

Agenda Including Addeds

Community and Protective Services Committee

14th Meeting of the Community and Protective Services Committee

October 10, 2018, 12:00 PM

Council Chambers

Members

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

The City of London is committed to making every effort to provide alternate formats and communication supports for Council, Standing or Advisory Committee meetings and information, upon request. To make a request for any City service, please contact accessibility@london.ca or 519-661-2489 ext. 2425.

	Pages
1. Disclosures of Pecuniary Interest	
2. Consent	
2.1 9th Report of the Animal Welfare Advisory Committee	3
2.2 1st Report of the Town & Gown Committee	29
2.3 8th Report of the Accessibility Advisory Committee	31
2.4 6th Report of the Community Safety & Crime Prevention Advisory Committee	42
2.5 9th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee	48
a. <i>(ADDED) 10th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee Report</i>	49
2.6 Ontario Transfer Payment Agreements - Seniors Active Living Centres Program for Kiwanis Seniors Community Centre, Hamilton Road Seniors' Centre & Community Centre and North London Optimist Community Centre	62
2.7 Vehicle for Hire By-law Amendments	85
2.8 Nuisance Feeding of Wildlife - Proposed Amendments to Public Nuisance By-law PH-18	118
3. Scheduled Items	
3.1 Not to be heard before 12:05 PM - A. Oudshoorn - London Homeless Coalition Update	125
3.2 Not to be heard before 12:10 PM - Community Diversity and Inclusion Strategy (CDIS) Update	129
4. Items for Direction	

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

149

6. Confidential

6.1 Personal Matters/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2019 Mayor's New Year's Honour List.

7. Adjournment

Animal Welfare Advisory Committee

Report

9th Meeting of the Animal Welfare Advisory Committee
September 6, 2018
Committee Room #3

Attendance PRESENT: W. Brown (Chair), K. Ashe, A. Cheng, H. de Hogg,
M. Gelinias, A. Hayes and P. Lystar: and P. Shack (Secretary)

REGRETS: A. Evans, M. Morris and M. Toplack

ALSO PRESENT: R. Oke

The meeting was called to order at 5:06 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 Beaver Management - Update

That it BE NOTED that the attached presentation, dated September 6, 2018 from S. Chambers, Division Manager, Stormwater Management, with respect to the Beaver Management update, was received.

2.2 Savannah and Serval Cats

That it BE NOTED that a verbal update from R. Oke, Animal Welfare Coordinator with respect to Savannah and Serval cats, was received;

it being noted that Animal Welfare Advisory Committee will continue its research.

2.3 Pets in Hot Cars

That it BE NOTED that the Animal Welfare Advisory Committee heard a verbal presentation and the attached communications from C. Vanderheide, Senior Inspector, Ontario SPCA, with respect to Pets in Hot Cars, were received.

3. Consent

3.1 8th Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 8th Report of the Animal Welfare Advisory Committee, from its meeting held on August 2, 2018, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Skunk Population around the City - Councillor V. Ridley

That the communication from V. Ridley, dated August 22, 2018 with respect to the skunk population BE REFERRED to Animal Welfare Advisory Committee's sub-committee with a report back by October 31, 2018.

5.2 (ADDED) Key Important Issues Regarding Vulnerable Animals in our City

That Alice Balluku, Ward 13 Councillor for London Youth Advisory Council BE INVITED to attend a future meeting of the Animal Welfare Advisory Committee, with respect to key important issues regarding vulnerable animals in our city.

6. Deferred Matters/Additional Business

6.1 (ADDED) Exotic Animal Training Workshop

That it BE NOTED that the Animal Welfare Advisory Committee received the attached communication dated September 14, 2018 from J. Cooper, World Animal Protection, with respect to Exotic Animal Training Workshop being held on October 5, 2018.

7. Adjournment

The meeting adjourned at 6:40 PM.



Stanton Drain & Beaver Management Update



Animal Welfare Advisory Committee

Shawna Chambers, P.Eng.
Division Manager
Stormwater Engineering
City of London

September 6, 2018



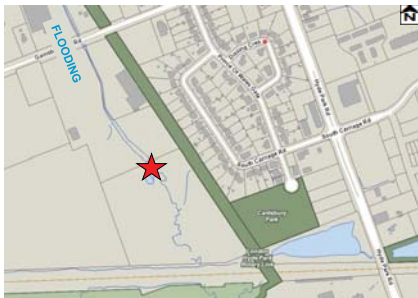
Overview

- Recap of Stanton Drain Memo
- Beaver Protocol
- UTRCA Partnership
- Work completed around the City



Stanton Drain Obstruction

- Obstruction in Stanton Drain on private property
- Significant flooding issues upstream



Summary Memo

- Summary memo provided to AWAC on February 28, 2018

Summer – Fall 2015	City received multiple flooding complaints due to an obstruction in the Stanton Drain. The obstruction was described to be downstream of Gainsborough Road on private property. Complaints were received from land owners upstream of Gainsborough Road and immediately downstream of Gainsborough Road.
Summer – Fall 2015	City sent multiple letters to downstream land owner (adjacent to CPR tracks) advising of the flooding complaints and requesting that the problem be rectified as soon as possible. It being noted that if the obstruction was caused by beaver activity, any work to rectify the situation should be completed in accordance with the City's Humane Urban Wildlife Conflict Policy - Beaver Protocol.
Summer 2017	City received multiple flooding complaints due to an obstruction in the Stanton Drain. The obstruction was described to be downstream of Gainsborough Road on private property. Complaints were received from land owners upstream of Gainsborough Road and immediately downstream of Gainsborough Road.
Summer 2017	City sent a letter and consent to enter form to downstream land owner (adjacent to CPR tracks) advising of the multiple complaints regarding an obstruction causing flooding in the Stanton Drain. The City advised that the obstruction was causing flooding on the adjacent upstream lands and north of Gainsborough Road. The City requested permission for the City and its authorized representatives and contractors to enter onto the property, to assess and assist in mitigating the flooding and to complete any associated work and maintenance at the City's expense. The City advised that if the obstruction is due to beaver activity, it will be addressed in accordance with the City's Humane Urban Wildlife Conflict Policy - Beaver Protocol.
Summer 2017	The consent to enter form was not returned to the City. Land owner immediately downstream of Gainsborough Road advised the City that they have been in contact with the UTRCA and IWRP to confirm property protection rights.
Summer 2017	UTRCA advised the City that the land owner immediately downstream of Gainsborough Road met onsite with representatives from the IWRP and UTRCA.
Summer 2017	Land owner immediately downstream of Gainsborough Road advised the City that he has opened a portion of the dam (portion located on his property) in order to drain some of the water behind the dam to relieve the significant flooding on his land, but has not opened up a large enough area that the water will be removed entirely. The land owner also advised the City that they have not removed the lodge.



Summary Memo

• Summary memo provided to AWAC on February 28, 2018

City received multiple flooding complaints due to an obstruction in the Stanton Drain. The obstruction was described to be downstream of Gainsborough Road on private property. Complaints were received from land owners upstream of Gainsborough Road and immediately downstream of Gainsborough Road.

Summer - Fall 2018: City received multiple flooding complaints due to an obstruction in the Stanton Drain. The obstruction was described to be downstream of Gainsborough Road on private property. Complaints were received from land owners upstream of Gainsborough Road and immediately downstream of Gainsborough Road.

Summer - Fall 2018: City sent multiple letters to downstream land owner (adjacent to CPR tracks) advising of the flooding complaints and requesting that the problem be rectified as soon as possible. It being noted that if the obstruction was caused by beaver activity, any work to rectify the situation should be completed in accordance with the City's Humane Urban Wildlife Conflict Policy: Beaver Protocol.

Consent to enter form was not returned to the City.

Land owner immediately downstream of Gainsborough Road advised the City that they have dealt in contact with the UTRCA and MNRF to confirm property protection rights.

Summer 2017: UTRCA advised the City that the land owner immediately downstream of Gainsborough Road met onsite with representatives from the MNRF and UTRCA.

Summer 2017: Land owner immediately downstream of Gainsborough Road advised the City that he has opened a portion of the dam (garden located on his property) in order to drain some of the water behind the dam to relieve the significant flooding on his land, but has not opened up a large enough area that the water will be removed entirely. The land owner also advised the City that they have not removed the lodge.

Fall 2015



Summary Memo

• Summary memo provided to AWAC on February 28, 2018

City sent multiple letters to downstream land owner (adjacent to CPR tracks) advising of the flooding complaints and requesting that the problem be rectified as soon as possible; it being noted that if the obstruction was caused by beaver activity, any work to rectify the situation should be completed in accordance with the City's Humane Urban Wildlife Conflict Policy: Beaver Protocol.

Summer - Fall 2018: City received multiple flooding complaints due to an obstruction in the Stanton Drain. The obstruction was described to be downstream of Gainsborough Road on private property. Complaints were received from land owners upstream of Gainsborough Road and immediately downstream of Gainsborough Road.

Summer - Fall 2018: City sent multiple letters to downstream land owner (adjacent to CPR tracks) advising of the flooding complaints and requesting that the problem be rectified as soon as possible. It being noted that if the obstruction was caused by beaver activity, any work to rectify the situation should be completed in accordance with the City's Humane Urban Wildlife Conflict Policy: Beaver Protocol.

Summer 2017: UTRCA advised the City that the land owner immediately downstream of Gainsborough Road met onsite with representatives from the MNRF and UTRCA.

Summer 2017: Land owner immediately downstream of Gainsborough Road advised the City that he has opened a portion of the dam (garden located on his property) in order to drain some of the water behind the dam to relieve the significant flooding on his land, but has not opened up a large enough area that the water will be removed entirely. The land owner also advised the City that they have not removed the lodge.

Fall 2015



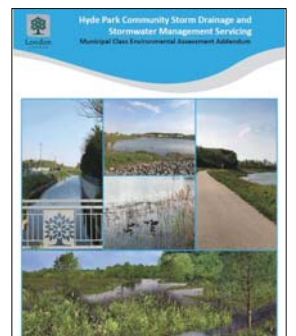
Stanton Drain Obstruction

- Similar complaints occurred again in Summer 2017
 - City requested a **consent to enter** form from the property owner to investigate blockage
 - Consent to enter form was **not returned**
 - Concerned upstream landowner contacted UTRCA and MNRF to confirm property protection rights
 - Met on site
 - City was advised
 - Upstream landowner opened a portion of the dam to drain some water to relieve **significant flooding** on his property
 - Water level around the dam was not compromised
 - Landowner advised City that the lodge was **not** removed



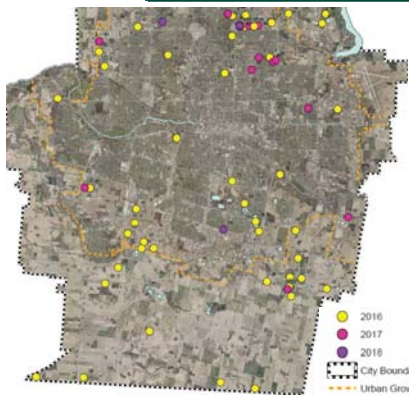
Next Steps

- Hyde Park Environmental Assessment (EA) Addendum
 - Currently underway
- Recommends a maintenance easement along Stanton Drain
 - Allows the City to undertake works in accordance with Beaver Protocol





Beaver Activity



- Locations of beaver activities logged since 2016
- 20 calls regarding beaver activity for 2018

• *Note: New dots are not added if beaver activity had previously been documented*



Management Strategies

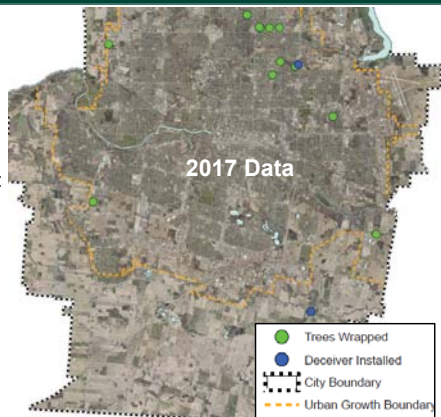
- Plant trees (Food source or Beaver resistant)
- Wrap trees
- Install beaver deceivers



Management Strategies

2018 Data

- Trees Planted:
 - 7 Locations
- Deceivers Installed:
 - 1 Location



Shawna Chambers, P.Eng.
 Division Manager
 Stormwater Engineering
 City of London

London.ca

kFrançais

ONTARIO REGULATION 60/09

made under the

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ACT

Made: February 24, 2009

Filed: February 25, 2009

Published on e-Laws: February 25, 2009

Printed in *The Ontario Gazette*: March 14, 2009**STANDARDS OF CARE****Application**

1. (1) The basic standards of care applicable to all animals are set out in section 2.
- (2) In addition to the basic standards of care applicable to all animals set out in section 2,
 - (a) standards of care specific to dogs that live primarily outdoors are set out in section 3; and
 - (b) standards of care specific to wildlife kept in captivity are set out in sections 4 and 5.
- (3) In addition to the basic standards of care applicable to all animals set out in section 2 and the standards of care specific to wildlife kept in captivity set out in sections 4 and 5, the standards of care specific to primates kept in captivity are set out in section 6.
- (4) A requirement that a standard of care be adequate and appropriate or necessary is a requirement that the standard of care be adequate and appropriate or necessary to the specific animal, having regard to its species, breed and other relevant factors.

Basic standards of care for all animals

2. (1) Every animal must be provided with adequate and appropriate food and water.
- (2) Every animal must be provided with adequate and appropriate medical attention.
- (3) Every animal must be provided with the care necessary for its general welfare.
- (4) Every animal must be transported in a manner that ensures its physical safety and general welfare.
- (5) Every animal must be provided with an adequate and appropriate resting and sleeping area.
- (6) Every animal must be provided with adequate and appropriate,
 - (a) space to enable the animal to move naturally and to exercise;
 - (b) sanitary conditions;
 - (c) ventilation;
 - (d) light, and;
 - (e) protection from the elements, including harmful temperatures.
- (7) If an animal is confined to a pen or other enclosed structure or area,
 - (a) the pen or other enclosed structure or area, and any structures or material in it, must be in a state of good repair;
 - (b) the pen or other enclosed structure or area, and any surfaces, structures and materials in it, must be made of and contain only materials that are,
 - (i) safe and non-toxic for the animal, and
 - (ii) of a texture and design that will not bruise, cut or otherwise injure the animal; and
 - (c) the pen or other enclosed structure or area must not contain one or more other animals that may pose a danger to the animal.
- (8) Every animal that is to be killed must be killed by a method that is humane and minimizes the pain and distress to the animal; an animal's pain and distress are deemed to be minimized if it is killed by a method that produces rapid, irreversible unconsciousness and prompt subsequent death.

Standards of care for dogs that live outdoors

3. (1) Every dog that lives primarily outdoors must be provided with a structurally sound enclosure for its use at all times.

- (2) The enclosure must be weather-proofed and insulated.
- (3) The size and design of the enclosure must be adequate and appropriate for the dog.
- (4) A chain, rope or similar restraining device used to tether a dog that lives primarily outdoors,
 - (a) must be at least three metres long;
 - (b) must allow the dog to move safely and unrestricted (except by its length); and
 - (c) must allow the dog to have access to adequate and appropriate water and shelter.

Standards of care for captive wildlife

4. (1) Wildlife kept in captivity must be provided with adequate and appropriate care, facilities and services to ensure their safety and general welfare as more specifically set out in subsections (2) and (3) of this section and in sections 5 and 6.

(2) Wildlife kept in captivity must be provided with a daily routine that facilitates and stimulates natural movement and behaviour.

(3) Wildlife kept in captivity must be kept in compatible social groups to ensure the general welfare of the individual animals and of the group and to ensure that each animal in the group is not at risk of injury or undue stress from dominant animals of the same or a different species.

Standards for enclosures for captive wildlife

- 5. (1) A pen or other enclosed structure or area for wildlife kept in captivity must be of an adequate and appropriate size,
 - (a) to facilitate and stimulate natural movement and behaviour;
 - (b) to enable each animal in the pen or other enclosed structure or area to keep an adequate and appropriate distance from the other animals and people so that it is not psychologically stressed; and
 - (c) to ensure that the natural growth of each animal in the pen or other enclosed structure or area is not restricted.
- (2) A pen or other enclosed structure or area for wildlife kept in captivity must have,
 - (a) features and furnishings that facilitate and stimulate the natural movement and behaviour of each animal in the pen or other enclosed structure or area;
 - (b) shelter from the elements that can accommodate all the animals in the pen or other enclosed structure or area at the same time;
 - (c) surfaces and other materials that accommodate the natural movement and behaviour of each animal in the pen or other enclosed structure or area;
 - (d) one or more areas that are out of view of spectators; and
 - (e) one or more sleeping areas that can accommodate all the animals in the pen or other enclosed structure or area at the same time and that are accessible to all the animals at all times.
- (3) A pen or other enclosed structure or area for wildlife kept in captivity must be made of and contain only materials that are,
 - (a) safe and non-toxic for the animals kept in the pen or other enclosed structure or area; and
 - (b) of a texture and design that will not bruise, cut or otherwise injure the animals.
- (4) A pen or other enclosed structure or area for wildlife kept in captivity and any gates or other barriers to it, including moats, must be designed, constructed and locked or otherwise secured to prevent,
 - (a) interaction with people that may be unsafe or inappropriate for the wildlife;
 - (b) animals escaping from the pen or other enclosed structure or area by climbing, jumping, digging, burrowing or any other means; and
 - (c) animals or people (other than people who are required to enter the enclosure as part of their duties) from entering the pen or other enclosed structure or area by climbing, jumping, digging, burrowing or any other means.
- (5) A pen or other enclosed structure or area for wildlife kept in captivity and any gates or other barriers to it, including moats, must be designed, constructed and maintained in a manner that presents no harm to the wildlife.

Standards of care for captive primates

- 6. Every primate kept in captivity must be provided with,
 - (a) daily interaction with a person having custody or care of the primate;
 - (b) a varied range of daily activities, including foraging or task-oriented feeding methods; and

(c) interactive furnishings, such as perches, swings and mirrors.

Commencement

7. This Regulation comes into force on the later of March 1, 2009 and the day this Regulation is filed.

Made by:
Pris par :

Le ministre de la Sécurité communautaire et des Services correctionnels,

RICK BARTOLUCCI
Minister of Community Safety and Correctional Services

Date made: February 24, 2009.
Pris le : 24 février 2009.

Français

Back to top

Français

Ontario Society for the Prevention of Cruelty to Animals Act

R.S.O. 1990, CHAPTER O.36

Consolidation Period: From May 28, 2015 to the e-Laws currency date.

Last amendment: 2015, c. 10, s. 1-8.

Legislative History: 1993, c. 27, Sched.; 1997, c. 39, s. 11, 12; 2001, c. 9, Sched. M; 2002, c. 27; 2006, c. 19, Sched. C, s. 1 (1); 2006, c. 19, Sched. F, s. 1-4; 2006, c. 21, Sched. C, s. 124; 2006, c. 34, s. 39; 2008, c. 16; 2009, c. 33, Sched. 9, s. 9; 2015, c. 10, s. 1-8.

CONTENTSINTERPRETATION

<u>1.</u>	Interpretation	<u>ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS</u>
<u>2.</u>	Society continued	
<u>3.</u>	Object	
<u>4.</u>	Membership	
<u>5.</u>	Board of directors: executive committee	
<u>6.</u>	Officers	
<u>6.1</u>	Chief Inspector	
<u>7.</u>	By-laws	
<u>8.</u>	Powers	
<u>9.</u>	Exemption of property from taxation	
<u>10.</u>	Prohibitions re holding out as Society, affiliated society	
<u>11.</u>	Inspectors and agents	<u>OBLIGATIONS AND PROHIBITIONS RE CARE OF AND HARM TO ANIMALS</u>
<u>11.1</u>	Standards of care and administrative requirements for animals	
<u>11.2</u>	Prohibitions re distress, harm to an animal	
<u>11.3</u>	Veterinarians' obligation to report	<u>PROHIBITION RE ORCA POSSESSION AND BREEDING</u>
<u>11.3.1</u>	Prohibition of orca possession and breeding	<u>PROTECTION OF ANIMALS BY SOCIETY</u>
<u>11.4</u>	Inspection — animals kept for animal exhibition, entertainment, boarding, hire or sale	
<u>11.4.1</u>	Power to demand record or thing	
<u>11.5</u>	Warrant — places used for animal exhibit, entertainment, boarding, hire or sale	
<u>12.</u>	Entry where animal is in distress	
<u>12.1</u>	Authorized activities	
<u>13.</u>	Order to owner of animals, etc.	
<u>14.</u>	Taking possession of animal	
<u>15.</u>	Liability of owner for expenses	
<u>15.1</u>	Society, affiliated society deemed to be owner of abandoned animal	<u>ANIMAL CARE REVIEW BOARD</u>
<u>16.</u>	Board continued	
<u>17.</u>	Appeal to Board	
<u>18.</u>	Appeal	<u>OFFENCES</u>
<u>18.1</u>	Offences	
<u>18.2</u>	Order to remove orca	
<u>18.3</u>	Order to allow Society to cause orca to be removed	<u>MISCELLANEOUS MATTERS</u>
<u>19.</u>	Inspector, etc., not personally liable	
<u>20.</u>	Service of orders, notices, etc.	
<u>21.</u>	Conflict with municipal by-laws	<u>REGULATIONS</u>

INTERPRETATION

Interpretation

1. (1) In this Act,
- “accredited veterinary facility” means a veterinary facility as defined in the *Veterinarians Act* that is accredited under that Act; (“établissement vétérinaire agréé”)
- “Board” means the Animal Care Review Board; (“Commission”)
- “business day” means a weekday, excluding a day that is a holiday; (“jour ouvrable”)
- “distress” means the state of being in need of proper care, water, food or shelter or being injured, sick or in pain or suffering or being abused or subject to undue or unnecessary hardship, privation or neglect; (“détresse”)
- “orca” means a member of the species *Orcinus orca*; (“épaulard”)
- “place” includes a vehicle or vessel; (“lieu”)
- “prescribed” means prescribed by regulation made under this Act; (“prescrit”)
- “veterinarian” means a person licensed as a veterinarian by the College of Veterinarians of Ontario. (“vétérinaire”) 2008, c. 16, s. 1; 2009, c. 33, Sched. 9, s. 9 (1); 2015, c. 10, s. 1.

Minor owner, custodian

- (2) Where the owner or custodian of an animal is a minor, the owner or custodian for the purposes of this Act is deemed to be the minor’s parents or guardians. 2008, c. 16, s. 1.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 1 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (1) - 15/12/2009

2015, c. 10, s. 1 - 28/05/2015

ONTARIO SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Society continued

2. The Ontario Society for the Prevention of Cruelty to Animals, a body politic and corporate incorporated by *An Act to Incorporate the Ontario Society for the Prevention of Cruelty to Animals*, being chapter 124 of the Statutes of Ontario, 1919, is continued under the name The Ontario Society for the Prevention of Cruelty to Animals in English and Société de protection des animaux de l’Ontario in French. R.S.O. 1990, c. O.36, s. 2.

Object

3. The object of the Society is to facilitate and provide for the prevention of cruelty to animals and their protection and relief therefrom. R.S.O. 1990, c. O.36, s. 3.

Membership

4. The Society shall consist of class A members, being affiliated societies, class B members, being individual members, and class C members, being honorary members, and each class has such rights and obligations as are provided in the by-laws of the Society. R.S.O. 1990, c. O.36, s. 4; 2008, c. 16, s. 3.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 3 - 01/03/2009

Board of directors: executive committee

5. The affairs of the Society shall be controlled and managed by a board of directors and by an executive committee, both of which shall be composed and have such powers and duties as are provided in the by-laws of the Society. R.S.O. 1990, c. O.36, s. 5; 2008, c. 16, s. 4.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 4 - 01/03/2009

Officers

6. The Society shall have such officers with such powers and duties as are provided in the by-laws of the Society. 2008, c. 16, s. 5.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 5 - 01/03/2009

Chief Inspector

6.1 (1) The Society shall appoint an employee of the Society as the Chief Inspector. 2008, c. 16, s. 5.

Powers, duties

(2) In addition to the powers and duties of an inspector or an agent of the Society, the Chief Inspector shall have the powers and duties that may be prescribed by regulation, including the power to establish qualifications, requirements and standards for inspectors and agents of the Society, to appoint inspectors and agents of the Society and to revoke their appointments and generally to oversee the inspectors and agents of the Society in the performance of their duties. 2008, c. 16, s. 5.

Same

(3) The Chief Inspector of the Society may have additional powers and duties as are provided in the by-laws of the Society. 2008, c. 16, s. 5.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 5 - 01/03/2009

By-laws

7. (1) The Society may pass such by-laws, not contrary to law, as it considers necessary for the control and management of its affairs and the carrying out of its object. R.S.O. 1990, c. O.36, s. 7 (1).

Approval

(2) No by-law of the Society is valid or shall be acted upon until it has been approved by a majority of the votes cast in accordance with the by-laws of the Society at an annual or special general meeting. R.S.O. 1990, c. O.36, s. 7 (2).

Annulment

(3) The Lieutenant Governor in Council may annul any by-law of the Society. R.S.O. 1990, c. O.36, s. 7 (3).

Powers

8. The Society,

- (a) may acquire and hold as a purchaser, donee, devisee or legatee, or in any other capacity, any interest in real estate;
- (b) may accept, receive and hold gifts, bequests or subscriptions of personal estate;
- (c) may grant, lease, bargain for, mortgage, sell, assign or otherwise dispose of any of its real or personal estate;
- (d) may erect, construct, equip and maintain such buildings and works as it considers advisable for its purposes; and
- (e) may do all such other matters and things as it considers advisable for carrying out its object. R.S.O. 1990, c. O.36, s. 8.

Exemption of property from taxation

9. The lands and buildings of the Society are exempt from taxation except for local improvements and school purposes so long as they are held, used and occupied for the purposes of the Society. R.S.O. 1990, c. O.36, s. 9.

Prohibitions re holding out as Society, affiliated society

10. (1) No corporation or other entity, other than the Society or an affiliated society, shall,

- (a) hold itself out as being the Society or an affiliated society having authority under this Act; or
- (b) use the name "humane society", "society for the prevention of cruelty to animals" or "spca" or the equivalent of any of those names in any other language, alone or in combination with any other word, name, initial or description. 2008, c. 16, s. 6.

Exception

(2) Despite clause (1) (b), a corporation or other entity that was an affiliated society on April 3, 2008 may continue to use the name “humane society”, “society for the prevention of cruelty to animals” or “spca”, or the equivalent of any of those names in any other language, alone or in combination with any other word, name, initial or description, even if it is no longer an affiliated society. 2008, c. 16, s. 6.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 6 - 01/03/2009

Inspectors and agents

Powers of police officer

11. (1) For the purposes of the enforcement of this Act or any other law in force in Ontario pertaining to the welfare of or the prevention of cruelty to animals, every inspector and agent of the Society has and may exercise any of the powers of a police officer. 2008, c. 16, s. 7 (1).

Inspectors and agents of affiliates

(2) Every inspector and agent of an affiliated society who has been appointed by the Society or by the Chief Inspector of the Society may exercise any of the powers and perform any of the duties of an inspector or an agent of the Society under this Act and every reference in this Act to an inspector or an agent of the Society is deemed to include a reference to an inspector or agent of an affiliated society who has been appointed by the Society or by the Chief Inspector of the Society. 2008, c. 16, s. 7 (2).

Local police powers

(3) In any part of Ontario in which the Society or an affiliated society does not function, any police officer having jurisdiction in that part has and may exercise any of the powers of an inspector or agent of the Society under this Act. R.S.O. 1990, c. O.36, s. 11 (3).

Identification

(4) An inspector or an agent of the Society who is exercising any power or performing any duty under this Act shall produce, on request, evidence of his or her appointment. 2008, c. 16, s. 7 (3).

Interfering with inspectors, agents

(5) No person shall hinder, obstruct or interfere with an inspector or an agent of the Society in the performance of his or her duties under this Act. 2008, c. 16, s. 7 (3).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 7 (1-3) - 01/03/2009

OBLIGATIONS AND PROHIBITIONS RE CARE OF AND HARM TO ANIMALS

Standards of care and administrative requirements for animals

11.1 (1) Every person who owns or has custody or care of an animal shall comply with the prescribed standards of care, and the prescribed administrative requirements, with respect to every animal that the person owns or has custody or care of. 2015, c. 10, s. 2.

Exception

(2) Subsection (1) does not apply in respect of,

- (a) an activity carried on in accordance with reasonable and generally accepted practices of agricultural animal care, management or husbandry; or
- (b) a prescribed class of animals or animals living in prescribed circumstances or conditions, or prescribed activities. 2008, c. 16, s. 8.

Same

(3) Subsection (1) does not apply to,

- (a) a veterinarian providing veterinary care, or boarding an animal as part of its care, in accordance with the standards of practice established under the *Veterinarians Act*;
- (b) a person acting under the supervision of a veterinarian described in clause (a); or

- (c) a person acting under the orders of a veterinarian described in clause (a), but only in respect of what the person does or does not do in following those orders. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

2015, c. 10, s. 2 - 28/05/2015

Prohibitions re distress, harm to an animal

Causing distress

- 11.2 (1) No person shall cause an animal to be in distress. 2008, c. 16, s. 8.

Permitting distress

- (2) No owner or custodian of an animal shall permit the animal to be in distress. 2008, c. 16, s. 8.

Training, permitting animals to fight

- (3) No person shall train an animal to fight with another animal or permit an animal that the person owns or has custody or care of to fight another animal. 2008, c. 16, s. 8.

Owning animal fighting equipment, structures

- (4) No person shall own or have possession of equipment or structures that are used in animal fights or in training animals to fight. 2008, c. 16, s. 8.

Harming law enforcement animals

- (5) No person shall harm or cause harm to a dog, horse or other animal that works with peace officers in the execution of their duties, whether or not the animal is working at the time of the harm. 2008, c. 16, s. 8.

Exception

- (6) Subsections (1) and (2) do not apply in respect of,
- (a) an activity permitted under the *Fish and Wildlife Conservation Act, 1997* in relation to wildlife in the wild;
 - (b) an activity permitted under the *Fish and Wildlife Conservation Act, 1997* or the *Fisheries Act (Canada)* in relation to fish;
 - (c) an activity carried on in accordance with reasonable and generally accepted practices of agricultural animal care, management or husbandry; or
 - (d) a prescribed class of animals or animals living in prescribed circumstances or conditions, or prescribed activities. 2008, c. 16, s. 8.

Same

- (7) Subsections (1) and (2) do not apply to,
- (a) a veterinarian providing veterinary care, or boarding an animal as part of its care, in accordance with the standards of practice established under the *Veterinarians Act*;
 - (b) a person acting under the supervision of a veterinarian described in clause (a); or
 - (c) a person acting under the orders of a veterinarian described in clause (a), but only in respect of what the person does or does not do in following those orders. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

Veterinarians' obligation to report

11.3 Every veterinarian who has reasonable grounds to believe that an animal has been or is being abused or neglected shall report his or her belief to an inspector or an agent of the Society. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

PROHIBITION RE ORCA POSSESSION AND BREEDING

Prohibition of orca possession and breeding

11.3.1 (1) No person shall possess or breed an orca in Ontario. 2015, c. 10, s. 3.

Transition

(2) Despite subsection (1), a person may continue to possess an orca in Ontario if the person possessed the orca in Ontario on March 22, 2015. 2015, c. 10, s. 3.

Same

(3) Despite subsection (1), a person who first possessed an orca in Ontario on or after March 23, 2015, but before the day the *Ontario Society for the Prevention of Cruelty to Animals Amendment Act, 2015* received Royal Assent, may continue to possess the orca in Ontario until the day that is six months after the day the *Ontario Society for the Prevention of Cruelty to Animals Amendment Act, 2015* received Royal Assent. 2015, c. 10, s. 3.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 3 - 28/05/2015

PROTECTION OF ANIMALS BY SOCIETY

Inspection — animals kept for animal exhibition, entertainment, boarding, hire or sale

11.4 (1) An inspector or an agent of the Society may, without a warrant, enter and inspect a building or place where animals are kept in order to determine whether the standards of care or administrative requirements prescribed for the purpose of section 11.1 are being complied with if the animals are being kept for the purpose of animal exhibition, entertainment, boarding, hire or sale. 2015, c. 10, s. 4 (1).

Accompaniment

(1.1) An inspector or an agent of the Society conducting an inspection under this section may be accompanied by one or more veterinarians or other persons as he or she considers advisable. 2015, c. 10, s. 4 (1).

Dwellings

(2) The power to enter and inspect a building or place under this section shall not be exercised to enter and inspect a building or place used as a dwelling except with the consent of the occupier. 2008, c. 16, s. 8.

Accredited veterinary facilities

(3) The power to enter and inspect a building or place under this section shall not be exercised to enter and inspect a building or place that is an accredited veterinary facility. 2008, c. 16, s. 8.

Time of entry

(4) The power to enter and inspect a building or place under this section may be exercised only between the hours of 9 a.m. and 5 p.m., or at any other time when the building or place is open to the public. 2008, c. 16, s. 8.

(5) REPEALED: 2015, c. 10, s. 4 (2).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

2015, c. 10, s. 4 (1, 2) - 28/05/2015

Power to demand record or thing

11.4.1 (1) An inspector or an agent of the Society may, for the purpose of ensuring that the standards of care or administrative requirements prescribed for the purpose of section 11.1 are being complied with, demand that a person produce a record or thing for inspection if the person owns or has custody or care of animals that are being kept for the purpose of animal exhibition, entertainment, boarding, hire or sale. 2015, c. 10, s. 5.

Subject of demand shall produce record or thing

(2) If an inspector or an agent of the Society demands that a record or thing be produced for inspection, the person who is subject to the demand shall produce it for the inspector or agent within the time provided for in the demand. 2015, c. 10, s. 5.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 5 - 28/05/2015

Warrant – places where animals kept

11.5 (1) A justice of the peace or provincial judge may issue a warrant authorizing one or more inspectors or agents of the Society named in the warrant to enter a building or place specified in the warrant, either alone or accompanied by one or more veterinarians or other persons as the inspectors or agents consider advisable, and to inspect the building or place and do anything authorized under section 11.4 if the justice of the peace or provincial judge is satisfied by information on oath that,

- (a) an inspector or an agent of the Society has been prevented from entering or inspecting the building or place under section 11.4; or
- (b) there are reasonable grounds to believe that an inspector or an agent of the Society will be prevented from entering or inspecting the building or place under section 11.4. 2008, c. 16, s. 8.

Telewarrant

(1.1) If an inspector or an agent of the Society believes that it would be impracticable to appear personally before a justice of the peace or provincial judge to apply for a warrant under subsection (1), he or she may, in accordance with the regulations, seek the warrant by telephone or other means of telecommunication, and the justice of the peace or provincial judge may, in accordance with the regulations, issue the warrant by the same means. 2009, c. 33, Sched. 9, s. 9 (2).

When warrant to be executed

- (2) Every warrant issued under subsection (1) or (1.1) shall,
 - (a) specify the times, which may be at any time during the day or night, during which the warrant may be carried out; and
 - (b) state when the warrant expires. 2008, c. 16, s. 8; 2009, c. 33, Sched. 9, s. 9 (3).

Extension of time

(3) A justice of the peace or provincial judge may extend the date on which a warrant issued under this section expires for no more than 30 days, upon application without notice by the inspector or agent named in the warrant. 2008, c. 16, s. 8.

Other terms and conditions

(4) A warrant issued under this section may contain terms and conditions in addition to those provided for in subsections (1) to (3) as the justice of the peace or provincial judge considers advisable in the circumstances. 2008, c. 16, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 8 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (2, 3) - 15/12/2009

Entry where animal is in distress**Warrant**

12. (1) If a justice of the peace or provincial judge is satisfied by information on oath that there are reasonable grounds to believe that there is in any building or place an animal that is in distress, he or she may issue a warrant authorizing one or more inspectors or agents of the Society named in the warrant to enter the building or place, either alone or accompanied by one or more veterinarians or other persons as the inspectors or agents consider advisable, and inspect the building or place and all the animals found there for the purpose of ascertaining whether there is any animal in distress. 2008, c. 16, s. 9.

Telewarrant

(2) If an inspector or an agent of the Society believes that it would be impracticable to appear personally before a justice of the peace or provincial judge to apply for a warrant under subsection (1), he or she may, in accordance with the regulations, seek the warrant by telephone or other means of telecommunication, and the justice of the peace or provincial judge may, in accordance with the regulations, issue the warrant by the same means. 2008, c. 16, s. 9.

When warrant to be executed

- (3) Every warrant issued under subsection (1) or (2) shall,
 - (a) specify the times, which may be at any time during the day or night, during which the warrant may be carried out; and
 - (b) state when the warrant expires. 2008, c. 16, s. 9.

Extension of time

(4) A justice of the peace or provincial judge may extend the date on which a warrant issued under this section expires for no more than 30 days, upon application without notice by the inspector or agent named in the warrant. 2008, c. 16, s. 9.

Other terms and conditions

(5) A warrant issued under subsection (1) or (2) may contain terms and conditions in addition to those provided for in subsections (1) to (4) as the justice of the peace or provincial judge considers advisable in the circumstances. 2008, c. 16, s. 9.

Immediate distress – entry without warrant

(6) If an inspector or an agent of the Society has reasonable grounds to believe that there is an animal that is in immediate distress in any building or place, other than a dwelling, he or she may enter the building or place without a warrant, either alone or accompanied by one or more veterinarians or other persons as he or she considers advisable, and inspect the building or place and all the animals found there for the purpose of ascertaining whether there is any animal in immediate distress. 2008, c. 16, s. 9.

Accredited veterinary facilities

(7) The power to enter and inspect a building or place under subsection (6) shall not be exercised to enter and inspect a building or place that is an accredited veterinary facility. 2008, c. 16, s. 9.

Definition – immediate distress

(8) For the purpose of subsection (6),
 “immediate distress” means distress that requires immediate intervention in order to alleviate suffering or to preserve life. 2008, c. 16, s. 9.

Section Amendments with date in force (d/m/y)

1997, c. 39, s. 11 (1) - 30/04/1999

2002, c. 27, s. 1 (1-3) - 13/12/2002

2006, c. 19, Sched. F, s. 1 (1-3) - 22/06/2006

2008, c. 16, s. 9 - 01/03/2009

Authorized activities**Inspect animals, take samples, etc.**

12.1 (1) An inspector or an agent of the Society or a veterinarian, who is lawfully present in a building or place under the authority of any provision of this Act or of a warrant issued under this Act, may examine any animal there and, upon giving a receipt for it, take a sample of any substance there or take a carcass or sample from a carcass there, for the purposes set out in the provision under which the inspector’s, agent’s or veterinarian’s presence is authorized or the warrant is issued. 2008, c. 16, s. 9.

Same

(2) An inspector, agent or veterinarian who takes a sample or carcass under subsection (1) may conduct tests and analyses of the sample or carcass for the purposes described in subsection (1) and, upon conclusion of the tests and analyses, shall dispose of the sample or carcass. 2008, c. 16, s. 9; 2009, c. 33, Sched. 9, s. 9 (4).

Supply necessities to animals

(3) If an inspector or an agent of the Society is lawfully present in a building or place under the authority of any provision of this Act or of a warrant issued under this Act and finds an animal in distress, he or she may, in addition to any other action he or she is authorized to take under this Act, supply the animal with food, care or treatment. 2008, c. 16, s. 9.

Seizure of things in plain view

(4) An inspector or an agent of the Society who is lawfully present in a building or place under the authority of any provision of this Act or of a warrant issued under this Act may, upon giving a receipt for it, seize any thing that is produced to the inspector or agent or that is in plain view if the inspector or agent has reasonable grounds to believe,

- (a) that the thing will afford evidence of an offence under this Act; or
- (b) that the thing was used or is being used in connection with the commission of an offence under this Act and that the seizure is necessary to prevent the continuation or repetition of the offence. 2008, c. 16, s. 9.

Report to justice, judge

(5) An inspector or an agent of the Society shall,

- (a) report the taking of a sample or a carcass under subsection (1) to a justice of the peace or provincial judge; and
- (b) bring any thing seized under subsection (4) before a justice of the peace or provincial judge or, if that is not reasonably possible, report the seizure to a justice of the peace or provincial judge. 2008, c. 16, s. 9.

Order to detain, return, dispose of thing

- (6) Where any thing is seized and brought before a justice of the peace or provincial judge under subsection (5), the justice of the peace or provincial judge shall by order,
 - (a) detain it or direct it to be detained in the care of a person named in the order;
 - (b) direct it to be returned; or
 - (c) direct it to be disposed of, in accordance with the terms set out in the order. 2008, c. 16, s. 9.

Same

- (7) In an order made under clause (6) (a) or (b), the justice of the peace or provincial judge may,
 - (a) authorize the examination, testing, inspection or reproduction of the thing seized, on the conditions that are reasonably necessary and are directed in the order; and
 - (b) make any other provision that, in his or her opinion, is necessary for the preservation of the thing. 2008, c. 16, s. 9.

Application of *Provincial Offences Act*

- (8) Subsections 159 (2) to (5) and section 160 of the *Provincial Offences Act* apply with necessary modifications in respect of a thing seized by an inspector or an agent of the Society under subsection (4). 2008, c. 16, s. 9.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 9 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (4) - 15/12/2009

Order to owner of animals, etc.

13. (1) Where an inspector or an agent of the Society has reasonable grounds for believing that an animal is in distress and the owner or custodian of the animal is present or may be found promptly, the inspector or agent may order the owner or custodian to,

- (a) take such action as may, in the opinion of the inspector or agent, be necessary to relieve the animal of its distress; or
- (b) have the animal examined and treated by a veterinarian at the expense of the owner or custodian. R.S.O. 1990, c. O.36, s. 13 (1).

Order to be in writing

- (2) Every order under subsection (1) shall be in writing and shall have printed or written thereon the provisions of subsections 17 (1) and (2). R.S.O. 1990, c. O.36, s. 13 (2).
- (3) REPEALED: 2008, c. 16, s. 10 (1).

Time for compliance with order

- (4) An inspector or an agent of the Society who makes an order under subsection (1) shall specify in the order the time within which any action required by the order shall be performed. R.S.O. 1990, c. O.36, s. 13 (4).

Idem

- (5) Every person who is served with an order under subsection (1) shall comply with the order in accordance with its terms until such time as it may be modified, confirmed or revoked and shall thereafter comply with the order as modified or confirmed. R.S.O. 1990, c. O.36, s. 13 (5); 2008, c. 16, s. 10 (2).

Authority to determine compliance with order

- (6) If an order made under subsection (1) remains in force, an inspector or an agent of the Society may enter without a warrant any building or place where the animal that is the subject of the order is located, either alone or accompanied by one or more veterinarians or other persons as he or she considers advisable, and inspect the animal and the building or place for the purpose of determining whether the order has been complied with. 2008, c. 16, s. 10 (3).

Revocation of order

(7) If, in the opinion of an inspector or an agent of the Society, the order made under subsection (1) has been complied with, he or she shall revoke the order and shall serve notice of the revocation in writing forthwith on the owner or custodian of the animal that is the subject of the order. 2008, c. 16, s. 10 (3).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 10 (1-3) - 01/03/2009

Taking possession of animal

14. (1) An inspector or an agent of the Society may remove an animal from the building or place where it is and take possession thereof on behalf of the Society for the purpose of providing it with food, care or treatment to relieve its distress where,

- (a) a veterinarian has examined the animal and has advised the inspector or agent in writing that the health and well-being of the animal necessitates its removal;
- (b) the inspector or agent has inspected the animal and has reasonable grounds for believing that the animal is in distress and the owner or custodian of the animal is not present and cannot be found promptly; or
- (c) an order respecting the animal has been made under section 13 and the order has not been complied with. R.S.O. 1990, c. O.36, s. 14 (1).

Order for Society to keep animal

(1.1) A justice of the peace or provincial judge may make an order authorizing the Society to keep in its care an animal that was removed under subsection (1) if,

- (a) the owner or custodian of the animal has been charged, in connection with the same fact situation that gave rise to the removal of the animal under subsection (1), with an offence under this Act or any other law in force in Ontario pertaining to the welfare of or the prevention of cruelty to animals; and
- (b) the justice of the peace or provincial judge is satisfied by information on oath that there are reasonable grounds to believe that the animal may be harmed if returned to its owner or custodian. 2008, c. 16, s. 11 (1).

Order re costs

(1.2) Where a justice of the peace or provincial judge makes an order under subsection (1.1), he or she may also order that the whole or any part of the cost to the Society of providing food, care or treatment to the animal pursuant to its removal under subsection (1) and pursuant to the order under subsection (1.1) be paid by the owner or custodian of the animal to the Society. 2008, c. 16, s. 11 (1).

Same

(1.3) The Society or owner or custodian of the animal may at any time apply to a justice of the peace or provincial judge to vary an order made under subsection (1.2) and the justice of the peace or provincial judge may make such order as he or she considers appropriate. 2008, c. 16, s. 11 (1).

Order to return animal

(1.4) The Society or the owner or custodian may apply to a justice of the peace or provincial judge to order the return of an animal that is the subject of an order made under subsection (1.1) and, if satisfied that there are no longer reasonable grounds to believe that the animal may be harmed if returned to its owner or custodian, the justice of the peace or provincial judge may order the return of the animal to its owner or custodian, subject to any conditions that the justice of the peace or provincial judge considers appropriate. 2008, c. 16, s. 11 (1).

Destruction of animal

- (2) An inspector or an agent of the Society may destroy an animal,
 - (a) with the consent of the owner; or
 - (b) if a veterinarian has examined the animal and has advised the inspector or agent in writing that, in his or her opinion, it is the most humane course of action. R.S.O. 1990, c. O.36, s. 14 (2); 2008, c. 16, s. 11 (2).

Notice

(3) An inspector or an agent of the Society who has removed or destroyed an animal under subsection (1) or (2) shall forthwith serve written notice of his or her action on the owner or custodian of the animal, if known. 2008, c. 16, s. 11 (3).

Same

(4) Every notice under subsection (3) respecting the removal of an animal under subsection (1) shall have printed or written on it the provisions of subsections 17 (1) and (2). 2009, c. 33, Sched. 9, s. 9 (5).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 11 (1-3) - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (5) - 15/12/2009

Liability of owner for expenses

15. (1) If an inspector or an agent of the Society has provided an animal with food, care or treatment, the Society may serve on the owner or custodian of the animal a statement of account respecting the food, care or treatment and the owner or custodian is, subject to an order made under subsection 14 (1.2) or (1.3) or 17 (6), liable for the amount specified in the statement of account. 2008, c. 16, s. 12.

Power to sell

(2) Where the owner or custodian refuses to pay an account under subsection (1) within five business days after service of the statement of account or where the owner or custodian, after reasonable inquiry, cannot be found, the Society may sell or dispose of the animal and reimburse itself out of the proceeds, holding the balance in trust for the owner or other person entitled thereto. R.S.O. 1990, c. O.36, s. 15 (2); 2006, c. 19, Sched. F, s. 2 (2).

Section Amendments with date in force (d/m/y)

2006, c. 19, Sched. F, s. 2 (1, 2) - 22/06/2006

2008, c. 16, s. 12 - 01/03/2009

Society, affiliated society deemed to be owner of abandoned animal

15.1 If the Society or an affiliated society takes custody of an animal and no person is identified as the animal's owner or custodian within a prescribed period of time, the Society or affiliated society, as the case may be, is deemed to be the owner of the animal for all purposes. 2008, c. 16, s. 13.

Section Amendments with date in force (d/m/y)

2002, c. 27, s. 2 - 13/12/2002

2008, c. 16, s. 13 - 01/03/2009

ANIMAL CARE REVIEW BOARD

Board continued

16. (1) The Animal Care Review Board is continued under the name Animal Care Review Board in English and Commission d'étude des soins aux animaux in French. R.S.O. 1990, c. O.36, s. 16 (1).

Idem

(2) The Board shall consist of not fewer than three persons who shall be appointed by the Lieutenant Governor in Council. R.S.O. 1990, c. O.36, s. 16 (2); 2006, c. 34, s. 39.

Chair, vice-chair

(3) The Lieutenant Governor in Council may appoint one of the members of the Board as chair and another of the members as vice-chair. R.S.O. 1990, c. O.36, s. 16 (3).

Composition of Board for hearings

(4) A proceeding before the Board shall be heard and determined by a panel consisting of one or more members of the Board, as assigned by the chair or vice-chair of the Board. 2001, c. 9, Sched. M, s. 1.

Remuneration of members

(5) The members of the Board shall receive such remuneration and expenses as the Lieutenant Governor in Council determines. R.S.O. 1990, c. O.36, s. 16 (5).

Section Amendments with date in force (d/m/y)

2001, c. 9, Sched. M, s. 1 - 29/06/2001

2006, c. 34, s. 39 - 20/12/2006

Appeal to Board

17. (1) The owner or custodian of any animal who considers themselves aggrieved by an order made under subsection 13 (1) or by the removal of an animal under subsection 14 (1) may, within five business days of receiving notice of the order or removal, appeal against the order or request the return of the animal by notice in writing to the chair of the Board. R.S.O. 1990, c. O.36, s. 17 (1); 1993, c. 27, Sched.; 2006, c. 19, Sched. F, s. 3 (1).

Same

(1.1) The notice shall set out the remedy or action sought and the reasons for the appeal or request. 2006, c. 19, Sched. F, s. 3 (2).

No appeal if there is order for Society to keep animal

(1.2) Subsection (1) does not apply if an order in respect of the animal under subsection 14 (1.1) is in force. 2008, c. 16, s. 15 (1).

Application for revocation of order

(2) Where, in the opinion of the owner or custodian of an animal in respect of which an order under subsection 13 (1) has been made, the animal has ceased to be in distress, the owner or custodian may apply to the Board to have the order revoked by notice in writing to the chair of the Board. R.S.O. 1990, c. O.36, s. 17 (2); 2008, c. 16, s. 15 (2).

Notice of hearing

- (3) Within five business days of the receipt of a notice under subsection (1) or (2), the chair of the Board shall,
- (a) fix a time, date and place at which the Board will hear the matter; and
 - (b) notify the Society and the owner or custodian who issued the notice of the time, date and place fixed under clause (a). R.S.O. 1990, c. O.36, s. 17 (3); 2006, c. 19, Sched. F, s. 3 (3); 2008, c. 16, s. 15 (3).

Date of hearing

(4) The date fixed for a hearing shall be not more than 10 business days after the receipt of a notice under subsection (1) or (2). R.S.O. 1990, c. O.36, s. 17 (4); 2006, c. 19, Sched. F, s. 3 (4).

Procedure at hearing

(5) At a hearing, the Society and the owner or custodian are entitled to hear the evidence, cross-examine, call witnesses, present argument and be represented by persons authorized under the *Law Society Act* to represent them. R.S.O. 1990, c. O.36, s. 17 (5); 2006, c. 21, Sched. C, s. 124.

Powers of Board

- (6) After a hearing or, with the consent of the Society and the person who issued the notice under subsection (1) or (2), without a hearing, the Board may,
- (a) respecting an order made under subsection 13 (1), confirm, revoke or modify the order appealed against;
 - (b) respecting the removal of an animal under subsection 14 (1), order that the animal be returned to the owner or custodian and may make an order in the same terms as an order may be made under subsection 13 (1);
 - (c) order that the whole or any part of the cost to the owner or custodian of an animal of complying with an order made under subsection 13 (1) be paid by the Society to the owner or custodian; or
 - (d) order that the whole or any part of the cost to the Society of providing food, care or treatment to an animal pursuant to its removal under subsection 14 (1) be paid by the owner or custodian of the animal to the Society. R.S.O. 1990, c. O.36, s. 17 (6); 2008, c. 16, s. 15 (4, 5).

Notice of decision

(7) Notice of the decision of the Board made under subsection (6), together with reasons in writing for its decision, shall be served forthwith on the Society and the owner or custodian of the animal. 2008, c. 16, s. 15 (6).

Society order not stayed

(8) An appeal to the Board in respect of an order made under subsection 13 (1) does not stay the operation of the order. 2008, c. 16, s. 15 (7).

Section Amendments with date in force (d/m/y)

1993, c. 27, Sched. - 31/12/1991

2006, c. 19, Sched. F, s. 3 (1-4) - 22/06/2006; 2006, c. 21, Sched. C, s. 124 - 01/05/2007

2008, c. 16, s. 15 (1-7) - 01/03/2009

Appeal

18. (1) The Society or the owner or custodian may appeal the decision of the Board to a judge of the Superior Court of Justice. R.S.O. 1990, c. O.36, s. 18 (1); 2006, c. 19, Sched. C, s. 1 (1).

Notice of appeal

(2) The appeal shall be made by filing a notice of appeal with the local registrar of the court and serving a copy thereof on the other parties before the Board within 15 business days after the notice of the Board's decision is served on the appellant under subsection 17 (7). R.S.O. 1990, c. O.36, s. 18 (2); 2006, c. 19, Sched. F, s. 4 (1).

Date of hearing

(3) The appellant or any person served with notice of appeal may, upon at least two business days notice to each of the other parties, apply to the judge to fix a date for the hearing of the appeal. R.S.O. 1990, c. O.36, s. 18 (3); 2006, c. 19, Sched. F, s. 4 (2).

Decision

(4) The appeal shall be a new hearing and the judge may rescind, alter or confirm the decision of the Board and make such order as to costs as he or she considers appropriate, and the decision of the judge is final. R.S.O. 1990, c. O.36, s. 18 (4).

Section Amendments with date in force (d/m/y)

2006, c. 19, Sched. C, s. 1 (1) - 22/06/2006; 2006, c. 19, Sched. F, s. 4 (1, 2) - 22/06/2006

OFFENCES

Offences

18.1 (1) Every person is guilty of an offence who,

- (a) contravenes subsection 11 (5);
- (b) contravenes or fails to comply with section 11.1;
- (c) contravenes subsection 11.2 (1), (2), (3), (4) or (5);
- (c.1) contravenes subsection 11.3.1 (1);
- (c.2) contravenes subsection 11.4.1 (2);
- (d) contravenes subsection 13 (5);
- (e) contravenes or fails to comply with an order of the Board; or
- (f) knowingly makes a false report to the Society in respect of an animal being in distress. 2008, c. 16, s. 16; 2015, c. 10, s. 6 (1).

Penalty – individuals

(2) Every individual who commits an offence under clause (1) (a), (c.2), (d), (e) or (f) is liable on conviction to a fine of not more than \$1,000 or to imprisonment for a term of not more than 30 days, or to both. 2008, c. 16, s. 16; 2015, c. 10, s. 6 (2).

Same

(3) Every individual who commits an offence under clause (1) (b), (c) or (c.1) is liable on conviction to a fine of not more than \$60,000 or to imprisonment for a term of not more than two years, or to both. 2008, c. 16, s. 16; 2015, c. 10, s. 6 (3).

Penalty – corporations

(4) Every corporation that commits an offence under subsection (1) is liable on conviction to the same fine to which an individual is liable for the offence. 2008, c. 16, s. 16.

Penalty – directors, officers

(5) Every director or officer of a corporation who authorized, permitted or participated in the corporation's commission of an offence under subsection (1) is also guilty of the offence and on conviction is liable to the same penalty to which an individual is liable for the offence, whether or not the corporation has been prosecuted or convicted. 2008, c. 16, s. 16.

Prohibition order

(6) If a person is convicted of an offence under clause (1) (b) or (c), the court making the conviction may, in addition to any other penalty, make an order prohibiting the convicted person and, if the convicted person is a corporation, the directors and officers of the corporation described in subsection (5), from owning, having custody or care of, or living with any animal, or any kind of animal specified in the order, for any period of time specified in the order, including, in the case of an individual, for the remainder of the person's life and, in the case of a corporation, forever. 2008, c. 16, s. 16.

Restitution order

(7) If a person is convicted of an offence under clause (1) (b) or (c), the court making the conviction may, in addition to any other penalty, make an order that the convicted person pay the whole or any part of the cost to the Society of providing food, care or treatment to an animal that was the victim of the offence of which the convicted person was convicted. 2008, c. 16, s. 16.

Other orders

(8) If a person is convicted of an offence under clause (1) (b) or (c), the court making the conviction may, in addition to any other penalty, make any other order that the court considers appropriate, including an order that the convicted person undergo counselling or training. 2008, c. 16, s. 16.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 16 - 01/03/2009

2015, c. 10, s. 6 (1-3) - 28/05/2015

Order to remove orca

18.2 (1) When a person is convicted of possessing an orca in Ontario in contravention of subsection 11.3.1 (1), the court shall order the person to remove the orca from Ontario within a period of time specified by the court. 2015, c. 10, s. 7.

Prohibition does not apply

(2) The prohibition against possessing an orca in subsection 11.3.1 (1) does not apply in respect of an orca that is the subject of an order under subsection (1) until the period of time specified by the court has elapsed. 2015, c. 10, s. 7.

Offence, failure to remove orca

(3) A person who fails to comply with an order described in subsection (1) is guilty of an offence. 2015, c. 10, s. 7.

Penalty — individuals

(4) An individual who commits an offence under subsection (3) is liable on conviction to a fine of not more than \$250,000 or to imprisonment for a term of not more than two years, or to both. 2015, c. 10, s. 7.

Penalty — corporations

(5) A corporation that commits an offence under subsection (3) is liable on conviction to the same fine to which an individual is liable for the offence. 2015, c. 10, s. 7.

Penalty — directors, officers

(6) A director or officer of a corporation who authorized, permitted or participated in the corporation's commission of an offence under subsection (3) is also guilty of the offence and on conviction is liable to the same penalty to which an individual is liable for the offence, whether or not the corporation has been prosecuted or convicted. 2015, c. 10, s. 7.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 7 - 28/05/2015

Order to allow Society to cause orca to be removed

18.3 (1) If a person has been convicted of an offence under subsection 18.2 (3) for failing to comply with an order to remove an orca from Ontario, and if the person continues to possess the orca in Ontario, the Society may apply to a judge of the Ontario Court of Justice for any order necessary to allow the Society to cause the orca to be removed from Ontario. 2015, c. 10, s. 7.

Costs

(2) If an order is made under subsection (1), the person referred to in subsection (1) shall pay the Society any costs that the Society incurred in bringing the application and any costs the Society incurs in causing the orca to be removed from Ontario. 2015, c. 10, s. 7.

Section Amendments with date in force (d/m/y)

2015, c. 10, s. 7 - 28/05/2015

MISCELLANEOUS MATTERS

Inspector, etc., not personally liable

19. No inspector or agent of the Society and no veterinarian or member of the Board is personally liable for anything done by him or her in good faith under or purporting to be under the authority of this Act. R.S.O. 1990, c. O.36, s. 19.

Service of orders, notices, etc.

20. Any order, notice or statement of account required or authorized to be served under this Act shall be served personally or by registered mail, courier, fax, electronic mail or other prescribed method in accordance with the regulations. 2008, c. 16, s. 18; 2009, c. 33, Sched. 9, s. 9 (6).

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 18 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (6) - 15/12/2009

Conflict with municipal by-laws

21. In the event of a conflict between a provision of this Act or of a regulation made under this Act and of a municipal by-law pertaining to the welfare of or the prevention of cruelty to animals, the provision that affords the greater protection to animals shall prevail. 2008, c. 16, s. 18.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 18 - 01/03/2009

REGULATIONS

Regulations

22. (1) The Lieutenant Governor in Council may make regulations,

- (a) prescribing activities that constitute activities carried on in accordance with reasonable and generally accepted practices of agricultural animal care, management or husbandry for the purposes of clauses 11.1 (2) (a) and 11.2 (6) (c);
- (b) prescribing classes of animals, circumstances and conditions or activities for the purposes of clauses 11.1 (2) (b) and 11.2 (6) (d);
- (c) exempting any person or class of persons from any provision of this Act or of a regulation made under this Act, and prescribing conditions and circumstances for any such exemption. 2008, c. 16, s. 18.

Same

(2) The Minister responsible for the administration of this Act may make regulations,

- (a) prescribing and governing the powers and duties of the Chief Inspector of the Society, including the power to establish qualifications, requirements and standards for inspectors and agents of the Society, to appoint inspectors and agents of the Society and to revoke their appointments and generally to oversee the inspectors and agents of the Society in the performance of their duties;
- (b) prescribing standards of care for the purposes of section 11.1;
- (b.1) prescribing administrative requirements for the purposes of section 11.1 relating to animals that a person owns or has custody or care of, including, but not limited to,
 - (i) requiring the establishment of a committee to oversee an animal's welfare and prescribing the functions, duties, governance and operation of such a committee,
 - (ii) requiring a committee referred to in subclause (i) to develop and implement a plan to promote an animal's care,

- (iii) requiring the development and implementation of a program designed by a veterinarian to provide care for an animal, and
- (iv) requiring specified records to be kept or disclosed;
- (c) governing the report required under section 11.3, including its contents and the manner of making the report;
- (d) prescribing forms for the information on oath required by subsection 11.5 (1), 12 (1) or 14 (1.1), for a warrant issued under subsection 11.5 (1) or 12 (1) and for an order issued under subsection 14 (1.1) or (1.4);
- (e) governing applications for and the issue of warrants by telephone or other means of telecommunication for the purposes of subsections 11.5 (1.1) and 12 (2), prescribing the forms required to apply for a warrant under those subsections and the forms for the warrants issued under those subsections, prescribing rules for the execution of such warrants and prescribing evidentiary rules with respect to such warrants;
- (f) prescribing a period of time for the purpose of section 15.1;
- (g) governing the service of orders, notices and statements of account for the purposes of section 20. 2008, c. 16, s. 18; 2009, c. 33, Sched. 9, s. 9 (7); 2015, c. 10, s. 8.

Section Amendments with date in force (d/m/y)

2008, c. 16, s. 18 - 01/03/2009

2009, c. 33, Sched. 9, s. 9 (7) - 15/12/2009

2015, c. 10, s. 8 - 28/05/2015

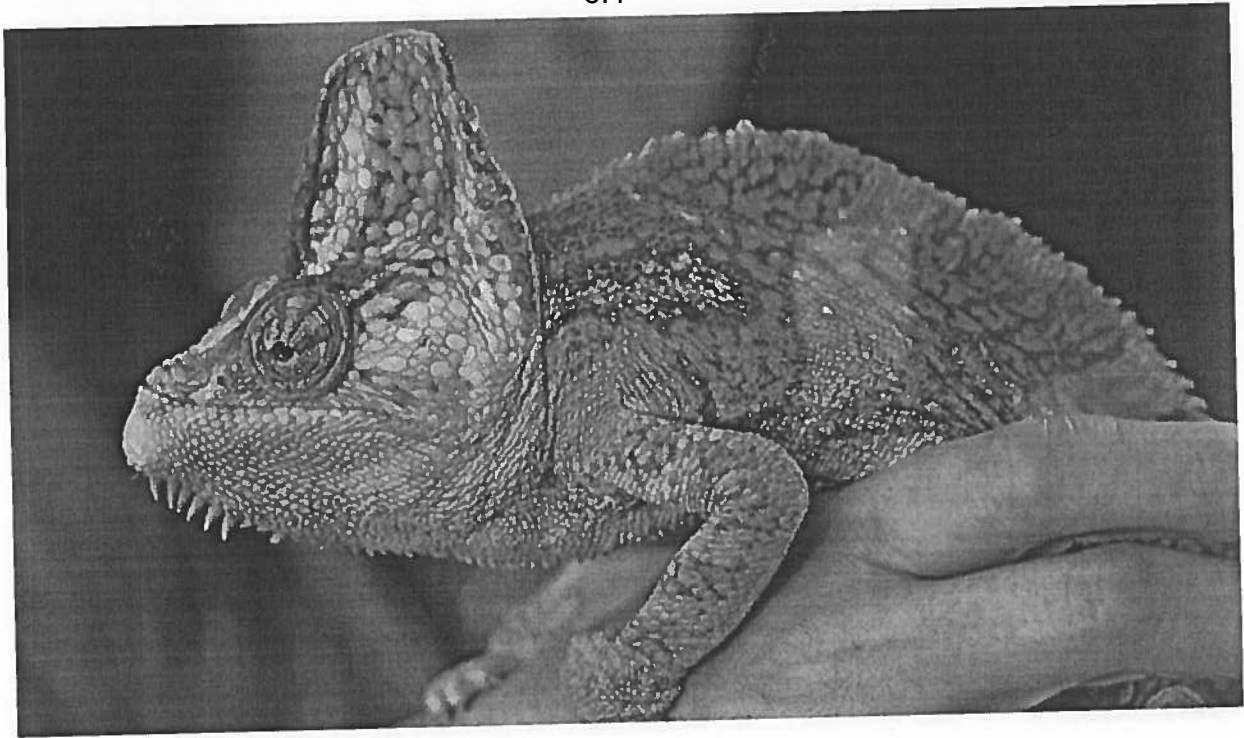
FORMS 1, 2 REPEALED: 1997, c. 39, s. 12.

Section Amendments with date in force (d/m/y)

1997, c. 39, s. 12 - 30/04/1999

Français

Back to top



Save the date

Exotic Animal Training Workshop in Toronto, October 5, 2018

World Animal Protection and Zoocheck would like to invite you to a training workshop on issues pertaining to the trade, regulation, seizure and sheltering of exotic animals and the associated animal welfare, public health and safety and environmental risks.

Exotic animals are growing in popularity as pets but research indicates few people are aware of their specialized needs. Improper care can lead to illness, injury and death of these animals and their human caregivers. If not addressed appropriately, this can put a strain on local animal shelters, compromise community health and safety and threaten native wildlife populations.

The training workshop will be led by experts in the field and is a must for animal control workers, enforcement personnel and animal welfare, public health and wildlife conservation professionals.

Admission is free.

For more information or to RSVP, please contact Jade Cooper-Clark at World Animal Protection Canada:
416 369 0044 x120 or jadecooper-clark@worldanimalprotection.ca



Town and Gown Committee

Report

1st Meeting of the Town and Gown Committee
September 13, 2018
Committee Room #3

Attendance PRESENT: D. Chang (Chair) Councillor M. Salih and Councillor P. Squire; P. Beechey, A.M. DeCicco-Best, J. Goodwin, V. Lilly, P. Masse, J. Smith, I. Teja and P. White and H. Lysynski (Secretary)

ABSENT: Councillors T. Park and J. Zaifman; Z. Engel

ALSO PRESENT: J. Adema, J. Burt, H. Chapman, G. Matthews and R. Wilcox

The meeting was called to order at 1:04 PM

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

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

That it BE NOTED that the Town and Gown Committee elected D. Chang and J. Smith as Chair and Vice Chair, respectively, for the term ending November 30, 2018.

2. Scheduled Items

2.1 Western Preparations for Student Activities for the end of September and Activities for October, 2018

That it BE NOTED that the Town and Gown Committee heard verbal presentations from P. White, Executive Director, Government Relations and D. Chang, Vice-President, University Students Council, Western University, with respect to planned student activities for the end of September and the month of October, 2018.

3. Consent

3.1 4th Report of the Town and Gown Committee

That it BE NOTED that the 4th Report of the Town and Gown Committee, from its meeting held on November 16, 2017, was received.

3.2 Municipal Council Resolution - Appointment of Jack Burt to the Town and Gown Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on November 28, 2017, with respect to the appointment of Deputy Chief J. Burt to the Town and Gown Committee, was received.

3.3 Municipal Council Resolution - Appointment of Zachery Engel to the Town and Gown Committee

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on March 27, 2018, with respect to the appointment of Z. Engel to the Town and Gown Committee, was received.

3.4 Western/Wharnccliffe Road Widening

That it BE NOTED that the City of London webpage relating to the Western Road/Wharnccliffe Road widening from Platt's Lane to Wharnccliffe Road North, was received; it being further noted that the Town and Gown Committee heard a verbal presentation from Councillor P. Squire with respect to this matter.

4. Items for Discussion

4.1 Notice of Planning Application - Zoning By-law Amendment - 536 and 542 Windermere Road

That it BE NOTED that the Notice of Planning application, Zoning By-law Amendment, from M. Campbell, Planner II, for the properties located at 536 and 542 Windermere Road, was received.

5. Deferred Matters/Additional Business

5.1 (ADDED) Advisory Committee Review

That it BE NOTED that the Town & Gown Committee held a general discussion with respect to the Advisory Committee review being undertaken in the Fall of 2018.

5.2 (ADDED) Fanshawe College Downtown Campus Doors Open Event

That it BE NOTED that the Town and Gown Committee was advised by J. Smith, Fanshawe College Student Union President, that the Downtown Campus of Fanshawe College will be having a Doors Open event on Saturday, September 15, 2018.

5.3 (ADDED) Thurman Circle Incident

That it BE NOTED that the Town and Gown Committee held a general discussion with respect to the incident that occurred on Thurman Circle in early September, 2018.

5.4 (ADDED) Late Night Bus Service

That it BE NOTED that the Town and Gown Committee held a general discussion with respect to a Friday and Saturday late night bus service for Western University and Fanshawe College students.

5.5 (ADDED) Bike Share Program

That J. Smith, Fanshawe College Student Union President BE REQUESTED to contact the Cycling Advisory Committee to request information on establishing a Bicycle Sharing Program for the Fanshawe College Downtown campus.

6. Adjournment

The meeting adjourned at 2:07 PM.

Accessibility Advisory Committee

Report

8th Meeting of the Accessibility Advisory Committee
September 27, 2018
Committee Room #3

Attendance PRESENT: J. Madden (Chair), M. Cairns, L. Chappell, M. Dawthorne, A. Forrest, N. Judges, J. Menard, P. Moore and P. Quesnel and J. Bunn (Secretary)

ABSENT: J. Higgins, K. Ramer, K. Schmidt and F. Simmons

ALSO PRESENT: Mayor M. Brown; D. Baxter, G. Bridge, S. Corman, C. Da Silva, J. Hodgins, A. Macpherson, J. Raycroft, A. Spahiu, M. Stone, G. Tucker and B. Westlake-Power

The meeting was called to order at 3:00 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 Day in a Chair

That it BE NOTED that a verbal presentation from Mayor M. Brown and A. McGaw, with respect to the Mayor's experience participating in A Day in a Chair, was received.

2.2 Introduction of a New City of London Accessibility Specialist

That it BE NOTED that G. Bridge, Manager Human Resources and Corporate Services, introduced M. Stone as the new City of London Accessibility Specialist.

2.3 Bus Rapid Transit – Accessibility

That it BE NOTED that the attached presentation from A. Spahiu, Environmental Service Engineer and J. Hodgins, Engineer-in-Training, as well as the Memo dated September 18, 2018, from A. Rammeloo, Manager III, Rapid Transit Implementation, with respect to an update on accessibility related to Bus Rapid Transit, was received.

2.4 Election Accessibility Update

That it BE NOTED that the attached presentation and demonstration of the accessible voting machines for the 2018 Municipal Election from S. Corman, Manager, Licensing and Elections, B. Westlake-Power, Deputy City Clerk, G. Tucker, Communications & Outreach and J. Raycroft, Intern - Elections and Special Projects, were received.

3. Consent

3.1 7th Report of the Accessibility Advisory Committee

That it BE NOTED that the 7th Report of the Accessibility Advisory Committee, from its meeting held on July 26, 2018, was received.

3.2 Municipal Council Resolution - 7th report of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on August 28, 2018, with respect to the 7th Report of the Accessibility Advisory Committee, was received.

3.3 Municipal Council Resolution - Correspondence from the Mayor M. Brown related to his meeting with the members of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on August 28, 2018, with respect to the correspondence from Mayor M. Brown regarding his meeting with members of the Accessibility Advisory Committee, was received.

3.4 Notice of Completion - Commissioners Road West Realignment - Municipal Class Environmental Assessment

That it BE NOTED that the Notice of Completion, dated September 13, 2018, from T. Koza, City of London and S. Keen, CIMA Canada Inc., with respect to the Commissioners Road West Realignment Municipal Class Environmental Assessment, was received.

3.5 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 900 King Street & 925 Dundas Street

That it BE NOTED that the Notice of Planning Application, dated August 8, 2018, from M. Campbell, Planner II, with respect to Official Plan and Zoning By-law Amendments related to the properties located at 900 King Street and 925 Dundas Street, was received.

4. Sub-Committees and Working Groups

4.1 Built Environment Sub-Committee Report

That it BE NOTED that the Built Environment Sub-Committee report, from its meeting held on September 17, 2018, was received.

5. Items for Discussion

5.1 Accessibility Advisory Committee Representatives for the Transportation Advisory Committee, Trails Advisory Group and Site Plan Review

That the following actions be taken with respect to Accessibility Advisory Committee (ACCAC) representatives on various groups:

a) P. Moore BE APPOINTED as the ACCAC representative on the Transportation Advisory Committee;

b) the Civic Administration BE ADVISED that requests for site visits from the Trails Advisory Group should be submitted to the Chair of the

ACCAC and she will ensure that a member of ACCAC is available to attend; and,

c) the Civic Administration BE ADVISED that site plans that need reviewing should be sent to J. Madden, M. Dawthorne and J. Menard.

5.2 Accessibility Advisory Committee Deferred Matters List

That it BE NOTED that the Accessibility Advisory Committee (ACCAC) held a general discussion with respect to the ACCAC Deferred Matters List, dated September 18, 2018, and the Updated Deferred Matters List, both appended to the agenda.

6. Deferred Matters/Additional Business

None.

7. Confidential

7.1 Personal Matters/Identifiable Individual

That the Accessibility Advisory Committee convene in closed session with respect to the following matter:

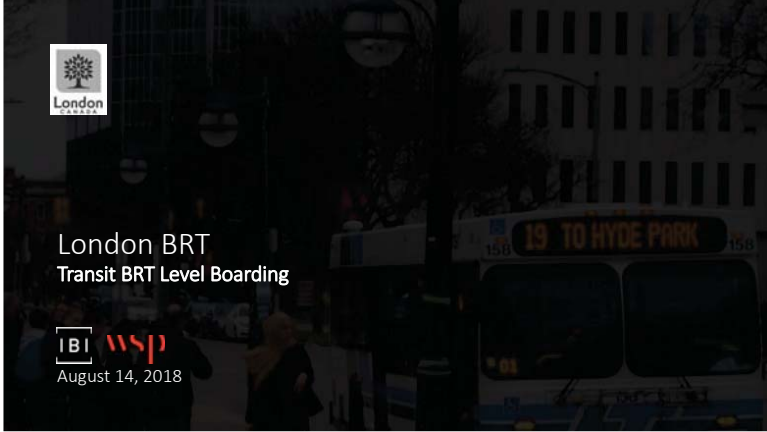
7.1. Personal Matters/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2019 Mayor's New Year's Honour List.

The Accessibility Advisory Committee convened in camera from 5:30 PM to 5:40 PM with respect to the above-noted matter.

8. Adjournment

The meeting adjourned at 5:47 PM.



LONDON ACCESSIBILITY GUIDELINES

CITY OF LONDON : BRT FACILITY ACCESSIBILITY DESIGN STANDARDS

4.1 ACCESS AND CIRCULATION

4.1.9 RAMPS

APPLICATION
Any part of an accessible route with a slope deeper than 1:25 shall be considered a ramp and shall comply with this section.

DESIGN REQUIREMENTS
Accessible ramps shall be on an accessible route complying with 4.1.6.

Figure 4.1.9.1 Minimum Ramp Landing Dimensions

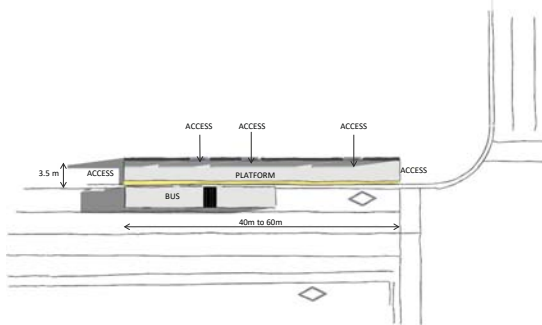
Figure 4.1.9.3 Turn around an Obstacle

Figure 4.1.9.4 Turn around an Obstacle

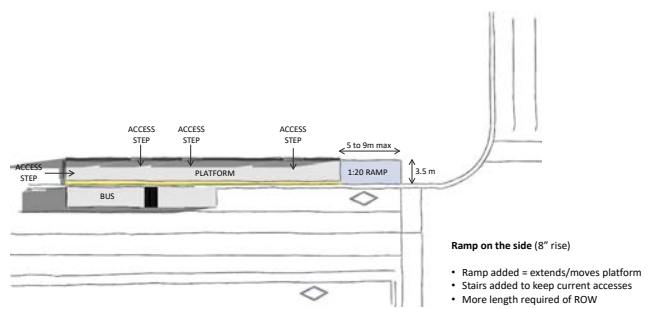
4.0 DESIGN STANDARDS

IBI | IBI GROUP | WSP | London BRT - Level Boarding (14" high platform) | August 2018

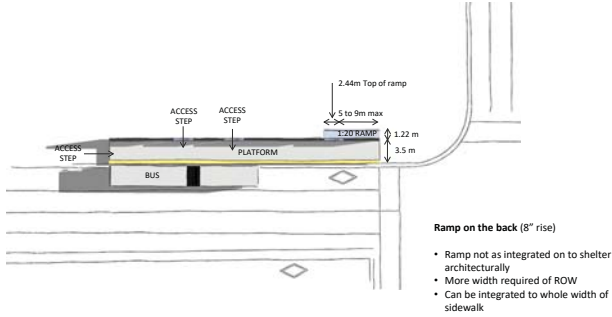
CURB SIDE - Typical



CURB SIDE - Solution 1



CURB SIDE - Solution 2

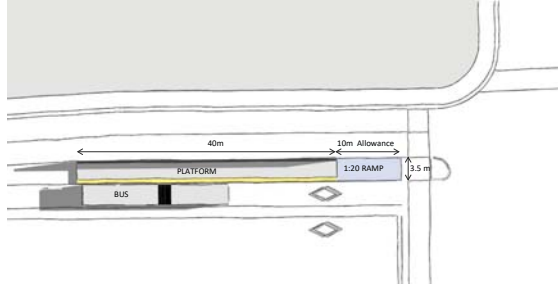


IBI GROUP WSJ

London BRT - Level Boarding (14" high platform)

August 2018

MEDIAN - Typical

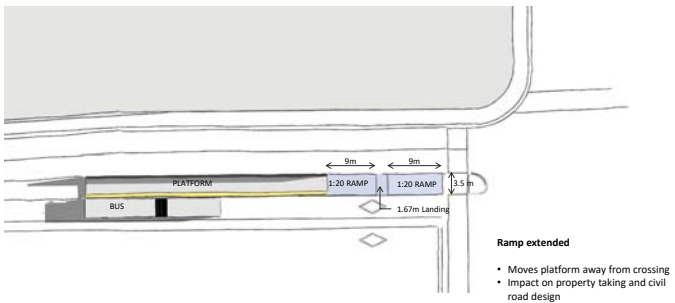


IBI GROUP WSJ

London BRT - Level Boarding (14" high platform)

August 2018

MEDIAN - Solution 3

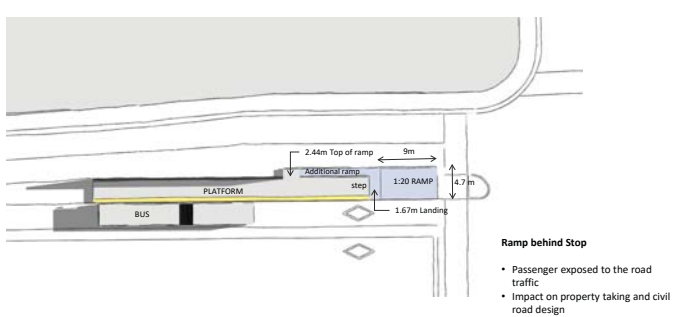


IBI GROUP WSJ

London BRT - Level Boarding (14" high platform)

August 2018

MEDIAN - Solution 4

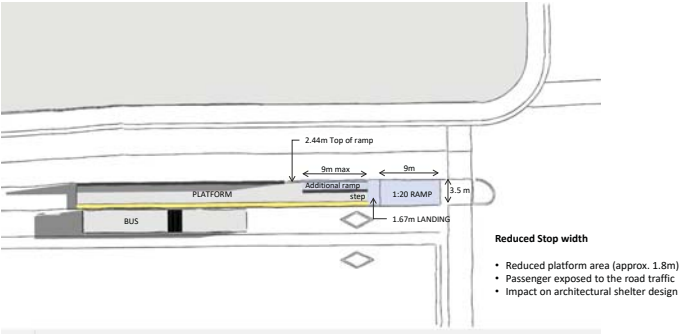


IBI GROUP WSJ

London BRT - Level Boarding (14" high platform)

August 2018

MEDIAN - Solution 5



IBI GROUP WSJ

London BRT - Level Boarding (14" high platform)

August 2018

MEDIAN - Solution 6



IBI GROUP WSJ



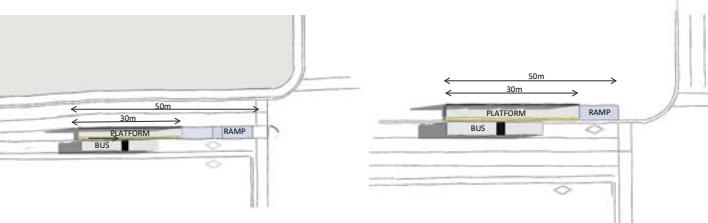
Raised intersection

- Raise intersection by 6" = ramp access height is shorter
- Slows down traffic = opportunity for streetscape design

London BRT - Level Boarding (14" high platform)

August 2018

MEDIAN and CURB SIDE - Solution 7



Shorter platform

- Reduced passenger waiting area
- No impact on civil road design and property taking
- Minimal impact on architectural shelter design

IBI GROUP WSJ

London BRT - Level Boarding (14" high platform)

August 2018

Rank Your Vote

Changes to the way London votes.

What you need to know.



WHAT YOU NEED TO KNOW


Accessible Voting

City of London - Elections

The Municipal Election is Monday, October 22, 2018

On this date, Londoners will elect our next:

- Mayor
- City Council
- School Board Trustee(s)





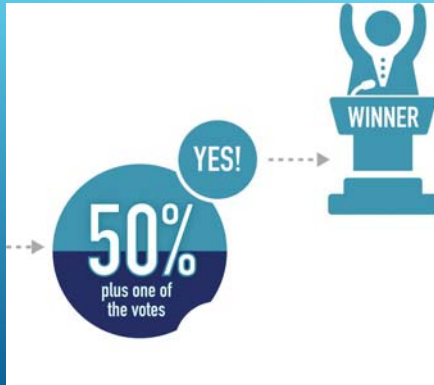
WE'RE NUMBER ONE!

London will be the first municipality in Canada to use Ranked Choice Voting

What's Changing?

- More choice for voters
- Winner needs 50% plus one of the votes cast
- New ballot





It's Important to Vote

Municipal elected officials
make decisions
about many aspects
of your daily life.

- Road Maintenance (Snow removal, sidewalks)
- Parking
- City Facilities
- Taxes
- Parks & Recreation
- Emergency Services (Police, Fire)
- Water
- Garbage & Recycling
- etc.etc.

**You Have the Right
to vote independently
and privately
on election day.**

**You Have the Right
to access the
polling station**

**Curbside Voting
(call ahead)**

519-661-4535

You Have the Right

**To seek assistance
when voting**

Accessible Voting Machines
at all Advance Poll
locations

**You Have the Right
to ask someone
to mark the ballot
for you**

Oath
of the Friend
of the Elector

**Need an ASL Interpreter?
Please make arrangements
in advance
519-661-4535**

Visual Impairment?

You have the right to hold
the secrecy folder
as it is being fed
through the tabulator

If you face a barrier
when voting,
let the staff know

www.London.ca/Elections

VOTES
London

Community Safety and Crime Prevention Advisory Committee

Report

6th Meeting of the Community Safety & Crime Prevention Advisory Committee
September 27, 2018
Committee Room #1

Attendance PRESENT: L. Norman (Chair), J. Bennett, B. Hall, R. Harvey, M. Sherritt and B. Spearman and H. Lysynski (Secretary)

 ALSO PRESENT: R. Brittan, T. MacDaniel and J. Walter

 REGRETS: I. Bielaska-Hornblower, S. Davis, M. Melling and L. Steel

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 London Transit Commission's Travel Safe Program

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee (CSCP) received the attached presentation from S. Wilson, Director of Operations, London Transit Commission, with respect to the London Transit Commission's Travel Safe program.

3. Consent

3.1 5th Report of the Community Safety & Crime Prevention Advisory Committee

That consideration of the 5th Report of the Community Safety and Crime Prevention Advisory Committee BE POSTPONED to the next Community Safety and Crime Prevention Advisory Committee meeting.

3.2 Municipal Council Resolution - Appointment of a Non-Voting Member

That it BE NOTED that the Municipal Council resolution adopted at its meeting held on July 24, 2018, with respect to the appointment of T. MacDaniel to the Community Safety and Crime Prevention Advisory Committee, was received.

3.3 Municipal Council Resolution - 5th Report of the Community Safety and Crime Prevention Advisory Committee

That consideration of the Municipal Council resolution adopted at its meeting held on June 28, 2018, with respect to the 5th Report of the Community Safety and Crime Prevention Advisory Committee BE POSTPONED to the next Community Safety and Crime Prevention Advisory Committee meeting.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 2019 Mayor's New Year's Honour List

That consideration of the 2018 Mayor's New Year's Honour List Nominations BE POSTPONED to the next meeting; it being noted that the Members were requested to submit Nominations at the next meeting.

5.2 Terms of Reference

That consideration of the Community Safety and Crime Prevention Advisory Committee Terms of Reference BE POSTPONED to the next meeting; it being noted that Members were asked to review the Terms of Reference and provide potential amendments to the next meeting.

5.3 Budget

That consideration of the 2018 Community Safety and Crime Prevention Advisory Committee budget BE POSTPONED to the next meeting.

5.4 Safe Cities Update

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal update and received the attached brochure from L. Norman, with respect to the first meeting of the Safe Cities Committee.

6. Deferred Matters/Additional Business

6.1 (ADDED) Children's Safety Village

That it BE NOTED that the Community Safety and Crime Prevention Advisory Committee heard a verbal update from J. Bennett with respect to the Children's Safety Village.

7. Adjournment

The meeting adjourned at 2:10 PM.



Your Safety is our Priority

All LTC employees continue to maintain the standards of quality service and concern for our customer's safety.



Courtesy stops – Rider requested Courtesy Stops along LTC routes where safety permits

Customers are asked to use LTC bus stops whenever possible, however, if requested and it is safe to do so, Operators will discharge or pick up customers between stops particularly during hours of darkness (morning or evening) or in the event that the customer(s) safety and/or health may be jeopardized. Operators are required to use discretion when doing so, taking into consideration weather and traffic conditions, and safety. If the area is not deemed a safe place to stop, Operators will indicate this to the customer and make a stop at the nearest safe location on the route. Please note that on Express routes, due to their limited-stop nature, Operators shall only perform courtesy stops in emergency situations.



On-board Safety – On-board audio-video surveillance and ability for drivers to contact the police

Operators can notify the London Police Services via LTC Dispatch if need be.

In addition, LTC vehicles are equipped with digital recording devices intended both as a deterrent to acts of vandalism/violence, and also for investigative purposes in the event of incidents occurring on the vehicle.



Community Safety – With close to 200 buses on the road, LTC has many eyes on the community to assist when needed.

LTC plays a far greater role in community safety than that provided while customers are on-board the vehicle. Londoners should utilize LTC buses as a safe haven should they be in a threatening situation, or to flag down an LTC Operator if they are in need of immediate assistance where their safety is being threatened.



Incident Reporting – Report any suspicious or threatening activities to drivers and/or call 911

To report any other concerns, please email ltc@londontransit.ca or, during business hours, please call Customer Service at 519-451-1347 select option '0' to speak to a representative who will assist you.

System safety and security is everyone's responsibility - see **something, say something**". Concerns can be reported to bus Operators.

Remember - in the case of an emergency, call 911 immediately.

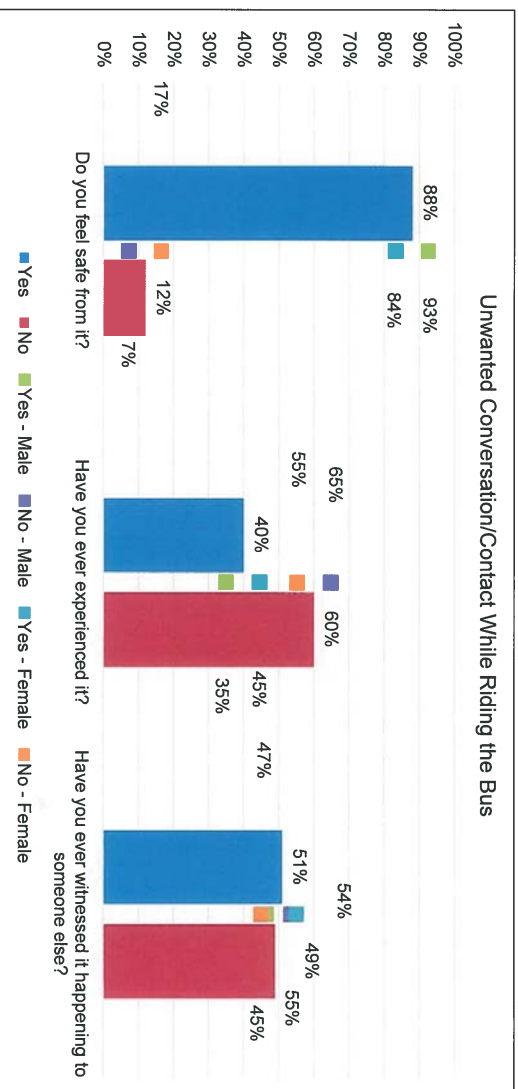
Safety & Security

- In Waves 1 and 2, customers were asked how safe they felt riding the bus and how safe/secure they felt while waiting for the bus. In Wave 3, London Transit requested a deeper dive into feelings of safety and security while riding and waiting for the bus. Customers were asked the following three questions about their experience while riding the bus and while waiting for the bus at the bus stop:
 1. Do you feel safe from unwanted contact/conversation?
 2. Have you ever experienced unwanted contact/conversation?
 3. Have you ever witnessed unwanted contact/conversation?
- Overall, customers feel safer while riding the bus than while waiting for it, but slightly more than while waiting for the bus.
- In both scenarios, females feel less safe than males.
- In both scenarios, more females report having experienced and witness unwanted contact/conversation than males.



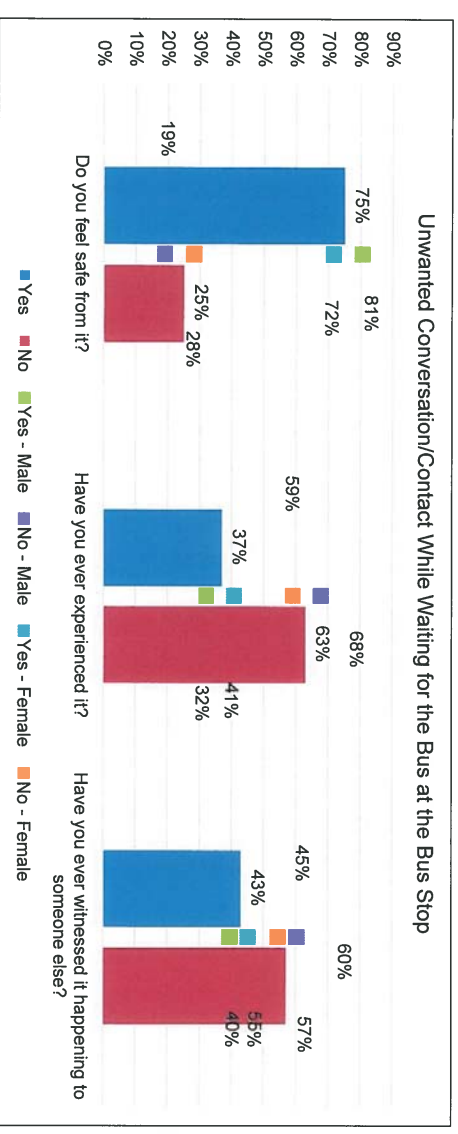
Unwanted Conversation/Contact While Riding the Bus

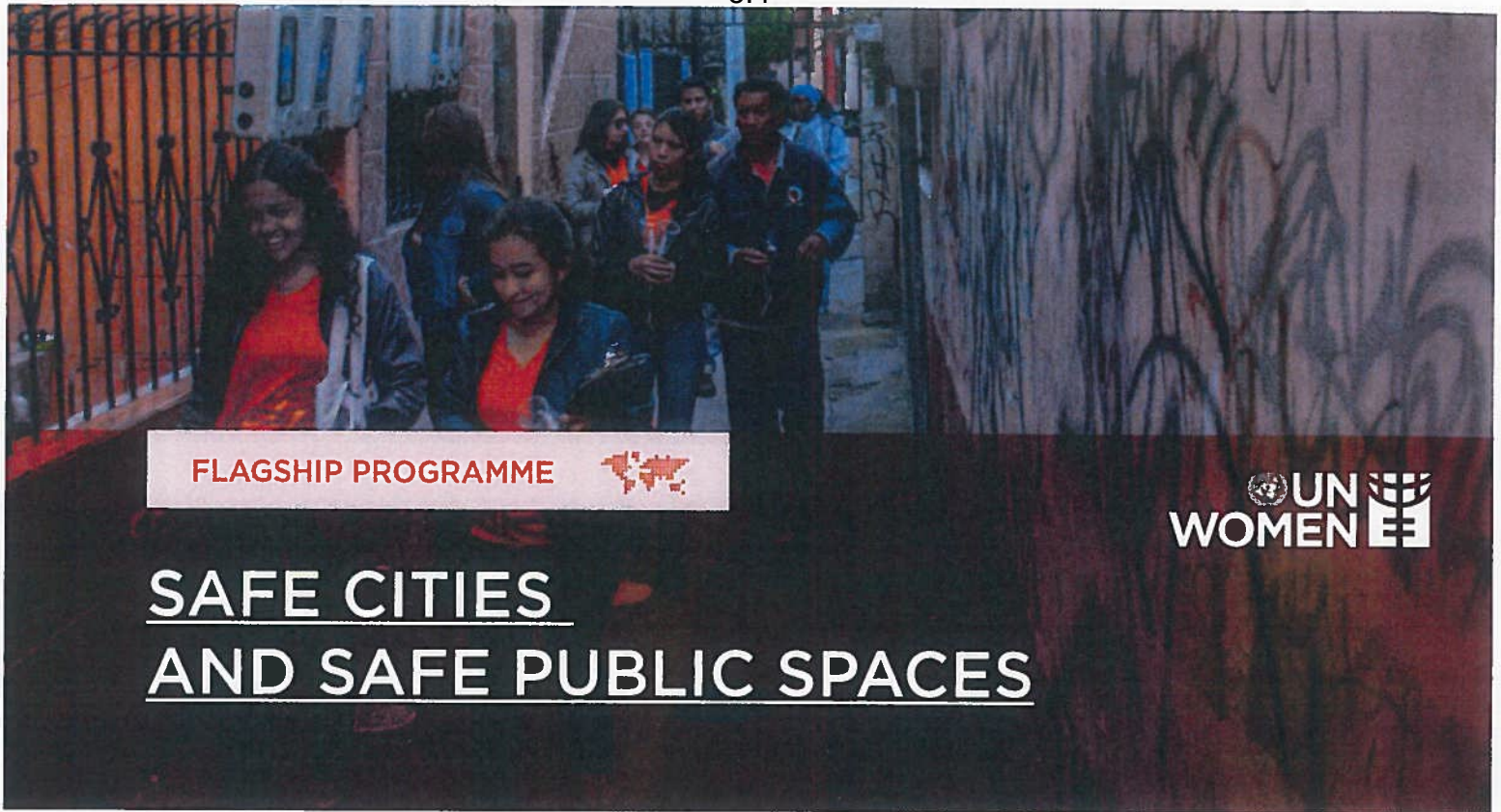
- 88% of customers feel safe from it (84% of females, 93% of males)
- 40% of customers have experienced it. (45% of females, 35% of males)
- 51% of customers have witnessed it. (55% of females, 47% of males)



Unwanted Conversation/Contact While Waiting at the Bus Stop

- 75% of customers feel safe from it. (72% of females, 81% of males)
- 37% of customers have experienced it. (41% of females, 32% of males)
- 43% of customers have witnessed it. (45% of females, 40% of males)





FLAGSHIP PROGRAMME



SAFE CITIES AND SAFE PUBLIC SPACES

Photo © UN Women/Nicolas Reyes

The Issue

Women and girls fear and experience various types of sexual violence in public spaces, from unwanted sexual remarks and touching to rape and femicide. It is a universal issue. It happens on streets, in and around schools, public transportation, schools, workplaces, public toilets, and parks in urban, rural, and conflict/post conflict settings.

This reality reduces women's and girls' freedom of movement and their ability to study and work, access essential services, participate in public life, and enjoy recreation opportunities. This impacts negatively their health and well-being.

In 2013, the United Nations Commission for the Status of Women (CSW57) identified various forms of sexual violence against women and girls (SVAWG) in public spaces as a distinct area of concern, and called on governments to prevent it. The 2030 Agenda for Sustainable Development has set "the elimination of all forms of violence against all women and girls in public and private spheres" as one of its specific goals (Target 5.2). In 2016, the New Urban Agenda commits to promote a safe, healthy, inclusive, and secure environment in cities and human settlements for all to live, work, and participate in urban life without fear of violence and intimidation.

Cover photo: Young women and men agents of change conduct safety audits in Quito to identify spaces that could change to improve feelings of safety among residents in the programme site, Quito 2015.

Our Strategy for Change

UN Women's Global Flagship Initiative "Safe Cities and Safe Public Spaces" builds on its "Safe Cities Free of Violence against Women and Girls" Global Programme launched in November 2010, to prevent and respond to SVAWG in public spaces.

Participating cities commit to:

1. Identify gender-responsive locally relevant and owned interventions. Conducting a scoping study is essential as it provides specific data to ensure a deep understanding of local forms of SVAWG in public spaces. Key stakeholders reflect on the findings to develop programmes with a specific set of results based on the local context and joint accountability.

UN WOMEN'S FLAGSHIP PROGRAMME INITIATIVES

Safe Cities and Safe Public Spaces is one of UN Women's Flagship Programming Initiatives designed to ensure that UN Women can deliver on the Sustainable Development Goals (SDGs). This Flagship Programme will support national governments to address multiple SDG targets across multiple goals.

FOR MORE INFORMATION ON THIS PROGRAMME, CONTACT: safecities@unwomen.org



2. Develop and effectively implement comprehensive laws and policies to prevent and respond to sexual violence in public spaces. Through capacity building, awareness raising, community mobilization and other strategies, authorities, women's grassroots and community partners are equipped to advocate, develop, and monitor the effective implementation of law and policies, and to make sure that accompanying resources are in place to support this action.

3. Investments in the safety and economic viability of public spaces. A gender approach to urban planning ensures that the needs of women and men are taken into account across all municipal departments' planning. This includes public infrastructure (investments in safe potable water, improved sanitation, lighting, creation of market stalls, provision of training on financial literacy) and economic development, focusing on opportunities for women's empowerment.

4. Change attitudes and behaviors to promote women's and girls' rights to enjoy public spaces free from violence. Girls, boys and other influential champions are engaged in transformative activities in schools and other settings to promote respectful gender relationships, gender equality, and safety in public spaces.

UN Women is a strong technical partner in city-led programmes. At global level, a package of guidance notes and other tools are available which can be adapted to country context. In collaboration with partners across cities, UN Women facilitates an online Knowledge and Exchange Platform, and convenes a Global Leaders' Forum to promote exchange and advance knowledge on trends, practices and lessons learned in safe cities and safe public spaces initiatives.

FACTS AND FIGURES - ENDING VIOLENCE AGAINST WOMEN

- In Washington, D.C., United States, a survey revealed that 27% of women transit riders experienced some form of sexual harassment (WMATA, 2016).
- In Port Moresby, a scoping study reveals that over 90% of women and girls have experienced some form of sexual violence when accessing public transportation (UN Women 2014).
- In Kigali, baseline study shows that 55% of women reported that they were concerned about going to educational institutions after dark (UN Women 2013).

SOME ACHIEVEMENTS

- Quito (Ecuador) amended a local ordinance to strengthen action against sexual harassment in public spaces. In 2016, the municipality adopted the Safe City Programme as an emblematic programme with strategies, interventions and a budget allocation.
- Egypt's Ministry of Housing, Utilities and Urban Development adopted women's safety audits to ensure a gender approach to urban planning.
- Rwanda's Gender Monitoring Office launched their own training on the prevention of sexual harassment against women in public transportation.
- Port Moresby (Papua New Guinea) established vendors associations in their safe market programme, with 50% representation of women in executive positions.

Partnerships for change

AT LOCAL, NATIONAL AND REGIONAL LEVELS: Authorities from a range of sectors and ministries (economic development, urban planning, transport, community development, women's machinery, justice, police, education, health, etc.); grassroots women's, youth, and men's groups and organizations, UN agencies; research and educational institutions, private sector, media, etc.

AT GLOBAL LEVEL: UN-Habitat, UNICEF and other agencies, Women in Cities International, Women and Habitat Network of Latin America and the Caribbean, the Huairou Commission, and United Cities and Local Governments (UCLG).

A growing list of champion cities

Participating cities: Cairo, New Delhi, Kigali, Port Moresby, Quito, Cape Town, Marrakech, Rabat, Quezon City, Mexico City, Dublin, Winnipeg (jointly with the Province of Manitoba in Canada), Edmonton (jointly with the Province of Alberta in Canada), Sakai, New York, Brussels, Guatemala City, Maputo, Tegucigalpa, Medellin, Bogotá, Cuenca, Villavicencio, Ho Chi Minh, Santo Domingo, Puebla and Torreón.

UN Women would like to thank our global partners, including our founding donor partner the Spanish Agency for International Development Cooperation (AECID), and the Government of the Republic of Korea, UNILEVER, and the Iceland National Committee for UN Women.

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

9th Meeting of the Diversity, Inclusion & Anti-Oppression Advisory Committee
September 20, 2018
Committee Room #2

Attendance PRESENT: R. Hussain (Chair), F. Cassar, A. Hamza, Z. Hashmi and P. Shack (Secretary)

ALSO PRESENT: T. Allott, K. Husain, S. Khan, M. Sereda, T. Tomchick-Condon and T. Wall

REGRETS: S. Lewkowitz, L. Osburne, M. Prefontaine, A. Sanchez, S. Sharma and I. Silver

The meeting stood adjourned at 12:30 PM, due to lack of quorum.

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

10th Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee October 3, 2018

Attendance PRESENT: R. Hussain (Chair), F. Cassar, A. Hamza, Z. Hashmi, A. Sanchez, S. Sharma, I. Silver; and P. Shack (Secretary)

ALSO PRESENT: K. Husain

REGRETS: S. Lewkowitz, L. Osburne, M. Prefontaine

The meeting was called to order at 12:00 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Opening Ceremonies

2.1 Acknowledgement of Indigenous Lands

That it BE NOTED that no Acknowledgement of Indigenous Lands was received.

2.2 Traditional Opening

That it BE NOTED that no traditional opening was received.

3. Scheduled Items

None.

4. Consent

None.

5. Sub-Committees and Working Groups

5.1 Awards and Recognition Sub-Committee

That the following actions be taken with respect to the 2018 Diversity, Race Relations and Inclusivity Award:

a) M.I. understanding BE AWARDED the 2018 Diversity, Race Relations and Inclusivity Award, in the Small Business/Labour (under 49 members) category for their initiative to increase Gender Diversity Literacy (see attached nomination);

b) Police Ethnic and Culture Exchange (PEACE Team) BE AWARDED for the 2018 Diversity, Race Relations and Inclusivity Award, in the Corporations Large Business/Labour (over 50 Members) category for

their initiative to hire diverse high school youth, giving them full-time summer employment and community engagement and learning opportunities (see attached nomination);

c) Emancipation Day celebration BE AWARDED THE 2018 Diversity, Race Relations and Inclusivity Award, in the Social Community Services Not for Profit (under 50) category for their Emancipation Day Celebration initiative (see attached nomination);

d) My Sisters Place BE AWARDED the 2018 Diversity, Race Relations and Inclusivity Award, in the Social Community Services Not for Profit (over 50) category for their Helping Women, Helping People initiative (see attached nomination); and,

e) N'Amerind Friendship Centre BE AWARDED the 2018 Diversity, Race Relations and Inclusivity Award, in the Youth/Young Adult Groups or Organizations category for their formation of the 1st Youth First Cultural Exchange (see attached nomination).

6. Items for Discussion

None.

7. Deferred Matters/Additional Business

None.

8. Adjournment

The meeting was adjourned at 12:30 PM.

Nominee

Name of Youth, Group or Organization you are nominating:

M.I. understanding

Address of Nominee (please include City, as well as postal code)

244 Briscoe St E London ON N6C 1X6

Name(s) of Contact People (including position titles)

Paula Jesty, Principal/Owner

➤ **Small business/small labour (49 or fewer employees/members)**

Does the nominee meet the eligibility criteria? yes

Project

What is the initiative this group/organization implemented?

www.Prideunderstanding.ca

When did the initiative take place? eg. Spring 2018

Pride understanding was launched January, 18, 2018 and is ongoing.

Do you know who the key department(s) or committees involved were? Please name:

Pride London Festival, Thames Valley District School Board, Kid's Mental Health Optimist Club of Canada, Fanshawe College, PFLAG Canada & London Chapter, The 519 Community Centre Toronto, Rainbow Optimist Club – Southwestern Ontario.

Brief description of initiative:

Pride understanding is a communication tool designed to start a conversation to increase GENDER DIVERSITY LITERACY. A series of videos & stories were created that help create a safe environment to ask questions, start a discussion to increase empathy, understanding and decrease stigma.

How has the initiative contributed to the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city? eg. Number of people who benefited from this initiative, success stories, etc.

Over 20,000 people have been reached and impacted. This has been done through presentation and YouTube views of the videos. Presentations have been made to School Board superintendents, principals, teachers, community organizations, politicians, community organizations and the general public. Pride understanding had a booth at Pride London Festival's Pride in the Park July 27, 28 and 29 and also had a presence in the Pride Parade. Pride Understanding had a display at Forest City Comicon and was very well received

5.1 a

What short or long-term impact has/will the initiative have on the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city?

One of the results was the development of material for curricula in the area of gender diversity, equity and inclusion with the focus on early intervention, understanding and the decrease of stigma; through the art of storytelling as a method of communicating, educating and increasing awareness. This initiative supported early learning around multiculturalism, human rights, diversity and the fundamental values that keep marginal communities from being isolated, leading to rejection and bullying. Other initiatives developed through this project included: the community exhibits to strengthen engagement with students, families and the community, supportive curriculum to successfully enhance existing school and community programs and to support the development of new programs centered around equity and inclusion.

What is the potential for expansion and/or inspiration for replication of the initiative?

An Ontario Trillium Foundation Grow Grant has been applied for to create another series of video stories and expand to other school boards and areas across Ontario. Organizations in Toronto, Windsor and Sarnia already have reached out to start working with the Pride understanding team. The Rainbow Optimist Club – Southwestern Ontario will be promoting and using Pride understanding to increase understanding and gender diversity literacy in the rural LGBTQ2Q+ youth, their families and their communities.

How can receiving this Award be used to further promote diversity, race relations, inclusivity and human rights in London and to further promote London as a welcoming city?

By receiving this Award, London would be leading by example. It would be seen as a more open, understanding and welcoming City. By starting the conversations that Pride understanding can facilitate residents have a better understanding. London will be getting closer to the goal of being seen as a Creative City.

Nominator

Martin Withenshaw



Diversity, Race Relations and Inclusivity Award Nomination Form

London
CANADA

NOMINEE INFORMATION

Name of group or organization: <i>London Police Service</i>	
Business Address: <i>601 Dundas St</i>	
City: <i>London</i>	Postal code: <i>N6B 1X1</i>
Name(s) of contact people (including position titles): <i>Anthea Fordyce - Secondary School Resources Officer</i> <i>Jacquie Wilson "</i>	
Business Telephone: <i>519-661-5670</i>	Business Fax:
Business E-mail: <i>a.fordyce@londonpolice.ca</i>	
Category: (check one)	
<input type="checkbox"/> Small business/small labour (49 or fewer employees/members)	
<input checked="" type="checkbox"/> Large business/large labour (50 or more employees/members)	
<input type="checkbox"/> Social/community services (including Not-for-Profits) (49 or fewer employees/members)	
<input type="checkbox"/> Social/community services (including Not-for-Profits) (50 or more employees/members)	
<input type="checkbox"/> Youth/young adult groups or organizations (<26 years of age)	

INITIATIVE INFORMATION (attach additional sheets or supporting material as required)

What is the initiative this group/organization implemented? <i>Police Ethnic And Culture Exchange (PEACE Team)</i>
When did the initiative take place? eg. Spring 2018 <i>Summer 2018 (running since 1994)</i>
Do you know who the key department(s) or committees involved were? Please name: <i>Anthea Fordyce - Secondary School Resource Officer in Community Services</i> <i>Jacquie Wilson "</i>
Key people involved: <i>Anthea Fordyce</i> <i>Jacquie Wilson</i>
Brief description of initiative: <i>The PEACE team looks to hire diverse high school youth, giving them fulltime summer employment + lots of community engagement + learning opportunities</i>
How has the initiative contributed to the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city? <i>-Hiring diverse youth, much community engagement + involvement in diverse learning + specifically the role London Police played in creation of Youth First Cultural Exchange + the running of the program</i>

What short or long-term impact has/will the initiative have on the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city?

Short - summer work experience, full time pay, understanding + immersion in diverse City of London, Relationship building
 Long - poss. financial support for Post Secondary, poss career w/ Police
 better + more understanding of Community + roles

What is the potential for expansion and/or inspiration for replication of the initiative?

Opportunity to share experience of Youth First Cultural Exchange to other Services (Police + otherwise)
 - Continued opportunities can strengthen relationships

How can receiving this Award be used to further promote diversity, race relations, inclusivity and human rights in London and to further promote London as a welcoming city?

- shows London organizations working together
 - shows LPS caring @ youth, their futures + life choices
 - shows London cares @ youth

NOMINATOR INFORMATION

Your Name: Theresa Allott	
Address: 601 Dundas St	
City: London	Postal code: N6B 1K1
Telephone: 519-660-5812	Fax:
E-mail: diversityofficer@londonpolice.ca	Signature: T Allott
Date: 2018-09-25	Note: By submitting this form you are hereby confirming that the Nominee has consented to the nomination.

Submissions must be received by September 30 to:

Diversity, Inclusion and Anti-Oppression Advisory Committee
 c/o Committee Secretary, City Clerk's Office
 City of London
 300 Dufferin Avenue, PO Box 5035
 London, ON N6A 4L9

Phone: 519-661-CITY (2489) Ext. 5417
 Fax: 519-661-4892
 E-mail: pshack@london.ca

NOTICE OF COLLECTION OF PERSONAL INFORMATION

Please be advised that all nominations submitted for the Diversity, Race Relations and Inclusivity Award become part of the public record. The nominations will be published on a public agenda and made available electronically through the City of London public internet website. The personal information collected on this form is collected under the authority of the Municipal Act 2001, as amended, and will be used to administer the Diversity, Race Relations and Inclusivity Award program. Questions about this collection should be addressed to the City Clerk at 300 Dufferin Avenue, London, Ontario N6A 4L9 Tel: 661-CITY (2489) Ext. 4937

City of London - City of London Diversity, Race Relations and Inclusivity Award - Nomination Form

Section 1 - Information of Group/Organization Being Nominated

Name of Youth, Group or Organization you are nominating: **Emancipation Day Celebration**

Address of Nominee (please include City, as well as postal code): **801-985 Huron Street, London, N5Y 5E4**

Name(s) of Contact People (including position titles): **Justine Turner, Event Organizer**

Business Phone #: **5196973430**

Business E-mail address: **justine@emancipationdaycelebration.com**

Organization Website (if one exists):

Which of the following categories does this group/organization fit into?: **Social/Community Services (49 or fewer)**

Does the nominee meet the eligibility criteria?: **Yes**

Section 2 - Your Reason for Nominating

What is the initiative this group/organization implemented?: **Emancipation Day Celebration**

At what time during this year did this initiative take place? (eg. Spring 2017): **September 23, 2018**

Name the key individuals, departments or committees involved: **Justine Turner**

Brief description of initiative: **Emancipation Day Celebration is an annual event held to celebrate the historical significance of the black community in London and their ancestors who sought freedom from slavery. The first incarnation of event ran from 1948 to 1986 and was re-established in 2013 by Justine Turner to promote inclusivity and diversity by creating a shared and welcoming space for Londoners to learn about black history.**

How has the initiative contributed to the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city? eg. Number of people who benefited from this initiative, success stories, etc.: **Across North America and the Caribbean, Emancipation Day Celebrations commemorate the freedom of enslaved people of African descent. It is an important day in which we acknowledge the struggle and loss suffered by the hundreds of thousands of people who tirelessly fought for freedom from slavery. In London, Emancipation Day Celebration has a long tradition of bringing diverse groups together to celebrate freedom from this dark period of history. For many Londoners of African descent, it is a day to remember the suffering and determination of their ancestors who travelled here seeking safety and a life free of bondage. For allies and other event attendees, Emancipation Day Celebration represents an opportunity to acknowledge the incredible struggle and sacrifice of those who sought freedom, while also celebrating London's history as a beacon of safety for so many on their arduous journey of hope. As a city with a predominantly white-Caucasian demographic, it is especially important that events like Emancipation Day Celebration exist to provide a welcoming and inclusive space to learn about black history in the city. The event encourages all Londoners to join and learn more about the history of slavery in North America and the symbolism of the Meeting Tree. This helps to promote diversity and foster a shared understanding by beautifully showcasing black history through songs and stories. The Meeting Tree and the work of the event organizer to protect it is also an important aspect that promotes inclusivity and belonging. The Meeting Tree exemplifies that all Londoners are connected to history through the nature arounds us and reminds us to respect each other and our environment.**

What short or long-term impact has/will the initiative have on the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city?: **The growth of this event over the last five years demonstrates its value in the London community and especially those of African descent. As the event continues to grow and expand in the future, the larger community will become more knowledgeable about the event and as a result black history in the city. This will inspire others to become involved in the Emancipation Day Celebration as well as other events celebrating diversity and black history in London. Of equal importance is the Meeting Tree and its symbols of strength, courage, perseverance, hope and safety celebrated at the Emancipation Day Celebration. Through the work of the event organizer, the Meeting Tree was designated as a Heritage Tree in 2012 and has become a centerpiece of the day. Heritage Tree designation ensures that it will be preserved in the city to allow future generation to learn about its historical**

importance to many in the black community in London.

What is the potential for expansion and/or inspiration for replication of the initiative?: **This event will continue to expand each year as more and more Londoners become aware of it as well as the Meeting Tree and its significance to many in London's black community. Through this, the larger community will become more knowledgeable about the event and as a result black history in the city. This will inspire others to become involved in the Emancipation Day Celebration as well as other events celebrating diversity and black history in London. This could lead to potential future community collaborations including other installations that commemorate its significance or benches for people to sit in the vicinity to take in its beauty and reflect on its importance to the city.**

How can receiving this Award be used to further promote diversity, race relations, inclusivity and human rights in London and to further promote London as a welcoming city?: **Through the Emancipation Day Celebration a striking element of London's history is retold and remembered for attendees who visit and learn of its significance through the ceremony at the Meeting Tree. By receiving this award, this important work will have increased recognition in the community through news, social media and other City of London promotions. The award would also reinforce the importance of efforts of those who strive to commemorate black history in our community and encourage others to learn more and become involved. Finally, this award is an opportunity to educate Londoners about Emancipation Day Celebration and the Meeting Tree. This will help ensure that the event goes on for many years and continues to engage Londoners—now and for generations to come.**

Do you wish to attach a document or photo in support of your nomination?: **Emancipation Day Celebration 2018 Poster.jpg**

Another document or photo?:

Another document or photo?:

Another document or photo?:

Section 3 - Nominator Information

Your Name: **Amber Matthews**

Your Address (please include postal code):

Your Phone #:

Your e-mail (a copy of this submission will be sent to the e-mail address you provide):

Submitted on: **9/30/2018 5:47:03 PM**

City of London - City of London Diversity, Race Relations and Inclusivity Award - Nomination Form

Section 1 - Information of Group/Organization Being Nominated

Name of Youth, Group or Organization you are nominating: **My Sisters Place**

Address of Nominee (please include City, as well as postal code): **566 Dundas St.
London N6B 1W8**

Name(s) of Contact People (including position titles): **Rita Senior Staff,Indigenous
and Cultural Program Administration**

Business Phone #: **519-697-9570**

Business E-mail address: **mysistersplace@cmhamiddlesex.ca**

Organization Website (if one exists): **My Sisters Place London Middlesex
C.M.H.A.**

Which of the following categories does this group/organization fit
into?: **Social/Community Services (49 or fewer)**

Does the nominee meet the eligibility criteria?: **Yes**

Section 2 - Your Reason for Nominating

What is the initiative this group/organization implemented?: **Helping
Women,Helping People**

At what time during this year did this initiative take place? (eg. Spring 2017): **365
days a Year all years established**

Name the key individuals, departments or committees involved: **Day and Evening
Program C.M.H.A.**

Brief description of initiative: **Good,Great Awesome Mental Health and Inclusion Advocacy Legal Support And Community Supports also Peer Support**

How has the initiative contributed to the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city? eg. Number of people who benefited from this initiative, success stories, etc.: **Saves Lives Everyday,That are in Very extreme he man rights battles Pscho Social,Physical,Emotional,Mental ect. Also So many in Transition and at Risk of or are already homeless**

What short or long-term impact has/will the initiative have on the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city?: **A Very Vital Resource in Our Community that is there for all these concerns and Human Rights Battles ongoing**

What is the potential for expansion and/or inspiration for replication of the initiative?: **Good Great Very!**

How can receiving this Award be used to further promote diversity, race relations, inclusivity and human rights in London and to further promote London as a welcoming city?: **Important to acknowledge their Great Work Great Outcomes and Raise Awareness for better Funding**

Do you wish to attach a document or photo in support of your nomination?:

Another document or photo?:

Another document or photo?:

Another document or photo?:

Section 3 - Nominator Information

Your Name: **Sheilagh Lesarge**

Your Address (please include postal code):

Your Phone #:

Your e-mail (a copy of this submission will be sent to the e-mail address you provide):

Submitted on: **9/21/2018 12:59:39 PM**



Diversity, Race Relations and Inclusivity Award Nomination Form

London
CANADA

NOMINEE INFORMATION

Name of group or organization: <i>N'Amerind Friendship Centre (London)</i>	
Business Address: <i>260 Colborne St</i>	
City: <i>London Ont</i>	Postal code: <i>N6B 2S6</i>
Name(s) of contact people (including position titles): <i>Rochelle Cornelius - Wasa Nabin Coordinator</i> <i>Sandy Albert - Urban Aboriginal Healthy Living Coordinator</i>	
Business Telephone: <i>519-673-0131</i>	Business Fax:
Business E-mail: <i>rcornelius@namerind.on.ca</i>	
Category: (check one)	
<input type="checkbox"/> Small business/small labour (49 or fewer employees/members)	
<input type="checkbox"/> Large business/large labour (50 or more employees/members)	
<input checked="" type="checkbox"/> Social/community services (including Not-for-Profits) (49 or fewer employees/members)	
<input type="checkbox"/> Social/community services (including Not-for-Profits) (50 or more employees/members)	
<input type="checkbox"/> Youth/young adult groups or organizations (<26 years of age)	

INITIATIVE INFORMATION (attach additional sheets or supporting material as required)

What is the initiative this group/organization implemented? <i>Youth First Cultural Exchange</i>
When did the initiative take place? eg. Spring 2018 <i>July 23, 24 + 25 2018</i>
Do you know who the key department(s) or committees involved were? Please name: <i>Wasa Nabin Coordinator - Rochelle Cornelius + Sandy Albert</i>
Key people involved: <i>Rochelle Cornelius</i> <i>Sandy Albert</i>
Brief description of initiative: <i>N'Amerind lead the formation of 1st ever Youth First Cultural Exchange + partnered w LPS, WFD, LEMS, Atlohsa, SOAHAC, TVDSB + LDCSB to develop 3 interactive days of First Responders + Indig. youth cultural exchange. Focus on relationship building + possible future career</i>
How has the initiative contributed to the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city? <i>- worked on strengthening relationships between First Responders + Indig. youth</i> <i>- exchange of culture + knowledge sharing</i> <i>- provided info on poss careers in first response to indig. youth</i> <i>- showed collaboration + partnerships between the many organizations involved</i>

<p>What short or long-term impact has/will the initiative have on the promotion of diversity, race relations, inclusivity and human rights in London and promoting London as a welcoming city?</p> <p>Short - making others more approachable + open to sharing + listening to others</p> <p>Long - poss more representation in workforce of first responders</p>
<p>What is the potential for expansion and/or inspiration for replication of the initiative?</p> <p>- expansion - already planned for 4 days next year</p> <p>- continue to have LPS summer youth part of program</p> <p>- share with other communities</p>
<p>How can receiving this Award be used to further promote diversity, race relations, inclusivity and human rights in London and to further promote London as a welcoming city?</p> <p>- shows what Ldn organizations working together can do</p> <p>- shows that Ldn organizations care @ youth, relationships + future jobs + success</p>

NOMINATOR INFORMATION

Your Name: Theresa Allott	
Address: 601 Dundas St	
City: London	Postal code: N6B 1X1
Telephone: 519-660-5812	Fax:
E-mail: diversity.officer@londonpolice.ca	Signature: T Allott
Date: 2018-04-21	Note: By submitting this form you are hereby confirming that the Nominee has consented to the nomination.

Submissions must be received by September 30 to:

Diversity, Inclusion and Anti-Oppression Advisory Committee
 c/o Committee Secretary, City Clerk's Office
 City of London
 300 Dufferin Avenue, PO Box 5035
 London, ON N6A 4L9

Phone: 519-661-CITY (2489) Ext. 5417
 Fax: 519-661-4892
 E-mail: pshack@london.ca

NOTICE OF COLLECTION OF PERSONAL INFORMATION

Please be advised that all nominations submitted for the Diversity, Race Relations and Inclusivity Award become part of the public record. The nominations will be published on a public agenda and made available electronically through the City of London public internet website. The personal information collected on this form is collected under the authority of the Municipal Act 2001, as amended, and will be used to administer the Diversity, Race Relations and Inclusivity Award program. Questions about this collection should be addressed to the City Clerk at 300 Dufferin Avenue, London, Ontario N6A 4L9 Tel: 661-CITY (2489) Ext. 4937

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON OCTOBER 10, 2018
FROM:	LYNNE LIVINGSTONE MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES
SUBJECT:	ONTARIO TRANSFER PAYMENT AGREEMENTS SENIORS ACTIVE LIVING CENTRES PROGRAM FOR KIWANIS SENIORS COMMUNITY CENTRE, HAMILTON ROAD SENIORS CENTRE & COMMUNITY CENTRE AND NORTH LONDON OPTIMIST COMMUNITY CENTRE

RECOMMENDATION

That, on the recommendation of Managing Director of Neighbourhood, Children and Fire Services, the attached proposed by-law (Appendix "A1") BE INTRODUCED at the Municipal Council meeting to be held on October 16, 2018 to:

- a) authorize and approve a template 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 Minister for Seniors and Accessibility ("Province") for the purpose of funding Seniors Active Living Centres Programs at Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre and North London Optimist Community Centre; and
- b) authorize the Mayor and the City Clerk to execute the Agreement authorized and approved in part a); and
- c) authorize the City Manager, and the Managing Director, Neighbourhood, Children and Fire Services, and written designates, to approve agreements with respect to programs under the *Seniors Active Living Centres Act, 2017*, or any successor legislation, to be entered into between The Corporation of the City of London and Her Majesty the Queen in right of Ontario, and any schedules thereto, and any amendments thereto, and such further other documents (including project budgets, cash flows and other financial reporting) that:
 - i. are consistent with the requirements contained in the Agreement approved in part a);
 - ii. do not require additional funding or are provided for in the City's current budget; and
 - iii. do not increase the indebtedness or liabilities of The Corporation of the City of London.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Elderly Persons Centres Funding Agreement – April 15, 2014

BACKGROUND

The City of London has received funding from the Province of Ontario, since 1999, through the Elderly Persons Centres (EPC) Act and more recently through the Seniors Active Living Centres (SALC) Act, 2017. These funds support seniors' recreation and leisure programs at Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre and North London Optimist Community Centre.

The purpose of this report is to provide an update on the new agreements required by the Province of Ontario (which will replace the terms and conditions the City signed in 2014) and to delegate authority and authorize the execution of agreements and such further documents (including project budgets, cash flows and other financial reporting) with respect to programs under the Seniors Active Living Centres Act, 2017 or any successor legislation for the purpose of funding Seniors Active Living Centres Programs.

Seniors Active Living Centres

On October 1, 2017, the *Seniors Active Living Centres Act, 2017* was proclaimed. This new Act replaces the former Elderly Persons Centres Act.

Aging with Confidence: Ontario's Action Plan for Seniors promotes healthy seniors, age friendly communities, and ensuring that seniors are provided with the programs, services and supports that help seniors to live safely, independently, and with dignity. Seniors Active Living Centres (SALCs) are an integral part of Ontario's Action Plan for Seniors and specifically support Ontario's mission to make the province the best place to grow up and grow old.

There are currently 263 provincially-funded SALC programs in Ontario. The City of London delivers these programs at Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre and North London Optimist Community Centre.

Program Funding

City records indicate that in 1999 the City of London first started to participate in the EPC funding program through the following community centres: Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre and North London Optimist Community Centre. Since that time, the City has received uninterrupted yearly funding through the EPC funding program with some modest increases along the way. These funds are used to off-set Centres' operational costs. The EPC and SALC program funds are cost shared between the City and the Province, with the City addressing its 20% contribution through existing approved budgets; the City will continue to do so.

In 2007/2008 the Ministry introduced a new "Special Grants" funding component under the EPC. The Special Grant (SG) funding is available to support new program development and equipment. The City has made annual submissions to this program and each of the Centres has been successful in receiving funding each year up to \$15,000.

The total SALC program funding provided by the Province for 2018-19 is \$156,178.98. This funding consists of \$42,700 in operating funding and \$9,359.66 in special grants for SALC programs at each of three community centres: Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre and North London Optimist Community Centre.

Ontario Transfer Payment Agreements (TPA) between The Corporation of the City of London and the Province of Ontario

On September 18, 2018 the City of London received a communication from the Minister for Seniors and Accessibility that:

- outlines the Seniors Active Living Centres Program 2018-19 Confirmation of Funding; and
- describes the requirement to sign updated transfer payment agreements (which represents the City of London's contract with the Province of Ontario) which will replace the Terms and Conditions the City of London signed in 2014.

A template Ontario Transfer Payment Agreement is attached as Schedule 1.

Risk Management

The Risk Management staff has identified the indemnity provisions within the Ministry of Seniors and Accessibility 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 into 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

There is no financial impact to the City budget. The funding application, to the Ministry of Seniors and Accessibility is cost shared using 80% Provincial dollars with the 20% City contribution accommodated within the existing approved Neighbourhood, Children & Fire Services, Neighbourhood Operations, Community Centres budget.

CONCLUSION

Since 1999/2000 (from our records) City involvement in the EPC/SALC funding program has generated \$994,672. The Special Grant program since 2007/2008 has generated \$396,400.

The City's long standing relationship with the Provincial Government in the EPC/SALC funding program has yielded tremendous benefits to the City of London and in particular for older adult and senior residents.

Acknowledgements: this report was prepared with the assistance of Jason Wills, Manager III, Risk Management, Risk Management Division; Lynn Marshall, Solicitor II, Legal and Corporate Services; Steve Whitmore, Financial Business Administrator, Finance and Corporate Services.

PREPARED BY:	SUBMITTED BY:
MELISSA COSTELLA, MANAGER II, COMMUNITY & SENIORS' CENTRES NEIGHBOURHOOD OPERATIONS NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	PAUL D'HOLLANDER, MANAGER IV, NEIGHBOURHOOD OPERATIONS NEIGHBOURHOOD, CHILDREN & FIRE SERVICES
RECOMMENDED BY:	
LYNNE LIVINGSTONE, MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	

- C. Lynn Marshall, Solicitor II
- Jason Wills, Manager III, Risk Management
- Kyle Murray, Director, Financial Planning & Business Support

APPENDIX A1

Bill No.
2018

By-law No. A.-_____

A by-law to approve the template Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in right of Ontario with respect to funding for Seniors Active Living Programs; and to authorize the Mayor and the City Clerk to execute the Agreement.

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 (1) a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and (2) that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality, including respecting climate change; 6. Health, safety and well-being of persons; 7. Services and things the municipality is authorized to provide under subsection (1); 8. Protection of persons and property;

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

AND WHEREAS the *Seniors Active Living Centres Act, 2017*, S.O. 2017, c. 11, Sched. 6, provides for the payment of Provincial grants towards the cost of maintaining and operating Seniors Active Living Centre programs;

AND WHEREAS the City operates Seniors Active Living Centre programs at Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre, and North London Optimist Community Centre;

AND WHEREAS the City wishes to enter into Transfer Payment Agreements with the Queen in right of Ontario with respect to funding for these Seniors Active Living Centre programs;

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

1. (a) The template agreement, substantially in the form attached as Schedule 1 to this By-law, between The Corporation of the City of London and Her Majesty the Queen in right of Ontario, as represented by the Minister for Seniors and Accessibility, with respect to funding for Seniors Active Living Centre Programs at Kiwanis Seniors Community Centre, Hamilton Road Seniors Centre and Community Centre, and North London Optimist Community Centre, is approved.

(b) The Managing Director, Neighbourhood, Children and Fire Services, and his or her written designates, are severally delegated the authority to insert the name of the centre onto the first page, and to insert contact information on Schedule B of the agreement approved in (a) above.
2. The City Manager, and his or her written designates, and the Managing Director, Neighbourhood, Children and Fire Services, and his or her written designates, are severally delegated the authority to approve agreements with respect to programs under the *Seniors Active Living Centres Act, 2017*, or any successor legislation, to be entered into between The Corporation of the City of London and Her Majesty the Queen in right of Ontario, and any schedules thereto, and any amendments thereto, and such further other documents (including project budgets, cash flows and other financial reporting) that:
 - (i) are consistent with the requirements contained in the Agreement approved in section 1 above;
 - (ii) do not require additional funding or are provided for in the City's current budget; and
 - (iii) do not increase the indebtedness or liabilities of The Corporation of the City of London.

3. The Mayor and the City Clerk are authorized to execute the contracts, agreements, schedules, amendments and documents approved under section 1 and section 2 above.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on October 16, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE 1

ONTARIO TRANSFER PAYMENT AGREEMENT SENIORS ACTIVE LIVING CENTERS PROGRAM

THE AGREEMENT is effective as of the first day of May, 2018.

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister for Seniors and Accessibility (the
“Province”)

- and -

The Corporation of the City of London
(*<Insert Name of Centre>*)

(the “Recipient”)

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

and

any amending agreement entered into as provided for in section 4.1, 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

6

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

5.0 ACKNOWLEDGEMENT

5.1 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.

- SIGNATURE PAGE FOLLOWS -

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 for
Seniors and Accessibility

Date

Kathleen Henschel, Director

THE CORPORATION OF THE CITY OF LONDON

Date

Name:

Title:

I have authority to bind the Recipient.

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 and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget for expenses related to the Recipient's seniors active living centre program, as set out in the Funding Letter.

"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.

"Funding Letter" means the letter(s) from the Province to the Recipient indicating the approved amount of the Funds to the Recipient for the Funding Year;

"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 the Funding Letter.

“**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 and the Recipient.

“**Party**” means either the Province or the Recipient.

“**Program Guidelines**” means the Province’s program guidelines, issued April 2018, and revised from time to time by the Province, containing terms and conditions in respect of seniors active living centre program funding.

“**Project**” means the undertakings approved by the Province in accordance with the *Seniors Active Living Centres Act, 2017*, in support of the Recipient’s seniors active living centre program, as set out in the Funding Letter.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient 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 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 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 organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient 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 to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient 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 shall continue until terminated 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 at regular intervals determined by the Province, with notice to the Recipient, as set out in the Funding Letter; -; 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.

12

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 will:

- (a) submit to the Province at the address referred to in section A17.1, an annual report in accordance with the Program Guidelines, 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 the annual report and any other reports are completed to the satisfaction of the Province; and
- (d) ensure that the annual report and any other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 **Record Maintenance.** The Recipient 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 and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient'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 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 will:

14

- (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 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 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

15

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.

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 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 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 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:

17

- (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.

18

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 and the Recipient 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 ¹⁹waiver 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 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:

- (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;²⁰
- (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 3.0, 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 Recipient 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**

Maintenance and Operating	See Ministry for Seniors and Accessibility Funding Letter
Special Grant	See Ministry for Seniors and Accessibility Funding Letter
Maximum Funds	See Ministry for Seniors and Accessibility Funding Letter
Expiry Date	Until terminated pursuant to Article A11.0, Article A12.0, or Article A13.0.
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$2,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Anita Koch</p> <p>Position: Senior Program Consultant</p> <p>Address: 777 Bay Street, 6th Fl, Toronto ON M5G 2C8</p> <p>Phone: 416-212-0491</p> <p>Email : anita.koch@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient (Program management)	<p>Name: <i>Insert Name</i></p> <p>Position: <i>Insert Position</i></p> <p>Address: <i>Insert Address</i></p> <p>Phone: <i>Insert Phone Number</i></p> <p>Email: <i>Insert Email Address</i></p>
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	<p>Name: Mr. Martin Hayward</p> <p>Position: Chief Administrative Officer</p> <p>Address: City of London, 300 Dufferin Avenue P.O. Box 5035 London, Ontario, Canada N6A 4L9</p> <p>Phone: 519-661-2489 Ext 1724</p> <p>Email: mhayward@london.ca</p>

Additional Provisions:

1. Objective

The Funds are provided for the objective of promoting active and healthy living, social engagement and learning for persons who are primarily seniors by providing them with activities and services. All Funds provided by the Province to the Recipient must be spent in support of this objective.

2. Program Guidelines

- a. The Recipient agrees to abide by all terms and conditions in the Program Guidelines in respect of the use of the Funds.
- b. The Province agrees to provide the Recipient with prompt notice of any revisions to the Program Guidelines.

- End -



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON OCTOBER 10, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	VEHICLE FOR HIRE BY-LAW AMENDMENTS

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, the attached amendment to the Vehicle for Hire By-law L-130-71 **BE INTRODUCED** at the Municipal Council meeting of October 16, 2018.

PREVIOUS REPORTS

- Vehicle for Hire By-law - Six Month Statistics - CPSC January 23, 2018
- Vehicle for Hire By-law - One Year Review - CPSC May 1, 2018
- Vehicle for Hire By-law - Industry Consultation - CPSC July 16, 2018
- Vehicle for Hire By-law – Public Participation Meeting – CPSC September 11, 2018

BACKGROUND

Municipal Council, at its meeting held on September 18, 2018 resolved that Civic Administration report back to CPSC with respect to the Vehicle for Hire By-law revisions in the spirit and intent of the staff report presented at the PPM on September 11, 2018 addressing the following items: administration/licensing fees and application process; fares; age of vehicles; cap on accessible cabs and removal of the requirement for cameras.

The attached by-law implements the Council direction.

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

A By-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles for hire and accessible vehicles for hire, owners and brokers.

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 subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may: provide for a system of licences with respect to a business and may;

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and,
- (g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licences established by the municipality;

AND WHEREAS subsection 151(5) of the *Municipal Act, 2001* provides that subsection 151(1) applies with necessary modifications to a system of licences with respect to any activity, matter or thing for which a by-law may be passed under sections 9, 10 and 11 as if it were a system of licences with respect to a business;

AND WHEREAS subsection 156(1) of the *Municipal Act, 2001* provides that without limiting sections 9, 10 and 11, a local municipality, in a by-law under section 151 with respect to the owners and drivers of taxicabs, may:

- (a) establish the rates or fares to be charged for the conveyance of property or passengers either wholly within the municipality or from any point in the municipality to any point outside the municipality;
- (b) provide for the collection of the rates or fares charged for the conveyance; and
- (c) limit the number of taxicabs or any class of them;

AND WHEREAS the Council for the City of London considers it necessary and desirable for the public to regulate Vehicles for Hire for the purposes of health and safety, consumer protection and service quality to ensure an efficient Vehicle for Hire service is available to all persons including the travelling public in the City of London and that such Vehicle for Hire service is provided in a manner that provides a safe environment for both passengers and drivers;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS Council for the City of London is of the opinion that the delegation of legislative powers under this by-law to the Licensing Manager and the Hearings Officer, including without limitation the power to issue and impose conditions on a licence, prescribe vehicle, operational and reporting standards to be imposed on licensees as being powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons,

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control;

AND WHEREAS section 444 of the *Municipal Act, 2001* provides that the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention to discontinue the contravening activity, and any person who contravenes such an order is guilty of an offence;

AND WHEREAS it is deemed expedient to pass this by-law;

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

VEHICLE FOR HIRE BY-LAW

PART 1	DEFINITIONS
PART 2	PROHIBITIONS
PART 3	APPLICATION OF BY-LAW – EXEMPTIONS
PART 4	ADMINISTRATION OF BY-LAW
PART 5	APPLICATION FOR LICENCES AND RENEWALS
PART 6	ISSUANCE OF LICENCES
PART 7	NOTIFICATION OF CHANGE OF INFORMATION
PART 8	NUMBER OF CAB AND ACCESSIBLE CAB OWNER LICENCES
PART 9	CAB PRIORITY LIST
PART 10	LEASING OF CABS
PART 11	TRANSFER OF CAB OWNER LICENCES
PART 12	TRANSFER OF CAB OWNER LICENCES BY ESTATE
PART 13	POWERS OF LICENCE MANAGER
PART 14	HEARINGS BEFORE THE HEARINGS OFFICER
PART 15	INSPECTIONS
PART 16	FARES
PART 17	LICENCE AND OTHER FEES
PART 18	PENALTY
PART 19	GENERAL
PART 20	MISCELLANEOUS
SCHEDULE 1	VEHICLE FOR HIRE DRIVERS
SCHEDULE 2	VEHICLE FOR HIRE OWNERS
SCHEDULE 3	GENERAL BROKER
SCHEDULE 4	TRANSPORTATION NETWORK COMPANY BROKER
SCHEDULE 5	FEES

PART 1 DEFINITIONS

1.1 For the purpose of this By-law:

“Accessible Cab” means a Cab that is wheelchair-accessible permitting the loading, transportation and off-loading of a person with a disability confined to a wheelchair, or other similar device, without transfer, and is available for or providing a Conveyance Service, but does not include a Limousine, Private Vehicle for Hire or an Accessible Private Vehicle for Hire;

“Accessible Cab Driver” means a Licensed Cab Driver whose Licence has been endorsed by the Licence Manager to permit them to drive an Accessible Cab;

“Accessible Cab Owner” means a person who holds a Class A Accessible Cab Owner Licence and corresponding Owner Plate or a Class B Accessible Cab Owner Licence and corresponding Owner Plate;

“Accessible Cab Priority List” means the list of Applicants for Accessible Cab Owner Licences maintained by the Licence Manager in accordance with this By-law;

“Accessible Vehicle” means an Accessible Cab or an Accessible Private Vehicle for Hire or both as the context requires;

“Accessible Private Vehicle for Hire” means a Private Vehicle for Hire that is wheelchair-accessible permitting the loading, transportation and off-loading of a person with a disability confined to a wheelchair, or other similar device, without transfer, and is available for or providing a Conveyance Service, but does not include a Cab, Accessible Cab or a Limousine;

“Accessible Private Vehicle for Hire Driver” means a Private Vehicle for Hire Driver who has been endorsed by the Licence Manager to permit them to drive an Accessible Private Vehicle for Hire;

“Applicant” means a person applying for a licence under this By-law;

“Broker” means any person who accepts Orders for or Dispatches a Vehicle for Hire and includes a Transportation Network Company.

“Brokerage” means the business of a Broker and shall be deemed to include the premises where the business is carried on;

“Cab” means a motor vehicle that is available for or providing a Conveyance Service, but does not include a Limousine, Private Vehicle for Hire or an Accessible Private Vehicle for Hire;

“Cab Driver” means a person who holds a Cab Driver Licence;

“Cab Owner” means a person who holds a Class A Cab Owner Licence and corresponding Owner Plate or a Class B Cab Owner Licence and corresponding Owner Plate;

“Cab Meter” means an independent self-contained measuring device approved by the Licence Manager and used in a Cab or Accessible Cab to calculate, amongst other things, the rate payable for a Trip;

“Cab Priority List” means the list of Applicants for Cab Owner Licences maintained by the Licence Manager in accordance with this By-law;

“Cab Stand” means the area set aside and designated by the City to be used by a Cab or an Accessible Cab while it is waiting for or picking up goods or Passengers;

“City” means The Corporation of the City of London;

“City Clerk” means the City Clerk of The Corporation of the City of London or a person delegated by them for the purpose of this By-law.

“City Plated Vehicle” means a Cab, Accessible Cab, Limousine, Private Vehicle for Hire or Accessible Private Vehicle for Hire that has an Owner Plate;

“Class A Accessible Cab Owner” means a person who holds a Class A Cab Owner Licence and corresponding Owner Plate;

“Class A Cab Owner Licence” means a Cab Owner Licence issued in the first instance on or before October 31, 2004 with a corresponding Owner Plate numbered 100-999 inclusive;

“Class B Accessible Cab Owner” means a person who holds a Class B Cab Owner Licence and corresponding Owner Plate;

“Class B Accessible Cab Owner Licence” means an Accessible Cab Owner Licence issued in the first instance after October 31, 2008 or an Accessible Cab Owner Licence issued to a person from the Accessible Cab Priority List with the corresponding Owner Plate numbered 1000 or greater;

“Class B Cab Owner” means a person who holds a Class B Cab Owner Licence and corresponding Owner Plate;

“Class B Cab Owner Licence” means a Cab Owner Licence issued in the first instance after October 31, 2004 or a Cab Owner Licence issued from the Cab Owner Priority List with the corresponding Owner Plate numbered 1000 or greater;

“Conveyance Service” means conveying one or more persons in exchange for a fee or other consideration;

“Council” means the Municipal Council of The Corporation of the City of London;

“Dispatch” means the sending of a Vehicle for Hire to a location for the purpose of offering or providing transportation to a Passenger, and includes but is not limited to:

- (i) receiving telephone or radio calls from prospective Passengers and directing a person operating a Vehicle for Hire to attend at the Passenger’s requested location;
- (ii) offering or operating any part of a mobile application or other electronic service that receives requests for transportation services from prospective Passengers and connects such requests to a person operating a Vehicle for Hire; or
- (iii) any other action that results in a Passenger and Vehicle for Hire being in the same place at the same time for the purpose of providing the Passenger with Vehicle for Hire services, regardless of whether the Vehicle for Hire services are actually provided to the Passenger.

“Driver” means the individual who has care and control of a Cab, Accessible Cab, Limousine, Private Vehicle for Hire or Accessible Private Vehicle;

“Enforcement Officer” means a Municipal Law Enforcement Officer appointed by the Council or a police officer with the London Police Services;

“Fare” means the amount charged to a Passenger for transportation provided in a Vehicle for Hire;

“Fleet” means one or more City Plated Vehicles being Dispatched by a Broker;

“General Broker” means a Broker that Dispatches Cabs, Accessible Cabs or Limousines;

“Hearings Officer” means a Hearings Officer appointed under the City’s Hearings Officer By-law A.-6653-121 as amended;

“Lease” means any contract, agreement, understanding or other arrangement whereby an Owner permits another person to manage, operate, control, have custody of, or otherwise employ their Cab, but does not include permitting a Driver to drive a Cab for one regular shift when the Cab is returned to the Owner at the end of the shift;

“Licence” means a licence issued under this By-law;

“Licensed” means licensed under this By-law;

“Licence Manager” means the Chief Municipal Law Enforcement Officer of the City and includes their delegates;

“Licensee” means any person licensed under this By-law;

“Limousine” means Limousine (Executive), Limousine (Stretch), or Limousine (Classic);

“Limousine Driver” means a person who holds a Limousine Driver Licence;

“Limousine (Classic)” means a motor vehicle for which an historic permit has been issued under the *Highway Traffic Act* that is available for or providing a Conveyance Service, but does not include a Cab, Accessible Cab, Limousine (Executive), Limousine (Stretch), Private Vehicle for Hire or Accessible Private Vehicle for Hire;

“Limousine (Executive)” means a luxury motor vehicle of a wheelbase size smaller than a stretch limousine manufactured to carry up to ten (10) passengers, excluding the driver, and approved by the Licence Manager;

“Limousine (Stretch)” means a luxury-class motor vehicle manufactured or modified with an extended wheel-base with a seating capacity for not more than 10 individuals that is available for or providing a Conveyance Service, but does not include a Cab, Accessible Cab, Limousine (Executive), Limousine (Classic), Private Vehicle for Hire or Accessible Private Vehicle for Hire;

“Limousine Owner” means a person who holds a Limousine (Executive), Limousine (Stretch) or Limousine (Classic) Owner Licence and corresponding Owner Plate;

“Limousine Stand” means the area set aside and designated by the City to be used by a Limousine while it is waiting for or picking up goods or Passengers;

“Municipality” means the land within the geographic limit of the City of London;

“Operate” means to drive a Cab, Accessible Cab, Limousine, Private Vehicle for Hire or Accessible Private Vehicle for Hire while it is available for or providing a Conveyance Service and operating shall have the corresponding meaning;

“Order” means a request for a motor vehicle to provide a Conveyance Service;

“Owner” means the person who holds a Cab Owner Licence, Accessible Cab Owner Licence, or a Limousine Owner Licence;

“Owner Plate” means vehicle licence identification issued to the Owner under this By-law corresponding to their Owner Licence;

“Passenger” means any individual, not including the Driver, seated in a Cab, Accessible Cab, Limousine, Private Vehicle for Hire or Accessible Private Vehicle for Hire and includes a person engaging or attempting to engage a Cab, Accessible Cab, Limousine, Private Vehicle for Hire or Accessible Private Vehicle for Hire to provide a Conveyance Service;

“Plated” means to have the Owner Plate affixed to the Vehicle for Hire for which it was issued;

“Police Record Check” means a criminal information report that is a result of a search of the local police records where the applicant resides and the national databases maintained by the Canadian Police Information Centre; or alternatively, a third party police record check with a grading of Pass, Fail or Concern.

“Private Vehicle for Hire” means a motor vehicle that is available for or providing a conveyance service but does not include a Cab, Accessible Cab or Limousine;

“Private Vehicle for Hire Driver” means a person who is registered with a Transportation Network Company Broker;

“Safety Standards Certificate” means a safety standards certificate issued under the *Highway Traffic Act*;

“Transportation Network Company” means a person that Dispatches only by offering or operating any part of a mobile application or other electronic service that receives requests for transportation services from prospective passengers and connects such requests to a person operating a Vehicle for Hire;

“Transportation Network Company Broker” means a Broker that registers Private Vehicle for Hire Drivers and Dispatches Private Vehicles for Hire or Accessible Private Vehicles for Hire;

“Trip” means each journey in a Vehicle for Hire commencing when a passenger enters the vehicle, continuing for the period that the vehicle is occupied, and ending when all passengers exit the vehicle;

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

“Vehicle for Hire Driver” means a person who holds a Cab, Accessible Cab or Limousine Licence and includes a Private Vehicle for Hire Driver or Accessible Private Vehicle for Hire Driver.

PART 2 PROHIBITIONS

2.1 No person shall:

- (a) own or Operate a Vehicle for Hire without being licensed or registered with a Transportation Network Company Broker under this By-law;
- (b) Dispatch a Vehicle for Hire without being licensed under this By-law;
- (c) own or Operate a Vehicle for Hire without a valid Owner Plate affixed to the Vehicle for Hire;
- (d) Operate a Vehicle for Hire while their licence issued under this By-law is under suspension;
- (e) act as a Broker while their licence issued under this By-law is under suspension;
- (f) advertise the use of a Vehicle for Hire without an Owner or a Broker licence issued under this By-law; or
- (g) publish or cause to be published any representation that they are licensed under this By-law or hold themselves out as being licensed under this By-law if they are not.

PART 3 APPLICATION OF BY-LAW EXEMPTIONS

3.1 This By-law shall not apply to:

- (a) a motor vehicle with a seating capacity of 11 or more individuals, including the driver;
- (b) an ambulance or funeral hearse;
- (c) a school bus as defined under the *Highway Traffic Act* that is licensed under the *Public Vehicles Act* while it conveys students to and from school as defined under the *Highway Traffic Act*;
- (d) a bus operated under the *Public Vehicles Act* by the London Transit Commission;
- (e) the London Community Transportation Brokerage;
- (f) any person the London Transit Commission or the London Community Transportation Brokerage enters into an agreement with for the conveyance of senior citizens or persons with disabilities;
- (g) a motor vehicle used by not for profit organizations registered in the province of Ontario for the purposes of transporting senior citizens or persons with disabilities; designated driver services for which a designated driver drives the customer in the customer's vehicle to at least one destination; or
- (h) courtesy vehicles in association with motor vehicle repair shops where a customer is driven to a predetermined destination.

PART 4 ADMINISTRATION OF BY-LAW

4.1 The administration of this By-law is assigned to the Licence Manager who shall generally perform all of the administrative functions conferred upon them by this By-law and without limitation may:

- (a) receive and process all applications for all licences and renewals of licences under this By-law;
- (b) issue licences in accordance with the provisions of this By-law;

- (c) impose terms and conditions on licences in accordance with this By-law; and
- (d) refuse to issue or renew a licence or revoke or suspend a licence in accordance with this By-law.

PART 5 APPLICATION FOR LICENCES AND RENEWALS

- 5.1 Every application for a licence and renewal licence shall be made to the Licence Manager on the forms provided by the Licence Manager. Without limitation, every application for a licence or a renewal shall include the following information:
- (a) the name, date of birth, municipal address, telephone number and email address of each Applicant;
 - (b) if the Applicant is a partnership, the name, address and telephone number of each partner;
 - (c) if the Applicant is a corporation, the address of its head office, the name, address and telephone number of each director and officer;
 - (d) a sworn statement by the Applicant certifying the accuracy, truthfulness and completeness of the application;
 - (e) if the Applicant is a partnership, a sworn statement by each partner certifying the accuracy, truthfulness and completeness of the application; and,
 - (f) if the Applicant is a corporation, a sworn statement by an officer of the corporation duly authorized for that purpose certifying the accuracy, truthfulness and completeness of the application.
- 5.2 Every person applying for a licence or a renewal of a licence shall provide in full at the time the application is submitted all of the information requested on the application form as well as:
- (a) payment of the prescribed fee as set out in Schedule “5” of this By-law;
 - (b) if the Applicant or Licensee is a corporation, a copy of the incorporating documentation, a copy of the last initial notice or notice of change which has been filed with the provincial or federal government and a Certificate of Status issued by the Ministry of Government and Consumer Services dated no later than thirty (30) days prior to the date of the application;
 - (c) if the Applicant or Licensee is a partnership, details of each partner’s interest in the partnership; and,
 - (d) any other documentation or information as may be required in any other part of this By-law, including any Schedule to this By-law, or by the Licence Manager.
- 5.3 The Licence Manager may require affidavits in support of an application for or a renewal of a licence.
- 5.4 Every application may be subject to investigations by and comments or recommendations from the municipal, provincial or federal departments or agencies as the Licence Manager deems necessary including but not limited to:
- (a) the London Police Services;
 - (b) the Chief Municipal Law Enforcement Officer of the City;
 - (c) the Ministry of Transportation.

PART 6 ISSUANCE OF LICENCES

- 6.1 Every licence shall be electronic or in the form and manner as provided by the Licence Manager and shall, without limitation, include on its face:
- (a) the licence number;
 - (b) the name of each Licensee; and
 - (c) the date the licence was issued and the date it expires.
- 6.2 Every licence that is issued for the first time, and every renewal thereof, is subject to the following conditions of obtaining, continuing to hold and renewing a licence all of which shall be performed and observed by the Applicant or the Licensee:
- (a) the Applicant or Licensee shall pay the prescribed fee as set out in Schedule “5” of this By-law;
 - (b) the Applicant or Licensee shall pay all fees and fines owed by the Applicant or Licensee to the City; and
 - (c) the Applicant or Licensee shall meet all of the requirements of this By-law.
- 6.3 A licence issued under this By-law shall be valid only for the period of time for which it was issued. A licence issued under this By-law may be renewed provided the Applicant meets all of the requirements of this By-law. An application for a renewal shall be delivered to the Licence Manager on or before the expiry date of the licence being renewed.
- 6.4 A Vehicle for Hire Driver Licence may be issued for a term of 12 or 24 months with the term commencing on the day it is issued and ending on the day set out on the face of the Licence. This will not apply to Private Vehicle for Hire Drivers or Accessible Private Vehicle for Hire Drivers.
- 6.5 All Cab Owner, Accessible Cab Owner, Limousine Owner Licences and Broker Licences shall expire on October 31st each year.
- 6.6 The issuance of a licence or renewal thereof under this By-law is not intended and shall not be construed as permission or consent by the City for the Licensee to contravene or fail to observe or comply with any law of Canada, Ontario or any By-law of the City.
- 6.7 Every Licence, at all times, is owned by and is the property of the City and is valid only in respect of the person named therein.
- 6.8 No person shall sell, purchase, lease, mortgage, charge, assign, pledge, transfer, seize, distraint or otherwise deal with a Licence, including any right title or interest therein, issued under this By-law except in accordance with Parts 10, 11 and 12 of this By-law.
- 6.9 All Fees and inspection fees paid under this By-law are non-refundable.
- 6.10 A limitation is imposed on the issuance of Cab Owner Licences as set out in Part 8 of this By-law.
- 6.11 The following classes of Licences may be issued under this By-law in accordance with the provisions of this By-law and the corresponding Schedules and every Applicant and Licensee shall comply with all of the provisions of this By-law and the corresponding Schedules:
- a) Drivers – Schedule “1”
 - i) Vehicle for Hire Driver
 - ii) Accessible Vehicle for Hire Driver

- b) Owners – Schedule “2”
 - i) Class A Cab Owner
 - ii) Class B Cab Owner
 - iii) Class A Accessible Owner
 - iv) Class B Accessible Owner
 - v) Limousine Owner
- c) General Broker – Schedule “3”
- d) Transportation Network Company Broker – Schedule “4”

PART 7 NOTIFICATION OF CHANGE OF INFORMATION

- 7.1 When a Licensee changes their name, address, affiliated Broker, employer or any other information relating to their Licence, the Licensee shall notify the Licence Manager within 5 days after such change and if necessary, as determined by the Licence Manager, the Licence shall be returned immediately to the Licence Manager for amendment.
- 7.2 When the Licensee is a corporation and there is any change in the following information given on the application namely: the names and addresses of officers or directors, the location of the corporate head office, change of ownership of shares, the Licensee shall report the change to the Licence Manager within 5 days of the change and if necessary as determined by the Licence Manager, the Licence shall be returned immediately to the Licence Manager for amendment.

PART 8 NUMBER OF CAB AND ACCESSIBLE CAB OWNER LICENCES

- 8.1 A limitation is imposed on the issuance of Cab Owner Licences at whichever number is greater:
 - (a) the number of licences issued under By-law No. L.-129-51 immediately before its repeal; or,
 - (b) a ratio of one Licence for each 1,100 residents of the City, the total number of residents of the City to be determined annually from the latest revised population figures available from Statistics Canada.
- 8.2 A limitation is imposed on the number of Accessible Cab Owner Licences at the ratio of one Licence for every 12 Cab Owner Licences.
- 8.3 Nothing in this By-law shall be construed as preventing an Owner from converting a Cab Owner Licence to an Accessible Cab Owner Licence. An Accessible Cab Owner Licence shall not be converted to a Cab Owner Licence.
- 8.4 To regulate the distribution of available Cab Owner Licences and Accessible Cab Owner Licences, the Licence Manager shall issue new Cab Owner Licences and Accessible Cab Owner Licences only at such times as the formula referred to in subsection 8.1(a) and (b) of this By-law warrants the issuance of new Cab Owner Licences and Accessible Cab Owner Licences. If warranted, the new Licences shall be issued upon review of the population figures being available from Statistics Canada and in the order from the Cab Priority List or the Accessible Cab Priority List.

PART 9 CAB PRIORITY LIST AND ACCESSIBLE CAB PRIORITY LIST

- 9.1 The Licence Manager shall establish and maintain a Cab Priority List and an Accessible Cab Priority List to be used in determining the priority for issuing new Cab Owner Licences and Accessible Cab Owner Licences, using the following criteria:

- (a) applicants that are on the Cab Priority List or the Accessible Cab Priority List on or before February 28th, 2017 shall have their name placed on the Cab Priority List or Accessible Cab Priority List and maintain their order;
 - (b) on or after March 1 , 2017, a person may have their name added to the Cab Priority List or Accessible Cab Priority List by providing to the Licence Manager a completed application in a form as prescribed by the Licence Manager together with the prescribed fee as set out in Schedule "5";
 - (c) in order to remain on the Cab Priority List or the Accessible Cab Priority List, a person must submit an application as prescribed by the Licence Manager together with the applicable fee on or before November 1st each year. Where no such application is received, the person's name will be removed from the Cab Priority List or Accessible Cab Priority List
 - (d) where a person's name has been placed on a Cab Priority List or Accessible Cab Priority List, it is their responsibility to provide the Licence Manager with any change to their contact information.
 - (e) no person shall hold more than one position on the Cab Priority List or Accessible Cab Priority List at any one time;
 - (f) once a person receives a Cab Owner Licence or Accessible Cab Owner Licence by means of the Cab Priority List, Accessible Cab Priority List or by a transfer, the Licence Manager shall remove that person's name from the Cab Priority List or Accessible Cab Priority List.
- 9.2 When a Cab Owner Licence or Accessible Cab Owner Licence becomes available for issuance, the Licence Manager shall send a letter to the person whose name is at the top of the Cab Priority List or Accessible Cab Priority List by first class prepaid mail requesting that they, or each partner if the Applicant is a partnership, attend at the office of the Licence Manager within 45 days of the date of the letter to;
- (a) submit an Application for such Licence; and
 - (b) pay the required fee.
- 9.3 Every newly Licensed Cab Owner or Accessible Cab Owner shall place their Cab or Accessible Cab in operation within 45 days from the date the Cab Owner Licence or Accessible Cab Owner Licence is granted, failing which the Cab Owner Licence or Accessible Cab Owner Licence shall be returned to the Licence Manager who may proceed to issue the Cab Owner Licence or Accessible Cab Owner Licence to another eligible Applicant on the Cab Priority List or Accessible Cab Priority List.
- 9.4 When a Cab Owner Licence or Accessible Cab Owner Licence is issued or denied to a person on the Cab Priority List or Accessible Cab Priority List, that person's name shall be removed from the Cab Priority List or Accessible Cab Priority List by the Licence Manager and all other names below shall be moved forward one position.
- 9.5 No person, by virtue of the submission of an Application for a Cab Owner Licence or Accessible Cab Owner Licence or by virtue of the placing of their name on the Cab Priority List or Accessible Cab Priority List, shall obtain a vested right to a Cab Owner Licence or Accessible Cab Owner Licence, or to remain on the Cab Priority List or Accessible Cab Priority List.
- 9.6 The City may at any time amend or repeal this By-law and any successor By-laws and place further or additional requirements or restrictions on persons on the Cab Priority List or Accessible Priority List or purge or eliminate the Cab Priority List or Accessible Priority List.
- 9.7 The Cab Priority List or Accessible Priority List shall not oblige the City to issue a Licence to any person on it, regardless of their position on the list. The Cab Priority List and Accessible Cab Priority List shall not give any person a vested interest in a Cab Owner

Licence or Accessible Cab Owner Licence and its use shall be solely for establishing the order of priority of persons seeking a Cab Owner Licence or Accessible Cab Owner Licence

- 9.8 The Licence Manager shall remove the name of an individual from the Cab Priority List immediately upon learning of their death.
- 9.9 The Cab Priority List shall be available for inspection by the public during normal business hours at the office of the Licence Manager.

PART 10 LEASING OF CABS

- 10.1 No Person shall enter into or be party to any Lease or otherwise convey rights over a Cab Licence or Accessible Cab Licence or Owner Plate or give or receive any consideration or remuneration therefore.
- 10.2 Notwithstanding subsection 10.1 of this By-law, a Cab Owner holding a Class A Cab Owner Licence may lease their Cab provided that;
- (a) the lessee is Licensed as a Vehicle for Hire Driver, Owner or Broker;
 - (b) under the terms of the Lease, the Cab Owner provides a Cab that is Plated and otherwise meets all of the requirements of this By-law;
 - (c) under the terms of the Lease, the Cab Owner is responsible for the maintenance of and insurance on the Cab;
 - (d) the Lease is for one Cab and expires upon the sale, replacement or other disposition of the Cab;
 - (e) the Cab Owner or a partner, if the Applicant is a partnership, or an officer or director, if the Applicant is a corporation, signs a statutory declaration stating that the Owner Plate will not be transferred during the term of the Lease;
 - (f) the Lease is in writing and signed by the parties thereto;
 - (g) a copy of the Lease is filed with the Licence Manager; and
 - (h) all fees required under this By-law are paid.
- 10.3 The written Lease may be in any form agreed to by the parties thereto, provided that it includes:
- (a) the date of its signing;
 - (b) the names and business addresses of the parties thereto;
 - (c) its effective date;
 - (d) its termination date;
 - (e) a full description of the Cab which is the subject of the Lease, including the vehicle identification number, the make, the model year, the licence plate number and the number of the Owner Licence and Owner Plate;
 - (f) the parties' rights to early termination of the Lease; and
 - (g) the signatures of the parties and witnesses thereto.
- 10.4 No person shall sub-lease or purport to sub-lease a Cab that is the subject of a Lease.

- 10.5 No Owner shall, by a term in a Lease or otherwise, permit any lessee or other person to lease or sub-lease or purport to lease or sub-lease a Cab that is the subject of a Lease.
- 10.6 No person shall be a party to a Lease or purported Lease of a Cab to which the Owner is not the lessor.
- 10.7 Every Cab Owner shall notify the Licence Manager in writing of the expiration or other sooner termination of any Lease to which they are a party within 10 days of the expiration of the termination of the said Lease.
- 10.8 No Cab Owner shall enter into or be a party to more than one Lease at any one time with respect to any one Cab.

PART 11 TRANSFER OF CAB AND ACCESSIBLE CAB OWNER LICENCES

- 11.1 Class A Cab Owner and Class A Accessible Cab Owner Licences are transferable, provided that:
- (a) the transferee is a Licensed Vehicle for Hire Driver;
 - (b) the transferee, or a partner, if the transferee is a partnership, or an officer or director, if the transferee is a corporation, signs a statutory declaration as set out by the Licence Manager;
 - (c) the transferor or a partner, if the transferor is a partnership, or an officer or director, if the transferor is a corporation, has completed a written application for such a transfer;
 - (d) the transferee meets all of the requirements of a Cab Owner or Accessible Cab Owner under this By-law, including submitting the Cab or Accessible Cab to which the Owner Plate will be affixed for inspection; and
 - (e) all fees required under this By-law are paid.
- 11.2 Class B Cab Owner Licences and Class B Accessible Cab Owner Licences the corresponding Owner Plates numbered 1000 or greater shall not be transferred.

PART 12 TRANSFER OF CAB OWNER AND ACCESSIBLE CAB OWNER LICENCES BY ESTATE

- 12.1 Within 30 days following the death of an individual holding a Class A Cab Owner or Class A Accessible Cab Owner Licence, the executor or administrator of the individual's estate shall file with the Licence Manager:
- (a) proof of death of the individual; and
 - (b) proof of the executor's or administrator's capacity.
- 12.2 Class B Cab Owner Licences and Class B Accessible Cab Owner Licences shall not be transferable and shall be returned to the Licence Manager within 30 days following the death of an individual holding such Licence.
- 12.3 On the death of an individual holding one or more Class A Cab Owner or Class A Accessible Cab Owner Licences:
- (a) the executor or administrator of the individual's estate may continue to hold any Class A Cab Owner or Class A Accessible Cab Owner Licences for up to one year following the date of death, subject to all of the requirements of this By-law;
 - (b) during the year following the date of death, the executor or administrator of the individual's estate may transfer the Class A Cab Owner or Class A Accessible Cab Owner Licence to anyone currently Licensed as a Vehicle for Hire Driver;

- (c) after the year following the date of death, the executor or administrator of the individual's estate may continue to hold one Class A Cab Owner or Class A Accessible Cab Owner Licence, if they meet all of the requirements for holding such Owner Licence under this By-law; and
 - (d) after one year following the date of death, all Class A Cab or Class A Accessible Cab Owner Licences that have not been transferred in accordance with subsections 12.3(b) or 12.3(c) of this By-law shall be revoked and returned to the Licence Manager by the executor or administrator of the individual's estate immediately.
- 12.4 Notwithstanding subsection 12.3(d) of this By-law, if the executor or administrator of the individual's estate has not transferred all Class A Cab or Class A Accessible Cab Owner Licences in accordance with subsections 12.3 (b) or 12.3 (c), they may request a hearing before a Hearings Officer to consider an extension of up to 2 years before revocation. A request for a hearing shall be made by filing with the City Clerk a notice of appeal in writing and the appeal fee as set out in this By-law prior to the expiration of the 1 year period in subsection 12.3 (d) of this By-law. The notice of appeal must comply with the requirements as set out in Schedule "1" of the City's Hearings Officer By-law A.-6653-121, as amended.

PART 13 POWERS OF LICENCE MANAGER

- 13.1 The power and authority to refuse to issue or renew a licence, to cancel, revoke or suspend a licence, to impose terms and conditions, including special conditions, on a licence, or to exempt any person from all or part of this By-law are delegated to the Licence Manager.
- 13.2 The Licence Manager shall issue a licence or renew a licence where the requirements or conditions of this By-law have been met.
- 13.3 The Licence Manager may refuse to issue, refuse to renew or revoke or suspend a licence or impose a term or condition on a licence on the following grounds:
- (a) the conduct of the Applicant or Licensee, or any partner, officer, director, employee or agent of the Applicant or Licensee, affords reasonable cause to believe that the Applicant or Licensee will not carry on their business in accordance with the law or with honesty or integrity;
 - (b) an Applicant or Licensee is carrying on activities that are in contravention of this By-law;
 - (c) there are reasonable grounds to believe that an application or other documents provided to the Licence Manager by or on behalf of the Applicant or a Licensee contains a false statement;
 - (d) any information contained in the original application form or any other information provided to the Licence Manager, has ceased to be accurate and the Licensee has not provided up-to-date accurate information to the Licence Manager to allow the Licence Manager to conclude that the Licence should continue;
 - (e) an Applicant or Licensee does not meet, at any time, one or more of the requirements of this By-law or any conditions imposed on a Licence;
 - (f) the Applicant or Licensee is not in compliance with any federal, provincial law or City By-law, including this By-law;
 - (g) the Applicant or Licensee or any partner, officer or director has been convicted of an offence, for which a pardon has not been granted, pursuant to any one or more of Parts V (Sexual Offences), VIII (Offences Against the Person and Reputation) or IX (Offences Against Property) of the *Criminal Code of Canada*, R.S.C. 1985 c. C-46, as amended or any other criminal convictions in the preceding five (5) years;

- (h) the Applicant or Licensee or any partner, officer or director has been convicted of an indictable offence under any Statute of Canada, including but not limited to the *Criminal Code of Canada*, the *Narcotic Control Act*, the *Food and Drug Act*, and the *Controlled Drug and Substances Act* during the preceding five (5) years;
 - (i) the Applicant or Licensee has been convicted of any other criminal offence for which, in the opinion of the Licence Manager, it would not be in the interest of public safety to issue a licence;
 - (j) the Applicant or Licensee is currently under a prohibition order issued in any court within Canada that prohibits the operation of a motor vehicle;
 - (k) the Applicant or Licensee does not have a valid "G" Ontario Driver's Licence or equivalent or their driver's licence is under suspension; or
 - (l) the Applicant or Licensee has accumulated 9 or more demerit points within a three year period.
- 13.4 Notwithstanding any other provision of this By-law, the Licence Manager may impose terms and conditions on any licence at issuance, renewal or any time during the term of the licence, including special conditions, as are necessary in the opinion of the Licence Manager to give effect to this By-law.
- 13.5 Where the Licence Manager is of the opinion that:
- (a) an application for a licence or renewal of a licence should be refused;
 - (b) a reinstatement should not be made;
 - (c) a licence should be revoked;
 - (d) a licence should be suspended; or,
 - (e) a term or condition of a licence should be imposed
- the Licence Manager shall make that decision.
- 13.6 Where the Licence Manager has made a decision under section 13.5 of this By-law the Licence Manager's written notice of that decision shall be given to the Applicant or the Licensee by regular mail to the last known address of that person and shall be deemed to have been given on the 3rd day after it is mailed. Service on a corporation can be effected by regular mail to the address of the corporation's head office.
- 13.7 The written notice to be given under section 13.6 of this By-law shall:
- (a) set out the grounds for the decision;
 - (b) give reasonable particulars of the grounds;
 - (c) be signed by the Licence Manager; and,
 - (d) state that the Applicant or Licensee is entitled to a hearing by the Hearings Officer if the Applicant or Licensee files with the City Clerk a notice of appeal in writing and the appeal fee as set out in this By-law within ten (10) business days after the notice in section 13.6 of this By-law is given. The notice of appeal must comply with the requirements as set out in Schedule 1 of the City's Hearings Officer By-law A-6653-121 as amended.
- 13.8 Where no appeal is filed within the required time period, the decision of the Licence Manager shall be final.

- 13.9 Despite section 13.7 of this By-law, where a Licence is voluntarily surrendered by the Licensee for revocation, the Licence Manager may revoke the Licence without notice to the Licensee.
- 13.10 In addition to any other power, duty or function prescribed by this By-law, the Licence Manager may make regulations under this By-law including:
- (a) prescribing the form of any information required to be provided to the Licence Manager under this By-law;
 - (b) prescribing the format and content of any forms or other documents required under this By-law;
 - (c) prescribing standards for Vehicles for Hire including without limitation to:
 - (i) classes of vehicles that may be used as Limousines (Executive);
 - (ii) standards related to the condition of Vehicles for Hire;
 - (iii) colours and or markings for Vehicles for Hire, including without limitation to roof or top lights;
 - (iv) standards related to advertising on the exterior or interior of Vehicles for Hire;
 - (v) standards for Cab Meters;
 - (vi) standards for public notification for consumer protection purposes;
 - (vii) submission requirements for supplementary Safety Standards Certificates.
 - (d) prescribing operational standards for Vehicles for Hire Drivers including without limitation to:
 - (i) standards for the display of Fares and Licences;
 - (ii) customer service standards;
 - (iii) driver training standards;
 - (e) prescribing standards for the form and content of records required to be kept maintained and released to the Licence Manager by Brokers under Schedule 3 and 4 of this By-law.
- 13.11 The City Clerk shall maintain a record of all regulations prescribed by the Licence Manager under this By-law. The record of all regulations shall be available for public inspection at the office of the Licence Manager and the office of the City Clerk during normal business hours.

PART 14 HEARINGS BEFORE THE HEARINGS OFFICER

- 14.1 The power and authority to conduct hearings of appeals under this By-law are hereby delegated to the Hearings Officer.
- 14.2 The provisions of the City's Hearings Officer By-law A-6653-121 as amended apply to all hearings conducted by the Hearings Officer under this By-law.
- 14.3 The Hearings Officer may uphold or vary the decision of the Licence Manager or make any decision that the Licence Manager was entitled to make in the first instance.
- 14.4 The decision of the Hearings Officer is final.

PART 15 INSPECTIONS

- 15.1 Every Owner or Driver shall submit or cause to be submitted their Vehicle for Hire for inspection when required to do so by the Licence Manager or an Enforcement Officer to a place designated by the Licence Manager or an Enforcement Officer:

- (a) forthwith if the vehicle is in the presence of the Licence Manager, an Enforcement Officer or an Ontario Ministry of Transportation Inspector and the vehicle is in Operation; or
 - (b) within 24 hours of receipt of the request, at a time set by the Licence Manager or an Enforcement Officer, if the vehicle is not in the presence of the Licence Manager, an Enforcement Officer or an Ontario Ministry of Transportation Inspector.
- 15.2 Every Owner or Driver shall, upon the request of the Licence Manager or an Enforcement Officer during an inspection, produce all relevant licences, permits, invoices, vouchers, appointment books or like documents and the Licence Manager or an Enforcement Officer may remove any of these documents for photocopying provided that the Owner or Driver is given a receipt and the documents are returned to them within 48 hours.
- 15.3 Notification of an inspection or an order made under section 15 of this By-law shall be served on an Owner:
- (a) personally;
 - (b) by email to the last known address of the Owner, whether actually received or not;
 - (c) personally on the Driver Operating the City Plated Vehicle;
 - (d) by leaving a copy with an individual at a Brokerage associated with the Owner; or
 - (e) by facsimile or email to the last known facsimile number or email address of a Broker associated with the Owner.
- 15.4 An Enforcement Officer may require a Driver or an Owner to submit or cause to be submitted their Vehicle for Hire for a random inspection, including an inspection by a designated mechanic or a designated representative of the manufacturer of the Cab Meter, at a time and place specified by the Enforcement Officer to ensure that the provisions of this By-law are being complied with.
- 15.5 When the Licence Manager or an Enforcement Officer believes on reasonable grounds that a Vehicle for Hire is being Operated such that it is a danger to the health or safety of the public, or does not comply with any requirement of this By-law or any regulation as prescribed by the Licence Manager either may:
- (a) remove the Owner Plate;
 - (b) order the Driver to have the vehicle towed to a place of repair or other private property at the Driver's or the Owner's expense;
 - (c) order the Owner not to Operate or permit the Operation of the vehicle until the danger is remedied, the vehicle has been inspected by the Licence Manager or an Enforcement Officer and, in the case of a Cab or Accessible Cab, the Cab Meter has been resealed; or
 - (d) order the Owner to file with the Licence Manager a Safety Standards Certificate after the date of the order.
- 15.6 An Owner whose Vehicle for Hire is deemed unsafe or dangerous due to mechanical defects, may be required to attend before the Licence Manager to determine whether or not their Licence should be suspended, revoked or have conditions imposed on it.
- 15.7 For the purpose of section 15.6, mechanical defect includes, but is not limited to, mechanical defects directly or indirectly related to any part or parts of the vehicle involving or affecting:
- (a) its brakes or braking system;
 - (b) its steering system;

- (c) its suspension system;
- (d) its under body;
- (e) its exhaust system;
- (f) the condition of its tires;
- (g) its lighting;
- (h) its glass;
- (i) its seat belt operation;
- (j) its wheelchair restraints, if applicable;
- (k) its heating system; or
- (l) the condition of the vehicle's body.

15.8 When the vehicle has been in an accident, the Owner shall:

- (a) immediately remove the vehicle from service; and
- (b) notify the Licence Manager of the collision; and
- (c) notify the Licence Manager of the details of the vehicle's repairs.

15.9 Once the repairs to the vehicle have been effected, the Owner or Driver shall provide the Enforcement Officer with a current Safety Standards Certificate and the Enforcement Officer shall inspect the Vehicle for Hire.

15.10 When the Licence Manager or an Enforcement Officer believes on reasonable grounds that a Vehicle for Hire does not comply with the requirements of this By-law, they may order the Owner to bring it into compliance, and the order shall:

- (a) state the Owner Plate number of the vehicle;
- (b) give reasonable particulars of any repairs to be made;
- (c) indicate the time for compliance with the order;
- (d) give notice that if the order is not complied with the Owner Licence may be suspended; and
- (e) require that the Owner Plate be returned to the Licence Manager immediately.

PART 16 FARES

A schedule of Fares including any discounts or promotions shall be set by the Broker and submitted by the Broker to the Licence Manager. The minimum Fare per Trip shall not be less than \$3.50.

PART 17 LICENCE AND OTHER FEES

17.1 The annual Licence fees and all other fees to be paid to the City under this By-law shall be as listed in Schedule "5" of this By-law.

PART 18 PENALTY

18.1 Any person who contravenes any provision of this By-law, including any Schedule attached hereto, is guilty of an offence.

- 18.2 A director or officer of a corporation who knowingly concurs in the contravention of any provision of this By-law, including any Schedule attached hereto, is guilty of an offence.
- 18.3 A person convicted under this By-law is liable to a maximum fine of \$25,000.00 upon a first conviction and a maximum fine of \$50,000.00 for any subsequent conviction.
- 18.4 Despite section 18.3 where the person convicted is a corporation, the corporation is liable to a maximum fine of \$50,000.00 upon a first conviction and a maximum fine of \$100,000.00 for any subsequent conviction.
- 18.5 If this By-law is contravened and a conviction entered, in addition to any other remedy and to any penalty imposed by this By-law, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may make an order,
- (a) prohibiting the continuation or repetition of the offence by the person convicted; and,
 - (b) requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

PART 19 GENERAL

- 19.1 If any provision or part of this By-law is declared by any court or tribunal of competent jurisdiction to be illegal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the By-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.
- 19.2 If there is a conflict between a provision of this By-law and a provision of any other City By-law, then the more restrictive provision shall apply.
- 19.3 Unless otherwise stated, the requirements of the Schedules to this By-law shall be in addition to all other requirements of this By-law.

PART 20 MISCELLANEOUS

- 20.1 By-law L.-129-51 and any amendments thereto are hereby repealed.
- 20.2 This By-law may be referred to as the "Vehicle for Hire By-law".
- 20.3 This By-law shall come into force and effect on

PASSED in Open Council on

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE 1 – VEHICLE FOR HIRE DRIVERS

LICENCE APPLICATIONS, DRIVER'S DUTIES, DRIVER'S PROHIBITIONS

1.0 LICENCE APPLICATIONS

- 1.1 Every Applicant for a Vehicle for Hire Driver Licence or a renewal thereof, or alternatively, a Broker acting on the behalf of the Applicant shall:
- a) submit to the Licence Manager a complete application form for such Licence;
 - b) submit to the Licence Manager documentation showing proof of Canadian Citizenship, Landed Immigrant Status, or a Work Permit to work as a driver issued by the Government of Canada;
 - c) submit to the Licence Manager a valid Class G driver's licence issued by the Province of Ontario which is in good standing according to the records of the Ministry of Transportation;
 - d) submit to the Licence Manager proof that they are at least 18 years of age;
 - e) submit to the Licence Manager a Police Record Check dated no later than 60 days prior to the application for a Licence;
 - f) submit to the Licence Manager a Ministry of Transportation driver's abstract dated no later than 60 days prior to the application for a Licence;
 - g) submit to the Licence Manager the name of the Licensed Broker with whom they are affiliated.

Accessible Vehicle for Hire Driver

- 1.2 In addition to the requirements of Section 1.1 of this Schedule, every Applicant for an Accessible Vehicle for Hire Driver Licence in the first instance shall satisfactorily complete a sensitivity course approved by the Licence Manager pertaining to the transportation of persons with disabilities.

2.0 DRIVER'S DUTIES

- 2.1 Every Vehicle for Hire Driver shall:
- a) carry their driver's licence issued under the *Highway Traffic Act*, and their Licence while operating a Vehicle for Hire;
 - b) comply with all operational standards for Vehicles for Hire Drivers as prescribed by the Licence Manager under this By-law;
 - c) report immediately to the Licence Manager if they are charged or convicted with any offence under the *Criminal Code of Canada*, the *Narcotic Control Act*, the *Food and Drugs Act*, the *Controlled Drugs and Substances Act* or the *Highway Traffic Act*;
 - d) report immediately to the Licence Manager if their driver's licence issued under the *Highway Traffic Act* is cancelled, suspended or revoked or if their driver's licence has expired, and surrender immediately their Licence to the Licence Manager;
 - e) unless their Vehicle for Hire has been previously engaged, provide a Conveyance Service to any person, irrespective of the requested destination, refusing only if the Driver is concerned for their personal safety;
 - f) make available the number of the Owner Plate and the name of the Fleet that the Vehicle for Hire belongs to in an accessible format to Passengers who are persons with disabilities.

Accessible Vehicle for Hire Driver

- 2.2 In addition to all of the requirements set out in section 2.1 of this Schedule, every Accessible Vehicle for Hire Driver shall:
- a) ensure that all wheelchairs being transported within the Accessible Vehicle are securely fastened so as to prevent them from moving when the Accessible Vehicle is in motion;
 - b) ensure that the Accessible Vehicle:
 - (i) is equipped with an extra tire, wheel and jack ready for use for that Accessible Vehicle;
 - (ii) is equipped with wheelchair tie downs;
 - (iii) is in compliance with the Canadian Standards Association's Standard D409-M84 and all other applicable federal and provincial legislation including without limitation to O. Reg 1990 629 under the *Highway Traffic Act*;
 - (iv) is equipped with a first aid kit;
 - (v) is equipped with a dry chemical fire extinguisher having an effective total rating of at least 4-Bc and weighing 2.27 kilograms; and
 - (vi) is equipped with operable air-conditioning and heating;
 - c) give priority for Conveyance Services for persons with disabilities over persons without disabilities.

Cab and Accessible Cab Drivers

- 2.3 In addition to all of the requirements set out in section 2.1 of this Schedule, every Cab or or Accessible Cab Driver shall, where a Passenger is paying a Fare as calculated by a Cab Meter, engage the Cab Meter at the start of the Trip and keep it running throughout the Trip; noting that the driver has discretion to disengage the Cab Meter during periods of traffic disruption.

3.0 DRIVER'S PROHIBITIONS

- 3.1 No Vehicle for Hire Driver shall:
- a) smoke inside a Vehicle for Hire;
 - b) operate a Vehicle for Hire whose owner is not licensed under this By-law;
 - c) Operate a Vehicle for Hire without the number of the Owner Plate and the name of the Fleet it belongs to displayed on the rear bumper of the Vehicle for Hire in accordance with subsection 2.6 (c) and 2.7 (i) of Schedule "2" of this By-law;
 - d) Operate a Vehicle for Hire when the Driver has been on duty for more than 14 hours within a 24 hour period, without first taking 10 hours off duty. Within the 14 hour on duty period, a maximum of 12 hours may be consecutive on duty time;
 - e) Operate a Vehicle for Hire that does not comply with the operational standards as set out in the regulations as prescribed by the Licence Manager.
 - f) Operate a Vehicle for Hire without insurance as required under subsection 1.2 (d) of Schedule "2" of this By-law.
- 3.2 No Private Vehicle for Hire Driver or Accessible Private Vehicle for Hire Driver shall provide a Conveyance Service without such service being arranged through a mobile application or other electronic service that receives requests for transportation services from passengers and connects such requests to a person operating a Vehicle for Hire.

- 3.3 No Private Vehicle for Hire Driver or Accessible Private Vehicle for Hire Driver shall accept payment of a Fare other than through a mobile payment application or other electronic service that receives requests for transportation services from passengers and connects such requests to a person operating a Vehicle for Hire.
- 3.4 No Private Vehicle for Hire Driver or Accessible Private Vehicle for Hire Driver shall provide a Conveyance Service without the request for such service being Dispatched by a Licensed Transportation Network Company Broker.

SCHEDULE 2 – VEHICLE FOR HIRE OWNERS

CLASS A CAB
CLASS B CAB
CLASS A ACCESSIBLE CAB
CLASS B ACCESSIBLE CAB
LIMOUSINE (EXECUTIVE, CLASSIC & STRETCH)

LICENCE APPLICATIONS, VEHICLE REQUIREMENTS, OWNER DUTIES, OWNER PROHIBITIONS

1.0 LICENCE APPLICATIONS

- 1.1 A person who is the owner of more than one Vehicle for Hire shall take out a separate Licence and Owner Plate for each vehicle.
- 1.2 Every Applicant, or alternatively, a Broker acting on the behalf of the Applicant shall:
- a) if the Applicant is an individual, attend at the office of the Licence Manager in person and complete a written application for such Licence, or alternatively, submit an application electronically;
 - b) if the Applicant is partnership, have a partner attend at the office of the Licence Manager in person and complete a written application for such Licence, or alternatively, submit an application electronically;
 - c) if the Applicant is a corporation, have an officer or director of the corporation having signing authority attend at the office of the Licence Manager in person and complete a written application for such Licence, or alternatively, submit an application electronically;
 - d) file with the Licence Manager:
 - i. proof that the vehicle to be Plated has a current motor vehicle permit that is in good standing issued under the *Highway Traffic Act* and is either registered in their name or leased by them;
 - ii. proof of insurance in respect of the vehicle to be Plated indemnifying and protecting the Owner and the public, including Passengers, in the amount of \$2,000,000.00, which insurance shall be satisfactory to the Licence Manager who shall be notified in writing at least 60 days prior to the date of its cancellation or expiry;
 - iii. a Safety Standards Certificate issued within the previous 60 days with respect to the vehicle to be Plated; and
 - e) submit for inspection and approval by the Licence Manager the vehicle that is to be Plated that meets all of the requirements of this Schedule and all standards for Vehicles for Hire prescribed by the Licence Manager under this By-law, if requested by the Licence Manager.

Class A Cab Owner, Class B Cab Owner and Accessible Cab Owner

- 1.3 In addition to all of the requirements set out in section 1.1 of this Schedule, every Applicant for a Cab Owner Licence or Accessible Cab Owner Licence or any renewal thereof, shall file with the Licence Manager a certificate of accuracy with respect to the Cab Meter installed in the vehicle to be Plated, dated not later than 30 days prior to the application for a Licence, by a qualified and authorized representative of the manufacturer of the Cab Meter on its letterhead stating that the Cab Meter is properly sealed and registers accurately.

2.0 VEHICLE REQUIREMENTS

2.1 Every Owner shall ensure that their Vehicle for Hire:

- a) has a seating capacity of not more than 10 individuals;
- b) meets all standards for Vehicles for Hire prescribed by the Licence Manager under this By-law.

2.2 For the purpose of this By-law the age of any motor vehicle shall be determined by counting the model year as year zero.

2.3 No motor vehicle more than 10 (ten) years old may be Plated as a Vehicle for Hire under this By-law.

2.4 Sections 2.2 and 2.3 do not apply to a Limousine (Classic).

Class A Cab Owner, Class B Cab Owners

2.6 In addition to all of the requirements set out in section 2.1 of this Schedule, every Cab Owner shall ensure that their Cab has:

- a) the Owner Plate issued for the Cab securely affixed to its right rear trunk;
- b) a fully-operational Cab Meter for registering distance travelled, waiting time, and computing Fares;
- c) has displayed on the rear bumper of the Vehicle for Hire the number of the Owner Plate issued for the Vehicle for Hire and the name of the Fleet it belongs to in text that is high colour-contrasted with its background in order to assist with visual recognition, has the appearance of solid characters and is consistently shaped, coloured and positioned with other vehicles in the Fleet;

Accessible Cab Owners

2.7 In addition to all of the requirements set out in section 2.1 of this Schedule, every Accessible Cab Owner shall ensure that their Accessible Cab:

- a) has the Owner Plate issued for the Accessible Cab securely affixed to its right rear trunk;
- b) has a fully-operational Cab Meter for registering distance travelled, waiting time, and computing Fares;
- c) is equipped with an extra tire, wheel and jack ready for use for that Accessible Cab;
- d) is equipped with wheelchair tie downs;
- e) is equipped with a first aid kit;
- f) is equipped with a dry chemical fire extinguisher having an effective total rating of at least 4-B c and weighing 2.27 kilograms;
- g) is equipped with operable air-conditioning and heating;
- h) is in compliance with the Canadian Standards Association's Standard D409-M84 and all other federal and provincial legislation including without limitation to O. Reg 1990 629 under the *Highway Traffic Act*; and
- i) has displayed on the rear bumper of the Vehicle for Hire the number of the Owner Plate issued for the Vehicle for Hire and the name of the Fleet it belongs to in text that is high colour-contrasted with its background in order to assist with visual recognition, has the

appearance of solid characters and is consistently shaped, coloured and positioned with other vehicles in the Fleet:

Limousine Owners

2.8 In addition to all the requirements set out in section 2.1 of this Schedule, every Limousine Owner shall ensure that their Limousine has:

- a) the Owner Plate issued for the Limousine securely affixed to its right rear trunk.

OWNER'S DUTIES

3.1 Every Owner shall:

- a) keep at all times in their Vehicle for Hire, the original or a photocopy of the original of each of the following documents:
 - i) the current Vehicle for Hire Owner Licence;
 - ii) a current Ministry of Transportation passenger motor vehicle permit issued for their Vehicle for Hire;
 - iii) valid certificate of insurance for the Vehicle for Hire obtained in accordance with the requirements of this By-law.
- b) repair all of their Vehicle for Hire's mechanical defects immediately when reported by a Driver, the Licence Manager or an Enforcement Officer;
- c) submit their Vehicle for Hire for a safety inspection annually by a motor vehicle inspection mechanic at a motor vehicle inspection station as defined by the *Highway Traffic Act* and at other times as requested to do so by the Licence Manager or an Enforcement Officer;
- d) maintain insurance on their Vehicle for Hire as required under subsection 1.2(d) of this Schedule;
- e) file with the Licence Manager at least 5 days prior to the expiry date of any current insurance policy an insurance renewal policy or certificate of insurance;
- f) ensure that their Vehicle for Hire complies with all regulations as prescribed by the Licence Manager under this By-law; and
- g) ensure that every Driver or lessee or every other person involved in the operation of the Vehicle for Hire complies with all of the requirements of this By-law.

Cab and Accessible Cab Owners

3.2 In addition to all of the requirements set out in section 3.1 of this Schedule, every Cab Owner and Accessible Cab Owner shall:

- a) submit the Cab Meter for testing, inspection and sealing by such person as the Licence Manager directs at any time; and
- b) submit on or before October 31st of each year a certificate of accuracy satisfactory to the Licence Manager for any Cab Meter for testing, inspection and sealing.

Class B Cab Owners

3.3 In addition to all of the requirements set out in section 3.1 of this Schedule, every Class B Cab Owner shall:

- a) Operate their Cab on a full-time basis for a minimum of 35 hours a week for 40 weeks for the period of November 1 to October 31st; and

- b) if the Owner is a partnership, each partner shall drive their Cab on a full-time basis for a minimum of 35 hours a week for 40 weeks for the period of November 1 to October 31st.
- 3.4 Notwithstanding section 3.3 of this Schedule, the Licence Manager may exempt a Class B Cab Owner from the minimum hours of operation required if, on account of illness, injury or other medical disability, they have been unable to meet the requirements of that subsection, if they file with the Licence Manager a statutory declaration so stating, together with supporting documentation including a medical certificate from a physician certified to practice in Ontario and such other evidence as the Licence Manager may require and the statutory declaration shall also state that they did meet the requirements of section 3.3 of this Schedule before the onset of their medical disability.

OWNER'S PROHIBITIONS

- 4.1 No Owner shall:
- a) Operate or permit their Vehicle for Hire to be Operated without an Owner Plate;
 - b) permit any person to Operate their Vehicle for Hire without that person being Licensed as a Vehicle for Hire Driver under this By-law;
 - c) permit their Owner Plate to be used with respect to any other vehicle other than the vehicle for which the Owner Plate was issued;
 - d) require or permit a Driver to Operate the Owner's Vehicle for Hire when the Driver has been on duty for more than 14 hours within a 24 hour period without first taking 10 hours off duty. Within the 14 hour on duty period, a maximum of 12 hours may be consecutive on duty time;
 - e) Operate or permit their Vehicle for Hire to be Operated with mechanical defects;
 - f) Operate or permit their Vehicle for Hire to be Operated in affiliation with a Broker who is not licensed under this By-law;
 - g) Operate or permit their Vehicle for Hire to be Operated without insurance as required under subsection 1.2(d) of this Schedule;
 - h) Operate or permit their Vehicle for Hire to be Operated when it is not in compliance with any regulation as prescribed by the Licence Manager under this By-law; or
 - i) Operate or permit a Vehicle for Hire that does not comply with the operational standards as set out in the regulations as prescribed by the Licence Manager.

Cab and Accessible Cab Owners

- 4.2 No Cab Owner or Accessible Cab Owner shall:
- a) fail to maintain their Cab or Accessible Cab in operation for a period of at least 120 successive days; or
 - b) permit a person to Operate their Cab or Accessible Cab when the Cab Meter is out of order or defective in any way.

SCHEDULE 3 – GENERAL BROKER

LICENCE APPLICATIONS, BROKER'S DUTIES, BROKER'S PROHIBITIONS

1.0 LICENCE APPLICATIONS AND RENEWALS

1.1 Every Applicant for a Broker Licence shall:

- a) if the Applicant is an individual, complete a written application for such Licence;
- b) if the Applicant is a partnership, have a partner complete a written application for such Licence;
- c) if the Applicant is a corporation, have an officer or director of the corporation having signing authority complete a written application for such Licence; and
- d) file with Licence Manager proof that the Applicant has a system for receiving Orders and Dispatching Vehicles for Hire.

2.0 BROKER'S DUTIES

2.1 Every Broker shall:

- a) keep a record of all Vehicles for Hire associated with the Broker including: the make, model and VIN for each vehicle, the Owner's name and contact information, and a copy of the Owner's Licence;
- b) ensure that every Driver or Owner in association with the Broker complies with all provisions of this By-law, including being Licensed;
- c) maintain an accurate record for at least 6 months, of all Orders for each Vehicle for Hire including the following information:
 - (i) the Owner Licence number;
 - (ii) the Driver's name and Driver Licence number;
 - (iii) the date and time of Dispatch;
 - (iv) the time of arrival at pick up for all Trips;
 - (v) the time of arrival at the destination for all Trips;
- d) comply with all regulations for the form and content of records as prescribed by the Licence Manager under this By-law;
- e) carry on the Brokerage 24 hours a day, 7 days of the week for each week during the term of the Broker Licence;
- f) upon request, inform a passenger of the anticipated length of time for a vehicle to arrive at the pick-up location;
- g) notify the Licence Manager on a weekly basis of any addition to or deletion of a Vehicle for Hire from the Fleet;
- h) when Dispatching Accessible Cabs or Accessible Private Vehicles for Hire:
 - (i) give priority for Conveyance Services for persons with disabilities over persons without disabilities; and
 - (ii) record the number of Trips each Accessible Cab or Accessible Private Vehicle for Hire has made for persons with disabilities and persons without disabilities;

- i) ensure that each Vehicle for Hire that it Dispatches is equipped to accept credit card and debit card payments; and
- j) ensure that each Vehicle for Hire that it Dispatches is equipped with a fully functioning global positioning system that is approved by the Licence Manager.

3.0 BROKER'S PROHIBITIONS

3.1 No Licensed Broker shall:

- a) Dispatch any Driver who is not Licensed;
- b) Dispatch any person who is operating a Vehicle for Hire whose owner is not Licensed;
- c) charge or receive payment for a Trip through a mobile payment application or other electronic service that receives requests for transportation services from Passengers and connects such requests to a person operating a Vehicle for Hire without:
 - (i) communicating to the Passenger clearly and transparently prior to the start of the Trip the full amount to be charged to the Passenger; and
 - (ii) receiving from the Passenger acceptance of the full amount to be charged for the Trip prior to the start of the Trip;
- d) charge or receive payment for a Trip through a mobile payment application or other electronic service that receives requests for transportation services from Passengers and connects such requests to a person operating a Vehicle for Hire for an amount other than as communicated to and accepted by the Passenger prior to the start of the Trip;
- e) Dispatch a Vehicle for Hire that does not comply with the operational standards as set out in the regulations as prescribed by the Licence Manager.

SCHEDULE 4 – TRANSPORTATION NETWORK COMPANY BROKER

LICENCE APPLICATIONS, BROKER'S DUTIES, BROKER'S PROHIBITIONS

1.0 LICENCE APPLICATIONS AND RENEWALS

1.1 Every Applicant for a Broker Licence shall:

- a) if the Applicant is an individual complete a written application for such Licence;
- b) if the Applicant is a partnership, have a partner complete a written application for such Licence;
- c) if the Applicant is a corporation, have an officer or director of the corporation having signing authority complete a written application for such Licence;
- d) file with Licence Manager proof that the Applicant has a system for receiving Orders and Dispatching Vehicles for Hire; and
- e) file with the Licence Manager proof of insurance with respect to the Vehicle for Hire indemnifying and protecting the Driver, vehicle owner and the public, including Passengers, in the amount of \$2,000,000.00, which insurance shall be satisfactory to the Licence Manager.

1.2 A Private Vehicle for Hire Driver or Accessible Private Vehicle for Hire Driver may be registered for a term of 12 months with a Transportation Network Company.

2.0 BROKER'S DUTIES

2.1 Every Broker shall:

- a) keep a record of all Private Vehicle for Hire Drivers registered with the Broker;
- b) ensure that all Private Vehicle for Hire Drivers submit to the Transportation Network Company annually the following:
 - i) a valid Class G drivers licence issued by the Province of Ontario
 - ii) proof that they are at least 18 years of age;
 - iii) a Police Record Check dated no older than 60 days prior to registration;
 - iv) a Ministry of Transportation abstract dated no older than 60 days prior to registration;
 - v) a Safety Standards Certificate issued within the previous 60 days prior to driver registration;
- c) ensure that all submissions be reviewed by the Transportation Network Company before the driver is registered in accordance with Part 13, Section 13.3;
- d) keep a record of all registered Drivers and their associated vehicles, including: the make, model and VIN for each vehicle, the vehicle owner's name and contact information, and a copy of the vehicle ownership;
- e) ensure that every Driver in association with the Broker complies with all provisions of this By-law;
- f) maintain an accurate record for at least 6 months, of all Orders for each Vehicle for Hire including the following information:
 - (i) the Driver's name;
 - (ii) the Driver's Ontario licence plate number;
 - (iii) the date and time of Dispatch;

- (iv) the time of arrival at pick up for all Trips; and
 - (vi) the time of arrival at the destination for all Trips;
- g) comply with all regulations for the form and content of records as prescribed by the Licence Manager under this By-law;
 - h) carry on the Brokerage 24 hours a day, 7 days of the week for each week during the term of the Broker Licence;
 - i) upon request, inform a passenger of the anticipated length of time for a vehicle to arrive at the pick-up location;
 - j) notify the Licence Manager on a weekly basis of any addition to or deletion of a Driver from the Transportation Network Company Broker;
 - k) when Dispatching Accessible Private Vehicles for Hire:
 - (i) give priority for Conveyance Services for persons with disabilities over persons without disabilities; and
 - (ii) record the number of Trips each Private Vehicle for Hire has made for persons with disabilities and persons without disabilities;
 - l) ensure that each Vehicle for Hire that it Dispatches is equipped to accept electronic forms of payment; and
 - m) ensure that each Vehicle for Hire that it Dispatches is equipped with a fully functioning global positioning system that is approved by the Licence Manager.

2.2 In addition to all the requirements in section 2.1 of this Schedule, every Transportation Network Company shall remit to the City the per trip fee referenced in Schedule “5” on a monthly basis, such remittance shall be made to the City by the 15th of the month following the month to which the remittance relates, and upon request shall provide the Licence Manager with record establishing the basis of the calculation of the said per trip charges.

3.0 BROKER’S PROHIBITIONS

3.1 No Licensed Broker shall:

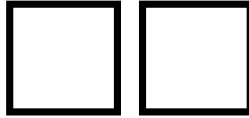
- a) Dispatch any Private Vehicle for Hire Driver who is not registered with the Transportation Network Company Broker;
- b) charge or receive payment for a Trip through a mobile payment application or other electronic service that receives requests for transportation services from Passengers and connects such requests to a person operating a Vehicle for Hire without:
 - (i) communicating to the Passenger clearly and transparently prior to the start of the Trip the full amount to be charged to the Passenger; and
 - (ii) receiving from the Passenger acceptance of the full amount to be charged for the Trip prior to the start of the Trip;
- c) charge or receive payment for a Trip through a mobile payment application or other electronic service that receives requests for transportation services from Passengers and connects such requests to a person operating a Vehicle for Hire for an amount other than as communicated to and accepted by the Passenger prior to the start of the Trip;
- d) Dispatch a Vehicle for Hire that does not comply with the operational standards as set out in the regulations as prescribed by the Licence Manager.

SCHEDULE 5 - FEES

5.1 Licence fees identified in this By-law are non-refundable.

5.2 Each fee listed below shall be charged by the City in each particular instance.

CATEGORY	FEE PLUS APPLICABLE TAXES
Driver Licence - Cab, Accessible Cab, Limousine	\$60 per year \$120 every two years
Owner Licence - Class A & Class B Cab - Limousine - Class A & Class B Accessible Cab	\$750 per year
General Broker Licence	\$400 per year
Transportation Network Company 1-50 vehicles 51-100 vehicles 101-500 vehicles 501-1000 vehicles 1000 plus vehicles	\$1 000 plus \$0.25c per Trip \$5 000 plus \$0.25c per Trip \$10 000 plus \$0.25c per Trip \$15 000 plus \$0.25c per Trip \$50 000 plus \$0.25c per Trip
Replacement of Owner Plate or Driver Licence Replacement	\$35
Cab or Accessible Cab Priority List	\$25 one-time fee
Request for Appeal of Decision of Licence Manager	\$100



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES MEETING ON OCTOBER 10TH, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	Nuisance Feeding of Wildlife – Proposed Amendments to Public Nuisance By-law PH-18

RECOMMENDATION

That on the Recommendation of the Managing Director, Development & Compliance Services and the Chief Building Official,

the attached proposed by-law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting to be held October 16th, 2018, to amend the Public Nuisance By-law PH-18, to address nuisance feeding of wildlife.

BACKGROUND

On June 12th, 2018 Council resolved:

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

- a) the proposed By-law, as appended to the staff report dated May 29, 2018, BE INTRODUCED at the Municipal Council meeting on June 12, 2018, to amend the Parks & Recreation Area By-Law PR-2 to address the feeding of wildlife in city parks and other administrative amendments; and,*
- 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; (Schedule “A”).*

it being noted that no individuals spoke at the public participation meeting associated with this matter.

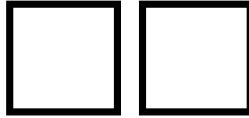
Communications and Petitions

That the following communications regarding the feeding and treatment of wildlife BE RECEIVED and BE REFERRED as noted on the Agenda:

* Note: this correspondence can be found at pages 98 and 100 of the Council Minutes of June 12, 2018:
<https://pub-london.escribemeetings.com/FileStream.ashx?DocumentId=46993>)

On July 5th, 2018 at the Animal Welfare Advisory Committee meeting Civic Administration discussed the matter of wildlife feeding on private property with the members of the committee. The City of Hamilton’s By-law to Regulate the Feeding of Wildlife was presented to AWAC with the request for review and future feedback on the matter.

On August 23rd, 2018 the Chair of AWAC forwarded Civic Administration a communication on this matter indicating the AWAC is in favour of regulating the feeding of wildlife on



private property. AWAC also indicated that emphasis needs to be placed on public education.

Civic Administration submits that excessive wildlife feeding complaints on private property are relatively low. Within the past five (5) years it is approximately 3 – 5 complaints annually. Albeit the complaints are low, Civic Administration does recognize that the excessive feeding of wildlife can be problematic for a variety of reasons including threats to people by the attraction of unwanted animals to the property. In addition animals will learn to associate humans with food and can become a problem to neighbours. Habituated animals can become aggressive and the feeding of animals in an urban area may increase the risk of motor vehicle accidents, resulting in property damage, injury or death. Wildlife is, for the most part, regulated by the Ministry of Natural Resources and Forestry (MNR). See additional wildlife feeding “dos and don’ts” posted by the MNR.

<https://www.ontario.ca/page/feeding-wildlife-dos-and-donts>

Municipal by-laws can be struck down if they are found not to have a proper municipal purpose (see for example *Eng v. Toronto (City)*, [2012] O.J. No. 5661; *Xentel DM Inc. v. Windsor (City)*, [2004] O.J. No. 3656). In *Eng*, the court determined that a ban on the sale of shark fins had no proper municipal purpose for the City of Toronto. In *Xentel*, a by-law that prohibited entertainment involving exotic animals was struck down by the court; the court determined that the pith and substance of the by-law was animal welfare and not public safety, and the City had insufficient evidence to show that exotic animal performances were a threat to public safety. Further, it is open to a person to allege their *Charter* rights (e.g. freedom of expression) were violated by prohibiting the feeding of wildlife; a court would review the legislation to determine whether a restriction on a *Charter* right was reasonable.

Where Council is of the opinion that a matter is or could become or cause public nuisances, if such opinion is arrived at in good faith, it is not subject to court review (per s. 128 of the *Municipal Act, 2001*).

CONCLUSION

Civic Administration recommends the proposed draft amendment to the Public Nuisance By-law where excessive feeding of wildlife creates a public nuisance which can negatively impact the social and environmental well-being of the municipality; or the health, safety and well-being of persons, or the protection of persons and property. With the adoption of such regulations, City of London Municipal Law Enforcement Services could then respond to such complaints should Council deem this necessary.

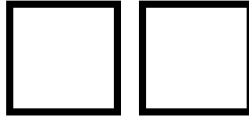
In the draft by-law, “food” does not include composting materials, plants, trees, shrubs berries nor fruit. Not all feeding of wildlife is prohibited; only feeding that constitutes a public nuisance whether on public or private property. There are exceptions for: land zoned for agricultural uses; leaving food for an ear-tipped feral cat colony for trap, neuter or spay and release program approved by the City; or leaving food as bait in a trap to capture wildlife if the person has the legal authority to do so. Persons are required to remove food if it constitutes Nuisance Feeding, and if the person fails to remove it, the City may remove it at the person’s expense.

Civic Administration would request an application be forwarded to the Regional Senior Justice seeking a set fine of \$125.00 for the offence of nuisance wildlife feeding.

--	--

PREPARED BY:	
H. CHAPMAN, MANAGER MUNICIPAL LAW ENFORCEMENT SERVICES	
CONCURRED BY:	RECOMMENDED BY:
O. KATOLYK, CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL

cc: L. Marshall, City Solicitor's Office



APPENDIX “A”

Bill No.
2018

By-law No. PH-18-

A by-law to amend By-law PH-18 entitled, “A by-law to prohibit and regulate public nuisances within the City of London.” to prohibit nuisance feeding of wildlife.

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 6. Health, safety and well-being of persons; 8. Protection of persons and property; and 9. Animals;

AND WHEREAS section 128 of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10, a municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances, and the opinion of Council under this section, if arrived at in good faith, is not subject to review by any court;

AND WHEREAS, in the opinion of Council, nuisance feeding of wildlife is or could become or cause a public nuisance;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense;

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

1. By-law PH-18 is amended by deleting the sixth recital and replacing it with the following:

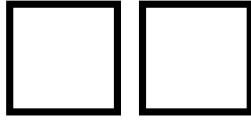
AND WHEREAS, in the opinion of Council, nuisance parties, public urination and defecation, knocking over objects on the Highway, unnecessary interference with use and enjoyment of public places, and nuisance feeding of wildlife are or could become or cause public nuisances;

2. Section 1 of by-law PH-18 is amended by inserting the following definitions after the definition of “Dwelling”:

“**feed**” and “**feeding**” includes the regular or intermittent supply of food;

“**food**” means anything that can be consumed by an animal for sustenance, but does not include:

- (a) composting materials kept in accordance with all applicable laws, regulations and by-laws;
- (b) landscaping materials or plants, trees or shrubs (including shrubs, berries on shrubs, trees, herbs, vegetables on vegetable plants, fruit on trees);



3. Section 1 of by-law PH-18 is amended by inserting the following definition after the definition of “Highway”:

“Nuisance Feeding of Wildlife” means feeding or permitting the feeding of wildlife, or leaving food that is accessible by wildlife, which results in one or more of the following occurring so as to constitute a public nuisance whether occurring on public or private property:

- (a) excessive accumulation of food, including bird seed and seed casings;
- (b) excessive accumulation of wildlife feces;
- (c) unreasonable interference with the normal use and enjoyment of nearby premises;
- (d) excessive attraction of rodents (including mice or rats) or predatory wildlife (including coyotes) to the premises;

4. Section 1 of by-law PH-18 is amended by inserting the following definition after the definition of “Premises”:

“wildlife” means an animal that belongs to a species that is wild by nature.

5. By-law PH-18 is amended by inserting the following new Section 4.2 as follows:

4.2 NUISANCE FEEDING OF WILDLIFE

- (1) No person shall engage in or permit Nuisance Feeding of Wildlife.
- (2) Subsection (1) shall not apply to:
 - (a) land zoned for agricultural uses;
 - (b) a person leaving food for an ear-tipped cat or a feral cat colony for the purposes of a trap, neuter or spay and release program approved by the City; and
 - (c) a person leaving food as bait in a trap to capture wildlife if they have the legal authority to do so.
- (3) Every person who engages in or permits Nuisance Feeding of Wildlife shall immediately remove such food when directed to do so by the City, and if the person fails to do so, the City may enter upon the Premises at any reasonable time to remove the food at the person’s expense. The City may recover the costs (plus interest) of removing the food from the person required to do it, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes. The amount of costs including interest constitutes a lien on the land upon the registration in the proper land registry office of the notice of lien.

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

PASSED in Open Council on _____, 2018.

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading -
Third Reading -

Agenda Item # Page #

--	--

Schedule "A"



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

Tuesday May 29, 2018

Chair and Members
Community and Protective Services Committee

RE: Feeding of Wildlife in Parks and Other Administrative Revisions

While I believe the new feeding wildlife by law is a good step forward, it does not address people bulk feeding animals on their own property.

Over the years I have had several constituents who misguidedly feel the need to feed wildlife. This attracts skunks, raccoons, and groundhogs to their property and to neighbouring properties. They then proceed to cause property damage as they seek to house themselves close to food sources or become aggressively territorial. This leaves residents unable to use their backyards, fearful for their children and cleaning up constant messes. Our by law enforcement officers do not have the tools to deal with these residents.

Please refer the by law back for additional safeguards and protections for wildlife and residents.

Paul Hubert

London Homeless Coalition

Priorities for 2018-2019



Priority 1: Raising the Rates

- To continue the work underway regarding “Raising the Rates” recognizing that efforts will be based on the outcome of the upcoming Provincial election and changes that have already been made to Ontario Works and ODSP rates.



Priority 2: Drug Induced Psychosis

- To align and support the existing work and actions established by various working groups regarding drug induced psychosis.
- Efforts will focus on the unique needs of individuals experiencing homelessness and/or at risk of homelessness and the response by homeless serving organizations including emergency shelters, drop-ins, and Housing First programs.



Priority 3: Five Year Plan Update

- To support the five year review, consultation and update of the Homeless Prevention System and Housing Plan.
- The City of London Homeless Prevention and Housing Services are undertaking a five year review and update of the Homeless Prevention and Housing Plan. The review will include a consultation process, and presentation of recommendations to the London Homeless Coalition.



Priority 4: Indigenous Plan

- To actively support efforts to have London identified by the Government of Canada Homelessness Partnering Strategy as an Indigenous designated community including specific funding allocation.
- To support the development of the Homeless Prevention Plan for Indigenous Individuals and Families experiencing homelessness in London.
- Following the directions and actions of the Indigenous Plan, the London Homeless Coalition will determine how best to support the implementation.



Priority 5: Voting Rules for Individuals Experiencing Homelessness

- To improve the local response to assisting individuals experiencing homelessness and their opportunity to vote. The London Homeless Coalition will align with and support efforts to improving voting rules.
- To advocate at the federal level in cooperation with other groups including the Canadian Federation of Students and the Council of Canadians.
- It is recognized that there have been improvements under the Fair Elections Act related to individuals experiencing homelessness and their voting rights including introducing the option of the letters of attestation.



Questions



TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE OCTOBER 10, 2018
FROM:	ROSANNA WILCOX DIRECTOR, COMMUNITY AND ECONOMIC INNOVATION
SUBJECT:	COMMUNITY DIVERSITY AND INCLUSION STRATEGY (CDIS) UPDATE

RECOMMENDATION

That, on the recommendation of Community Diversity and Inclusion Strategy Steering Committee, the following actions be taken:

- a) the report dated October 10, 2018, and entitled “Community Diversity and Inclusion (CDIS) Update” **BE RECEIVED** for information, and;
- b) the next steps as outlined in this report noted in a) above, **BE ENDORSED** as the process for implementing and monitoring the Community Diversity and Inclusion Strategy.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- “Workplace and Community Diversity and Inclusion Update,” Corporate Services Committee, February 16, 2016
- “Community Diversity and Inclusion Strategy Update,” Community and Protective Services Committee, November 15, 2016
- “Community Diversity and Inclusion (CDIS) Update”, Community and Protective Services Committee, March 28, 2017
- “Community Diversity and Inclusion Strategy (CDIS)”, Community and Protective Services Committee, August 1, 2017

BACKGROUND

London City Council identified diversity and inclusion as priorities in the *2015-2019 Strategic Plan*, including the development of a ‘Community Diversity and Inclusion Strategy’ during this term of Council. In November 2016, Council approved a proposed process to develop this strategy, and directed Administration to proceed:

That, on the recommendation of the City Manager, Civic Administration BE DIRECTED to proceed with developing a Community Diversity and Inclusion Strategy in accordance with the approach outlined in this report.

In order to develop this strategy, the City of London issued a call for volunteer ‘Diversity and Inclusion Champions.’ 200 Londoners, reflecting a diversity of backgrounds and perspectives, stepped forward to be part of this process. As well, a volunteer Steering Committee comprised of representatives from Council’s Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) and others selected through the open application process, provided oversight to the process.

The Community Diversity and Inclusion Strategy was presented to the Community and Protective Services Committee on August 1, 2017, and included a number of important components:

1. A **Vision**
2. A **Statement of Commitment**

3. **Five Priorities:**
 - a. Take concrete steps towards healing and reconciliation
 - b. Have zero tolerance for oppression, discrimination and ignorance
 - c. Connect and engage Londoners
 - d. Remove accessibility barriers to services, information and spaces
 - e. Remove barriers to employment
4. **Strategies**, to advance each priority
5. A section called **What We Heard** which captures additional insights received from groups and perspectives through the CDIS process
6. A **Glossary**, formerly developed by DIACC and updated through the CDIS process

On August 22, 2017, Council endorsed the Community Diversity and Inclusion Strategy and resolved the following:

- a. *the Community Diversity and Inclusion Strategy, as appended to the staff report dated August 1, 2017, BE ENDORSED in principle; it being noted that this aspirational document was developed by Londoners who share City Council's interest in a more diverse and inclusive London;*
- b. *the CDIS Steering Committee BE REQUESTED to report back to the Community and Protective Services Committee on a proposed structure to support implementation;*
- c. *the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee regarding strategies in the CDIS which refer to, or could affect, The Corporation of the City of London; and,*
- d. *a letter of thanks and acknowledgement BE PROVIDED from the Mayor, on behalf of City Council, to all Londoners who contributed to the CDIS process.*

The purpose of this report is to:

- Highlight the progress being made towards the priorities outlined in the Community Diversity and Inclusion Strategy (CDIS) thus far; and,
- Provide an overview of the next steps associated with the CDIS, including a proposed structure to support implementation, as well as an approach to the CDIS strategies that affect the City of London.

DISCUSSION

Community Diversity and Inclusion Strategy: Year One Progress

The CDIS is a community strategy that outlines 47 recommendations, both short and long term, and reflects a collective effort and interest in building a more inclusive city. Diversity and inclusion are complex, challenging, ever-changing and often highly personal topics. The CDIS does not pretend to reflect every perspective, or include every possible action that the London community could and should take to become more inclusive. Some of the strategies in the CDIS will be easier to implement than others, as some are specific initiatives while others may never be "complete" but instead will require ongoing effort from the entire community.

Following is a summary of the highlights of the progress made in the first year of implementation. To date, 74% of the strategies noted in the CDIS have been initiated. Please refer to [Appendix A](#) for further details on the progress made.

Priority 1 - Take concrete steps towards healing and reconciliation

1.1 Establish an Indigenous relations office within the City.

- Funding has been identified for a position focused on Indigenous relations within the City of London. Work is currently underway to define the responsibilities and functional requirements of this role.

1.6 Work with local Indigenous peoples to develop a unified Indigenous health strategy, including consideration of Indigenous social determinants of health:

- The Journey Together planning table of Indigenous community organizations is planning for the development and construction of an Indigenous-led Child Care and Child & Family Centre. Funding for this project comes from the Province of Ontario and the Government of Canada.
- Western University launched the Indigenous Mentorship Network Partnership of Ontario which focuses on having more Indigenous people conducting research on health and social issues affecting Indigenous peoples.
- The Community Mental Health and Addictions Strategy, endorsed by Council in December 2017, identified the need to develop an Indigenous-specific mental health and addictions strategy.

Priority 2 - Have zero tolerance for oppression, discrimination and ignorance

2.5 Require educators, social service and health practitioners to complete training on Indigenous cultures:

- The Southwest Ontario Aboriginal Health Access Centre provides the Ontario Indigenous Cultural Safety Program which is available to all health practitioners.
- Introduction and application of Intercultural Competency Training for the City of London was launched in 2017. All staff will be provided with training over the next several years. The component on Indigenous communities will be launched in 2018.
- In partnership with the Child and Youth Network, the Southwest Ontario Aboriginal Health Access Centre, through their Indigenous Cultural Safety Program, will lead three workshops entitled: "Getting to the Roots of Tolerance" in 2018. These workshops focus on understanding the connection between attitudes and behaviours and a greater appreciation for the ways that this can play out differently in relationships with Indigenous clientele. Research has shown that true system changes occur when there is support for change at a systemic level and individuals who are in leadership roles within organizations are participating.
- The Child and Youth Network (CYN) has purchased spots to support CYN community organizations to take the core training offered by the Ontario Indigenous Cultural Safety Program in 2018.

2.9 Make community training on sexual harassment, sexual assault, safety, trans health and HIV more readily accessible:

- Anova provides regular training on sexual harassment, sexual violence and prevention, disclosure, LGBTQ issues (including trans health), and trans inclusion.
- The Regional HIV/Aids connection provides training on HIV risks, social determinants of health for the GBMSMT2S (Gay; Bisexual; Men who have Sex with Men; Transgender; and Two-Spirit men), syndemics, and creating safe/welcoming spaces for GBMSMT2S men.
- The Middlesex London Health Unit provides training on LGBT2Q+ inclusion and about LGBT2Q+ sexual health.

2.12 Encourage local media and community figures to promote inclusive messages and to address barriers and oppressions within London:

- In December 2017, the London & Middlesex Local Immigration Partnership launched an anti-racism campaign called *All are Welcome Here*. Through this campaign Londoners were able to either display a lawn sign or a sticker with the hashtags #allarewelcomehere & #tousontlesbienvenusici written on it.
- In February 2018, the London & Middlesex Local Immigration Partnership launched the 1000 Acts of Welcome Campaign (#1000actsofwelcome & #1000actesdebienvenue). This campaign focuses on making sure that immigrants feel welcome, included and respected in London.

Priority 3 - Connect and engage Londoners

3.3 Recognize and celebrate Londoners, organizations and businesses that promote and undertake diversity, inclusion and anti-oppression activities:

- Through the Diversity, Race Relations & Inclusivity Award, the Diversity, Inclusion, and Anti-Oppression Advisory Committee recognizes residents, businesses, and organizations who contribute to making London a welcoming and inclusive community.
- Each year the Mayor's New Year's honours list recognizes a person in the categories of Accessibility and Diversity and Race Relations.

3.5 Increase participation of Londoners from non-dominant groups on the City of London Advisory Committees, Boards and Commissions:

- The City of London, in partnership with Women & Politics, took part in the Federation of Canadian Municipalities (FCM) initiative, Diverse Voices for Change (DV4C). Throughout 2017 and 2018 a number of projects were undertaken in order to understand the current composition of City of London Advisory Committees, Boards and Commissions and what actions should be undertaken in order to meet London's objective: *"to increase the representation of women, particularly women from diverse backgrounds, on City of London advisory committees and the governance bodies of City of London agencies, boards and commissions."*

Priority 4 - Remove accessibility barriers to services, information and spaces

4.3 Ensure that all current and future transportation options are reviewed by, and easily available and accessible to, seniors, persons with disabilities, and newcomers:

- Accessibility Advisory Committee members are part of the Transportation Advisory Committee.
- London Transit Commission has an Advisory Committee for Accessibility.
- The Age Friendly London Network Transportation Group is working on the following actions related to the accessibility of transportation:

Strategy #4: improve accessibility of public transit

- Develop a tool for neighbourhood groups and residents to conduct audits of bus stops to ensure shelters and benches are available in safe and accessible locations.
- 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.
- Review transit travel information systems by improving and adding on-board visual aids and audio notifications and by enhancing displays at bus stops.

Strategy #5: Improve transportation options for older adults across the city

- Research affordable transportation options to ensure older adults are able to travel to destinations across the city.
- Advocate for a review of para-transit to increase the availability and reliability of options.
- Explore the need to increase the capacity of volunteer transportation organizations.

Strategy #6: Enhance access to transportation information

- Promote existing age friendly transportation resources and make them available in multiple languages.
- Provide customer service information in multiple languages to ensure all older adults can access information.

4.7 Encourage businesses and organizations to have non-gender specific washrooms:

- The City of London is developing a Gender Identity and Expressions Policy which recommends for non-gendered washrooms and change rooms to be built in new City facilities and during retrofits to existing buildings. For example, the new Bostwick Community Centre, YMCA and Library is designed to include gender non-specific

washrooms and change rooms.

Priority 5 - Remove barriers to employment

5.1 Implement metrics and regular opportunities to measure diversity and inclusion within the community, ensuring the workforce and local leadership are reflective of the community.

- The City of London conducts a regular diversity census of all of its employees. The data from this census guides future initiatives within the organization.
- In early 2017, the City of London conducted its first Diversity Census of all City of London Advisory Committees, Boards of Commissions. This census provided staff with the current composition of these bodies and gaps to be addressed in the future.
- Pillar Nonprofit Network leads the DiverseCity onBoard program which “offers board matching as well as governance training to ensure that qualified candidates from visible minority and under-represented groups are not excluded from positions of decision-making, and influence”.
- London Police Service is conducting a voluntary Employee Diversity Survey to gather information on the London Police Service demographic profile. The results in comparison to the previous survey will enable London Police Service to measure progress towards better reflecting the diverse community they serve.

5.4 Promote equity within policy, practices and strategies in businesses, non-profit, public, and labour organizations:

- All Council Policies have been reviewed through the Gender Equity Lens. Additionally, the City of London is in the process of developing an Equity and Inclusion Lens.

5.9 Support employers and community members in learning how to assist newcomers with their integration

- *Choose London – Innovative, Vibrant and Global: London’s Newcomer Strategy* is a community-driven strategy, led by the City of London. This strategy identifies three strategic priorities: Enhance Awareness, Facilitate Access and Active Engagement.

CDIS-Wide Actions

TD Employee Diversity & Inclusion Committee

The City of London is collaborating with the TD Employee Diversity & Inclusion Committee in order to share information, resources, and community engagement opportunities related to diversity and inclusion. This includes bi-monthly meetings to share progress and discuss future opportunities for collaboration.

Centre for Research on Health Equity and Social Inclusion (CHRESI) & Western University

The City of London is working with Western University (Community Engaged Learning, Community Psychology) and CRHESI to advance various aspects of the CDIS. The following 2 projects will be undertaken during the 2018/2019 term:

Project 1: Measuring the impact of London’s Community Diversity and Inclusion Strategy (CDIS): This project is focused on gathering qualitative and quantitative data in order to develop an assessment tool to measure the impact of CDIS in the community.

Project 2: Campaign modelled after Edmonton’s #MakItAwkward: This project will see students undertake research related to social media campaigns and the methodology and impact of these as they relate to diversity and inclusion. Students will also review best practices relating to messaging and how to bring people around a common cause.

Community of Practice

A Diversity, Equity and Inclusion Community of Practice was initiated by the City of London, City of Kingston, City of Cambridge and Evergreen. This involves the sharing of expertise, best practices, etc. Membership now includes 23 municipal and post-secondary institutions from across Ontario.

Proposed Structure to Support the Implementation of CDIS

The CDIS outlines 47 strategies that will help the community achieve the following vision: *London is a diverse and inclusive community that honours, welcomes, and accepts all people; where people have the power to eliminate systemic oppressions.* Moving towards this vision will require all Londoners to come together to make change. A key factor in ensuring progress towards this vision is the establishment of an implementation body to guide the work, oversee implementation plans and ensure ongoing monitoring and evaluation of the work.

The CDIS Steering Committee recommends the following functions and structure for the CDIS implementation body:

Implementation body functions:

Engagement	The implementation body will engage the community about what is happening and opportunities to get involved. This will include both individuals and organizations. Addressing diversity and inclusion means working with the entire community every step of the way.
Research	The implementation body will use research and data to help develop work plans and make decisions about how to implement the recommendations.
Planning	The implementation body will work with the community to prioritize the recommendations and develop work plans that outline: <ul style="list-style-type: none"> - How a recommendation is being implemented; - Who is doing it; and, - When it will happen. Work plans should include clear goals that hold people accountable for action.
Coordination	The implementation body is responsible for coordinating the work of all groups working on CDIS. Bringing the community together to implement the various aspects of CDIS is one of the most important functions of the implementation body.
Evaluation	The implementation body will measure the work of CDIS using both stories and statistics. The implementation body will measure the impact the recommendations are having, as well as how well the implementation body itself is working and whether any changes are required.
Reporting	Reporting to Council and the community will happen annually as a way to share stories of progress and to engage residents and organizations in opportunities to be involved. This will include a detailed report on overall progress, evaluation, and plans for the next year.

Implementation body structure:

Membership	Participation is open to anyone who is interested in supporting and advancing the CDIS vision: <i>London is a diverse and inclusive community that honours, welcomes and accepts all people; where people have the power to eliminate systemic oppressions.</i>
Working Groups	There will be five (5) Priority Working Groups established around the priorities identified in CDIS; <ul style="list-style-type: none"> i. Take concrete steps towards healing and reconciliation; ii. Have zero tolerance for oppression, discrimination and ignorance; iii. Connect and engage Londoners; iv. Remove accessibility barriers to services, information and spaces; and, v. Remove barriers to employment. The Working Groups will champion and guide the implementation and monitoring of their respective CDIS priorities. Each Working Group will be supported by City of London staff.

Leadership Table	The CDIS Leadership Table will be made up of ten (10) members: a) Three (3) City of London Staff b) One chair from each of the five (5) Working Groups c) One (1) representative from the Diversity Inclusion, and Anti-Oppression Advisory Committee (DIAAC), and; d) One (1) representative from the Accessibility Advisory Committee (ACCAC). Other resource personnel will be invited to attend meetings as required.
Term	Commitment is a minimum of two years.
Compensation	An honorarium of \$2,000 per year will be provided to the chairs of the Working Groups.

This approach recognizes the critical role of community leadership, as well as the City of London’s important role in CDIS. City staff will be part of the CDIS Leadership Table and the City will provide key support to the Leadership Table and Working Groups (administrative support, coordination of meeting agendas/spaces, support as required to working groups, assistance in preparation of annual reports, etc.). Included as Appendix B are the draft Terms of Reference for the CDIS Implementation Body.

CDIS Strategies That Affect the City of London

The CDIS includes a Statement of Commitment for both the City of London and the community. Nearly all of the 47 strategies outlined in the plan touch the City of London, whether directly or indirectly. City staff will continue to assess the financial and resource implications of this work. Based on this assessment, business case(s) will be submitted for consideration to the next Multi-Year Budget process.

Next Steps

The following steps will be taken with respect to the CDIS in the remainder of 2018 and into 2019:

1. The community, City of London and various partners outlined in this report will continue to actively implement the 47 recommendations of the CDIS.
2. Work will continue to define the responsibilities and functional requirements of a position focused on Indigenous relations at the City of London. Once this process is finalized, a recruitment process will be launched in 2019.
3. Pending Council approval, a recruitment process for the CDIS Implementation Body (Leadership Table and Working Groups) will be launched. It is anticipated that recruitment will be completed during the first quarter of 2019.
4. City staff will continue to monitor and assess the financial and resource implications of the work of CDIS and, based on this assessment, will submit business case(s) for consideration as part of the next Multi-Year Budget process.

FINANCIAL IMPACT

The City of London position focused on Indigenous relations will be funded temporarily for two years through the Efficiency, Effectiveness and Economy Reserve. The compensation provided to the chairs of the CDIS Working Groups will be accommodated through existing budgets. At this time there are no other financial implications, noting that the financial and resource requirements of the plan will continue to be monitored and a business case(s) will be brought forward to the next Multi-Year Budget process.

CONCLUSION

The CDIS is a community strategy that outlines 47 recommendations, both short and long term, and reflects a collective effort and interest in building a more inclusive city. Diversity and inclusion are complex, challenging, ever-changing and often highly personal topics. The CDIS does not

pretend to reflect every perspective, or include every possible action that the London community could and should take to become more inclusive. Some of the strategies in the CDIS will be easier to implement than others, as some are specific initiatives while others may never be “complete” but instead will require ongoing effort from the entire community.

While the past year has been focused on initiating the work of CDIS, continued efforts to implement the 47 strategies, as well as the establishment of an implementation body to guide, coordinate and monitor this work are critical next steps in moving towards our vision of London as *“a diverse and inclusive community that honours, welcomes, and accepts all people; where people have the power to eliminate systemic oppressions”* must inspire action.

PREPARED BY:	RECOMMENDED BY:
KINGA KOLTUN COORDINATOR, GOVERNMENT AND EXTERNAL RELATIONS	ROSANNA WILCOX DIRECTOR, COMMUNITY & ECONOMIC INNOVATION

- c. Accessibility Advisory Committee
Diversity, Inclusion and Anti-Oppression Advisory Committee
Senior Management Team

APPENDIX A

Community Diversity and Inclusion Strategy (CDIS): Year One Progress

Priority 1 - Take concrete steps towards healing and reconciliation

Strategies

1. Establish an Indigenous relations office within the City.
2. Work with local Indigenous peoples to establish a *Truth and Reconciliation Commission – Calls to Action* (TRC) accountability and implementation body and plan.
3. Create a community pledge to encourage everyone to take action towards the recommendations of the *Truth and Reconciliation Commission – Calls to Action* (TRC).
4. Develop an audit and evaluation process to measure the progress towards the *Truth and Reconciliation Commission – Calls to Action* (TRC) recommendations.
5. Ensure Indigenous peoples lead the change process within our community.
6. Work with local Indigenous peoples to develop a unified Indigenous health strategy, including consideration of Indigenous social determinants of health.
7. Forge partnership agreements between the City and three neighbouring communities (Chippewas of the Thames First Nation, Munsee Delaware Nation, and Oneida Nation of the Thames).
8. Provide opportunities for on-reserve economic development through strategic and innovative partnerships with the City and the private sector.

Progress Made

- Funding has been identified for a position focused on Indigenous relations within the City of London. Work is currently underway to define the responsibilities and functional requirements of this role.
- The City of London has endorsed actions in three calls to action under the TRC report (#57, #77, and #82). These actions are in the process of implementation. Council has also further directed staff to explore opportunities for additional action on Calls to Action under the TRC report. The following actions have been undertaken:

#57 Professional Development and Training for Public Servants

- The City of London launched Intercultural Competency Training, which includes training pertaining to Indigenous communities.

#77 National Centre for Truth and Reconciliation

- The London Public Library led the collection of records from local institutions relating to the residential school system, in collaboration with local First Nations communities and organizations. All relevant records have now been forwarded to the National Centre for Truth and Reconciliation.

#82 Commemoration

- The City's Culture Office and the London Arts Council are co-leading the development a monument in London, through the City of London's Public Art Program.
 - The London Arts Council has been working to establish a base of Indigenous artists. Meetings are ongoing between the London Arts Council, City Administration, and Indigenous representatives.
 - This year's City of London Community Arts Investment Program (CAIP) 'Artist in Residence' program includes an Indigenous artist, Erik Mandawe. Erik is working with the London Arts Council and the Culture Office to develop the Truth and Reconciliation Monument.
- The Journey Together planning table of Indigenous community organizations is planning for the development and construction of an Indigenous-led Child Care and Child & Family Centre. Funding for this project comes from the Province of Ontario and the Government of Canada.
 - Western University launched the Indigenous Mentorship Network Partnership of Ontario which focuses on having more Indigenous people doing research on health and social issues affecting Indigenous peoples.

- The Community Mental Health and Addictions Strategy, endorsed by Council in December 2017, identified the need to develop an Indigenous-specific mental health and addictions strategy.

Priority 2 - Have zero tolerance for oppression, discrimination and ignorance.

Strategies

1. Address one's own privilege and bias by learning, sharing, and recognizing the lived experiences, cultures and histories of Londoners.
2. Acknowledge and combat the existence of anti-black racism, Islamophobia, sexism, racism, anti-Semitism, ageism, xenophobia, homophobia, transphobia, gender-based and other forms of discrimination in our community.
3. Recognize a common language around oppression and discrimination (see glossary of terms).
4. Know the *Canadian Charter of Rights and Freedoms* and the *Ontario Human Rights Code*.
5. Require educators, social service and health practitioners to complete training on Indigenous cultures.
6. Encourage everyone to undertake de-colonization, anti-racism, anti-oppression, cultural safety, accessibility, and diversity training in order to understand those around them.
7. Build cultural awareness among children and youth through schools, community groups, parent councils, and other community engagement activities.
8. Ensure that children starting at primary level receive anti-oppression education including learning how to recognize their own privilege and bias and how to build relationships with those around them.
9. Make community training on sexual harassment, sexual assault, safety, trans health and HIV more readily accessible.
10. Promote a culture within the London Police Service where all groups are safe and protected, and not targeted based on any of the enumerated terms in the *Ontario Human Rights Code*.
11. Ensure the London Police Service invests in and provides ongoing training to police officers and employees to better understand and protect the communities they serve.
12. Encourage local media and community figures to promote inclusive messages and to address barriers and oppression within London.
13. Implement a social media campaign modelled after #MakeItAwkward.
14. Encourage local businesses and organizations to share knowledge, resources, and information to address oppression, discrimination and ignorance.

Progress Made

- A glossary of terms was developed through the consultation process for the Community Diversity and Inclusion Strategy. The glossary is meant to serve as a tool for the community and a way to create common understanding around diversity and inclusion terminologies.
- The City of London *It Starts with Me* employee training provides an overview of the *Canadian Charter of Rights and Freedoms* and the *Ontario Human Rights Code*. This is mandatory training for all of City employees.
- The Southwest Ontario Aboriginal Health Access Centre provides the Ontario Indigenous Cultural Safety Program which is available to all health practitioners.
- Introduction and application of Intercultural Competency Training for the City of London was launched in 2017. All staff will be provided with training over the next several years. The component on Indigenous communities will be launched in 2018.
- In partnership with the Child and Youth Network, the Southwest Ontario Aboriginal Health Access Centre, through their Indigenous Cultural Safety Program, will lead three workshops entitled: "Getting to the Roots of Tolerance" in 2018. These workshops focus on understanding the connection between attitudes and behaviours and a greater appreciation for the ways that this can play out differently in relationships with Indigenous clientele. Research has shown that true system changes occur when there is support for change at a systemic level and individuals who are in leadership roles within organizations are participating.
- The Child and Youth Network (CYN) has purchased spots to support CYN community organizations to take the core training offered by the Ontario Indigenous Cultural Safety Program in 2018.

- The London Cross Cultural Learner Centre provides Cultural Diversity Training. More information can be found at: <http://lclcl.org/index.php/cultural-diversity-training>.
- LUSO Community Services offers training to individuals, groups and organizations that addresses the issues of racism, bullying, hate, bias activity and discrimination.
- Centre Communautaire Régional de London (CCRL) offers cultural competency training to newcomers in French.
- The City of London, PRISM members and staff delivered a LGBT+ Inclusive Customer Service Seminar aimed at helping to ensure staff interactions with the public are inclusive of the LGBT+ community. The seminar used London specific and practical examples on a variety of topics, including: (1) LGBT+ terminology; (2) the importance of pronouns; (3) distinguishing between gender identity, gender expressions, sexual orientation, and sex assigned at birth; (4) collecting and recording data; (5) do's and don'ts for inclusive language; and, (6) creating an inclusive physical space.
- London & Middlesex Local Immigration Partnership's *Welcoming All Voices* materials in school boards are aimed at providing cultural awareness around the needs and experiences of newcomers. These materials are also available in French.
- Various community organizations including the London Cross Cultural Learner Centre, LUSO Community Services, South London Neighbourhood Resource Centre, and Centre communautaire régional de London provide schools with settlement workers to help newcomer youth with their settlement needs.
- Anova provides regular training on sexual harassment, sexual violence and prevention, disclosure, LGBTQ issues (including trans health), and trans inclusion.
- The Regional HIV/Aids connection provides training on HIV risks, social determinants of health for the GBMSMT2S (Gay; Bisexual; Men who have Sex with Men; Transgender; and Two-Spirit men), syndemics, and creating safe/welcoming spaces for GBMSMT2S men.
- The Middlesex London Health Unit provides training on LGBT2Q+ inclusion and about LGBT2Q+ sexual health. More information regarding training can be found at: <https://www.healthunit.com/lgbtq-training>
- Revised processes and officer training were implemented to address the newly legislated *Collection of Identify Information in Certain Circumstances* (O.Reg. 58/16), sometimes referred to as 'carding' or 'street checks' (2016/2017). An interim progress report was made publicly available in February 2018. More information can be found at: <http://calendar.londonpolice.ca/Meetings/Index?StartDate=02/01/2018>
- A Public Needs Survey was conducted in 2017 to determine residents' concerns and to measure satisfaction levels. Some of the questions were related to London Police Service's working relationship with the diverse community they serve. The complete survey and results are available at <https://www.londonpolice.ca/en/about/Public-Needs-Survey.aspx>
- A Community/London Police Service Collaboration and Partnership Working Group was formed with the goal of strengthening police relationships with the London community (2016).
- The London Police Service Diversity Officer attends a large variety of functions, events, meetings, etc., in the community and as a result makes direct or indirect contact with a considerable number of individual residents in attendance. The Diversity Officer uses these opportunities, as well as social media, to perform outreach.
- The London Police Service Diversity Officer and other officers attend various events that take place throughout the year in London and surrounding area. These include: Black History Month, Solidarity Day, the London Pride parade, Eid, Raksha Bandhan and Canadian Citizenship ceremonies.
- In December 2017, the London & Middlesex Local Immigration Partnership launched an anti-racism campaign called *All are Welcome Here*. Through this campaign Londoners were able to either display a lawn sign or a sticker with the hashtags #allarewelcomehere

& #tousontlesbienvenusici written on it. More information about the campaign can be found at: <https://www.1000actsofwelcome.ca/en/all-are-welcome-here/>

- In February 2018, the London & Middlesex Local Immigration Partnership launched the *1000 Acts of Welcome* Campaign (#1000actsofwelcome & #1000actesdebienvenue) This campaign focuses on making sure that immigrants feel welcome, included and respected in London. More information can be found at: <https://www.1000actsofwelcome.ca/en/submit-an-act-1>
- Western University offers training for staff and students on the topics of anti-oppression, anti-racism, cultural competence, AODA, and customized accessibility training based on needs. Harassment and discrimination training based on the enumerated terms in the *Ontario Human Rights Code* is also available.
- Western University provides its staff and students with sexual assault reporting and sexual harassment training and has previously invited the 519 to provide training on Trans Inclusion.
- King's University College provides its students with various training opportunities on topics such as the Kairos Blanket Exercise, LGBTQ+, sexual violence and intervention, cultural awareness, and mental health.

Priority 3 - Connect and engage Londoners

Strategies

1. Promote events and opportunities for Londoners to collaborate, share, and access information.
2. Encourage and facilitate dialogue between all levels of government and organizations around common goals of inclusion, particularly groups that stand to gain by supporting one another.
3. Recognize and celebrate Londoners, organizations and businesses that promote and undertake diversity, inclusion, and anti-oppression activities.
4. Establish long-range plans to grow diversity activities, including grants and recognition programs.
5. Increase participation of Londoners from non-dominant groups on the City of London Advisory Committees, Boards and Commissions.
6. Ensure the City of London and other organizations understand and model best practices for inclusive engagement.

Progress Made

- A number of community groups and initiatives provide Londoners with a platform to collaborate, share information and have open dialogue around the topic of inclusion. This includes the Age Friendly London Network, Networking for Inclusive Community, NeighbourGood London website, Tourism London events calendar, London & Middlesex Local Immigration Partnership, as well as informationlondon.ca
- Through the Diversity, Race Relations & Inclusivity Award, the Diversity, Inclusion, and Anti-Oppression Advisory Committee recognizes residents, businesses, and organizations who contribute to making London a welcoming and inclusive community. More information can be found at: <http://www.london.ca/city-hall/awards-recognition/Pages/Diversity-Race-Relations-and-Inclusivity-Award.aspx>
- The Mayor's New Year's honours list recognizes a person in the category of Accessibility and Diversity and Race Relations. More information can be found at: <http://www.london.ca/city-hall/mayors-office/Pages/Mayors-Honour-List.aspx>
- The London Community Grants Program consists of two municipal granting streams. (1) The Multi-Year Grant Stream (\$2.3M) for local not-for-profit organizations is to support programs and services that advance the strategic areas of focus in Council's Strategic Plan. The next round of applications for this stream opens in March 2019 for the funding period of 2020 to 2023. (2) The Innovation and Capital Annual Grant Stream (\$495,453 in 2019) for local not-for-profit organizations is to support innovation and building capital projects. Details about criteria and eligibility can be found at: <http://www.london.ca/city-hall/funding-grants/community-funding/Pages/London-Community-Grants-Program.aspx>
- In 2018, the City of London launched the Neighbourhood Small Events Fund. This annual Fund provides a one-time grant of up to \$500 per year to community/neighbourhood

groups. Funds are available January 1st of each year until the funds are exhausted. London-based grassroots neighbourhood or community groups holding an event on public property, which is accessible, open to the public, and free of charge can apply for up to \$500 to assist with event expenses. For more information go to: <http://www.london.ca/city-hall/funding-grants/community-funding/Pages/Neighbourhood-Small-Events-Fund.aspx>

- The City of London, in partnership with Women & Politics, took part in the Federation of Canadian Municipalities (FCM) initiative, Diverse Voices for Change (DV4C). Throughout 2017 and 2018 a number of projects were undertaken in order to understand the current composition of City of London Advisory Committees, Boards and Commissions and what actions should be undertaken in order to meet London's objective: *"to increase the representation of women, particularly women from diverse backgrounds, on City of London advisory committees and the governance bodies of City of London agencies, boards and commissions."*
- The City of London has Community Meeting Guidelines and a Community Engagement Policy in place in order to ensure all community engagement processes carried out by the City are accessible and inclusive.

Priority 4 - Remove accessibility barriers to services, information and spaces

Strategies

1. Create awareness about the accessibility services available in the community, and encourage organizations to better promote the accessibility supports they offer.
2. Promote the local welcome and assessment centres for newcomers.
3. Ensure that all current and future transportation options are reviewed by, and easily available and accessible to; seniors, persons with disabilities, and newcomers.
4. Include persons with disabilities in policy development, consultations, and implementation processes in order to address different accessibility perspectives.
5. Promote and encourage developers to implement the City of London's *Facility Accessibility Design Standards* (FADS), and other progressive accessibility standards.
6. Encourage the development of an assistive technology information resource to assist Londoners in learning more about the different types of technologies.
7. Encourage businesses and organizations to have non-gender specific washrooms.
8. Ensure the safety of the community by developing comprehensive and adaptable emergency and safety procedures, and conduct regular safety audits throughout the community.
9. Provide accommodations for religious and cultural practices.
10. Establish awards for architects and/or other professional if they build or innovate an inclusive design.

Progress Made

- The City of London Accessibility Advisory Committee has developed the Financial Resources for Person with Disabilities Guide. This guide serves as a resource for persons with disabilities looking for supports and resources available in London. The guide can be accessed at: [http://www.london.ca/city-hall/accessibility/Documents/Financial%20Resources%20Guide%20\(2017\)%20-%20PDF%20Version.pdf](http://www.london.ca/city-hall/accessibility/Documents/Financial%20Resources%20Guide%20(2017)%20-%20PDF%20Version.pdf)
- Within London there are various direct services geared to newcomers arriving to London. This includes: (1) London Cross Cultural Learner Centre; (2) South London Neighbourhood Resource Centre; (3) Centre communautaire régional de London; (4) Collège Boréal; (5) LUSO Community Services; and, (6) the YMCA. Currently it is the role of the London & Middlesex Local Immigration Partnership and Le Réseau de soutien à l'immigration to create awareness of all services available.
- The City of London Accessibility Advisory Committee members are part of the Transportation Advisory Committee.
- London Transit Commission has an Advisory Committee for Accessibility.
- The Age Friendly London Network Transportation Group is working on the following actions related to accessibility of transportation:

Strategy #4: improve accessibility of public transit

- 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.

- 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.
- Review transit travel information systems by improving and adding on-board visual aids and audio notifications and by enhancing displays at bus stops.

Strategy #5: Improve transportation options for older adults across the city

- Research affordable transportation options to ensure older adults are able to travel to destinations across the city.
- Advocate for a review of para-transit to increase the availability and reliability of options.
- Explore the need to increase the capacity of volunteer transportation.

Strategy #6: Enhance access to transportation information

- Promote existing age friendly transportation resources and make them available in multiple languages.
- Provide customer service information in multiple languages to ensure all older adults can access information.

- The Facility Accessibility Design Standards (FADS) were created and adopted by the City of London. There are approximately 80 municipalities and organizations in Canada and abroad that have adopted FADS.
- The City of London is developing a Gender Identity and Expressions Policy which recommends for non-gendered washrooms and change rooms to be built in new City facilities and during retrofits to existing buildings. For example, the new Bostwick Community Centre, YMCA and Library is designed to include gender non-specific washrooms and change rooms.
- The City of London supports residents and neighbourhood groups in fostering safe neighbourhoods. One of the tools is the Neighbourhood Safety Audit. This Audit is designed to support residents to identify the safety concerns in their neighbourhood and develop a plan of action to increase safety for all. The Neighbourhood Safety Audit comes with staff support and some equipment. For more information, visit: <http://www.london.ca/residents/neighbourhoods/NeighbourGood-London/Pages/Safety-Audit.aspx>
- City of London Community Safety and Crime Prevention Advisory Committee organizes the Community Safety and Crime Prevention Week to promote safety within the community.
- The City of London has an Emergency Management Program in place. This program is facilitated by a multi-agency committee and is responsible for effectively responding to emergencies within London. As part of this program individuals who directly deal with emergencies can take part in the Emergency Management Training. More information can be found at: <http://www.london.ca/residents/Emergency-Information/Emergency-Preparedness/Pages/LondonProgram.aspx>
- The City of London has policies in place which provide accommodations for religious and cultural practices. This includes the Time off for Religious Observance Administrative Policy. More information can be found at: http://www.london.ca/city-hall/employment/employer-of-choice/Documents/Religious_Observances.pdf

Priority 5 - Remove barriers to employment

Strategies

1. Implement metrics and regular opportunities to measure diversity and inclusion within the community, ensuring the workforce and local leadership are reflective of the community.
2. Know the *Accessibility for Ontarians with Disabilities Act* and Integrated Accessibility Standards Regulation (under AODA).
3. Identify and remove barriers in the recruitment process, including; identifying accommodations in job advertisements, and ensuring transparent hiring and evaluation practices.
4. Promote equity within policy, practices and strategies in businesses, non-profit, public and labour organizations.
5. Ensure that all health and safety standards in the workplace are inclusive.
6. Support the professional development of individuals who are underrepresented in the

workforce and leadership.

7. Promote and encourage mentorship, co-op, apprenticeship and internship programs happening within the City and the community.
8. Advocate to local businesses and organizations to recognize the sanctioned knowledge of Indigenous Elders and Healers, and to recognize foreign credentials and work experience.
9. Support employers and community members in learning how to assist newcomers with their integration.

Progress Made

- The City of London conducts a regular diversity census of all of its employees. The data from this census guides future initiatives within the City of London.
- In early 2017, the City of London conducted its first Diversity Census of all City of London Advisory Committees, Boards of Commissions. This census provided staff with the current composition of these bodies and which gaps needs to be addressed in the future.
- Pillar Nonprofit Network leads the DiverseCity onBoard program which “offers board matching as well as governance training to ensure that qualified candidates from visible minority and under-represented groups are not excluded from positions of decision-making, and influence”. More information can be found at: <http://www.pillarnonprofit.ca/diversecity-onboard-program>
- London Police Service is conducting a voluntary Employee Diversity Survey to gather information on the London Police Service demographic profile. The results in comparison to the previous survey will enable London Police Service to measure progress towards better reflecting the diverse community they serve.
- As part of City of London employee training all employees are required to learn about the AODA and its components.
- The City of London has an *Integrated Accessibility Standards Policy* in place, as well as a Council Policy on accessibility.
- The City of London’s [Integrated Accessibility Standards Policy](#) outlines the accommodations available as part of the recruitment process at the City of London (i.e. interviews, job postings, testing, etc.). This may include alternate formats or communication supports
- All job postings within the City of London have been updated to include a disclaimer regarding accommodations “*The City of London is also committed to providing accommodations for people with disabilities. If you require an accommodation, we will work with you to meet your needs. Accommodation may be provided in all parts of the hiring process.*”
- The City of London has reviewed its Council Policies through the Gender Equity Lens, and is currently developing an Equity and Inclusion Lens.
- The City of London is currently in the process of reviewing the health and safety standards and procedures to ensure they are inclusive of all.
- The City of London has a number of employee resource groups in place which are aimed at supporting the professional development of the City’s employees. This includes: U5, PRISM, UP!, and ABC. More information can be found at: <http://www.london.ca/city-hall/employment/our-organization/Pages/Inclusive-Workplace.aspx>
- The City of London has an internship program in place. This program offers two types of paid internships focused on new immigrants, foreign trained professionals, persons with disabilities and recent post-secondary graduates. More information can be found at: <http://www.london.ca/city-hall/employment/employment-types/Pages/Internships.aspx>
- Immploy programs have a significant impact on the labour market integration of newcomers within London. They provide both the employers and immigrant workers with the connections and resources needed for successful labour market integration. More information can be found at: <http://www.immploy.ca/about-lmiec/mandate-and-structure/>
- Immploy Mentorship Program brings together immigrant talent with volunteer mentors from regional companies. Staff work with volunteer mentors to match them with

immigrants who work in their field. More information can be found at: <http://www.immploy.ca/mentorship-programs/>

- Through their Job Match program Immploy provides employers with access to qualified immigrant talent. More information can be found at: <http://www.immploy.ca/tools-and-resources/recruitment-and-hiring/job-match-network/>
- WIL Employment Connections matches employers with candidates for 8-week volunteer work experience placements. More information can be found at: <http://www.wil.ca/immigrants-newcomers/volunteer-work-placements/>
- Access Centre for Regulated Employment assists foreign trained individuals with seeking licensure or employment in Ontario's regulated field. The Access Centre for Regulated Employment can also assist businesses by facilitating document evaluations for employment candidates. More information can be found at: <http://accesscentre.ca/>
- Networking for Inclusive Community has delivered a panel discussion on the topic of foreign credential recognition. More information can be found at: <http://www.nicconnections.ca/workshop-listings>
- Networking for Inclusive Community delivers a number of workshops which address the topic of newcomer integration within the community. More information can be found at: <http://www.nicconnections.ca/workshop-listings>
- The London Cross Cultural Learner Centre provides Cultural Diversity Training, which can assist community members and employers with the tools to better understand and respect differences and how to search for common ground in avoiding conflict. More information can be found at: <http://lcclc.org/index.php/cultural-diversity-training>
- *Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy* is a community-driven strategy, led by the City of London. This strategy identifies three strategic priorities: Enhance Awareness, Facilitate Access and Active Engagement. More information can be found at: <https://www.london.ca/About-London/Pages/City-of-London-Newcomer-Strategy-.aspx>

APPENDIX B

Community Diversity and Inclusion Strategy Draft Terms of Reference

1. Mandate

To implement and monitor the progress of the Community Diversity and Inclusion Strategy (CDIS).

2. Structure of the CDIS Implementation Body

Participation is open to anyone who is interested in supporting and advancing the CDIS vision: *London is a diverse and inclusive community that honours, welcomes and accepts all people; where people have the power to eliminate systemic oppressions.*

There will be five (5) **Working Groups** established around the priorities identified in CDIS:

- a) Take concrete steps towards healing and reconciliation;
- b) Have zero tolerance for oppression, discrimination and ignorance;
- c) Connect and engage Londoners;
- d) Remove accessibility barriers to services, information and spaces; and,
- e) Remove barriers to employment.

The Working Groups will champion and guide the implementation and monitoring of their respective CDIS priorities. Each Working Group will be supported by City of London staff.

The **CDIS Leadership Table** will be made up of ten (10) members:

- a) Three (3) City of London Staff:
- b) One chair from each of the five (5) Working Groups
- c) One (1) representative from the Diversity Inclusion, and Anti-Oppression Advisory Committee (DIAAC), and;
- d) One (1) representative from the Accessibility Advisory Committee (ACCAC).

Other resource personnel will be invited to attend meetings as required.

Please refer to [Figure 1](#) for a visual representation of the CDIS Leadership Table and Working Groups.

3. Structure of the Working Groups

The purpose of the Working Groups is to allow smaller groups of the Leadership Table to focus on the implementation of their respective priorities. This allows sufficient attention to be paid to the individual strategies and action steps without one topic dominating the agenda of every meeting.

Membership of the Working Groups will be comprised of individuals or organizations with expertise or a commitment to the strategies identified in the CDIS priorities.

Members are able to join more than one Working Group.

4. Chairs

One (1) community member will be selected as a chair for each of the five (5) Working Groups and one (1) City of London staff will act as backbone support.

Chairs will be chosen based on the individual's expertise on the subject matter and the individual's ability to support the implementation of the given priority.

The meetings of the Leadership Table will be facilitated by a City of London staff member and one community member.

5. Selection Process

An Expression of Interest will be open to all Londoners and candidates will participate in a selection process. All applications will be reviewed and candidates will be asked for an interview. Applications can be submitted at any time throughout the year.

The representatives from Diversity Inclusion, and Anti-Oppression Advisory Committee (DIAAC) and the Accessibility Advisory Committee (ACCAC) will be selected by members of the given committee.

6. Working Group Member – Qualifications

- a) Be result-oriented individuals who are able to inform the direction and implementation of CDIS;
- b) Willing to advocate on behalf of CDIS;
- c) Commits to serve a two year term;
- d) Has experience working with groups and/or issues addressed through a given priority;
- e) Has demonstrated basic knowledge of CDIS, and;
- f) Has established strong networks within the community.

7. Term

Commitment is a minimum of two years.

8. General Roles & Responsibilities

- a) Provide relevant knowledge and expertise to assist in the implementation of CDIS;
- b) Champion the vision of CDIS;
- c) Promote community awareness of CDIS;
- d) Strengthen partnerships within the community, and;
- e) Facilitate connections to other networks, organizations and agencies that need to be engaged in the implementation.

9. Working Group Members Roles and Responsibilities

- a) Identify opportunities for collaboration with other Working Groups;
- b) Devise the implementation process for the strategies in their respective priority;
- c) Contribute to the discussion according to their experiences and expertise;
- d) Focus on deliverables within assigned timeframes;
- e) Consult with the community on the issues related to the respective priority, and;
- f) Promote Working Group leadership through transparent processes.

10. Working Group Chairs Roles & Responsibilities

- a) Coordinate Working Group meetings and work with the support staff to prepare meeting agendas;
- b) Facilitate discussion ensuring CDIS implementation is occurring;
- c) Develop annual work plans and regular status updates for their respective priorities;
- d) Ensure that the rules of conduct and confidentiality are upheld;
- e) Maintain ongoing communications with the City of London support staff, and;
- f) Report to the CDIS Leadership Table during the quarterly meetings.

11. CDIS Leadership Table Roles & Responsibilities

- a) Ensure that regular meetings are held;
- b) Review work plans and reports from Working Groups and provides endorsement and direction;
- c) Focus on deliverables within assigned timeframes;
- d) Communicate with the Working Groups on a regular basis to ensure connectivity; and,
- e) Provide assessment and collaboration for the implementation process.

12. CDIS Leadership Table Co-Chairs Roles and Responsibilities

- a) Preside over all special and general meetings of the CDIS Leadership Table;
- b) Collaborate with the support staff to prepare all meeting agendas;
- c) Ensure that the rules of conduct and confidentiality are upheld;
- d) Facilitate all meetings;
- e) Advocate on behalf of CDIS;
- f) Prepare recommendations for the CDIS Leadership Table consideration, and;
- g) Enhance relationships with community groups and agencies.

13. City of London Roles & Responsibilities

- a) Provide space for the meetings of the Leadership Table and Working Groups as required;
- b) Co-facilitate meetings of the Leadership Table;
- c) Prepare agendas for the meetings of the Leadership Table, in consultation with the co-chairs;
- d) Provide support to the individual Working Groups, and;
- e) Assist the Leadership Table in preparation of all reports.

14. Reporting

The Leadership Table will be responsible for delivering content for the annual progress reports of the Community Diversity and Inclusion Strategy.

The annual report will serve as a way of measuring the overall success and progress of CDIS. The annual reports will be written by the City support staff with content to be approved by all members.

The CDIS Champions and the broader community will be engaged through regular communications as well as the annual reports.

15. Meetings & Attendance

The CDIS Leadership Table will meet on quarterly basis. Members are expected to attend all meetings.

Each Working Group will be responsible for arranging meetings with all members. Members will also be responsible to meet within their respective networks and the community in order to monitor the progress and implementation of the strategy, as well as to promote the work.

Any member absent from two (2) consecutive meetings will be deemed to have resigned unless they are absent for health reasons or have previously notified the Leadership Table of their absence.

In the case where the individual plans to continue to be a member they may recommend a substitute for the duration of their absence.

All meeting schedules will be sent in advance. All meetings will be held at City Hall.

All meeting agendas will be developed by City of London staff in consultation with the Leadership Table co-chairs and Working Group chairs.

Meeting frequency, length, and location may be adjusted if deemed necessary to align with project timelines and objectives.

16. Recording of Meetings

Minutes of all meetings will be taken by the City of London support staff. All minutes will be sent to all members within a week following the meeting. Minutes will be considered draft until approved by the co-chairs.

17. Decision Making

The Leadership Table and Working Groups will follow a group consensus decision-making model. If a decision cannot be reached through a consensus and reasonable amount of discussion then the co-chairs will have the authority to move the decision to a vote.

Any documents, reports, media or tools produced by the Working Groups will be brought to the Leadership Table for official approval before distribution to the broader community.

18. Confidentiality and Conflict of Interest

All members must disclose any conflict of interest prior to starting discussion on a given topic or matter. All members shall respect confidentiality of any discussion.

19. Eligible Expenses and Supports

- a) All members will be provided with either free parking in the Civic Square Parking Garage or with two bus tickets when attending a meeting at City Hall.
- b) Meals and refreshments will be provided.
- c) Child minding may be arranged when deemed as necessary.
- d) Accommodations, alternate formats and communication supports are available, upon request.

20. Honorarium

An honorarium of \$2,000 per year will be provided to the chairs of the Working Groups.

21. Conduct

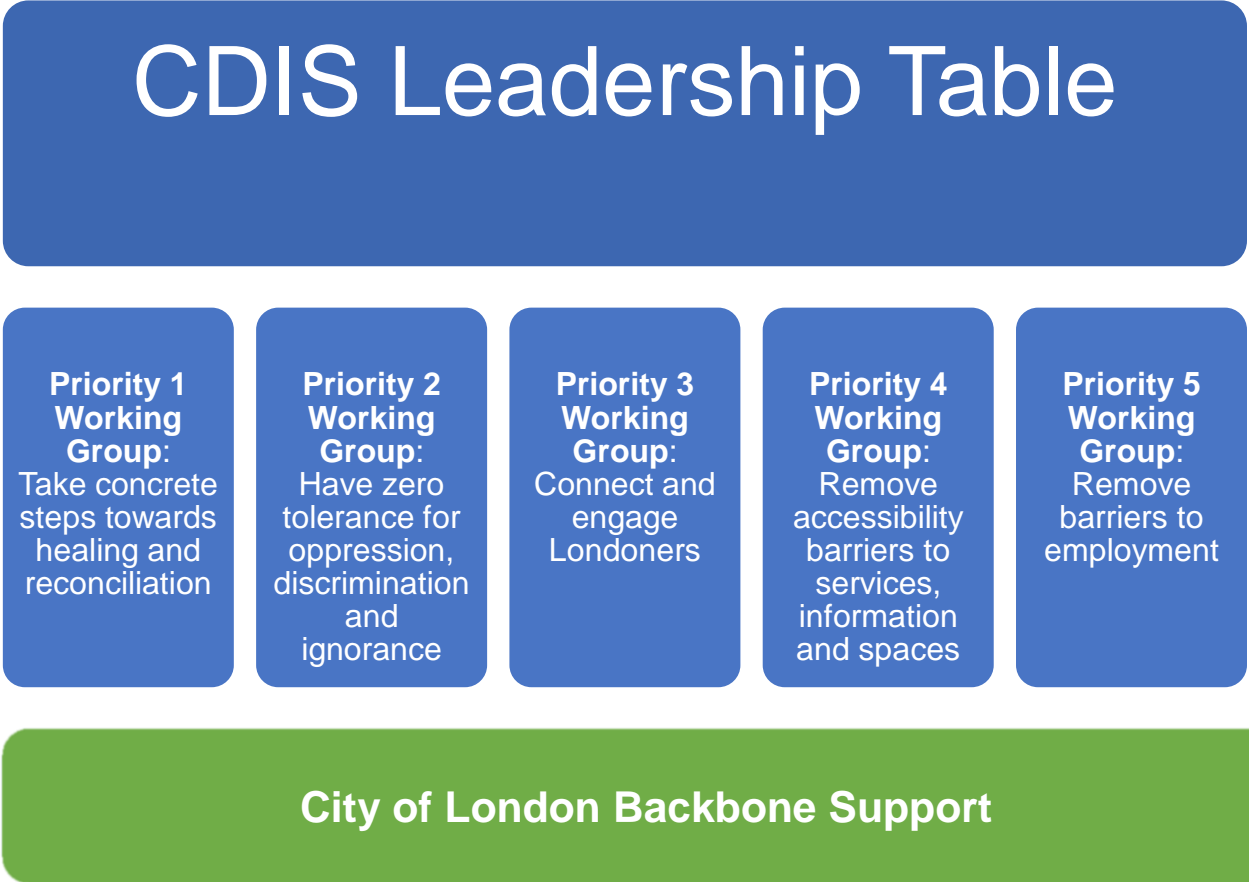
When carrying out their responsibilities the members are expected to: (Adopted from: *General Policy for Advisory Committees*)

- a) abide by the provisions of the Ontario Human Rights Code, City of London policies and any other applicable related statutes and, in doing so, shall treat every person, including other committee members, corporate employees, individuals providing services on a contract for service, students on placements, and the public, with dignity, understanding and respect for the right to equality and the right to an environment that is safe and free from harassment and discrimination;
- b) act in the best interest of The Corporation of the City of London;
- c) seek to advance the common good of the community which they serve, and;
- d) truly, faithfully and impartially exercise their duties to the best of their knowledge and ability.

22. Review Schedule

The CDIS Implementation Body Terms of Reference will be reviewed every two (2) or as required, in order to ensure it reflects the needs and requirements of the CDIS.

Figure 1



DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of October 1, 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> 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>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:</p> <p>b) the <u>attached</u> 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;</p>	May 29, 2018	TBD	G. Kotsifas O. Katolyk	
11.	<p><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 Defibulator (AED) machine locations in the City of London:</p> <p>b) the Civic Administration BE DIRECTED to report back by the Fall of 2018, with a proposed implementation plan and associated costs related to:</p> <p>i) installation of two naloxone kits at every Automated External Defibulator (AED) location in City-owned and operated facilities;</p> <p>ii) training of staff with respect to the naloxone kits;</p> <p>iii) placement of appropriate signage at the locations;</p> <p>iv) outreach with community partners for the provision of the collection of data related to the usage of the kits; and,</p> <p>v) undertaking the necessary arrangements and the holding of public "town hall" meetings to inform and educate regarding the proposed initiative;</p>	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
	it being noted that a communication from Councillor P. Squire was received, with respect to this matter.				
12.	<p><u>Parks & Recreation By-law PR-2 Amendments – Feeding of Wildlife in Parks and Other Administrative Revisions</u></p> <p>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:</p> <p>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	
13.	<p><u>Neighbourhood Equipment Access</u></p> <p>That the Civic Administration BE REQUESTED to review the Neighbourhood Event Equipment Lending Program and report back to the Community and Protective Services Committee with respect to adding church groups to the list of organizations available to request use of City of London equipment to host community events and implementing a prioritization system for applicants.</p>	July 16, 2018	TBD	L. Livingstone	
14.	<p><u>7th Report of the Accessibility Advisory Committee</u></p> <p>That the following actions be taken with respect to the 7th Report of the Accessibility Advisory Committee from its meeting held on July 26, 2018:</p> <p>a) the motion from the Policy Sub-Committee report, from the meeting held on July 10, 2018, with respect to Municipal Council being requested to fully endorse the Outdoor Event Guide, in its entirety, and require that all events held on city-owned land be required to implement all points BE REFERRED to the Civic Administration for review and a report back to the Community and Protective Services Committee in enough time for possible implementation prior to the next events season;</p>	August 14, 2018	TBD	J.P. McGonigle	
15.	<p><u>Mayor's Meeting With the Accessibility Advisory Committee – Update</u></p> <p>That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his meeting on June 28, 2018 with members of the Accessibility Advisory Committee:</p>	August 14, 2018	TBD	L. Livingstone S. Datars Bere C. Saunders G. Kotsifas J. Fleming S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>b) the remainder of the above-noted correspondence BE REFERRED to the Civic Administration in order to report back to the Community and Protective Services Committee as soon as possible related to the request(s), including, but not limited to, potential timelines and resource implications.</p>			<p>M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon</p>	
16.	<p><u>Vehicle for Hire By-law</u> That the following actions be taken with respect to the Vehicle for Hire By-law:</p> <p>a) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee (CPSC) with respect to Vehicle for Hire By-law revisions, in the spirit and intent of the related staff report, that include the following:</p> <p>i) Administration/Licensing Fees and Application Process:</p> <ul style="list-style-type: none"> • removal of the following fees: • vehicle broker affiliation; • owner licence transfer; • vehicle substitution; • driver licence fee for private vehicles for hire; and, • administration fee for short term licences (less than 24 months); • addition of a new fee for smaller fleets of private vehicles for hire; • reduction of the appeal fee; • increased per trip fee for private vehicles for hire; <p>and,</p> <ul style="list-style-type: none"> • streamlined application process for private vehicles for hire; <p>ii) Fares – deregulation of fares to allow broker flexibility and continuation of minimum fare; it being noted that brokers will be subject to administrative regulations related to fares;</p> <p>iii) Age of Vehicles – increased allowable age limit for cabs, limousines and private vehicles for hire, to ten years; it being noted that older vehicles could be subject to</p>	September 11, 2018	TBD	<p>G. Kotsifas O. Katolyk</p>	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>additional safety checks by way of an administrative regulation; and,</p> <p>iv) Cap on Accessible Cabs – the ratio of accessible cab owner licences be increased, resulting in 10 additional licences to be issued from the Accessible Cab Priority List;</p> <p>b) the Civic Administration BE DIRECTED to report back to the CPSC with respect to:</p> <p>i) potential incentives, including, but not limited to, potential incentives and/or grants for converting and/or operating accessible vehicles and fare incentives; it being noted that this report should address the feasibility of accommodating incentives retroactively; and,</p> <p>ii) the results of further consultation with stakeholders, regarding the cap on cab owner licences and potential economic ramifications to the industry, of the revision to the current cap;</p>				