

Agenda Including Addeds

Community and Protective Services Committee

10th Meeting of the Community and Protective Services Committee

September 10, 2019, 4:00 PM

Council Chambers

Members

Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Pelozza, S. Hillier, Mayor E. Holder

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

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Accessibility Advisory Committee

Report

8th Meeting of the Accessibility Advisory Committee
August 22, 2019
Committee Room #4

Attendance PRESENT: J. Madden (Chair), M. Dawthorne, T. Eadinger, N. Judges, G. LaHay, J. Menard, P. Moore, P. Quesnel, D. Ruston and K. Steinmann and J. Bunn (Secretary)

ABSENT: G. Ashford-Smith, A. Bueschleb and J. Wilson

ALSO PRESENT: K. Husain and D. MacRae

The meeting was called to order at 3:01 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

None.

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 25, 2019, was received.

3.2 (ADDED) Notice of Planning Application - Zoning By-law Amendment - 1395 Riverbend Road

That the following actions be taken with respect to the Notice of Planning Application, dated August 20, 2019, from L. Mottram, Senior Planner, with respect to a Zoning By-law Amendment for the property located at 1395 Riverbend Road:

a) the above-noted Notice BE RECEIVED; and,

b) the Civic Administration BE REQUESTED to attend a future meeting of the Accessibility Advisory Committee to explain mechanical parking systems and possible repercussions for accessibility, as it relates to the above-noted Notice.

4. Sub-Committees and Working Groups

4.1 Sub-Committees Report

That the attached Built Environment Sub-Committee report, dated August 13, 2019, BE FORWARDED to the Civic Administration for consideration as part of the Draft Facility Accessibility Design Standards dated June 2019.

5. Items for Discussion

5.1 City of London Sidewalk Review

That the submission, dated July 17, 2019, as appended to the agenda, and the attached presentation, both from G. LaHay, with respect to a City of London Sidewalk Review, BE REFERRED to the Accessibility Advisory Committee sub-committees for review.

6. Adjournment

The meeting adjourned at 4:48 PM.

ACCAC Subcommittee – Built Environment

August 13 2019

Present: M. Stone, J. Madden, M. Dawthorne, P. Moore, J. Menard, N.Judges, G. LaHay, G. Ashford-Smith, Jim Sanders, D. Ruston

General Comments

- Include Parks & trails references. Have pages for parks and trails and cross reference GAATES, CSA but also give best practices (with examples/photos).
- Playgrounds should also be added. Have a section for playgrounds with best practices citing Built standards but also a solid definition of “firm and stable” that the City of London defines so it is less contentious and easy to understand/follow. Playgrounds should reference CSA Annex H as a minimum.
- Splash pads and dog parks should also be added with best practices and references to GAATES but additional notes on best practices (photos and explanation)
- Add a page for community gardens. Suggestion was that our community garden team contribute to this part with good examples and photos from their own gardens.
- Font is too small in glossary. Melanie Stone will follow up to ensure all photos are captioned in the final document and that the standards for print/web access are followed.
- Better definition of Universal design
- Add a part indicating that this is a living document and may be updated at least annually but possibly more often as required. Most up to date document will live online at the City website.

- Should contain information about containers for garbage and recycling and their placement inside and outside structures?
- Add reporting mechanism to the document
- Identify how the FADS document will be enforced for City of London projects
- Suggested that the document be changed to “Physical Environment Accessibility Design Standards” (PEADS)
- All drawings and images should be referenced properly and attributed (are these engineers? If so ensure this is identified)
- The enforcement piece needs to be strengthened with respect to current bylaw compliance
- Add an outdoor trails section that references the City’s trail guidelines and the AODA

Next Steps Suggested:

Share the document with community groups who were originally part of the FADS consultation process and new groups with emerging best practices.

Groups suggested were: Autism Ontario, TVCC, March of Dimes, MS Society, Alzheimer’s Society, (Others?)

Melanie has offered to organize an information gathering evening/afternoon with these community partners for input and explanation. Would ACCAC like to facilitate/help facilitate this event?

Specific References:

- 1.1 More introduction about Universal Accessibility, better references and check all links in document for accuracy. Do all references need to be included?

3.1 Parking – Ensure that this section contains information about accessible parking being close to amenities (carts, doors, parking meters etc...)

3.3 Flex Street References re: Ramps must be clarified. The elimination of ramps as stated in the wording is awkward. Be more specific about building streets to meet entrances, not simply eliminating ramps. Clarification of landscape access or level access/alternates to ramps. Can we include an image?

3.3.5 What does this section mean?

3.5.3 Pedestrian Construction – Add information about enforcement/bylaw? AODA requirements and wording for inclusion in contractor documents. These physical environment standards should cross reference with AODA standards/building/construction codes for enforcement purposes

5.4 Acoustics – Add best practice standard be added for sound dampening based on input about those with sensory disabilities?

5.7 Lighting – Add information be added to this section to ensure that recessed non fluorescent lighting be used where possible. (Table 10 – 12 mix up. Please review these #s and fix)

6.1 Can we add information about best practices related to quiet space, snoezelen equipment, and transition areas?

6. can we add information in the kitchen portion about magnetic induction being a best practice for safety in kitchens?

6.23 Where possible have recessed shelving that does not jut out into corridors or paths of travel

Page 43 references public input required on newly built rest areas. This seems out of tune with the rest of the document. A statement about revisions by ACCAC each year may be better suited to this section.

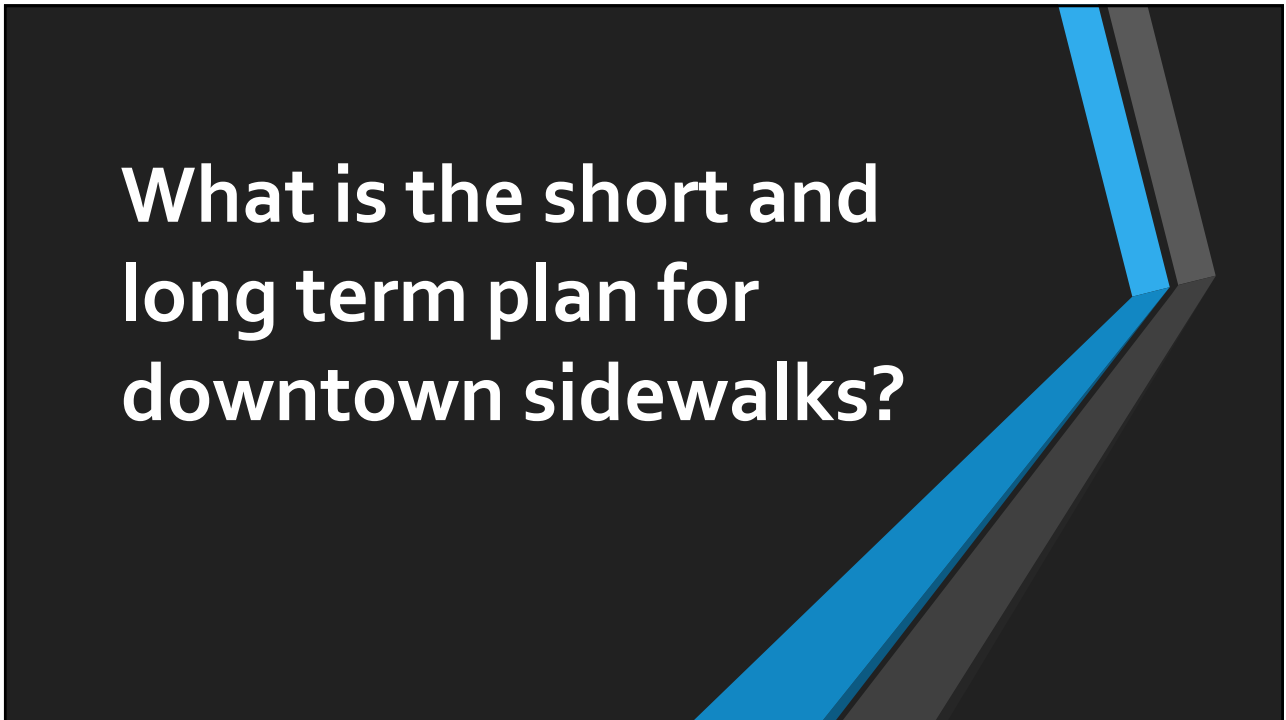
Page 266 and 267 are out of order. Please verify order of pages in glossary section.

Back to Basics

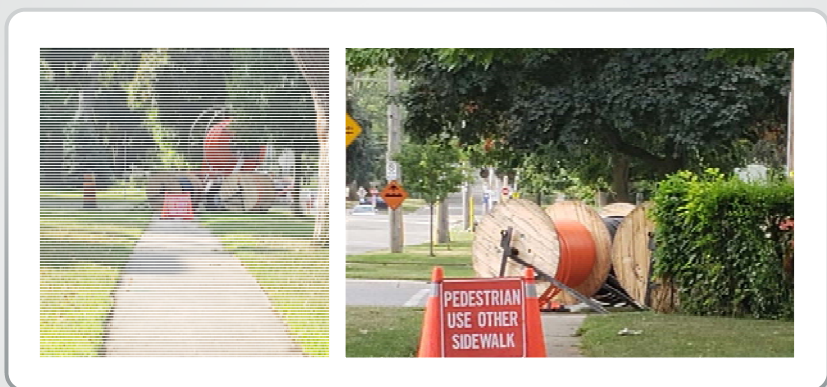
AAC August 22 2019



**Downtown
Maintenance:
Waiting on
BRT?**



Adherence to Sign/Closure Bylaws



Start.ca Project



Gamage St and Adelaide St



Oxford St

Zero signage warning of a blocked sidewalk



Piccadilly

Zero signage warning of a blocked sidewalk



LTC Office

How to cross to access office



York St
Access restricted?



Orange
Markings
Point? Plan to fix?

Concerns

- Both sides of the road closed
- What is the option to cross the street
- Signs missing in appropriate locations
- Back tracking to a safe crossing

Solutions

-  Proactive approach during large projects: i.e.: Start project
-  Reduces complaints from residents
-  Monitor and strict follow up
-  Easier access for vulnerable users

Bike Lanes

Too dangerous for bikes on roads

Lobby with Cycling Advisory

Less bikes= safer sidewalks for vulnerable users

Safer travel for all?

Questions?

Animal Welfare Advisory Committee

Report

7th Meeting of the Animal Welfare Advisory Committee
August 1, 2019
Committee Room #4

Attendance PRESENT: P. Lystar(Chair), M. Blosch, A. Hames, A. Hayes, S. James, M. Toplack; and P. Shack (Secretary)

REGRETS: W. Brown and M. Szabo

The meeting was called to order at 5:00 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

None.

3. Consent

3.1 6th Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 6th Report of the Animal Welfare Advisory Committee, from its meeting held on July 4, 2019, was received.

3.2 S. Walters - Resignation

That it BE NOTED that a communication dated July 4, 2019, from S. Walters with respect to his resignation from the Animal Welfare Advisory Committee, was received.

4. Sub-Committees and Working Groups

That it BE NOTED that a general discussion was held with respect to the sub-committee activities.

5. Items for Discussion

5.1 Regional Facility (RF) Zone - Variation 2 By-law - Request for amendment to exclude zoos

That it BE NOTED that a verbal presentation from G. Barrett, Manager, Long Range Planning and Research with respect to the Regional Facility Zone-Variation 2 By-law, was received; it being noted that the Animal Welfare Advisory Committee held a general discussion with respect to the above matter.

5.2 Chaining/Tethering (Dogs & Cats)

The Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to the Chaining/Tethering of Dogs and Cats, and that it BE REFERRED to the sub-committee working group to report back to AWAC.

5.3 London Animal Control Centre

That the following action be taken with respect to the request for reporting of the small animal statistics from London Animal Control Centre; that Civic Administration BE REQUESTED to amend the public reporting of London Animal Control Centre to include specific numbers on each species of animal intake and outcome; it being further noted that the attached communication R. Oke, Animal Welfare Coordinator with respect to the above matter, was received.

5.4 2019 Work Plan

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion with respect to the 2019 Work Plan.

6. Adjournment

The meeting adjourned at 6:45 PM.



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

London
CANADA

AWAC Meeting of August 1, 2019

AWAC Agenda Item - 5.3 London Animal Control Centre

Request for information/report regarding small animal statistics.

This document was prepared to accompany Shelter Activity Statistics provided for Small Animals:

- London Animal Care Centre operating as the municipal pound and shelter is the only “open” facility in London. “Open” mandates acceptance of all stray domestic animals regardless of age, condition, health, and behaviour, or shelter space. This differentiates a pound from other shelters and rescues.
- The City of London in 2017, hired a Veterinarian (now under contract) which is separate and apart from the municipal pound/shelter contract. The Veterinarian does daily rounds (Monday through Friday) and monitors all animals coming into the pound/shelter. All medical determinations, medical treatment and euthanasia is determined by the Veterinarian in accordance with the CVO, Veterinarian Act, OMAFRA, etc., and in the best interest of the animals' wellbeing.
- Housing of small/exotic animals is somewhat limited. The shelter has the supplies and space to house almost any animal on a short-term basis. Over 90% of the small animals arriving at the pound/shelter are rabbits, and most of these appear to be owned animals that people have abandoned. There is no stray holding period for these animals, so they are fast tracked through the shelter as quickly as possible. They are spay/neutered and treated before going to PetSmart locations for adoption. Since rabbit S/N takes twice as long to complete as cats, the City is not in the position to open up London Animal Shelter Services (LASS) to Low Income rabbit owners, or rescues that foster rabbits
- LASS is stocked with medications to care for exotic animals (different antibiotics, pain meds, etc.).

Since the City of London opened LASS, and hired a Veterinarian holding a degree in shelter medicine, the program has been able to provide an enhanced level of care for all pound/shelter animals, not just cats and dogs.

If you know of a rescue(s) that wish to assist with small animal housing please have them connect with:

Ron Oke – Animal Welfare Coordinator, City of London, at 519-661-2489 ext. 7368, or by email animalservices@london.ca or roke@london.ca

Thanks – Ron Oke

Other Domestic Animal Intake and Outcome Report from 01/01/18 to 12/31/18

Shelter Inventory as of 01/01/2018

Bird	Fowl	Other	Rabbit	Reptile	Rodent	Swine	Total
0	0	0	3	1	2	0	6

Shelter Inventory as of 12/31/2018

Bird	Fowl	Other	Rabbit	Reptile	Rodent	Swine	Total
0	0	0	5	0	0	0	5

Intakes From 1/1/2018 to 12/31/2018

	Bird	Fowl	Other	Rabbit	Reptile	Rodent	Swine	Total
Stray and Confined Animals	13	10	1	42	6	8	1	81
Total Intake	13	10	1	42	6	8	1	81

Outcomes from 01/01/18 to 12/31/18

Animals already deceased before coming into LACC care are excluded from outcomes.

	Bird	Fowl	Other	Rabbit	Reptile	Rodent	Swine	Total
Adoption	9	0	0	30	2	9	0	50
Claim	2	0	1	2	0	0	0	5
Died	1	1	0	0	0	0	1	3
Euth-Cond Sever	0	1	0	0	0	0	0	1
Euth-III Severe	0	0	0	2	0	0	0	2
Euth-Inj Severe	1	0	0	2	0	0	0	3
Missing	0	0	0	0	1	0	0	1
Release	0	1	0	0	0	0	0	1
RTO	0	1	0	0	0	0	0	1
Transfer-Res Inlo	0	3	0	0	0	0	0	3
Transfer-Res Outlo	0	3	0	4	4	0	1	12
Total	13	10	1	40	7	10	1	82

Other Domestic Animal Intake and Outcome Report from 01/01/19 to 07/31/19

Shelter Inventory as of 01/01/2019

Bird	Fowl	Goat/She	Rabbit	Reptile	Rodent	Total
0	0	0	5	0	0	5

Shelter Inventory as of 07/31/2019

Bird	Fowl	Goat/She	Rabbit	Reptile	Rodent	Total
1	0	0	3	0	0	4

Intakes From 1/1/2019 to 7/31/2019

	Bird	Fowl	Goat/She	Rabbit	Reptile	Rodent	Total
Stray and Confined Animals	9	4	1	67	1	29	111
Total Intake	9	4	1	67	1	29	111

Outcomes from 01/01/19 to 07/31/19

Animals already deceased before coming into LACC care are excluded from outcomes.

	Bird	Fowl	Goat/She	Rabbit	Reptile	Rodent	Total
Adoption	5	0	0	45	0	18	68
Claim	1	1	0	2	0	0	4
Died	0	1	0	0	0	0	1
Euth-III Severe	0	0	0	4	0	0	4
Euth-Inj Severe	1	1	0	4	0	0	6
Euth-Time/Space	0	0	0	0	0	10	10
Euth-Undrage/Wt	0	0	0	1	0	0	1
Transfer-LHS	1	0	0	0	0	1	2
Transfer-Res Inlo	0	1	0	1	1	0	3
Transfer-Res Outlo	0	0	1	12	0	0	13
Total	8	4	1	69	1	29	112

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

5th Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee
August 15, 2019

Attendance PRESENT: R. Hussain (Chair), J. Braithwaite, M. Buzzelli, F. Cassar, C. DuHasky, Z. Hashmi, B. Hill, M. Mlotha; and P. Shack (Secretary)

REGRETS: D. Jama, R. Nasser and C. Szturm

ALSO PRESENT: K. Husain, K. Koltun, T. Mooney and J. Turner

The meeting was called to order at 12:03 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Opening Ceremonies

2.1 Acknowledgement of Indigenous Lands

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

2.2 Traditional Opening

That it BE NOTED that no traditional opening was received.

3. Scheduled Items

3.1 Emancipation Day, 7th Annual Emancipation Celebration

That it BE NOTED that the attached and verbal presentation from J. Turner, Organizer, Emancipation Day, with respect to Emancipation Day Celebrations to be held on September 22, 2019, was received.

3.2 Community Diversity and Inclusion Strategy (CDIS) Update

That it BE NOTED that the attached and verbal presentation from K. Koltun, Coordinator, Government and External Relations, with respect to the Community Diversity and Inclusion Strategy (CDIS) update, was received.

4. Consent

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

That it BE NOTED that the 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on July 18, 2019, was received.

5. Sub-Committees and Working Groups

5.1 Policy and Planning Sub-Committee

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from R. Hussain, with respect to the Policy and Education Sub-Committee.

5.2 Awards and Recognition Sub-Committee - December 10, 2019 Awards Night

That it BE NOTED that the Diversity, Inclusion and Anti-Oppression Advisory Committee heard a verbal update from F. Cassar, with respect to the Award and Recognitions Sub-Committee; it being further noted that F. Cassar will attend the Community and Protective Services (CPSC) meeting on August 13, 2019, to inform the CPSC of the 2019 London Diversity, Race Relations and Inclusivity Awards to be presented on December 10, 2019.

6. Items for Discussion

6.1 2019 Work Plan

That consideration of the 2019 Work Plan of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) BE DEFERRED to the next meeting of DIAAC, it being noted that the 2018 Work Plan and any updates will serve as the basis for the 2019 Work Plan for approval at next meeting.

7. Adjournment

The meeting adjourned at 1:32 PM.



**INFORMATION PACKAGE FOR THE 7TH
ANNUAL EMANCIPATION DAY
CELEBRATION!**

**A DAY TO CELEBRATE THE FREEDOM
FROM SLAVERY.**

**Held at Westminster Ponds behind Parkwood
Institute (550 Wellington Road, South). Best
entrance is off of Commissioners Road. Please look
for the “Meeting Tree” signs. Look for the school bus
that will take everyone from the tent to the trail that
leads to the Meeting Tree.**

Held on Sunday, September 22, 2019.

Launch of National Forest Week.

1:45 p.m. to 4:30 p.m

- **Special performance from gospel singer Josline Steele-Manguen.**
- **Guitarist Mike Trudgen.**
- **With Singer Jenna Goldsack performing The National Anthem.**
- **Historians, Joe O’Neil.**
- **Prayer conducted by Rev. David Norton.**
- **Many more guests to help celebrate Emancipation Day!**
- **Justine Turner; historian and organizer will lead the program with historical notes throughout.**



Free tree give-away’s by (donations are kindly accepted.)

- **Enjoy food, fun and socialize after.**



Photo taken from the 6th Annual Emancipation Day Celebration. This is the ceremony around the Meeting Tree.

Organized by Justine Turner. If you have any questions you can email: Justine@emancipationdaycelebration.com. Or you can call 519-697-3430.

London's Community Diversity and Inclusion Strategy 2017



August 15, 2019

#CDIS

Our Direction

Council's 2015-2019 Strategic Plan identifies a need to develop a **Community Diversity & Inclusion Strategy (CDIS)** as a way to build a *“diverse, inclusive and welcoming community”* by *“supporting all Londoners to feel engaged and involved in our community.”*

Based on Council direction and stakeholder input, the CDIS will be a document which articulates:

- **A Vision**
- **A Statement of Commitment**
- **A list of Strategies**



#CDIS

Open Call

Are you passionate about diversity & inclusion?



We are looking for residents to develop London's Community Diversity & Inclusion Strategy.

Learn more and apply at london.ca/CDIS

Applications due December 16, 2016

Questions?
Contact: Kinga Koltun | 519-661-2500 x5638



In November 2016 the City of London issued call for volunteers 'Diversity and Inclusion Champions'.

200 Londoners, reflecting a range of backgrounds and perspectives, stepped forward to be a part of the process.

#CDIS

Roles and Responsibilities

Champions

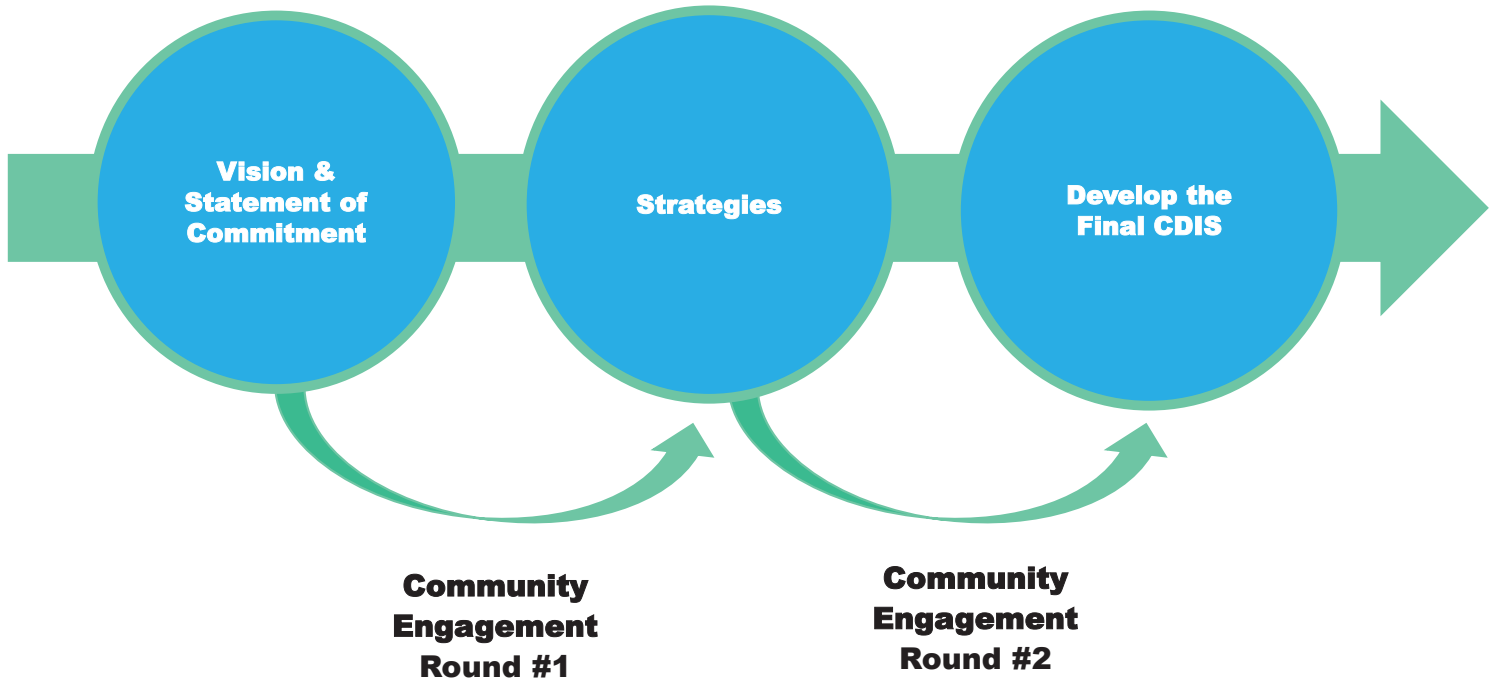


Steering Committee



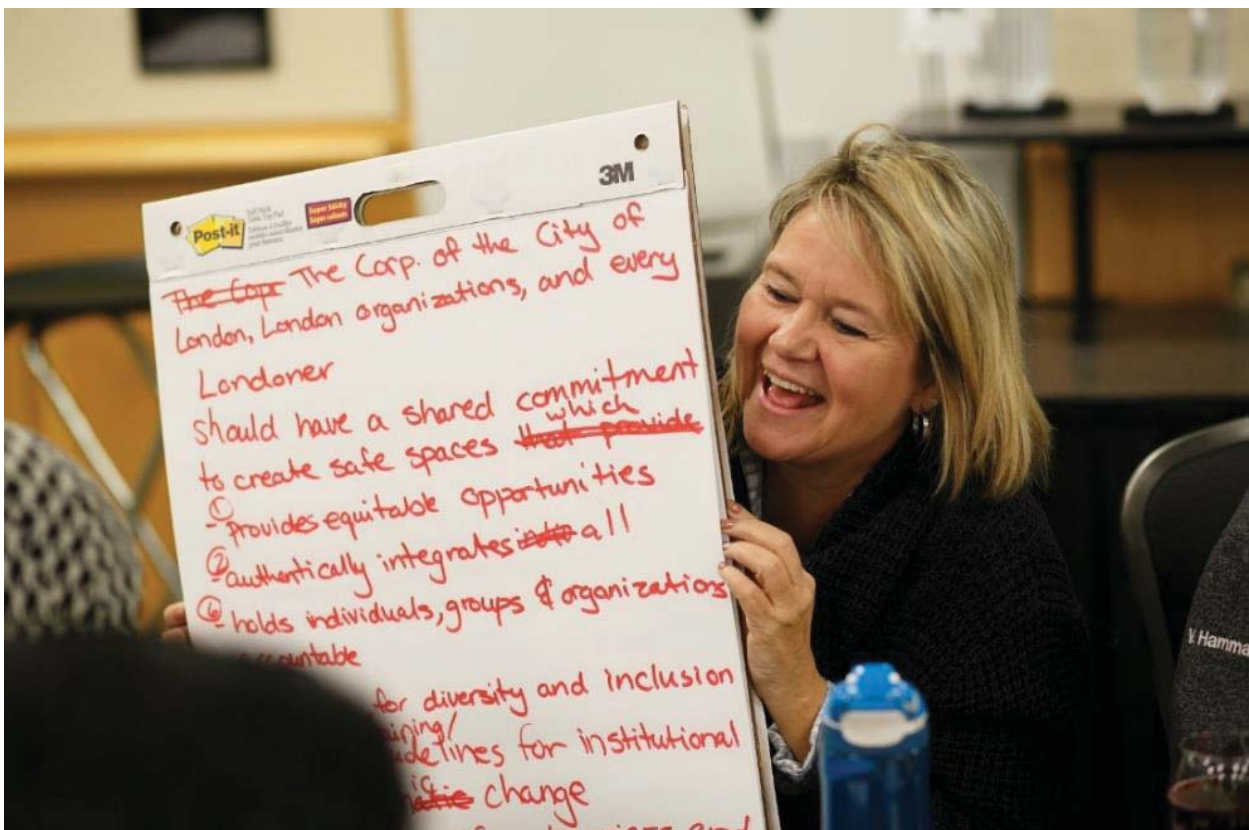
#CDIS

Our Process (January – March)



#CDIS

First Champions Meeting



#CDIS

Second Champions Meeting



#CDIS

Third Champions Meeting



#CDIS

Our Process (April & Onward)



#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.

#CDIS

Statement of Commitment

The City of London commits to:

- ▶ Mandating equity and exemplifying our vision of London as a diverse and inclusive community.
- ▶ Learning and honouring the unique histories and lived experiences of all peoples in our community.
- ▶ Removing systemic barriers to accessibility as experienced by our community by listening and responding to the voices of those who are marginalized.

As Londoners, we commit to:

- ▶ Working together with the City of London towards our vision of a diverse and inclusive community.
- ▶ Modelling the community we aspire to be: respecting others, learning, acknowledging our biases, and celebrating the diversity and history of our community.
- ▶ Being passionate allies with our neighbours and fellow Londoners, and standing up for one another to ensure we live in a city where everyone belongs.

#CDIS

Priorities

1. Take concrete steps towards healing and reconciliation.

2. Have zero tolerance for oppression, discrimination and ignorance.

3. Connect and engage Londoners.

4. Remove accessibility barriers to services, information and spaces.

5. Remove barriers to employment. **#CDIS**

What We Heard

During their last meeting the Community Diversity and Inclusion Champions brainstormed ways to address the needs as well as barriers and oppressions faced by specific populations within London.

When looking at all of these perspectives it is key to understand the concept of intersectionality. Intersectionality can be defined as the intersection, or crossover, of our many identities affect how each of us experience the community. These intersections occur within a context of connected systems and structures of power (e.g., laws, policies, state governments, other political and economic unions, religious institutions, and media). (Advancing Equity and Inclusion, A Guide for Municipalities) Due to the intersecting identities and the relationship with structures, many groups and individuals find themselves with little to no influence and ability to make changes to increase their power. They also risk ongoing discrimination, and tend to have fewer resources.

What We Heard

Indigenous, First Nations, Métis and Inuit

There are three communities located in close proximity to London, they are the Chippewas of the Thames First Nation, Munsee Delaware Nation and Oneida Nation of the Thames. Many members of these communities as well as other Indigenous peoples, Métis and Inuit have chosen to make London their home. Champions identified infrastructure, education, changing mindsets, and reconciliation as playing a role in the lives of local Indigenous peoples. A large emphasis was placed on the *Truth and Reconciliation Commission – Calls to Action* (TRC) and ways in which both the City of London and the community can work together with the local Indigenous peoples to implement the strategies. This included ideas such as:

- Establishing an implementation and accountability plan and creating ways to measure progress;
- Ensuring local Indigenous peoples lead the change within the community;
- Establishing an Indigenous relations office within the City of London, and;
- Working with the local Indigenous peoples to create health, homelessness and housing strategies geared to the needs of Indigenous peoples.

#CDIS

Glossary of Terms

The following definitions are provided to assist users with the general understanding of issues related to diversity management. The definitions come from various sources, which are credited following each explanation. Language related to diversity management is complex and frequently undergoes transformation into new words, phrases, terms, concepts, and understandings. (Exert from: Halifax Regional School Board, Diversity Definitions)

These terms were devised in collaboration between community anti-oppression educators, City staff, and City of London's Diversity Inclusion and Anti-Oppression Advisory Committee noting that many terms were adopted from DIAAC's "Diversity Definitions" resource tool. We acknowledge permission of DIAAC to use the tool.

Ableism

Attitudes in society that devalue and limit the potential of persons with disabilities. People with disabilities are assumed to be less worthy of respect and consideration, less able to contribute and take part, and of less value than other people. Ableism can be conscious or unconscious and is embedded in institutions, systems or the broader culture of a society. (Ontario Human Rights Commission)

Accessibility

A general term for the degree of ease that something (e.g., device, service, physical environment and information) can be accessed, used and enjoyed by persons with disabilities. The term implies conscious planning, design and/or effort to make sure something is barrier-free to persons with disabilities. Accessibility also benefits the general population, by making things more usable and practical for everyone, including older people and families with small children. (Ontario Human Rights Commission)

Accessible

Does not have obstacles for people with disabilities – something that can be easily reached or obtained; facility that can be easily entered; information that is easy to access. (Ontario Human Rights Commission)

Accessibility for Ontarians with Disabilities Act (AODA), 2005

The purpose of the AODA is to develop, implement and enforce accessibility standards to remove barriers for Ontarians with disabilities on or before January 1, 2025 in relation to: goods, services, facilities, accommodations, employment and buildings, structures and premises. The AODA came into effect on June 4, 2005. (Ontario Human Rights Commission)

Affirmative Action

Action designed to address the historic disadvantage that identifiable groups (e.g., women, racialized persons) have experienced by increasing their representation in employment and/or higher education. (Ontario Human Rights Commission)

African Canadian

A Canadian of African origin or descent. (Ontario Human Rights Commission)

Afrocentricity

Placing African ideals at the center of any analysis that involves African culture and behaviour. (Asante, Molefi. 1987. The Afrocentric Idea.)

Ageism

Prejudice or discrimination against a particular age-group, especially the elderly. (Ontario Ministry of Children and Youth Services)

Allyship

A process, and everyone has more to learn. Allyship involves a lot of listening. Sometimes, people say "doing ally work" or "acting in solidarity with" to reference the fact that "ally" is not an identity, it is an ongoing and lifelong process that involves a lot of work. (TI-College Libraries Research Guide, Allyship and Anti-Oppression: A Resource Guide)

Alternative (alternate) Format

A method of communication that takes into account a person's disabilities. Examples include providing a text version of a website, or a large print version of a document for someone with a visual disability. (Ontario Human Rights Commission)

#CDIS

Early 2019

January 28th – March 25th the City held an open call for those interested in volunteering to work on the implementation of the CDIS.

The volunteers will be part of five working groups aligned with the CDIS priorities.

The implementation work commenced in May 2019.

Are you passionate about diversity & inclusion?

We are looking for **volunteers** to implement London's Community Diversity & Inclusion Strategy.

Learn more and apply at getinvolved.london.ca/CDIS
Applications due March 25, 2019

Questions?
Kinga Koltun 519-661-CITY (2489) x5638

London CANADA

May & June

MAY



JUNE



Next Steps

- Currently finalizing the method for selection of Working Group Chairs
- In September all five Working Groups will meet individually to appoint their Chairs and set a meeting schedule
- September updates to DIAAC and Accessibility Advisory Committee and discussion re: representatives for Leadership Table

Thank You

For More Information & Questions:

Kinga Koltun

City of London

kkoltun@London.ca

London.ca/CDIS

#CDIS

London Housing Advisory Committee

Report

The 7th Meeting of the London Housing Advisory Committee
August 14, 2019
Committee Room #4

Attendance PRESENT: B. Odegaard (Chair), M. Abdo, J. Banninga, M. Courey, M. Joudrey, W. Latuszak, J. Peaire, D. Peckham, M. Richings; and P. Shack (Secretary)

ALSO PRESENT: G. Matthews and B. Turcotte

REGRETS: B. Harris, J. Lane, A. Malik, C. O'Brien and R. Peaker

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 Response to Life*Spin Presentation

That the response from D. Purdy, Manager, Housing Services with respect to the Life Spin Presentation BE DEFERRED to the next meeting of the London Housing Advisory Committee.

3. Consent

3.1 6th Report of the London Housing Advisory Committee

That it BE NOTED that the 6th Report of the London Housing Advisory Committee, from its meeting held on July 10, 2019, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 2020 Mayor's New Year's Honour List - Call for Nominations

That it BE NOTED that a communication from the City Clerk, dated July 2, 2019, with respect to the 202 Mayor's New Year's Honour List, was received; it being noted the members of the London Housing Advisory Committee are encouraged to submit nominations to its Committee Secretary by September 10, 2019.

5.2 2019 Work Plan

That the discussion of the 2019 Work Plan of the London Housing Advisory Committee (LHAC) BE DEFERRED to the September 11, 2019 meeting; it being noted that the following comments were provided;

- a) members of LHAC shall review the City of London Strategic Plan before September 11, 2019 meeting;
- b) members of LHAC shall review current terms of reference before September 11, 2019;
- c) members of LHAC shall form a Work Plan working group to prepare LHAC's work plan for the October 9th, 2019 meeting.

6. Adjournment

The meeting adjourned at 1:20 PM.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	LONDON'S HOMELESS MANAGEMENT INFORMATION SYSTEM AMENDED BY-LAW

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-laws (Appendix "A" and "B") **BE INTRODUCED** at the Municipal Council meeting to be held on September 17, 2019 to amend:

- a) By-Law No. A.-7613-327 being "A by-law to amend By-law No. A-7613-327 being "A by-law to approve The Data Provision Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada as represented by the Federal Minister of Employment and Social Development Canada, and to authorize the Mayor and City Clerk to execute this Agreement", by deleting any reference to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives "; and,
- b) By-law No. A.-7706-107 being "A by-law to amend By-law No. A-7706-107 being "A by-law to approve the London Homeless Management Information System Hosting Agreement between The Corporation of the City of London and Homeless Serving Organization" and to authorize the Managing Director, Neighbourhood , Children and Fire Services to execute this Agreement" by deleting all references to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Community Homelessness Prevention Initiative Amended Bylaw (SPSC: June 17, 2019)
- London's Homeless Prevention System Homeless Management Information System Hosting Agreement (CPSC: March 20, 2018)
- London's Homeless Prevention System Homeless Management Information System Cargo Management Consulting Inc. Contract Amendment #2 (CPSC: February 21, 2018)
- London's Homeless Prevention System Homelessness Partnering Strategy Homeless Individuals and Families Information System – Data Provision Agreement (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Amendment Cargo Management Consulting Inc. Homeless Management Information System Implementation Consultant (CPSC: September 12, 2017)
- London's Homeless Prevention System Contract Award Request for Proposal 16-56 Homeless Management Information System Implementation Consultant (CPSC: January 24, 2017)
- Homelessness Partnering Strategy Funding Agreement – Data Sharing Agreements (CPSC: February 17, 2016)

BACKGROUND

The Homeless Management Information System used by the City of London and participating organizations is the Government of Canada’s Homeless Individuals and Families Information System (HIFIS).

HIFIS aims to provide immediate information regarding individuals and families experiencing homelessness and engaged in services provided by homeless serving programs in London, including the City of London. Information is only shared through the informed consent of the participant. By working together and sharing information, organizations can better understand homelessness, improve services, and reduce and prevent homelessness in London.

The City of London holds the license for use and is the HIFIS Application Host for all data collected and shared by the authorized organizations using HIFIS.

The Data Provision Agreement licenses the City of London to use the full version of the HIFIS software in return for the submission of non-identifiable personal information to Employment and Social Development Canada (By-Law No. A.-7613-327).

The London Homeless Management Information System Hosting Agreement between the City of London and Homeless Serving Organizations sets out the terms and requirements of organizations using HIFIS, including the hosting and support services provided by the City of London (By-Law No. A.-7706-107). Organizations entering into this Hosting Agreement have the ability to use HIFIS and to share information electronically, subject to obtaining informed participant/client consent.

In February 2019, the City’s Homeless Prevention area transitioned from Neighbourhood, Children and Fire Services (NCFS) to the Housing, Social Services and Dearness Home (HSSDH) Service Area. The Managing Director, Housing, Social Services and Dearness Home is now accountable for hosting London’s HIFIS Application and related contracting activities. As a result, the Civic Administration is recommending that Municipal Council amend By-law No. A.-7613-327 and A.-7706-107 to reflect this change.

SUBMITTED BY:	RECOMMENDED BY:
CRAIG COOPER MANAGER, HOMELESS PREVENTION	SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME

cc.
 Lynne Livingstone, Deputy City Manager
 Dave Purdy, Manager, Housing Services
 Janice Brown, Financial Business Administrator

APPENDIX "A"

Bill No.
2019

By-law No. A-

A by-law to amend By-law No. A-7613-327 being "A by-law to approve The Data Provision Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada as represented by the Federal Minister of Employment and Social Development Canada, and to authorize the Mayor and City Clerk to execute this Agreement", by deleting any reference to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

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

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

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

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend By-law No. A.-7613-327 by deleting any reference to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

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

1. That Section 2 of By-law No. A-7613-327 is hereby amended by deleting Section 2 in its entirety and by replacing it with the following new Section 2:

“The Managing Director of Housing, Social Services and Dearness Home, or designate, is delegated authority to undertake all the administrative acts that are necessary in connection with the Data Provision Agreement approved under section 1) above on the condition that no additional funding is required, or if funding is required it is provided for in the City’s current budget, and that there is no increase in indebtedness or contingent liabilities of The Corporation of the City of London.”

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

PASSED in Open Council on September 17, 2019.

Ed Holder,
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

APPENDIX "B"

Bill No.
2019

By-law No. A-

A by-law to amend By-law No. A-7706-107 being "A by-law to approve the London Homeless Management Information System Hosting Agreement between The Corporation of the City of London and Homeless Serving Organization" and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement" by deleting all references to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

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

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

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

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

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

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend By-law No. A.-7706-107, by deleting all references to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

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

1. That Section 2 of By-law No. A.-7706-107 is hereby amended by deleting the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home”.

2. That Section 3 of By-law No. A-7706-107 is hereby amended by deleting Section 3 in its entirety and by replacing it with the following new Section 3:

“The Managing Director, Housing, Social Services and Dearness Home is delegated authority to authorize and approve Additional Parties to enter into the Hosting Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Hosting Agreement.”

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

PASSED in Open Council on September 17, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading -
Third reading –

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	ANNA LISA BARBON MANAGING DIRECTOR, CORPORATE SERVICES & CITY TREASURER, CHIEF FINANCIAL OFFICER
SUBJECT:	PROVINCIAL AUDIT AND ACCOUNTABILITY FUND – TRANSFER PAYMENT AGREEMENT

RECOMMENDATION

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on September 17, 2019 to approve the Ontario Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario for the provision of funding for an independent third party review of the delivery of housing services; and **TO AUTHORIZE** the Mayor and Clerk to execute the Agreement.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- “RFP 18-04: City of London Service Review – Consulting Services,” Strategic Priorities and Policy Committee, March 26, 2018
- “City of London Service Review: Project Update,” Strategic Priorities and Policy Committee, April 8, 2019
- “City of London Service Review: Review of Service Delivery for Housing,” Strategic Priorities and Policy Committee, August 26, 2019

LINK TO THE STRATEGIC PLAN

Council’s 2019-2023 Strategic Plan for the City of London identifies ‘Leading in Public Service’ as a strategic area of focus. The City of London’s service review program is aimed at increasing the efficiency and effectiveness of service delivery through targeted service reviews to ensure Londoners experience exceptional and valued customer service.

BACKGROUND

On March 27, 2018, Municipal Council approved the award of Request for Proposal 18-04 for consulting services for the City of London Service Review project to KPMG LLP. This project involves a number of phases, including:

- Developing service profiles and benchmarking the City’s services;
- Developing and prioritizing opportunities for in-depth reviews;
- Undertaking “deep dive” reviews of the highest priority opportunities identified; and
- Reporting on the results of the reviews undertaken.

On April 8, 2019, the Strategic Priorities and Policy Committee received an update on the status of the City of London Service Review project. As part of this update, it was identified that three “deep dive” reviews would be conducted by KPMG:

- Service Delivery for Housing
- User Fees for Municipal Services
- Service Delivery for Municipal Golf

These three “deep dive” reviews are currently underway or complete, and final reports for all three reviews are anticipated by Fall 2019.

On May 21, 2019, the Province of Ontario announced the creation of the “Audit and Accountability Fund,” making available \$7.35 million province-wide for large urban municipalities and district school boards to “[conduct] line-by-line reviews to identify potential savings, while maintaining vital front-line services.” This announcement was consistent with the focus of the provincial budget released on April 11, 2019, which contained a number of initiatives aimed at reducing the provincial deficit.

Subsequently released program guidelines for the Audit and Accountability Fund revealed the eligibility criteria for the program, most notably:

- Any proposed review project must result in a final report by an independent third-party reviewer; and
- The proposed review project must be completed by November 30, 2019.

Given the parameters of the program and limited time to complete the review(s), Civic Administration elected to submit applications to the Province for the three “deep dive” reviews being undertaken by KPMG for consideration for funding from the Audit and Accountability Fund.

On August 8, 2019, the City received funding approval from the Ministry of Municipal Affairs and Housing for up to \$60,540 in relation to the review of Service Delivery for Housing that was completed and presented to the Strategic Priorities and Policy Committee on August 26, 2019.

In order to receive this funding, the City must enter into a Transfer Payment Agreement with the Province of Ontario, attached as “Schedule 1” to “Appendix A.”

The City Solicitor’s Office and Risk Management have reviewed the Transfer Payment Agreement. Consistent with similar Transfer Payment Agreements from the Province of Ontario, there is an indemnity provision which holds the Province harmless and exposes the City to limitless liability. The inclusion of this provision is non-negotiable, therefore the City will mitigate the associated risks by using the optimum level of oversight, control and discipline in order to provide the proper level of assessment ensuring that programs and service delivery meet our objectives. This is done by using clearly defined expectations of the objectives, functions, eligibility criteria, and recipient obligations for all transfer payment programs. Ultimately, the benefits of the Transfer Payment Agreement outweigh the risk exposure.

FINANCIAL IMPACT

The City of London Service Review project was funded through a one-time drawdown from the Efficiency, Effectiveness and Economy (EEE) Reserve. Receipt of funding through the Audit and Accountability Fund will offset a portion of the total cost of the project, reducing the drawdown required from the EEE Reserve.

CONCLUSION

The City of London has received notification of funding from the Province’s Audit and Accountability Fund in the amount of \$60,540. In order to access this funding, the approval of Municipal Council is being sought to enter into a Transfer Payment Agreement with the Province. The funding received through the Audit and Accountability Fund will offset a portion of the cost of the City’s Service Review project.

PREPARED BY:

**KYLE MURRAY, CPA, CA
DIRECTOR, FINANCIAL PLANNING & BUSINESS SUPPORT**

RECOMMENDED BY:

**ANNA LISA BARBON, CPA, CGA
MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF
FINANCIAL OFFICER**

cc. Mark Johnson, Business Planning Process Manager

APPENDIX “A”

Bill No.

2019

A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding for an independent third party review of the delivery of housing services and to authorize the Mayor and City Clerk to execute same.

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-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, 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 it is deemed expedient for The Corporation of the City of London to enter into the Ontario Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the provision of funding for an independent third party review of the delivery of housing services;

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

1. The Ontario Transfer Payment Agreement (“Agreement”) between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London, substantially in the form attached hereto as Schedule “1” to this by-law, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.

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

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE 1

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and
Housing**

(the “Province”)

- and -

The Corporation of the City of London

(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
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports, 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

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.

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by Minister of Municipal
Affairs and Housing**

Date

Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the City of London

Date

Name:
Title:

I have authority to bind the Recipient.

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 attached to the Agreement as Schedule “D”.

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

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A13.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) 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
- (c) 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, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) 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;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) 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 will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) 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;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) 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
- (e) if, pursuant to the *Financial Administration Act (Ontario)*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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

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

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

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

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

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

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

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

A7.2 Record Maintenance. The Recipient 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:

- (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

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(e), 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:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

A14.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A15.0 FUNDS UPON EXPIRY

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

A16.0 DEBT DUE AND PAYMENT

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

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

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

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

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

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province 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 waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

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

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

A23.0 GOVERNING LAW

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

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient 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;
- (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(e), 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

Maximum Funds	\$60,540.00
Expiry Date	January 31, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Helen Collins</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M5G 2E5, 16th Floor</p> <p>Fax: 416-585-7292</p> <p>Email: helen.collins@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</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:</p> <p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

B1 Section 4.3 of Schedule “A” is amended by adding the following sections:

- (e) use the Funds only for the purpose of reimbursement for the actual

amount paid to the independent third-party reviewer in accordance with the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

SCHEDULE “C” PROJECT

Objectives
The objective of this Project is to review the delivery of housing services by evaluating the current service delivery model, including the relationships, roles and functions of the Recipient and two housing corporations to ensure the Recipient is maximizing its investment in housing.
Description
<p>The Recipient will retain a third-party independent reviewer to conduct an in-depth service review of housing services delivery. The review of housing services delivery will be completed in four phases:</p> <ul style="list-style-type: none">• Phase 1 – more detailed analysis of the current state assessment of service delivery• Phase 2 – identification and evaluation of potential alternative assignments of responsibilities for housing services based on the results of the current state assessment of service delivery• Phase 3 – high-level implementation planning• Phase 4 – delivery of an Independent Third-Party Reviewer’s Report containing review findings and actionable recommendations for cost-savings. <p><u>Independent Third-Party Reviewer’s Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer’s Report. The Recipient will submit the report to the Province and publish the report on the Recipient’s publicly accessible website by November 30, 2019.</p> <p>The report will summarize the reviewer’s findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>
Background
Currently, the Recipient’s housing services are delivered by the Recipient, London Middlesex Community Housing Corporation (“LMCH”) and Housing Development Corporation, London (“HDC”). This Project involves a review of the delivery of housing services between the three parties to help ensure the effective and efficient delivery of housing services in order to meet identified housing requirements of the community.

SCHEDULE "D"
BUDGET

Item	Amount
Reimbursement for payments to independent third-party reviewer	Up to \$60,540

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none">• Submission of Independent Third-Party Reviewer's Report to the Province• Publishing of Independent Third-Party Reviewer's Report• Submission of Final Report to the Province	Up to \$60,540 no more than thirty (30) days after the Province's approval of the Final Report

**SCHEDULE “F”
REPORTS**

Name of Report	Reporting Due Date
1. Final Report	December 13, 2019

Report Details

1. Final Report

The Recipient will submit a Final Report to the Province by December 13, 2019.

The Final Report will set out the Recipient’s actual expenditures for the independent third-party reviewer for the project. Supporting documentation, such as invoices or receipts, showing actual costs incurred will be included as part of the Final Report.

The Final Report will include a statement indicating the percentage of the service delivery expenditures reviewed under the project which were identified as potential cost savings in the Independent Third-Party Reviewer’s Report, which will be the performance measure for the Project.

The Recipient will use the reporting template provided by the Province prior to the reporting deadline in order to submit the Final Report to the Province.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME
SUBJECT:	REPORT FROM CIVIC ADMINISTRATION OF THE VACANT COMMUNITY HOUSING UNITS AS A RESULT OF OUTSTANDING REPAIRS

RECOMMENDATION

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, that the Report From Civic Administration of the Vacant Community Housing Units as a Result of Outstanding Repairs **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Homelessness Plan (CPSC: June 17, 2013)
- Housing Services Act (CSC: December 19, 2011)
- City of London Community Housing Strategy 2013 to 2019 (CPSC: June 21, 2010)
- Homeless Prevention And Housing Plan 5 Year Review And Update – Process (CPSC, June 24th, 2019)

BACKGROUND

On June 25, 2019, Municipal Council directed Civic Administration to report back on the backlog of vacant unit repairs within the current community housing stock (also referenced as social housing), with a financial cost and possible sources of funding to complete all repairs prior to the end of the year. Civic administration was directed to report back to the Community and Protective Services Committee on September 10, 2019.

METHODOLOGY

Upon direction from City Council, Civic Administration engaged all 64 community housing providers (which also includes London Middlesex Community Housing) to identify unit(s) in their portfolio that are currently vacant and are waiting to be repaired before being occupied.

In total, 38 housing providers responded with eight housing providers stating that their vacant unit(s) met the criteria, while 30 housing providers reported either no vacancies or their vacant units did not fit the criteria.

The housing providers were asked to provide the following:

- The unit is currently vacant and unoccupied, as of August 28, 2019;
- Confirm that the unit is a rent-geared-to-income unit;
- The unit is in need of significant repair outside of normal wear and tear;
- If insufficient existing capital and replacement reserve funding is preventing the unit from being repaired; and
- The state of disrepair prevents the unit from being occupied in a timely manner.

If a unit met all of the criteria above, civic administration also requested housing providers provide an estimate of the repair costs and timelines of repair throughout the rest of the calendar year, and potentially, into early 2020.

Housing providers were asked to use their best professional judgement when determining an estimated repair cost and timeline and not to obtain competitive quotes. Housing providers were also informed that the information provided to civic administration will support Council discussions related to this matter.

Initially, Civic administration contacted all social housing providers over email to clarify the request and troubleshoot any vacancies that may apply to the criteria. For providers who were non-responsive, additional contact, including direct calls to the organization, were made.

RESULTS

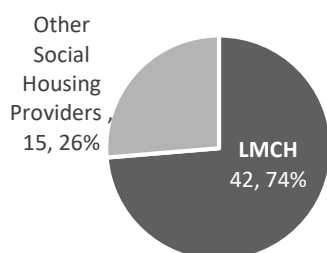
The following provides a summary of the information submitted by the housing providers within London-Middlesex.

Vacant Social Housing Units in Need of Significant Repair			
<i>Dwelling Size</i>	<i>Total Units</i>	<i>Average Repair Cost</i>	<i>Estimated Timeline of Repairs</i>
One Bedroom	27 Units	\$0 - \$5,000	1 – 6 Months
Two Bedroom	11 Units	\$5,000 - \$10,000	1 – 6 Months
Three Bedroom	13 Units	\$0 - \$5,000	0 – 4 Weeks
Four+ Bedroom	6 Units	\$5,001 - \$10,000	1 – 6 Months
Total	57 Units	\$445,000*	

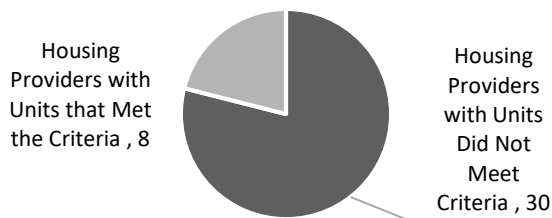
*Total average cost as self-reported by housing providers within London-Middlesex County. These repairs costs are unverified. Housing providers were asked to use their best professional judgment when determining costs and timeline of repair. An official assessment from a third party was not requested.

No bachelor units were reported

Total Units That Met Criteria -
57 Total



Total Providers with 'No Vacancies' or Units Not Meeting Criteria



N: 38 - Total number of housing providers completed the Unit Restoration Tracking Sheet, including London Middlesex Community Housing. This represents an approximate 60% response rate.

Civic Administration contacted all social housing providers through multiple emails and phone calls.

All NIL responses from housing providers were considered as having no current vacancies that meet the criteria.

Civic administration considers these findings appropriate given that housing providers will typically contact the Service Manager if a unit is significantly damaged outside of regular wear and tear.

ANALYSIS

Understanding Vacancies

Civic Administration consulted London Middlesex Community Housing (LMHC) to provide Council additional information on their repair process. It is common for apartment units and town homes within LMCH to become and remain vacant in between tenancies. These units could remain vacant for a variety of reasons. Currently once a tenant vacates their dwelling, a unit is inspected and assessed for repairs. Vacant units can remain vacant for an average of 30 to 60 days in order for maintenance teams to repair the unit caused by normal wear and tear. However, if the unit requires significant repairs, the unit could remain vacant for longer than 60 days and up to 120 days in order for repairs to be completed.

Accountability for Capital Repairs

When a social housing provider requires financial resources to repair or enhance the interior or exterior of their property, this is referred to as capital needs. Social housing providers are responsible for managing their capital needs. The federal, provincial and municipal governments all support social housing providers capital needs through their local Service Manager.

As an outcome of housing, vulnerable members of the community from the social housing registry waitlist, individual(s) may impose damages to their unit beyond regular wear and tear. Significant damages may result from episodes due to significant mental health, addictions and trauma. In these exceptional circumstances, additional funding is required to repair significantly damaged units in a timely manner.

Housing Service Delivery Review Report

On March 6, 2019, Municipal Council put forward and approved a resolution to undertake a review of the delivery of housing programs and services that are specific to the shareholder agreement between the City and London Middlesex Community Housing (LMCH) as well as the City and Housing Development Corporation, London (HDC). On August 26, 2019, City Council received this report at the Strategic Priorities and Policy Committee meeting.

It is important to note the data collected for this report is not connected to the vacancies noted in the review of the delivery of housing performed by KPMG.

The service review on the delivery of housing was specific to all vacancies within the LMCH portfolio. The difference in this report, as requested by Council, are vacancies within the social housing stock in London-Middlesex, including LMCH.

The scope of vacancies directed to Council was to focus on including units in need of significant repair outside of normal wear and tear and existing capital funding.

CONCLUSION

Civic administration is committed to continuing to work with all social housing providers to ensure greater access to units through improving the restoration and vacancy process. Through monitoring existing capital funding, civic administration will support social housing providers to fill vacancies in a timely manner.

FINANCIAL IMPACT

LMCH has different access to capital funding which is not available to other social housing providers. Civic administration has identified two possible funding sources which could be allocated to fund unit restoration costs:

LMCH Proposed Funding Source

- LMCH's Annual Capital Allocation

Other Social Housing Providers Proposed Funding Source

- Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund for all social housing providers

The Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund is available to all social housing providers, including LMCH.

PREPARED BY:	SUBMITTED BY:
DOUG CALDERWOOD-SMITH MANAGER, STRATEGIC PROGRAMS AND PARTNERSHIPS	DAVE PURDY MANAGER, HOUSING SERVICES
RECOMMENDED BY:	
SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME	

Cc:
 Josh Browne, CEO, London Middlesex Community Housing
 All Social Housing Providers within London and Middlesex County

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	CATHY SAUNDERS CITY CLERK
SUBJECT:	NAMING OF NEW EAST COMMUNITY CENTRE, 1731 CHURCHILL AVENUE

RECOMMENDATION

That, on the recommendation of the City Clerk with the concurrence of the Managing Director, Parks and Recreation and the Deputy City Manager and Acting Managing Director, Neighbourhood, Children and Fire Services, the Civic Administration **BE DIRECTED** to make the necessary arrangements to hold a Public Participation Meeting before the October 8, 2019 meeting of the Community and Protective Services Committee to receive input from the public with respect to the proposed name of “The Community Centre on Wavell” for the new east community centre located at 1731 Churchill Avenue.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- East Community Centre Construction Update (CPSC – August 13, 2019)
- East Community Centre Tender 17-67 Project #P015-RC2756 (CPSC – October 11, 2017)
- Update on East Community Centre Build Project (CPSC – June 2017)
- Architect to Act as Prime Consultant for the East Community Centre (CPSC - December 2015)
- Update on East Community Centre Build Project (CPSC - December 2015)

STRATEGIC PLAN LINKAGES 2019-2023
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Strengthening our Community: The new community centre will play a significant role in strengthening the local neighbourhood of Argyle and the larger district, including Huron Heights, East London, Hamilton Road, Glen Cairn, Westminster, and Jackson by creating opportunities for residents to lead healthy, socially active lives.

Building a Sustainable City: Creating and preserving strong and healthy environments and creating beautiful places for all Londoners will be accomplished at the new East Community Centre.

Growing Our Economy: Investment in this new community centre contributes to urban regeneration of a key community space.

Creating a Safe London for Women and Girls: The new community centre will provide opportunities for women and girls to safely participate in social and recreation opportunities.

Leading in Public Service: A range of city services will now be available to the adjacent neighbourhoods that were previously and underserved area of the city.

BACKGROUND

The attached (Appendix “A”) naming request dated August 23, 2019, has been considered in accordance with the “Naming/Re-naming or Dedicating of Municipal Property, Buildings and Park Elements Policy”. Included in the attached request, is information in support of the the proposed name of “The Community Centre on Wavell”.

The Civic Administration’s reasons in support of the proposed name of the new facility are summarized below:

- there is currently some confusion in the community between the current project name, “East Community Centre”, and the existing East London Library location and the nearby East London Planning District;
- the proposed name is in keeping with the Naming/Re-naming or Dedicating of Municipal Property, Buildings and Park Elements Policy where preference is to be given to “naming after significant geographic, neighbourhood and historical elements”;
- the facility is located on Wavell Avenue and the proposed name will assist in identifying the location of the new community centre to the broader community;
- the name “Argyle”, the Planning District where the centre is located, is not recommended as there will be confusion with the existing Argyle Arena; and,
- the proposed name can be easily changed to accommodate a sponsor name if one comes forward in the future. The name could then become “The XX Community Centre on Wavell”.

The Municipal Addressing Advisory Group indicates no concerns with the proposed name “The Community Centre on Wavell” for the new facility.

The “Naming/ Renaming or Dedicating of Municipal Property, Buildings and Park Elements Policy” requires the applicant to consult with external stakeholders in the community and identify objections and/or positive responses and determine the level of support for the proposed name. The Policy also requires the submission of documentation from organizations and individuals providing substantial support for the proposed name. The applicant is also required to secure consensus within the community with respect to the proposed name. Opposition to the proposed name must be addressed and resolved by the applicant.

Although a steering committee has been established with respect to the development of the new community centre and some consultation with the community has been undertaken, the Civic Administration recommends that a Public Participation Meeting be held to receive further comments with respect to the proposed name of “The Community Centre on Wavell” in order to address the requirements of the Policy for broader public consultation.

When a name has been approved by Municipal Council, it is the intent to officially announce the naming through a public information campaign.

The Civic Administration will continue to seek sponsors and donors for building and programming elements. If a sponsor to name the building comes forward, Council will have final approval.

FINANCIAL IMPACT

None.

PREPARED BY:	CONCURRED BY:
DONNA BAXTER, MANAGER, POLICY & PLANNING NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	SCOTT STAFFORD MANAGING DIRECTOR, PARKS AND RECREATION
CONCURRED BY:	PREPARED AND RECOMMENDED BY:
LYNNE LIVINGSTONE DEPUTY CITY MANAGER ACTING MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES	CATHY SAUNDERS CITY CLERK

APPENDIX “A”

To: Cathy Saunders, City Clerk
From: Scott Stafford, Managing Director, Parks and Recreation
cc: Lynne Livingstone, Deputy City Manager, Acting Managing Director,
Neighbourhood, Children and Fire Services
Date: August 23, 2019
Re: Naming of new Community Centre – Application Review and Approval

Introduction

At present the new East Community Centre at 1731 Churchill Ave., located at the corner of Wavell and Edmonton, is under construction and will open in early 2020.

The Centre will feature indoor pools (lap and leisure), gymnasium, activity room, multi-purpose community space, community kitchen, and artisan space and will serve the broad community in the East and Southeast areas of the city.

Naming Rights

Staff in Parks and Recreation have been actively pursuing sponsorship and naming opportunities with the local business community, community groups, and service clubs. There is strong interest in sponsorship of programs, naming of rooms, and donations for equipment etc. within the building, but as of yet there is no sponsor wishing to name the building.

Reasons for the New Facility Name

The Civic Administration notes the following:

- There is currently some confusion in the community between the current project name, “East Community Centre”, and the existing East London Library location and the nearby East London Planning District;
- The recognition that the facility will be serving the broader community in the East and Southeast areas of the City of London is necessary;
- There is need to change the name now so new facility signage can be created; and,
- Upcoming advertising and awareness campaigns for facility opening and programming can start using the new name.

Rationale for Recommended Name Selection of Facility

The Civic Administration recommends that the facility be renamed “The Community Centre on Wavell” on the basis that:

- the name is in keeping with the Naming/Re-naming Policy where preference is given to “naming after significant geographic, neighbourhood and historical elements”;
- the facility is located on Wavell Avenue and the name will assist in identifying the location of the new community centre to the broader community;
- the name “Argyle”, the Planning District where the centre is located, is not recommended as there will be confusion with the existing Argyle Arena;
- preliminary discussions with the community indicate the desire for the words “community centre” to be utilized in the name; and,

- the name can be easily changed to accommodate a sponsor name if one comes forward in the future. The name could then become “The XX Community Centre on Wavell”.

Conclusion

The Civic Administration in Parks and Recreation and Neighbourhood, Children and Fire Services recommend the new community centre be named “The Community Centre on Wavell”; it being noted that the proposed name complies with the Council approved naming preferences as provided for in the “Naming/Renaming or Dedicating of Municipal Property, Buildings and Park Elements Policy”.

Should you require any further information, please contact the undersigned.

Scott Stafford
Managing Director, Parks and Recreation

From: bill brock
Date: September 7, 2019 at 9:42:35 PM EDT
To: Cathy Saunders <csaunder@london.ca>
Cc: Bill Brock
Subject: [EXTERNAL] Naming of east community centre

Ms. Saunders would you please add this to agenda; noting it is not for public presentations.

Bill B.

To: Community and Protective Services Committee; September 10, 2019

Consent Agenda Item #2.8

Naming of New East Community Centre

Introduction

The recommendations are presented as alternatives to the administration recommendation.

My involvement goes back to the start when the east and southeast were combined; noting at the time there was a draft document showing inventory, provision targets and needs dated June 9, 2009. (on public record). On pg. 19 of draft "Plan Areas" showed with population and projected up to 2027. Six areas; containing several neighbourhoods were identified as Southwest, Northwest, Northeast, Central, East and Southeast.

An examination of theses today shows two community centres; named after neighbourhood in which they were built. You have policies on how and when projects are done. How does the policies apply today? At time of original study population had to be 55,000 to get full package! Because of Argyle arena the east and southeast were joined together. East would get pool and southeast get arena Refer data on Pg. 19 noted above!

Outcomes to Date

It appears the two 60 million dollar projects were named in the hosting neighbourhood those being Stoney Creek (2016 census population 11,135) and Bostwick (2016 census population 1,665). Historically the Argyle neighbourhood population was 26,510 according to same census.

Recommendation #1 Name the community centre "Argyle Community Centre". Note the name recognises the host neighbourhood.

Recommendation #2 (alternative)

Apparently the East Lions Club owned the park and could no longer afford to maintain it thus turning it over to city (don't have detail or agreement if any existed). This would be recognition; as name already exists and property purchase savings by the city in the past.

Footnote: When original group assessed options we were not allowed to pick a site: it was that the outcomes would be two sites with actual site locations determined by city.

The proposed name assumes clarity; the use of Wavell is not like "Michaels' on the Thames.

After 18 years "Argyle" deserves the recognition for a long battle!

Please consider my recommendations.

William Brock

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	TOW TRUCK SOLICITATION AT ACCIDENT SCENES

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official:

- (a) This report **BE RECEIVED** for information purposes; and
- (b) Civic Administration prepare an amendment to the Business Licensing By-law to include Motor Vehicle Towing as a Class of Licence and hold a Public Participation Meeting before the Community and Protective Services Committee (CPSC).

BACKGROUND

On January 29, 2019, Civic Administration was requested to consult with the industry as well as with law enforcement agencies, including the London Police Service and Ontario Provincial Police, and report back to the Community and Protective Services Committee as to whether a by-law is required.

There has been an increased concern with tow truck solicitation at motor vehicle accident occurrences. The purpose of this report is to provide an overview of provincial legislation, summary of consultation with first responders and a scan of municipal anti-solicitation towing by-laws. These by-laws generally aim to serve and protect the public at motor vehicle accident scenes from aggressive solicitation by tow truck services and associated auto body repair shop operators.

PROVINCIAL LEGISLATION

Introduced: January 1, 2017

Bill 15: *Fighting Fraud and Reducing Automobile Insurance Rates Act.*

Purpose: Focuses on reducing insurance fraud and enhancing tow and storage services.

The regulations include:

- Requiring permission from the consumer or someone acting on their behalf before towing or storing a vehicle
- Publicly disclosing rates and other information such as the provider's name and telephone number on tow trucks as well as in places of business
- Accepting credit card payments from consumers (and not insist on cash only)
- Notifying consumers where their vehicle will be towed
- Allowing consumers to access their towed vehicles to remove personal property
- Providing consumers an itemized invoice listing the services provided
- Disclosing if they are getting a financial incentive for towing a vehicle to a particular vehicle storage facility or repair shop.

CONSULTATION

Civic Administration consulted with first responders and the towing industry.

- **London Police Services (LPS):** While LPS recognizes that towing solicitation at accident scenes is a problem, they do not track these types of incidents. Recently, in July 2019 a tow truck driver was charged with mischief, attempt fraud, personation to gain advantage and possession of property obtained by crime for towing a vehicle from a traffic accident scene without the owner’s permission.
- **Middlesex London Paramedics:** Over the last few years, London Middlesex EMS have witnessed aggressive behavior from tow truck drivers at the scene of vehicular accidents. EMS staff have witnessed firsthand numerous trucks arriving at the scene of an accident and in some cases extremely aggressive behavior from the tow truck drivers. This places unnecessary stress on the driver and passengers at the accident scene.
- **Ontario Provincial Police (OPP):** Initial discussions with the OPP confirm that this is an issue on the 400 series highway and that in many cases specialized tows are required due to the nature of the accidents (involving transport trucks). Additional discussions are pending.
- **Local tow truck industry:** Some of the feedback suggested that the City should to create a by-law amendment to keep tow trucks at a minimum distance from accidents. Others in the industry do not think that a by-law will fix the chasing and trolling issues. Some of the industry comments suggested that the City implement new guidelines/regulations on the towing industry including regulations on chasing, scanners, methods on how to process an accident, and quality of trucks. Many comments were made about the LPS contract with one towing operator for accident scenes. This is not within the purview of Council's direction for this review.
- **Canadian Automobile Association (CAA):** CAA Government and Relations Specialists have assisted various municipalities in Ontario in reviewing tow truck by-laws. Ideally, CAA would like to see the Province set tow truck industry standards for anti-solicitation. CAA indicated that anti-solicitation by-laws have assisted with consumer protection.

DISCUSSION

In Ontario, numerous municipalities have licensing by-laws addressing the towing industry. Several of these municipalities have also enacted anti-solicitation regulations using minimum distances from accident scenes. The anti-solicitation regulations help protect the public and all first responders involved in accidents, where tow truck services are required. Some of these municipalities include: Waterloo, Hamilton, Mississauga and Brampton.

Based on the industry consultation and discussions with first responders, Civic Administration is of the opinion that an amendment to the Business Licensing By-law to introduce motor vehicle towing as a class of business would address towing solicitation at accident scenes. The municipal purpose of adding this class of business is consumer protection and public safety.

Adding a new business class category would not have a financial impact on the administration and enforcement of the Business Licensing By-law. The By-law is enforced by Municipal Law Enforcement Officers and the London Police Service.

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

To: CPSC <cpsc@london.ca>

Subject: [EXTERNAL] Towing Reviews / 519TOW / Desmond Williams

I am, requesting delegation status for Towing Reviews CPSC meetings in future for 2019 & beyond please thank you!

Sincerely,

Desmond McSweeney Williams
Owner/Operator of:
519TOW 2323206 Ont Ltd
251 Callaway Rd London, ON N6G 0N8

Sent from my Samsung Galaxy smartphone.

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT	SWIMMING POOL FENCE BY-LAW REVIEW UPDATE

RECOMMENDATION

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, this report **BE RECEIVED** for information purposes.

BACKGROUND

As part of the City’s Strategic Plan, Civic Administration is reviewing and updating Council’s By-laws. One of the By-laws being reviewed in 2019 is the Swimming Pool Fence By-law.

More recently, two emerging issues have been brought to the attention of Civic Administration:

- Homes with garage doors on the front and rear of the residential attached garage creating access to pool.
- Pool construction delays.

Front and Rear Facing Garage Doors

For standard garages (forward facing garage door and rear-yard/side-yard facing man-door), the Pool Fence By-law requires that the man-door be equipped with a self-closing device and self-latching device. There has been a recent demand for homes with front and rear garage doors, which creates compliance issues when pools are installed in the rear yard. The following photo illustrates the issue.



Although the garage doors can be closed (either manually or remotely), most doors contain safety features which return the door to an open position if the plane of the door is broken during closure. This causes a compliance issue and potential risk of a child wandering into a rear yard containing a pool. The simple solution to this is provide a gate with a self-closing/self-latching gate for the rear garage door. For various reasons, some homeowners are not in

favour of this solution.

As part of this review, a scan of pool fence by-laws has been undertaken. Waterloo, Ottawa and Brampton, all include regulations relating to when a wall of a building forms part of the enclosure. Ottawa's by-law specifically references garage doors.

Pool Construction Delays

The Pool Fence By-law does not have a sunset clause for completion of the pool fence. Often, delayed pool construction leads to altered fencing plans which have not been fully approved by the City for compliance. This causes compliance issues in the field as in many cases the inspections are being reviewed based on revised plans which have not been approved for construction. Civic Administration recommend adding a time limit on the pool fence permit to encourage up-to-date drawings to ensure compliance with the Pool Fence By-law.

CONCLUSION

The municipal purpose of the Pool Fence By-law is public safety (specifically young children). Civic Administration will continue to consult with the pool fence industry as well as the Pool and Hot Tub Council of Canada to seek solutions to these and other by-law compliance issues.

Civic Administration will present an amendment to the Pool Fence By-law in Q4-2019/Q1-2020 and hold a Public Participation Meeting in time for any new amendments to be in force and effect for the 2020 pool season.

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

TO:	CHAIR AND MEMBERS COMMUNITY & PROTECTIVE SERVICES COMMITTEE SEPTEMBER 10, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	PROPOSED ACCESSIBLE VEHICLE FOR HIRE INCENTIVE PROGRAM - UPDATE

RECOMMENDATION

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

- (a) that this report **BE REQUESTED** for information purposes, and
- (b) that Civic Administration hold a Public Participation Meeting to amend the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire.

PURPOSE

The purpose of this report is to provide an update on incentive options to mitigate the costs associated with operating accessible vehicles for hire and to improve service to citizens requesting on-demand accessible transportation services.

BACKGROUND

On September 19, 2018, Council directed Civic Administration to report back to the Community and Protective Services Committee (CPSC) on matters related to 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.

The average cost to convert a van to provide for accessible transportation services range from approximately \$15,000-\$20,000. The average cost of an accessible van including all features is approximately \$40,000-\$60,000. The vehicle for hire industry has advised Civic Administration that the maintenance costs for these vehicles are high due to the additional weight of the vehicles. Given the significant costs of operating an accessible service and that accessible on-demand taxi service is a priority for the City of London, an incentive program would ensure a comparable service is available for the entire community.

Civic Administration has consulted with the vehicle for hire industry as well as the Accessibility Advisory Committee on several occasions. Further, a municipal scan was undertaken to examine best practices. This report presents a number of options, and possible programs to implement an incentive program with a goal of providing efficient and effective transportation services to those who live with mobility challenges.

LEGISLATIVE AND REGULATORY ENVIRONMENT

Accessibility for Ontarians with Disabilities Act (AODA)

AODA (The Act) came into effect in 2005. The overall goal of the Act is to achieve accessibility for Ontarians with disabilities by 2025. All businesses and organizations that provide goods and services to people in Ontario are required to meet certain accessibility standards in five

important areas including transportation. The Act directs that every municipality shall consult with its municipal accessibility advisory committee, the public and persons with disabilities to determine the proportion of on-demand accessible taxicabs required in the community. The Act also directs that every municipality shall identify progress made toward meeting the need for on-demand accessible taxicabs, including any steps that will be taken to meet the need.

City of London Accessibility Advisory Committee (ACCAC)

The role of ACCAC is to initiate and provide recommendations, advice and information to Council through the CPSC. ACCAC shall advise and assist in promoting and facilitating a barrier-free London for citizens of all abilities (universal accessibility), including persons with disabilities. This is intended to be achieved through the review of municipal policies, programs and services and the identification, removal and prevention of barriers faced by persons with disabilities.

Legislative Authority

Section 106 of the Municipal Act outlines that a municipality shall not grant assistance by “giving or lending any property of the municipality, including money” thus prohibiting the funding or subsidizing private firms which would provide an unfair advantage to the recipients.

WHERE WE ARE TO DATE

- Civic Administration is currently working on exploring various options on how to better support the vehicle for hire industry and its customers.
- In 2018, an additional 10 Accessible Taxi Licence plates (total 29) were made available to the industry. Of the ten, only one plate has been issued. Staff have been advised that some of the plates have not been obtained as drivers are awaiting an incentive program.
- Staff have consulted and met with the vehicle for hire industry, the City of London Accessibility Advisory Committee and the London Transit Commission.

- **Vehicle for Hire Industry:** Staff have consulted with the vehicle for hire industry to discuss and obtain feedback on matters related to accessible taxi services, an accessible taxi incentive program, methods to fund the program, accessible taxi centralized dispatch systems and approaches to other improvements to the accessible taxi industry. The vehicle for hire industry is eager for the City to develop an incentive program, in order to better serve the citizens of London, as maintenance and modifications of the accessible vehicles can be very expensive. They are supportive of any programs and incentives that would help the industry to continue to provide accessible services to the community.

- **Accessibility Advisory Committee:** Staff have presented proposed accessible taxi incentives and programs to ACCAC twice this year. ACCAC has expressed concern with availability of accessible taxi cabs and hours of operation as many accessible taxi customers have appointments at various times of the day and evening and require on demand service.

- **London Transit Commission (LTC):** LTC offers a paratransit service which is a shared ride, door to door service for passengers that require a lift-equipped vehicle for travel. Staff have met with the LTC on several occasions to discuss working together on improving accessible transportation services throughout the City of London.

- **Get Involved Survey:** Staff have been working with ACCAC to create an Accessible Transportation survey. The purpose of the survey is to obtain information on the demand for accessible transportation services in London. The Get Involved survey was released in August and will be posted for a period of up to 2 months.

Municipal Scan – Accessible Taxi Incentive Programs

The table below identifies a variety of accessible taxi incentive programs.

City	Surcharges to fund Accessible Vehicles	Subsidies	Additional Incentives	Central Dispatch
Calgary	-\$0.30 per trip. -One-time funding request of \$350K in 2019 and \$350K in 2020 to support a two-year Centralized Dispatch pilot project	\$5000/year in grants and incentives (to a maximum of \$40,000) over 8 years.	Incentives provided for days on road, vehicle inspections, minimal complaints on vehicle, cordless debit machines.	Yes
Edmonton	\$50/year per accessible vehicle.	TBD	Accessible Licence fee reduction.	No
Hamilton	None	\$5.00 flat rate to all qualified accessible taxi drivers for each trip.	None.	No
Montreal	None	\$15,000 provincial vehicle conversion subsidy.	None.	No
Ottawa	\$0.07 per trip	Currently working on potential subsidies. Offers Taxi script booklets.	No annual accessible licence fee.	No
Toronto	None	Working on subsidies, including: creation of an accessibility fund and promoting side-entry accessible taxicabs.	Accessible licence fee reduced.	No
Chicago	-\$0.10 per trip. -\$22/month licence fees for non-WAV vehicles.	-Up to \$20,000 capital on new vehicle and up to \$5000 annual operating.	Airport fast lane voucher for accessible vehicles. Free medallion to annual "Excellence Award" winner.	Yes
New York	\$0.30 per trip	Up to \$30,000 capital and operating subsidy distributed over 4 years (\$14,000 up front) and \$10-\$30 per trip for trips booked through Accessible dispatch service.	\$0.50 for every trip taken in an accessible vehicle.	Yes

PROPOSED INCENTIVE PROGRAM

- Civic Administration has reviewed all of the programs listed in the table above and based on the regulations in the Municipal Act, municipalities in Ontario cannot provide direct incentives to the industry to subsidize accessible vehicles for hire.
- The City is exploring an option to subsidize each accessible ride by \$5.00 directly distributed to the vehicle for hire driver.
- In order to build a new accessible taxi reserve fund, staff are exploring options to add a \$0.05 fee to each taxi trip. This will require further financial and legal review.
- If initiated in Q1 2020 and based on 2018 ride statistics, the reserve fund would have accumulated approximately **\$235,000** by the end of Q4 2020.

- In order to initiate this program in early 2020, an initial amount of \$200k will be budgeted for 2020 as start-up funding (and repaid from the proposed reserve fund).
- Auditing, and enforcement requirements to implement the program will be managed through existing resources, and would be monitored over the two-year period to determine whether any additional adjustments are necessary.

NEXT STEPS

As part of an ongoing initiative to support the accessible Vehicle for Hire service within the City of London, staff will continue to work with the Vehicle for Hire industry and ACCAC to bring forward a recommendation for service improvements. A subsidized incentive program would support the improvement of the accessible transportation needs of London’s community, as well as working towards compliance with the regulations outlined in the AODA.

Civic Administration will hold a Public Participating Meeting to present any changes required in the Vehicle for Hire By-law to implementation an incentive program.

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

Cc: Alan Dunbar – Manager III, Financial Planning & Policy, Finance & Corporate Services
 Melanie Stone – Specialist, Municipal Policy (AODA), Human Resources & Corporate Services

TO:	CHAIR AND MEMBERS COMMUNITY PROTECTIVE SERVICES COMMITTEE MEETING ON SEPTEMBER 10, 2019
FROM:	LYNNE LIVINGSTONE DEPUTY CITY MANAGER AND ACTING MANAGING DIRECTOR OF NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES AND SCOTT STAFFORD MANAGING DIRECTOR OF PARKS AND RECREATION
SUBJECT:	INVESTING IN CANADA INFRASTRUCTURE PROGRAM: COMMUNITY, CULTURE AND RECREATION

RECOMMENDATION

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation, this report **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

- Parks and Recreation Master Plan Update - CPSC - June 17, 2019.
- Corporate Asset Management - SPPC – August 26, 2019.

STRATEGIC PLAN LINKAGES 2019-2023
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Strengthening our Community: The new community centre, upgraded facilities, and parks will play significant roles in strengthening local neighbourhoods across the City by creating opportunities for residents to lead healthy, socially active lives.

Building a Sustainable City: Creating and preserving strong and healthy environments and creating beautiful places for all Londoners will be accomplished within all the projects.

Growing Our Economy: Investment in these parks and recreation opportunities contributes to urban regeneration within existing areas of the city and provides access to services in the growing areas of the city.

Creating a Safe London for Women and Girls: These new and upgraded community assets will provide opportunities for women and girls to safely participate in social and recreation opportunities.

Leading in Public Service: A range of city services will now be available to the many neighbourhoods that were previously underserved.

BACKGROUND

The purpose of this report is to provide information on the projects submitted the week of September 2, 2019, to the Investing in Canada Infrastructure Program – Community, Culture and Recreation Stream.

OVERVIEW

The Province of Ontario announced in late August 2019, the opening of the Community, Culture and Recreation (CCR) Stream of funding under the Federal Investing in Canada Infrastructure Plan (ICIP). Under the CCR stream, the Province’s allocation of \$472 million will be invested in “community infrastructure”, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect community needs. Projects must contribute to improved access to and/or increased quality of cultural, recreational and/or community infrastructure, including indigenous peoples and vulnerable populations. The cost-sharing breakdown requires a minimum contribution by the Municipality of 26.67% of the total project cost with the Federal share at 40% and the Provincial share at 33.33%.

Municipalities and other eligible recipients were invited to submit projects starting on September 3, 2019 within two (2) categories:

1. Multi-purpose Category
 - New build, large-scale renovation or expansion of existing facility projects that provide integrated service delivery to address identified service gaps.
 - Projects not to exceed \$50 million in total project costs.
2. Rehabilitation and Renovation Category
 - Renovation or rehabilitation that would improve the condition of existing facilities including small-scale improvements to address accessibility as well as small new build/construction projects of recreation, cultural or community infrastructure (eg. playing fields, tennis courts, small community squares).
 - Projects not to exceed \$5 million in total project costs.

The CCR is a merit-based program and projects will be assessed based on their alignment with these objectives:

- Meets community and user needs or service gap;
- Promotes good asset management planning;
- Represents good value for money; and,
- Fosters greater accessibility.

More detailed information on the program guidelines can be found at this link:

http://www.grants.gov.on.ca/prodconsum/groups/grants_web_contents/documents/grants_web_contents/prdr019964.pdf

CITY OF LONDON PROJECTS SUBMITTED

A communication was distributed to members of Council on August 27, 2019 from the Deputy City Manager and Acting Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation. The purpose of that note was to inform Council of Civic Administration's intention to submit the Southeast Community Centre for consideration under the Multi-Purpose Category of the CCR Stream on September 3, 2019 and to bring forward a list of additional projects to be submitted in the Rehabilitation and Renovation Category. In order to ensure that London is well positioned to compete for the funding, should the Province decide to review projects immediately, Civic Administration submitted all seven (7) projects to the Province on the week of September 2, 2019.

The projects submitted are consistent with needs identified in the recently adopted Parks and Recreation Master Plan and the Corporate Asset Management Plan.

An additional project may be put forward for funding in collaboration with the Indigenous stakeholders in the community. Civic Administration will also engage with Indigenous stakeholders in key projects outlined below in advance of implementation.

Successful applicants are to be notified in Summer 2020. These projects must be substantially completed by March 31, 2027. A second intake for projects is expected to take place in 2021.

Listed in the table below, are the seven projects submitted by the City of London the week of September 2, 2019.

Project	Description	Total Project Cost	Existing COL Funding Available for the Project	Municipal Share (% of total project)	Request
Multi-Purpose Category - Project Submissions					
Southeast Community Centre & Arena	<ul style="list-style-type: none"> • Build a multi-purpose community centre with gymnasium, community rooms, activity room, community kitchen, and double-pad arena. 	\$36.02 million	\$24.39 million	67.7%	\$11.63 million
Renovation & Rehabilitation Category - Project Submissions					
Silverwood Arena and Park	<ul style="list-style-type: none"> • Transform the Silverwood Park campus to include exciting new features such as a spray pad, multiple new outdoor pickleball 	\$5 million	\$2.5 million	50%	\$2.5 million

Project	Description	Total Project Cost	Existing COL Funding Available for the Project	Municipal Share (% of total project)	Request
	courts, develop a new cricket pitch <ul style="list-style-type: none"> Add new community rooms to the arena and upgrade the current dressing rooms to make them more accessible. 				
Carling Heights Optimist Community Centre	<ul style="list-style-type: none"> Create a teaching kitchen through the renovation of the current servery Install an elevator to allow accessibility to the viewing gallery 	\$1.5 million	\$500k	33%	\$1 million
Thames Valley Golf Course Clubhouse	<ul style="list-style-type: none"> Create accessible washrooms Convert the clubhouse to an all season community centre for year round resident use 	\$1 million	\$270k	27%	\$730k
Foxfield Park	<ul style="list-style-type: none"> Build a spray pad Upgrade the sports field to artificial turf with lighting for increased use Install a fieldhouse to support the community use of the park with accessible washrooms 	\$4 million	\$1.5 million	37.5%	\$ 2.5 million
Labatt Park	<ul style="list-style-type: none"> Create accessible washrooms Repair and restore bleachers to improve safety and enhance the fan experience Replace aging lights 	\$2 million	\$540k	27%	\$1.46 million
Thames Park and Poolhouse	<ul style="list-style-type: none"> Build accessible washrooms in the poolhouse Renovate the fieldhouse with outdoor showers to support vulnerable populations Replace the old tennis courts to improve playability 	\$2 million	\$540k	27%	\$1.46 million
TOTAL		\$51.52 million	\$30.24 million		\$21.28 million

FINANCIAL IMPLICATIONS

The City of London's portion of the above projects has been previously approved through Capital budgets, lifecycle renewal, and previous business cases.

Civic Administration will go forward with a Strategic Investment Business Case as part of the 2020-2023 Multi-Year Budget process to support the Southeast Community Centre Project if additional funding is not secured through the Community, Culture and Recreation Stream of funding under the Federal Investing in Canada Infrastructure Plan.

The six projects identified in the Renovation and Rehabilitation category, can proceed with a more limited project scope if additional infrastructure funding is not approved.

CONCLUSION

Civic Administration has submitted a total request of \$21.28 million to the Investing in Canada Infrastructure Plan – Community, Culture and Recreation Stream to support seven much needed infrastructure projects across the city making London’s parks, community centres, and amenities more welcoming, accessible, and enhancing quality of life for all Londoners .

PREPARED BY:	RECOMMENDED BY:
DONNA BAXTER MANAGER POLICY & PLANNING NEIGHBOURHOOD, CHILDREN & FIRE SERVICES	LYNNE LIVINGSTONE DEPUTY CITY MANAGER AND ACTING MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN & FIRE SERVICES
RECOMMENDED BY:	
SCOTT STAFFORD MANAGING DIRECTOR, PARKS AND RECREATION	

Municipalities and other eligible recipients were invited to submit projects starting on September 3, 2019 within two (2) categories:

1. Multi-purpose Category
 - New build, large-scale renovation or expansion of existing facility projects that provide integrated service delivery to address identified service gaps.
 - Projects not to exceed \$50 million in total project costs.
2. Rehabilitation and Renovation Category
 - Renovation or rehabilitation that would improve the condition of existing facilities including small-scale improvements to address accessibility as well as small new build/construction projects of recreation, cultural or community infrastructure (eg. playing fields, tennis courts, small community squares).
 - Projects not to exceed \$5 million in total project costs.

The CCR is a merit-based program and projects will be assessed based on their alignment with these objectives:

- Meets community and user needs or service gap;
- Promotes good asset management planning;
- Represents good value for money; and,
- Fosters greater accessibility.

More detailed information on the program guidelines can be found at this link:

http://www.grants.gov.on.ca/prodconsum/groups/grants_web_contents/documents/grants_web_contents/prdr019964.pdf

CITY OF LONDON PROJECTS SUBMITTED

A communication was distributed to members of Council on August 27, 2019 from the Deputy City Manager and Acting Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation. The purpose of that note was to inform Council of Civic Administration's intention to submit the Southeast Community Centre for consideration under the Multi-Purpose Category of the CCR Stream on September 3, 2019 and to bring forward a list of additional projects to be submitted in the Rehabilitation and Renovation Category. In order to ensure that London is well positioned to compete for the funding, should the Province decide to review projects immediately, Civic Administration submitted all seven (7) projects to the Province on the week of September 2, 2019.

The projects submitted are consistent with needs identified in the recently adopted Parks and Recreation Master Plan and the Corporate Asset Management Plan.

An additional project may be put forward for funding in collaboration with the Indigenous stakeholders in the community. Civic Administration will also engage with Indigenous stakeholders in key projects outlined below in advance of implementation.

Successful applicants are to be notified in Summer 2020. These projects must be substantially completed by March 31, 2027. A second intake for projects is expected to take place in 2021.

Listed in the table below, are the seven projects submitted by the City of London the week of September 2, 2019. Note numbers are rounded for presentation purposes.

Project	Description	Total Project Cost	Municipal Share (\$) (based on 26.7% of project cost)	Request (\$) (based on 40% Federal & 33.3% Prov.)
Multi-Purpose Category - Project Submissions				
Southeast Community Centre & Arena	<ul style="list-style-type: none"> • Build a multi-purpose community centre with gymnasium, community rooms, activity room, community kitchen, and double-pad arena. 	\$37.78 million	\$10.08 million	\$27.70 million
Renovation & Rehabilitation Category - Project Submissions				
Silverwood Arena and Park	<ul style="list-style-type: none"> • Transform the Silverwood Park campus to include exciting new features such as a spray pad, multiple new 	\$5.13 million	\$1.37 million	\$3.76 million

Project	Description	Total Project Cost	Municipal Share (\$) (based on 26.7% of project cost)	Request (\$) (based on 40% Federal & 33.3% Prov.)
	outdoor pickleball courts, develop a new cricket pitch <ul style="list-style-type: none"> Add new community rooms to the arena and upgrade the current dressing rooms to make them more accessible. 			
Carling Heights Optimist Community Centre	<ul style="list-style-type: none"> Create a teaching kitchen through the renovation of the current servery Install an elevator to allow accessibility to the viewing gallery Exterior lifecycle work 	\$1.87 million	\$499,000	\$1.37 million
Thames Valley Golf Course Clubhouse	<ul style="list-style-type: none"> Create accessible washrooms Convert the clubhouse to an all season community centre for year round resident use 	\$1.05 million	\$280,035	\$769,965
Foxfield Park	<ul style="list-style-type: none"> Build a spray pad Upgrade the sports field to artificial turf with lighting for increased use Install a fieldhouse to support the community use of the park with accessible washrooms 	\$4.20 million	\$1.12 million	\$ 3.08 million
Labatt Park	<ul style="list-style-type: none"> Create accessible washrooms Repair and restore bleachers to improve safety and enhance the fan experience Replace aging lights 	\$2.04 million	\$542,735	\$1.49 million
Thames Park and Poolhouse	<ul style="list-style-type: none"> Build accessible washrooms in the poolhouse Renovate the fieldhouse with outdoor showers to support vulnerable populations Replace the old tennis courts to improve playability 	\$2.52 million	\$671,817	\$1.85 million
TOTAL		\$54.59 million	\$14.56 million	\$40.03 million

FINANCIAL IMPLICATIONS

The City of London's portion of the above projects has been previously approved through Capital budgets, lifecycle renewal, and previous business cases.

Civic Administration will go forward with a Strategic Investment Business Case as part of the 2020-2023 Multi-Year Budget process to support the Southeast Community Centre Project if additional funding is not secured through the Community, Culture and Recreation Stream of funding under the Federal Investing in Canada Infrastructure Plan.



300 Dufferin Avenue
P.O. Box 5035
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N6A 4L9

London
CANADA

September 6, 2019

Chair and Members of the
Community and Protective Services Committee

Re: Special Events Policies and Procedures Manual
Parkjam Music Festival – Harris Park

It is my understanding that the Parkjam Music Festival received approval under the City's "Special Events Policies and Procedures" to hold events on September 5, 6, 7, 8, 12, 13 and 14, 2019 at Harris Park. The daily events begin at 12:00 PM and end at 11:00 PM.

I have received a number of complaints regarding the timing of these events, especially those held on Thursday and Sunday evenings, due to their disruptive nature to residents who need to work the next day or school age children who will be attending school the following day.

Given the concerns raised, I am seeking support of the following recommendation:

"The Civic Administration BE DIRECTED to review the City's "Special Events Policies and Procedures Manual" and report back on possible amendments to the Manual to address concerns raised by the residents regarding the disruption caused by special events being held in the evenings prior to a work and/or school day."

Respectfully submitted,

Arielle Kayabaga
Councillor, Ward 13

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of August 28, 2019

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> That the following actions be taken with respect to the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on January 18, 2018:</p> <p>a) the City Clerk BE REQUESTED to review and consider new, additional resources for the Advisory Committee, Board and Commission membership recruitment in order to augment the diversity of applications for vacant positions, specifically focusing on diverse, young women and report back to the Community and Protective Services Committee with respect to this matter; it being noted that the DIAAC received the attached presentation from K. Koltun, Government and External Relations Office, with respect to the Diverse Voices for Change Initiative and the related committee census information; and,</p>	February 21, 2018	TBD	C. Saunders	
2.	<p><u>Salvation Army Commissioning</u> That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.</p>	March 20, 2018	TBD	S. Stafford	
3.	<p><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</p>	April 4, 2018	2018	B. Coxhead C. Saunders	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	Advisory Committees and to report back to the appropriate standing committee				
4.	<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> <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>	August 14, 2018	TBD	S. Datars Bere C. Saunders G. Kotsifas J. Fleming S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon	
5.	<p><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u></p> <p>That, on the recommendation of the Director of Community and Economic Innovation, with the concurrence of the City Manager, the following actions be taken with respect to the municipal implementation of legalized cannabis:</p> <p>d) the Civic Administration BE DIRECTED to continue monitor impacts associated with recreational cannabis and report back to the Community and Protective Services Committee no later than April 2020</p>	December 10, 2018	TBD	R. Wilcox M. Hayward	
6.	<p><u>Administrative Monetary Penalty By-law</u></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 an Administrative Monetary By-law:</p> <p>d) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with information following the initial 12 month implementation period;</p> <p>e) the Civic Administration BE REQUESTED to report back after the 12 month period with respect to</p>	December 10, 2018	TBD	G. Kotsifas A. Drost	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>proposals for implementing the Administrative Monetary Penalty System for other by-laws and what the financial implications would be;</p> <p>f) the Civic Administration BE REQUESTED to investigate and report back to the Community and Protective Services Committee, as soon as possible, with available technology options to limit barriers to people living with disabilities;</p>				
7.	<p><u>Towing Services Review</u> That the communication, as appended to the agenda, from Councillor S. Lewis, with respect to a request for a draft by-law related to the towing industry, BE REFERRED to the Civic Administration for a review and consultation with the industry as well as with law enforcement agencies, including the London Police Service and Ontario Provincial Police, along with a report back to the Community and Protective Services Committee as to whether or not a by-law is required; it being noted that the delegation requests from T. Whitworth and F. Ibrahim, as included on the Added Agenda, will be referred to the above-noted consultation.</p>	January 22, 2019	TBD	G. Kotsifas O. Katolyk	
8.	<p><u>3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u> That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on March 21, 2019:</p> <p>a) the following actions be taken with respect to menstrual products distribution free of charge:</p> <p>i) the Civic Administration BE DIRECTED to provide free menstrual products (pads and tampons) in all public-facing City of London facilities and report back at a future meeting of the Community and Protective Services Committee (CPSC) with respect to the cost associated with this;</p> <p>ii) the Civic Administration BE REQUESTED to explore the option of providing free menstrual products in all remaining City of London facilities, as a pilot project, and report back at a future meeting of the CPSC with respect to the cost associated with this;</p>	April 1, 2019	TBD	L. Livingstone – part i) S. Stafford – part i) A.L. Barbon – part ii) T. Wellhauser – part ii)	