

Community and Protective Services Committee

Report

12th Meeting of the Community and Protective Services Committee
November 5, 2019

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

ABSENT: S. Hillier

ALSO PRESENT: Councillors J. Helmer, A. Kayabaga, S. Turner, M. van Holst; J.
Bunn, H. Chapman, S. Datars Bere, O. Katolyk, G. Kotsifas, A.
Macpherson, M. Schulthess, C. Smith, S. Spring, S. Stafford

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. Salih

Seconded by: E. Pelozza

That Items 2.1 to 2.5 BE RECEIVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and E. Holder

Motion Passed (5 to 0)

2.1 Follow Up Information Report - Parks Winter Garbage Collection

Moved by: M. Salih

Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Parks and Recreation, the staff report dated November 5, 2019, with respect to Parks Winter Garbage Collection, BE RECEIVED. (2019-E07)

Motion Passed

2.2 Animal Services RFP 19-14 Service Agreement Between the City of London and Urban Animal Management Inc.

Moved by: M. Salih

Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated November 5, 2019, BE INTRODUCED at the Municipal Council meeting to be held on November 12, 2019, to:

a) authorize and approve the Agreement, as appended to the above-noted by-law, being a Service Agreement between The Corporation of the City of London and Animal Management Inc.;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-P14)

Motion Passed

2.3 7th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: M. Salih

Seconded by: E. Peloza

That the following actions be taken with respect to the 7th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on October 17, 2019:

- a) J. Braithwaite BE APPROVED as the representative member from the Diversity, Inclusion and Anti-Oppression Advisory Committee to sit on the Community Diversity and Inclusion Strategy Leadership Table;
- b) the following actions be taken with respect to the 2019 Diversity, Race Relations and Inclusivity Award:
 - i) Top Event Productions BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Small Business/Labour (under 50 members) category;
 - ii) 3M Employee Resource Group BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Large Business/Labour (50+ members) category;
 - iii) Big Bike Giveaway BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services/Not for Profit (under 50 members) category;
 - iv) Community Living London BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services/Not for Profit (50+ members) category; and,
 - v) Western Muslim Students Association BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Youth/Young Adult Groups or Organizations category;
- c) the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) work plan:
 - i) the revised attached 2019 DIAAC work plan BE FORWARDED to Municipal Council for approval; and,
 - ii) a draft 2020/2021 DIAAC work plan BE DEVELOPED for presentation to the committee by their January 2020 meeting date; and,
- d) clauses 1.1, 2.1, 2.2, 4.1 and 6.1 BE APPROVED.

Motion Passed

2.4 10th Report of the Accessibility Advisory Committee

Moved by: M. Salih

Seconded by: E. Peloza

That the 10th Report of the Accessibility Advisory Committee, from its meeting held on October 24, 2019, BE RECEIVED.

Motion Passed

2.5 9th Report of the London Housing Advisory Committee

Moved by: M. Salih

Seconded by: E. Peloza

That the 9th Report of the London Housing Advisory Committee, from its meeting held on October 9, 2019, BE RECEIVED.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Maintenance of Vacant Properties - Councillor A. Kayabaga

Moved by: M. Salih

Seconded by: S. Lewis

That the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee, as part of the planned report back in Q1 of 2020, with respect to potential options that may be available to make sure vacant properties, including properties designated under the Ontario Heritage Act, specifically those with Heritage Easement Agreements in place, are kept in good repair, including information on possible actions that could be taken to ensure compliance with the City of London's By-laws, with a focus on public safety, nuisance control, preservation of heritage attributes and demolition by neglect, including but not limited to: the registration of vacant buildings; escalated fines or administrative penalties; and proactive City initiated demolition; it being noted that the communication dated October 16, 2019, from Councillor A. Kayabaga, with respect to this matter, was received. (2019-D19/R01)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and E. Holder

Motion Passed (5 to 0)

4.2 Request for Support of the Canadian Urban Libraries Council (CULC) e-Content Campaign

Moved by: S. Lewis

Seconded by: E. Pelozza

That the Mayor BE REQUESTED to call on the Federal Government to:

- a) investigate the barriers faced by public libraries in acquiring digital publications and the problems these barriers pose for vulnerable demographic groups in Canada; and,
- b) develop a solution that increases public library access to digital publications across Canada and assists public libraries in meeting the cost requirements to acquire digital publications;

it being noted that the communication, dated October 25, 2019, from M. Hamou, London Public Library Board, with respect to this matter, was received. (2019-R02)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and E. Holder

Motion Passed (5 to 0)

4.3 Position Statement - Vaping in Schools and Student Health - D. Bowman - Request for Delegation Status

Moved by: M. Salih
Seconded by: E. Holder

That the following actions be taken with respect to the communication from D. Bowman, University of Western Ontario, related to a request for delegation status to speak to the Community and Protective Services Committee (CPSC) with respect to vaping in schools:

- a) the above-noted delegation request BE APPROVED for the December 3, 2019 CPSC meeting;
- b) the above-noted communication and position statement from the Human Environments Analysis Laboratory Youth Advisory Council (HEALYAC) BE FORWARDED to C. Mackie, Middlesex-London Health Unit for consideration as well as an offer of delegation status at the above-noted CPSC meeting to speak to this matter; and,
- c) the above-noted items BE RECEIVED. (2019-S12)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis
Seconded by: E. Pelozza

That the Deferred Matters List for the Community and Protective Services Committee, as at October 11, 2019, BE RECEIVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and E. Holder

Motion Passed (5 to 0)

6. Confidential

Moved by: M. Salih
Seconded by: E. Holder

That the Community and Protective Services Committee convene, In Closed Session, for the purpose of considering the following:

6.1. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2020 Mayor's New Year's Honour List.

6.2. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2020 Mayor's New Year's Honour List.

6.3. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2020 Mayor's New Year's Honour List.

6.4. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2020 Mayor's New Year's Honour List.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and E. Holder

Motion Passed (5 to 0)

The Community and Protective Services Committee convened, In Closed Session, from 4:40 PM to 4:43 PM.

7. Adjournment

The meeting adjourned at 4:43 PM.

--	--

TO:	CHAIR AND MEMBERS COMMUNITY PROTECTIVE SERVICES COMMITTEE MEETING ON NOVEMBER 5, 2019
FROM:	SCOTT STAFFORD MANAGING DIRECTOR OF PARKS AND RECREATION
SUBJECT:	FOLLOW UP INFORMATION REPORT - PARKS WINTER GARBAGE COLLECTION

RECOMMENDATION

That, on the recommendation of the Managing Director, Parks & Recreation, the Parks Winter Garbage Collection Program and enhanced service options described herein **BE RECEIVED** for information in response to a request for additional information regarding winter garbage collection in City parks.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

August 13, 2019 Community and Protective Services Committee report on the current winter garbage collection system and the issues and costs to have year-round full garbage service in parks.

BACKGROUND

Purpose

The purpose of this report is to provide Council with a response to the following Resolution from the August 13, 2019 Community & Protective Services meeting:

the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee, at a future meeting, with respect to a list of parks within the City of London that currently have garbage pick-up during the winter and a list of parks that are close to roadways, trails or community centres that would be more easily serviced.

Current sites with winter garbage collection

The City of London collects garbage through the “winter”. The winter season begins mid-October and runs until mid-April when staffing levels in parks are reduced from about 225 staff mid-August to 6 by November 1. Each winter, approximately 260 cans are placed in 143 parks City-wide, where City pick-up trucks can easily access the location. Please see Appendix “A” for the list of parks with garbage cans.

After a successful pilot test last winter, staff are arranging for 20 additional small containers (designed for dog waste only) to be installed this fall at high use parks across the City. This enhancement can be accommodated within current Operations budget.

--	--

Sites that additional cans could be placed

Winter garbage collection comes with additional time to provide the service and with on-going issues with can pick-up, due to snow and ice around, on and in cans due to normal winter weather conditions. Placing additional cans in parks is possible without incurring additional costs for snow plowing or alternative equipment acquisitions. These locations would generally be at secondary park entrances at the street frontage. See Appendix “B” for a list of 100 potential garbage can locations.

FINANCIAL

There would be additional staffing costs to increase the current level of service, depending on the number of cans. For example, 100 additional cans (38% increase) would increase the staffing level by one person for the “winter” season (26 weeks) and require an additional truck rental over those months. Total cost of the enhanced service would be approximately \$45,000.

Any full enhancement of the winter garbage service at this time would result in a comparable reduction in the summer parks operations service area to redirect the resources to the winter garbage collection increase in service level.

SUMMARY


Staff recommends adding approximately 20 locations from Appendix “B” this upcoming winter and continue to look into different ways to deliver an enhanced “winter” season park garbage collection process to allow for additional sites. This could include but not be limited to the following:

- A reduced frequency of current can pick up to allow for additional locations to be added.
- Sensors placed in select cans to trial an automation notification of full cans.
- Utilize smaller litter containers that discourage dumping of household waste.
- Establish recycling opportunities in conjunction with waste containers.
- Further investigate the sharing of resources and staff from other service areas.
- Reduction in summer services in the parks operations area to allow for the resources to be redirected to the winter garbage collection.
- Monitor and add additional small dog waste containers.
- Promotional campaign to inform residents to utilize curbside collection for their household waste


PREPARED BY:	RECOMMENDED BY:
ANDREW MACPHERSON DIVISION MANAGER, PARKS PLANNING & DESIGN	SCOTT STAFFORD MANAGING DIRECTOR, PARKS AND RECREATION

--	--


APPENDIX A EXISTING SITES FOR PARK GARBAGE CANS

		<h1 style="margin: 0;">Parks Operations Duty Sheet</h1> <h2 style="margin: 0;">Parks Garbage - District A</h2>					
DATE(y/m/d) ____/____/____		EQUIPMENT # _____		EMPLOYEE(S) _____			
WEATHER CONDITIONS _____							
Shaded Areas Are 70-072							
- PARK LISTING -							
√ = COMPLETED WITH NO ATTENTION REQUIRED. X = ATTENTION REQUIRED							
LOCATION				LOCATION			
West 70-081			East 70-005				
A(1)	Hazeldon South Park			C(1)	Proudfoot Park		
A(4)	Hazeldon North Park			C(1)	Helen Mott Shaw Park		
A(1)	Westdale School			C(3)	Ambleside Park		
A(6)	Oakridge Park			C(1)	Pinnacle Parkettee		
A(1)	Thornwood Park			C(2)	McGarrell		
A(2)	Mud Creek			C(4)	Plane Tree		
A(2)	Huntington Park			C(1)	Villagewalk Commons		
A(2)	Oak Park			C(1)	Pebble Creek Park East&West		
A(3)	Canterbury Park			C(1)	Medway Valley Forest		
A(1)	Cheltenham Park			C(1)	Trooper Mark Wilson Park		
A(1)	Wateroak Park			C(2)	Foxfield Park		
A(1)	Tokala Woods Park			C(1)	Vista Park		
A(1)	Hyde Park SWM at Plano						
West 70-008			East 70-094				
B(1)	Beaverbrook Park			D(1)	Cavendish Park		
B(2)	Capulet Park			D(8)	Blackfriars Park & walkway		
B(2)	Whetherfield Park			D(1)	Sugarcreek Park		
B(1)	Coronation Park			D(5)	West Lions Park		
B(1)	Blackacres Park			D(1)	Empress Park		
B(3)	Gainsborough Park			D(0)	Kensington Park		
B(4)	Medway & LAC			D(2)	University Hgts Park		
B(2)	Thistledown Park			D(2)	Cheham Park		
B(3)	Fox Hollow			D(2)	Peppertree Park		
B(5)	Nor West Park			D(2)	Doncaster Entrances		
B(4)	Jaycee Park			D(1)	A.L. Furanna Park		
B(1)	Maple Grove Park			D(1)	Gretna Green Park		
B(1)	Egerton Woods-Smithers						
BYRON 70-006							
E(1)	Belvedere Place Park			E(1)	Byron River Valley		
E(1)	Grandview Park			E(1)	Thamesridge Park		
E(1)	Griffith St Park			E(4)	River Bend Park		
E(3)	Jorgenson Park			E(1)	Cotville Park		
E(1)	Scenic View Park			E(2)	Byron Hills Park		
E(1)	Somerset Woods Park			E(2)	Whisperwood Park		
E(1)	Summercrest Park			E(2)	Mckillop Park		
E(1)	Lookout Ct						

--	--


 London OH	<h2 style="margin: 0;">Parks Operations Duty Sheet</h2> <h3 style="margin: 0;">Parks Garbage - District B - Sheet 2</h3>				
DATE <i>dd / mmm / yyyy</i> EQUIPMENT # _____	EMPLOYEE(S) _____				
WEATHER CONDITIONS _____	_____				
- PARK LISTING -					
√ = COMPLETED WITH NO ATTENTION REQUIRED X = ATTENTION REQUIRED					
LOCATION	√	X	LOCATION	√	X
AREA 3			AREA 4		
Northcrest (2)			Farnsborough Park (1)		
Virginia Park (5)			Meander Creek (1)		
Heron Haven (2)			Flanders Park (2)		
Forest Hill Park (2)			Genevive Park (1)		
South Wenige Park (2)			Path - Cecilia to Cheapside (1)		
Stephens Farm (1)			McCormick/Connaught (3)		
Creekside Park (1)			Mornington Park (6)		
			Boyle (4)		
Walkway @ Milestone(1)			CHOCC (4)		
Constitution Park (4)			McMahen Park (5)		
Dalkeith (2)			Piccadilly Park (6)		
Fanshawe Optimist Park (1)			Pawnee Park (1)		
Cedar Hollow Park+ SWM (2)			Powell Park (1)		
Meander Park (1)			Sevilla Park Place (1)		
Cayuga Park (1)			Lorne Ave (2)		
Huronview (Bentley) (2)					
Northeast Park (5)					
Smith Park (1)					
Carling Park (2)					
Bellwood Park (2)					
Culver Park (1)					
ATTENTION REQUIRED					
Completed: <i>dd / mmm / yyyy</i>			By: _____		
Completed: <i>dd / mmm / yyyy</i>			By: _____		

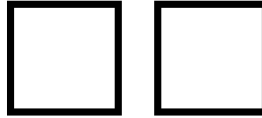
--	--

 London CANADA	<h2 style="margin: 0;">Parks Operations Duty Sheet</h2> <h3 style="margin: 0;">Parks Garbage - District C</h3>
DATE <i>dd / mmm / yyyy</i> EQUIPMENT # _____ EMPLOYEE(S) _____ WEATHER CONDITIONS _____ _____ _____	
- PARK LISTING -	
LOCATION	LOCATION
BEAT 1	BEAT 3
Kiwanis Park: (17 Total)	Frederick Park (1)
- Skate Park (3)	Watson Street Park at Front St (1)
- East of Skate Park (3)	Watson Street Park (1)
- Baseball/Playground (8)	Chelsea Green Park (3)
- Splash Pad (5)	Thames School (1)
Oak Bush (3)	Vauxhall Park (4)
East Lions Park (3)	Frisbee Golf (5)
Forest View Park (2)	St. Julien Park (8)
Mildred Barons Park (1)	Bike Path (8)
Bonaventure Park (4)	River East Optimist Park (2)
Grampian Woods (1)	Pottersburg Dog Park (2)
Nelson Park (2)	Sheffield BLVD. (@ roundabout) (1)
Admiral Park (1)	Gore Rd. (1)
Glass Ave (1)	Tweedsmuir/ Laurentian (1)
	Highbury Pumping Station 5 (Bi-weekly)
BEAT 2	BEAT 4
Meredith Park (2)	Rowntree Park (2)
Maitland Park (1)	Glen Cairn Park North (2)
Bonaventure Splash Pad (1)	Glen Cairn Park East (2)
Fairmont Park (2)	Naiomi Almeida Park (2)
Trafalgar/Hale Roundabout (2)	Shelbourne Park (1)
River Forks Park (2)	South East Optimist Park (5)
Becher Street (1)	Carroll Park (2)
C.N.R.A. Park (5)	Meadowgate Park (5)
Horton Park South (1)	Meadowlily Rd - Both sides of bridge (3)
Richard B. Harrison (2)	Ceaser Dog Park (2)
Silverwood Park (3)	VMP and Bradley Carpool Lot (2)
Oakland Ave. (1)	Parkwood (2)
COMMENTS	
Completed: <i>dd / mmm / yyyy</i> By: _____	

Supervisor / Lead Hand Signature _____

--	--

 <p>London CANADA</p>	<p><u>Parks Operations Duty Sheet District D</u></p> <p><u>Garbage</u></p>		
<p>Date Year/Month/Day</p>			
<p>Equipment Number</p>			
<p># of Needles Picked Up</p>			
<p>√ = Completed X = Completed with attention required</p>			
Area 1	Area 2		
Thames Park	4	Paul Haggis Park	2
Belvedere Park	1	Westbury Park	1
Whortley Fields(Normal School)	1	Viscount woods	2
Charles Hunt Park (Carfrae Park)	1	Jesse Davidson Park	4
Farquharson Arena	1	Westmount Lions Park	2
Rosel Park	1	Village Green Park	1
Dunkirk Place Park	2	Arthur Ford Park	1
Duchess Park	1	St Lawrence Park	1
Murray Park	2	Belmont Park	1
Elmwood Park	1	Basil Grover Park	3
Springbank Flats	1	Highview Park	1
The Coves	1	Highland Woods	1
Kensal Park	2	Mitches Park	2
Berkshire Park (upper/lower)	2	Cleardale Park	1
Southcrest Pool	1	Winblest Park	1
Euston Park Highland/emery entrance	1	Earl Nichols Park	1
<p>Attention Required</p>			
<p>Completed By</p>		<p>Date Year/Month Day</p>	
<p>Needle Locations</p>			
<p>Supervisor / Lead Hand Signature</p>			
<p>Remember - "Risk Management" is everyone's business. 😊</p>			



APPENDIX B POSSIBLE SITES FOR ADDED GARBAGE CANS

Park Name	Park Address	Operations Dis	Electoral Ward
Oak Park	1207 Royal York Rd	A	8
Medway - Aquatic Centre	1125 Wonderland Rd N	A	7
Wateroak Park	2245 Wateroak Dr	A	7
Jaycee Park	1830 Aldersbrook Rd	A	7
Hyde Park SWM	1695 Hyde Park Rd	A	7
Tokala Woods Park	3150 Tokala Trail	A	7
Cavendish Park	136 Cavendish Cres	A	13
Blackfriars Pathways	2 Cummings Ave?	A	13
Jorgenson Park	1308 Norman Ave	A	9
Scenic View Park	80 Chalet Cres	A	9
Summercrest Park	30 Alomar Dr	A	9
Kains Woods Trail	2190 Kains Rd	A	9
Pinnacle Parkettes	1810 Pinnacle Pky	A	7
McGarrell Walk	250 McGarrell Dr	A	7
Plane Tree Park	214 Plane Tree Dr	A	7
Riverbend Park	1585 Riverbend Rd	A	9
Villagewalk Commons	160 Villagewalk Blvd	A	7
Vista Park	1075 Melsetter Way	A	7
Gretna Green Park	108 Lonsdale Dr	A	6
Egelton Woods @ Elson Rd Entrance		A	7
Egelton Woods @ Smither Entrance		A	7
Valley Run Park	1972 Valleyrun Blvd	A	7
Mornington Park @ Opposite from 481 Mornington	800 High Holborn St	B	4
Cedar Hollow Park @ Cedar Park Dr	564 Killarney Rd	B	3
Doidge Park	300 Cromwell St	B	6
Ted Early @ Mohegan Park	1369 Clarke Rd	B	3
Smith Park	194 Brampton Rd	B	4
North East Park @ Huron St	1050 Victoria Dr	B	4
North East Park @ Victoria St	1050 Victoria Dr	B	4
Picadilly Park x 2	695 Waterloo St	B	13
C.H.O.C. @ Community Garden	656 Elizabeth St	B	4
Boyle Community Centre/Park x 2	530 Charlotte St	B	4
Adelaide St Wells Park	1220 Adelaide St N	B	3
Arbour Glen @ ?3		B	
North London Athletic Fields x 2	1225 Adelaide St N	B	6
Killally Rd @ Staghorn Cres		B	3
Fanshawe Optimist Little League Park	65 Tweed Cres	B	5
Farnborough Park	1071 Farnborough Cres	B	3
Glen Cairn Park N. @ Thompson and Emerson	150 Helena Ave	C	1
Glen Cairn Park E. @ Arlington Cres. Playground	170 Helena Ave	C	1
Bonaventure Meadows Park Spray Pad	150 Vaubois Pl	C	2
Glen Cairn Arena Parking Lot	370 Chippendale Cres	C	1
TVP @ Children's Museum	~21 Wharmcliffe Rd S	C	13
VMP @ Bradley Ave Car Pool Lot x2	2470 Bradley Ave	C	14
Caesar's Dog Park	941 Commissioners Rd E	C	14
Sheffield Blvd Roundabout		C	14
Horton Park South @ Bus Stop	75 Horton St E	C	13
Pottersburg Dog Park	1139 Hamilton Rd	C	1
Kiwanis Park @ Moffatt St Entrance	1475 Brydges St	C	2
Kiwanis Park @ Borden St Entrance	1475 Brydges St	C	2
Highbury Ave S. Pumping Station		C	
Meadowgate Park	3155 Meadowgate Blvd	C	14
Hale St @ Trafalgar Roundabout		C	2
South East Optimist Park @ Banbury Walkway	237 Deveron Cres	C	14
Three Valley Park @ Cairn St	234 Cairn St	C	1
Frederick Park @ Frederick Cres	1940 Frederick Cres	C	1
Hamilton Rd Pocket Park		C	
Evergreen Park @ Evergreen Ave	60 Evergreen Ave	C	13
Cleardale Park @ 80 Dulaney	817 Nixon Ave	D	12
Cheswick Park @ 102 August Cres	88 Lacey Cres	D	12

Agenda Item # Page #



Whiteoaks Park @ 1394 Ernest Ave	1394 Ernest Ave	D	12
Whiteoaks Park @ 52 Renny Cres	1394 Ernest Ave	D	12
Whiteoaks Park @ 1267 Jalna Blvd	1394 Ernest Ave	D	12
Ebury Park @ 165 Millbank De	112 Ebury Cres	D	14
Nicholas Wilson Park @ 92 Mendip Cres	16 Fitzroy Pl	D	14
Westmount Lions Park @ 339 Village Green	784 Viscount Rd	D	10
Cresthaven Park @ 750 Longworth Rd	104 Parks Edge Cres	D	10
Southwest Optimist Park @ 23 Kerrigan Crt	682 Southdale Rd W	D	10
Raleigh Parkette	6760 Raleigh Blvd	D	9
Lambeth Arena @ Field House	7112 Beattie St	D	9
Westminster Optimist Park @ 87 Dulaney	650 Osgoode Dr	D	14
Vanderlinder Parkette	3540 Settlement Trail	D	9
Talbot Village Wetland @ 6955 Loyalist pl	6955 Loyalist Pl	D	9
Settlement Trail @ 6955 Raleigh Blvd	6959 Raleigh Blvd	D	9
Dingman Creek Conservation Area		D	
Lambeth Bulk Water Station		D	
Arthur Ford Park	671 Viscount Rd	D	10
Shaftesbury Park	85 Downing Cres	D	14
Springbank Flats	67 Springbank Dr	D	11
Pincomb Drain 2		D	10

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES MEETING ON NOVEMBER 5, 2019
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES & CHIEF BUILDING OFFICIAL
SUBJECT:	ANIMAL SERVICES RFP 19-14 SERVICE AGREEMENT BETWEEN CITY OF LONDON AND URBAN ANIMAL MANAGEMENT INC.

RECOMMENDATION

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

- a) the attached proposed By-law (Appendix "A") to authorize a service agreement between the City and Urban Animal Management Inc. (UAM Inc.) for animal services as set out within RFP 19-14 **BE INTRODUCED** at the Municipal Council meeting to be held on November 12, 2019; and
- b) The Mayor and City Clerk **BE AUTHORIZED** to execute the agreement substantially in the form of the agreement attached as (Schedule "A") to the attached By-law.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
--

Council – August 27, 2019 – RFP 19-14 Animal Services

BACKGROUND

RFP 19-14 sought out contracted services for sheltering, adoptions, pet identification, licensing and registration, by-law enforcement and animal control, as well as community and parks patrol.

On August 27, 2019 Council resolved:

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the Animal Services contract, RFP 19-14, recognizing the vision for animal services where all pets have a caring, respectful and responsible home:

d) that Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with this contract.

CONCLUSION

Animal care and control services play a dynamic role in the community; now commonly referred to as an animal shelter or care centre, the focus is on achieving, at minimum,

the five freedoms as set out by the Society for the Prevention of Cruelty for Animals for all animals in their care. More shelters and/or communities have added a sixth freedom: the freedom from premature end of life for animals who are not terminally ill or dangerous. In 2013, Council resolved to be a “no kill” community recognizing the vision for animal services where all pets have a caring, respectful and responsible home. Civic Administration is confident that this provider, under this agreement will meet or exceed the agreement expectations.

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

cc: David G. Mounteer, Solicitor II

APPENDIX "A"

Bill No.

By-law No.

A By-law to authorize a service Agreement between The Corporation of the City of London and Urban Animal Management Inc. and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS The Corporation of the City of London (the "City") wishes to provide animal services to the community;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The Agreement attached as Schedule "A" to this By-law, being a service Agreement between the City and Urban Animal Management Inc. is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –

SCHEDULE "A"

SERVICE AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2019.

BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the City)

AND

URBAN ANIMAL MANAGEMENT INC.
(hereinafter referred to as UAM Inc.)

WHEREAS the City has adopted a policy on animal welfare services which establishes a target for adoption rates and reduced euthanasia rates;

AND WHEREAS the services and programs to be provided by UAM Inc., are to contribute to a live release rate of 90% to be achieved on a collaborative basis in partnership with the other contributions of other animal welfare programs and service providers;

AND WHEREAS the City has contracted 3 programs, offered by 2 separate service providers being those of UAM Inc., for shelter/pound/adoption services at 121 Pine Valley Blvd., London ON, and for cat adoption services at 756 Windermere Rd., London ON; and Veterinarian Services provided at 1021 Wonderland Rd. South, London ON. All services are to be provided on a collaborative basis with each service being reported and evaluated separately so that each provider and program will contribute to the overall common goal of the City of London to remain a no euthanasia community;

AND WHEREAS the City has an Agreement with UAM Inc., as one of the contributors, to provide animal control, pound and licensing services, and adoption services in accordance with Civic Council Resolution dated August 27th, 2019 (attached);

AND WHEREAS services and programs to be provided by UAM Inc., will be governed by the provisions of this Agreement which reflect the City's current approval program for the delivery of two of its animal welfare contributors;

AND WHEREAS this Agreement embodies the entire Agreement and supersedes any other understanding or Agreement, collateral, oral or otherwise, existing between the parties at the date of execution and relating to the subject matter of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties thereto covenant and agree, each with the other as follows:

DEFINITIONS

1. For the purpose of this Agreement including attachments (hereinafter referred to as the Agreement), unless a contrary intention appears:
 - a) "After Hours' Emergency Service" means an unforeseen combination of circumstances which calls for immediate action, and includes emergency services for sick, rabid, injured and dying animals and wildlife. In addition for Stray Dogs and Confined Cats (as hereinbefore defined) emergency service includes situations where these animals are in the action of posing an immediate threat to public safety, Eg. (bite occurrences and/or aggressive behaviour towards people or animals). "After Hours' Emergency Service" may also include providing assistance to London Police Services, Middle-Sex London Health Unit, and Humane Society London Middlesex when an unforeseen combination of circumstances calls for partnered emergency action.
 - b) "Animal Control" includes:
 - i) Stray dogs and stray pit bull dogs;
 - ii) Confined cats but subject to the terms of this Agreement;
 - iii) Sick, injured or dying domestic animals and sick, injured or dying wild animals, except for those animals for which services shall be provided for by the Humane Society London Middlesex;
 - iv) Parks patrol subject to the terms of this Agreement.

- c) "Animal Control Officer" means a person appointed by the City Poundkeeper whose duties include the administration and enforcement of Animal Control By-law PH-3, as amended from time to time, or any successor by-law, Dog Licensing & Control By-law PH-4, as amended from time to time, or any successor by-law, Dogs Off Leash Areas By-law PH-7, as amended from time to time, or any successor by-law, Pit Bull Dog Licensing By-law PH-12, as amended from time to time, and any successor by-law, and the enforcement of the *Dog Owners' Liability Act*, R.S.O. 1990 with specific reference to pit bull dogs namely Ontario Regulation 157/05, as amended from time to time, or any successor legislation.
- d) "Animal Control Services" means the delivery of all services described in Schedule "B" within the Service Area in relation to animal control.
- e) "Animal Licensing Services" means the process whereby dog and cat owners purchase their license or registration of pet identification, and includes a renewal process undertaken by UAM Inc. as described in Schedule "C".
- f) "By-law or Provincial law" means the by-law of the City or Provincial law as amended from time to time or any re-enactment of or successor to such by-law or provincial law.
- g) The "Cat Adoption Facility" means a City owned property and the buildings located at 756 Windermere Rd., London ON, awarded under this Agreement to UAM Inc. in order to facilitate cat adoptions, and to provide temporary housing for adoptable cats transferred primarily from London Animal Care Centre, and as a secondary source as space permits, local approved Fostering Organizations.
- h) The "City" means The Corporation of the City of London as being represented by the Managing Director, Development and Compliance Services (hereinafter referred to as the "Managing Director") or his designate who shall be responsible for the administration of this Agreement.
- i) "City Companion Animal Hospital" means the CVO accredited facility, currently located at 1021 Wonderland Rd. South, London ON; managed by the City, known as London Animal Shelter Services (LASS).
- j) "City Poundkeeper" means the person or agency as appointed by London Municipal Council and is UAM Inc. pursuant to the Public Pound By-law PH-5, whose duties include the administration and enforcement of the provisions of the Public Pound By-law of the City, the *Pound Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-laws and legislation and except as otherwise provided for and addressed in this Agreement.
- k) "CVO" means College of Veterinarians of Ontario.
- l) "Confined Cat" means a cat that has been captured by a London resident or visitor and delivered to the Pound Facility, which is described as being located at 121 Pine Valley Boulevard, London Ontario, N6K 3T6.
- m) "Community Cat" means a cat that is un-owned, free roaming, living mostly outdoors. Community Cat also refers to a cat in a managed Trap Neuter Return (TNR), or unmanaged Shelter Neuter Return (SNR) program which have been approved by the City.
- n) "Companion Animal Hospital" means an accredited facility where a Veterinarian performs surgeries and medical procedures, as regulated by the CVO.
- o) "Fundamental Breach by UAM" means an act or omission on the part of UAM Inc., which results in a total cessation of services to be delivered by UAM under the within Agreement for more than five (5) consecutive days, the bankruptcy of UAM Inc., the transfer or assignment of the interest of UAM Inc. in the Agreement without the approval of the City, or the failure by UAM Inc. to maintain insurance.
- p) "Fundamental Breach by the City" means an act or omission on the part of the City, which results in a total cessation of services to be delivered by UAM under the within Agreement for more than five (5) consecutive days.

- q) “Non-active Service Areas” mean sewers, drains and culverts, outdoor elevations above ground (e.g., rooftops), airport lands, railway lands, and other federally owned or operated lands, trees and utility poles, rivers, streams, creeks and all bodies of water and wetlands.
- r) “Satisfactory”, “approved”, “adequately”, “suitably”, or similar words or phrases mean “satisfactory” and so forth to the City, acting reasonably.
- s) “Service Area” means all lands within the municipal boundaries of the City of London, save and except those areas designated as Non-active Service Areas, as of the date of this Agreement.
- t) “Service Areas for Bite Investigations” means all lands within the municipal boundaries of the City of London, as of the date of this Agreement.
- u) “Stray Dog” means a dog deemed to be running at large when found in any place other than the premises of the owner (as defined in by-laws PH-4, and PH-12) of the animal and not under control by means of a leash.
- v) “Veterinarian” means a person who is qualified to practice veterinary medicine as a Doctor of Veterinary Medicine, who is licensed and in good standing with the CVO, and includes Locum Veterinarians with the same credentials and standing with CVO.

TERM OF AGREEMENT

2. The terms of this Agreement shall be for a period of five (5) years commencing November 1st, 2019 and ending October 31st, 2024. The City at its absolute sole discretion shall have the option to renew the contract for an additional three (3) year period in one (1) year increments.

SERVICES

3. Within the Service Area and the Service Area for Bite Investigations, UAM Inc. shall deliver the following services as more specifically described in the Schedules which are attached hereto and form part of the Agreement:

Schedule “A” Shelter Facility Services/Programs related to Stray & Impounded Animals
 Schedule “B” Animal Control Services
 Schedule “C” Animal Licensing/Identification Services
 Schedule “D” Pound Services
 Schedule “E” Animal Control Services – Pit Bull & Dangerous Dogs
 Schedule “F” Animal Licensing Services – Pit Bull Dogs
 Schedule “G” Pound Services – Pit Bull Dogs
 Schedule “H” Cat Adoption Facility Hours of Service - Operation/Upkeep (Catty Shack)
 Schedule “I” Freedom of Information and Protection of Privacy

REMUNERATION

4. Remuneration for the services and programs provided by UAM under the terms of this Agreement shall be paid to UAM Inc. or the City as follows:

UAM Inc. shall receive an annual total cost for services of \$2,250,580, adjusted annually by the Consumer Price Index of Ontario commencing November 1st, 2019, and again each November 1st for the duration of the Agreement. The total annual cost shall be divided evenly into 12 monthly payments. These monthly payments, representing 1/12th of the annual total cost for service, shall be made at each month end, in arrears.

Although UAM Inc. will manage and maintain the Pet Identification and Licensing program, any fees collected by the City from Licenses and Identification issuances which it issues through the City and other designated locations shall be fully verified, reconciled and retained by the City. The City shall inform UAM Inc. at each month end for reconciliation purposes.

The City shall inform UAM Inc. of the reconciled total tags sold and fees collected by the City, at the end of each month end, so UAM Inc. can include these numbers for required reconciliation and reporting purposes when submitting the monthly invoice.

5. Other items associated with remuneration for existing or proposed services:
- a) While to City operates a companion animal hospital, the City agrees to the combined total annual cost of \$60,000 for the services of a Registered Veterinary Technician, and an Animal Care Assistant at the City operated companion animal hospital. This cost will be adjusted annually by the Consumer Price Index of Ontario commencing November 1st, 2019, and again each November 1st for the duration of this Agreement, or until a time that the service is no longer required, whichever comes first. The total annual cost shall be divided evenly into 12 monthly payments. These monthly payments, representing 1/12th of the annual total cost for service, shall be made at each month end, in arrears. Should the City decide to no longer operate a companion animal hospital UAM Inc. would receive a minimum of 60 days notice prior to the cancellation of this service.
 - b) While to City operates a cat adoption centre, the City agrees to the total annual cost of \$108,042 for the services of a cat adoptions, and a satellite pet identification and licensing office. This cost will be adjusted annually by the Consumer Price Index of Ontario commencing November 1st, 2020, and again each November 1st for the duration of this Agreement, or until a time that the service is no longer required, whichever comes first. The total annual cost shall be divided evenly into 12 monthly payments. These monthly payments, representing 1/12th of the annual total cost for service, shall be made at each month end, in arrears. Should the City decide to no longer operate a cat adoption centre UAM Inc. would receive a minimum of 60 days notice prior to the cancellation of this service.
 - c) UAM Inc. shall remit to the City 20% of all adoption fees collected at London Animal Care Centre and at the City Cat Adoption Centre.
 - d) UAM Inc. will retain 75% of each first time licensing or pet identification fee, and UAM Inc. will remit the remaining 25% of each first time licensing or pet identification fee to the City. This pertains only those new licenses generated during the May through August Proactive Licensing Program.
 - e) The monies payable under the Agreement are compensation for all materials, parts, tools, equipment, labour, bonding and compensation costs, including items required for protection of workers or public health and safety, as well as all other costs related to the performance of this Agreement, whether specifically stated or not.
 - f) Despite clause a) above the monies payable under the Agreement do not include the materials, parts, tools, equipment, labour, bonding and compensation costs related to a City contracted Veterinarian, a potential future mobile spay neuter facility and related operational costs including maintenance of equipment and facility, utilities, taxes, permit fees, and do not include the proposed mobile microchip unit and the enhanced medical services and treatments as set out in RFP 14-17 and the resulting City contract with a Veterinarian.
 - g) Should the City wish to add new Animal Control Services, Animal Licensing Services, or Pound Services or should significant changes to how a City By-law is to be administered/enforced or should significant changes occur to Provincial legislation and regulation, and prior to the delivery of such new or additional services, the City and UAM Inc. shall upon agreement of the new service negotiate a price for service delivery subject to Municipal Council approval. Should the parties be unable to negotiate a price for the new or additional services, the City and UAM Inc. agree that the issue shall be resolved in accordance with this Agreement.
 - h) The City retains the rights to establish, and an obligation to coordinate animal welfare services with other service providers who agree to, in good faith, work in a cooperative environment with both the City and UAM Inc. but shall not impact UAM Inc. services from a resource, financial or service delivery perspective.
 - i) Minor amendments to animal control services in this Agreement shall be accommodated by UAM Inc. through discussion with the City and possible minor adjustment in delivery of existing services. Minor amendments shall not have a financial impact on UAM Inc. Where the City and UAM Inc. are unable to come to an agreement on the addition of minor amendments, the process outlined in the Disputes portion of this Agreement will be relied upon.

- j) This Agreement is subject to Harmonized Sales Tax (HST), shall be in addition to and not included in the calculation of the sums hereinbefore provided and shall be paid by the City to UAM Inc. and remitted by UAM Inc. in accordance with application legislation.

PROSECUTIONS

6. Prosecutions under the following by-laws shall be handled by the City's Prosecution Services or its agent:

- a) By-law PH-3 Animal Control
- b) By-law PH-4 Dog Licensing & Control
- c) By-law PH-7 Dogs Off Leash Areas By-law
- d) By-law PH-12 – Pit Bull Licensing By-law
- e) Dog Owner's Liability Act (DOLA)

7. Dog Owner's Liability Act (DOLA) – Part III Charges

When it is more appropriate to lay a Part III charge under DOLA, UAM Inc. will:

- a) Review file documents and prepare summons; swear information before a Justice of the Peace prepare evidentiary package and send to Provincial Prosecutor
- b) Follow-up with Provincial Prosecutor as required prior to trial date

8. DOLA — Proceedings

When it is more appropriate to submit a Part IX Proceeding (Application for an Order) UAM Inc. shall:

- a) Take the lead and prepare all required documentation for the Courts including swearing the Statement of Summons
- b) Be required to provide such evidence as is available to the Prosecutor and be available as a witness including any necessary preparation requirements.

GENERAL

9. UAM Inc. shall not perform any animal control and pound services in any other municipality except to the extent that grants or payments from such municipalities have been made in sufficient amount to satisfy all costs and expenses of UAM Inc., services to such municipalities and such services to other municipalities shall not affect the level of service being provided by UAM Inc. to the City in accordance with the terms of this Agreement.
10. The City shall provide, at its cost, all approved animal control forms and promotional materials.

COMPLIANCE WITH REGULATIONS

11. Subject to the terms of this Agreement, UAM Inc. shall in all respects abide by and comply with all lawful rules, regulations and by-laws of the Federal, Provincial or Municipal Government in any manner affecting the operations conducted by UAM Inc. herein.

LICENSES AND PERMITS

12. UAM Inc. shall, at their own cost and expense, procure, maintain and keep available for inspection such licenses, permits or approvals from Federal, Provincial, Municipal or other Government authorities, as may be necessary to enable UAM Inc. to furnish the services and conduct the operations provided for in this Agreement, it being noted that radio permits are paid for by the City.

SAFETY

13. UAM Inc. shall perform all work and deliver all services under this Agreement in accordance with requirements of the Ontario Occupational Health and Safety Act and applicable Regulations and their safety policy and procedures. Should circumstances render UAM Inc. unable to comply with these requirements, UAM Inc. shall immediately notify the Managing Director.

14. UAM Inc. shall ensure the company's management, supervisors and employees are trained, qualified and possess the necessary certifications to perform all work and deliver all services in compliance with any federal, provincial and municipal regulatory codes, acts, law and by-laws.
15. Should any vehicle accident occur during UAM Inc.'s performance of work for the City, UAM Inc. shall immediately notify the City of London Dispatch Office at 519-661-4965. Subject to the direction of the Managing Director, UAM Inc. may be required to provide the City with a written report of the details of the vehicle accident and any related personal injury.
16. Should any critical injury or illness, as defined in the Occupational Health and Safety Act, occur to any person or worker during UAM Inc.'s performance of work for the City, UAM Inc. shall forthwith notify the Managing Director.

UAM Inc.'s shall forthwith notify the Managing Director of any orders, fines, or interactions with regulatory authorities such as the Ministry of Labour that arises as a result of a critical injury or illness.

17. Prior to providing services under this Agreement UAM Inc. shall submit to the City:
 1. UAM Inc.'s health and safety policy;
 2. A list of health and safety-related training and instruction that UAM Inc. provides to its personnel and/or requires its personnel to undertake;
 3. UAM Inc.'s procedures describing actions taken in the event of an accident, fire, medical emergency, or other emergency; and
 4. The names of personnel of UAM Inc. in possession of a valid First Aid Certificate.
18. In the event of any dispute between UAM Inc. and the City with respect to UAM Inc.'s compliance with any safety, contractual requirements, UAM Inc. and the City agree that the issue shall be submitted to mediation/arbitration in accordance with this Agreement.

SECURITY

19. UAM Inc. shall submit to the City, within ten (10) working days after the receipt of notice to do so by the City, a Performance Bond guaranteeing the full and faithful performance of the work for services to be provided, in the amount of \$1,209,311.00 Dollars by:
 1. A bonding agency licensed to operate in the Province of Ontario and only on the City standard Form of Bond; or
 2. An Irrevocable Letter of Credit in the amount of \$1,209,311.00 Dollars from a recognized Financial Institution in a form acceptable by the City Treasurer.

INSURANCE AND INDEMNIFICATION

20. UAM Inc. shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by UAM Inc., its agents, officers, employees or other persons for whom UAM Inc. is legally responsible.
21. UAM Inc. shall maintain comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect of UAM Inc.'s operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses. UAM Inc. shall submit on an annual basis, in advance of expiry a completed Insurance Certificate which provides for a minimum of thirty days notice in advance of cancellation of such insurance.
22. The policies shown above shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

23. UAM Inc. shall not commence work until such time as the required bond/letter of credit has been approved by the City Treasurer and satisfactory the evidence of insurance has been filed with and approved by the Risk Management Division of the City. UAM Inc. shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the Agreement.

REPORTING TO THE CITY

24. UAM Inc. shall prepare monthly shelter service statistics specific to all animals and activities based upon the distinct functions completed at 121 Pine Valley Blvd and 756 Windermere Rd. by way of separate reports specific to each facility. Reports are independent of one another and evaluated on a basis specific to the facility. Monthly shelter service statistics related to animals and activities approved by the Managing Director include but not limited to:

- (i) Licensing and Registration Activities and monthly financial reports for:
 - a) new applications for cats
 - b) new applications for dogs
 - c) new applications for cats via a foster adoption
 - d) new applications for dogs via foster adoptions
 - e) renewals for cats
 - f) renewals for dogs
 - g) renewals for Pit Bull dogs
 - h) service dog applications

- (ii) Shelter Intake:
 - a) cats
 - b) dogs
 - c) Pit Bull dogs
 - d) Wildlife/other

- (iii) Euthanasia, separated into distinct categories for:
 - a) number euthanized due to space constraints
 - b) euthanized due to age or illness
 - c) euthanized due to behavioural constraints

- (iv) Live Release Rate for each cats and dogs:
 - a) claim activities
 - b) all adoption activities
 - c) transfer activities to the City Cat Adoption Centre
 - d) transfer to other organizations or agencies
 - e) Pit Bull dog activities

- (v) Wildlife/other activities

- (vi) UAM Inc. agrees to undertake the following:
 - a) maintain accurate and up to date records of all substantive provisions of the service provided including statistical reporting
 - b) provide a monthly summary report to the City of services provided

- (vii) The City agrees to undertake the following:
 - a) acknowledge and review the monthly summary report prepared by UAM Inc.
 - b) bring to the attention of UAM Inc. any Agreement compliance issues identified in the monthly monitoring report within ten (10) business days from the receipt of the report.

- (viii) Additional reporting requests shall be discussed and agreed upon between the City and UAM Inc. prior to new reporting requirements and information being produced and publically reported.

PERFORMANCE MONITORING

25. Mandatory unannounced inspections of the municipal shelter at 121 Pine Valley Blvd., and at the cat adoption centre at 756 Windermere Rd., London Ontario, shall be conducted by the City no less than four (4) times per year. Each inspection will be documented with the date, time, and findings of the inspection. The Ontario Ministry of Agriculture and Food will continue to be responsible for Pound compliance under their governing regulations; and the College of Veterinarians of Ontario will continue to be responsible for the practices of the Veterinarian(s).
26. The City will implement a written complaint review process whereby:
- a) The City and UAM Inc. recognize the need to deal openly and timely where a concern is expressed by a Londoner or agency with respect to animal welfare, by-law compliance, limitation of contracted services or Agreement fulfillment, the City and UAM Inc. agree to the following complaint process (for the purposes of this section, business days refer to days City Hall is open and accessible to the public for services):
 - b) Where UAM Inc. receives a written complaint from the public, UAM Inc. agrees to forward the complaint to the City within two business days of receipt of the complaint. Further, during the initial contact the complainant will be encouraged to contact the City.
 - c) Where a written complaint is received by the City, the City will evaluate the details of the complaint relevant to the Agreement with UAM Inc. to determine if an investigation is required.
 - d) Where an investigation of the complaint is deemed to be required, the City shall notify UAM Inc. in writing within 30 days of receipt of the complaint. Subject to MFIPPA the City shall include the details of the complaint. Personal information can only be forwarded with the consent of the individual. UAM Inc. will not be responsible for responding to complaints which are anonymous and/or without the specific details required to conduct an inquiry into the complaint(s). The City recognizes that for UAM Inc. to investigate and respond to a complaint forwarded by the City, specific details including date, time, parties involved, concerns/issues are essential for a comprehensive review. Response to anonymous complaints or complaints coming from parties not directly involved will be at the discretion of the City and UAM Inc.
 - e) In all cases, where a written complaint is received and UAM Inc. has been notified that an investigation is required, UAM Inc. will have the opportunity of investigating and responding to the City within ten business days of receipt of notification of the complaint.
 - f) The City will have the discretion, at its expense, to investigate complaints, including retaining an independent party to investigate the complaint, ask appropriate governing bodies (i.e. The Ontario Ministry of Agriculture, Food and Rural Affairs) to conduct an investigation, or ask UAM INC. to investigate the complaint.
 - g) Where circumstance dictates specific action is required, the City will provide adequate time for UAM Inc. to take appropriate action to remedy the compliance issue as agreed upon by both parties.
 - h) Upon completion of the investigation, the City will report back to all parties included in the original written complaint with their findings indicating:
 - (i) no compliance issues found, or
 - (ii) where compliance issues identified the actions taken to remedy such concerns.
 - i) In all cases where an investigation is completed and UAM Inc. is notified of the results of the investigation, UAM Inc. will be given an opportunity to respond to the findings within ten (10) business days of receipt of the findings.
27. The City and UAM Inc. agree on the need for ongoing monitoring and reporting of Agreement compliance and undertake to the following:
- (i) UAM Inc. agrees to undertake the following:
 - a) provide separate reporting on any service quality complaints that are confirmed to be valid that where brought to the attention of UAM Inc. by the City under section 26 of this Agreement. The reporting will include a description of the complaint, facts obtained from

the investigation of the complaint, a summary of Agreement compliance with respect to the complaint, and a list of corrective actions if any to address the complaint.

(ii) The City agrees to the following:

- a) prepare a quarterly report on Agreement compliance in the form of a letter to UAM Inc. identifying any valid Agreement compliance issues and specifying remedies to address these issues. Where there are no Agreement compliance issues the City will certify that UAM Inc. is fully compliant with the Agreement.
- b) the City's quarterly monitoring report will address any valid complaints and set out the remedies to address the complaint.
- c) the City will prepare an annual monitoring report addressing Agreement compliance, service statistics, and complaint investigations.
- d) where the City fails to provide a monitoring report within thirty calendar days of each quarter and annual anniversary, the City acknowledges by this agreement that UAM Inc. will be deemed to be fully compliant with this Agreement.

OTHER CITY MANAGED PROGRAMS AND INITIATIVES AND THE ROLE OF UAM Inc.:

28. APPROVED FOSTERING ORGANIZATION PROGRAM

- a) UAM Inc. shall be required to implement a modified licensing renewal program to accommodate the \$0 fee requirement until the second renewal year.
- b) In future should the City implement a Foster Registry UAM Inc. shall maintain the registry at no additional service fee to the City, and the details of such registry shall be developed in a collaborative manner between the City and UAM Inc.

29. SHELTER NEUTER (or spay) RETURN (SNR) CAT PROGRAM

- a) UAM Inc. shall be required to return healthy feral cats following their spay/neuter surgery recovery period to their location of capture and keep record of such, should a registry ever be required, the details of such registry shall be developed in a collaborative manner between the City and UAM Inc. The approved locations will be determined by the City.

30. PET OWNERS LICENSING REWARDS

- a) The City will be responsible for all aspects of the program but will require that annual renewal stickers be included in the annual renewal "mail outs" sent by UAM Inc. Should the City and UAM Inc. decide to implement a paperless renewal program for interested clients, the City would then either pay for those "mail outs" or compensate UAM Inc. for the cost of postage if UAM Inc. is required to do the mailing.
- b) UAM Inc. shall provide the City with the annual address information required to complete the mailings should the City conduct the "mail outs".

31. CITY CAT ADOPTION CENTRE

- a) The City Cat Adoption Centre service provider's (UAM Inc.) role and responsibilities are to facilitate cat adoptions, and to provide temporary housing for adoptable cats transferred from primarily from London Animal Care Centre, and as a secondary source (as space permits), local approved Fostering Organizations. Care for the inhabitants of the Cat Adoption Centre will reflect the Five Freedoms of Animal Welfare:

- Freedom from hunger and thirst
- Freedom from discomfort
- Freedom from pain, injury or disease
- Freedom to express normal behaviour
- Freedom from fear and distress

- b) All cats entering the Cat Adoption Centre shall only be transferred to the centre if they have been spay or neutered, and further examined and treated as deemed necessary by a Veterinarian.

- c) No medical procedures will be conducted at the Cat Adoption Centre unless completed by a Veterinarian, and authorized by the City. Enhanced medical procedures available at the City's Companion Animal Hospital are at the discretion of the City Veterinarian.
- d) To ensure the health of the adoptable cat at the Cat Adoption Centre, no stray or surrendered animals are to be accepted at this facility.
- e) Additionally under this Agreement, this facility will serve as a secondary satellite location for pet licensing/identification for cats, and renewal licensing for both cats and dogs.
- f) Schedule "H" attached to this Agreement further details the facility operation and upkeep.

32. ENHANCED VETERINARY CARE

UAM Inc. agrees:

- a) that the City and the City contracted Veterinarian will establish the level of care to be provided to the shelter and Cat Adoption Centre population.
- b) that the role/responsibilities of the Veterinarian, and reporting structure of the Veterinarian will be documented.
- c) that compensation of the Veterinarian will be provided by the City.
- d) that related costs associated with the enhanced medical services and treatments will be paid by the City.
- e) that should the UAM Inc. facility require structural changes to accommodate any new medical equipment the City will provide compensation to UAM Inc. for the required work.

CONFIDENTIALITY, PRIVACY OF REPORTS

- 33. (MFIPPA), UAM Inc., its directors, officers, employees, agents and volunteers will hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the individual/organization concerned prior to the release or disclosure of such information or document and shall comply with the requirements regarding Personal Information and Confidentiality as contained in **Schedule "I"** attached hereto and forming part of this Agreement. When collecting Personal Information under this Agreement, UAM Inc. shall use only the forms approved by the City for that purpose other than for law enforcement investigations.
- 34. In the event that the UAM Inc. ceases operation, it is agreed that the UAM Inc. will not dispose of any records related to Animal Services provided for under this Agreement without the written consent of the City, but when requested by the City shall return the records to the City forthwith.

PREVIOUS AGREEMENTS

- 35. This Agreement supersedes all previous Agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the services.

NOTICE

- 36. Whenever notice is required or permitted to be given by either party to the other, such notice shall be in writing and shall be validly given or sufficiently communicated if forwarded by registered mail or delivered as follows:

To the City: Managing Director, Development and Compliance Services, 300 Dufferin Avenue, London Ontario N6A 4L9.

To UAM Inc.: Urban Animal Management Inc., 121 Pine Valley Boulevard, London Ontario N6K 3T6, Attention: President.

If any question arises as to whether any notice was communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is earlier.

NON-ASSIGNMENT

37. UAM Inc. shall not assign this Agreement without the prior consent in writing of the City which consent may not be unreasonably withheld.

DEFAULT

38. A default of either party to this Agreement, other than a fundamental breach, shall, failing settlement by the parties be referred to the dispute resolution provisions of this Agreement.

39. Fundamental Breach by UAM Inc.

In the event that a fundamental breach by UAM Inc. occurs:

- (a) The City may invoke the provisions of this section of the Agreement by notice in writing delivered to UAM Inc. The notice shall set out the nature of the Fundamental Breach by UAM Inc. and shall specify the date (Effective Date) on which the provisions of this section shall have effect, which date shall not be less than five (5) business days following the delivery of the notice;
- (b) If UAM Inc. remedies the Fundamental Breach by UAM Inc. prior to the Effective Date then the provisions of this section of the Agreement shall not become effective.

40. Fundamental Breach by the City

In the event that a Fundamental Breach by the City Occurs

- (a) UAM Inc. may invoke the provisions of this section of the Agreement by notice in writing to the City. The notice shall set out the nature of the Fundamental Breach by the City prior to the Effective Date on which the provisions of this section shall have effect, which date shall not be less than five (5) business days following delivery of the notice.
- (b) If the City remedies the Fundamental Breach by the City prior to the Effective date then the provisions of this section of the Agreement shall not become effective.

Where UAM Inc. has committed a fundamental breach of this Agreement and has not rectified the breach under the terms of this Agreement the City may without any other authorization, take all or part of the services out of UAM Inc.'s hands and may employ such means as it sees fit to deliver the services. Where the work or any portion thereof has been taken out of UAM Inc.'s hands, the obligation of the City to make payment for such work or portion thereof shall be at an end of UAM Inc. shall not be entitled to any further payment in respect of such work or portion thereof.

Where the City has created a fundamental breach and has not rectified the breach under the terms of this Agreement, UAM Inc. has the right to terminate this Agreement and take any legal steps against the City for damages and loss of income.

FORCE MAJEURE

41. Notwithstanding any other provision contained herein, in the event that either party is delayed or prevented from the performance of any act required hereunder by reason of any event beyond the control of the party, including fire, flood, earthquake, element of nature, explosion, acts of God, acts of war, terrorism, riots, civil or public disorders or disobedience, strikes, lock outs, labour disputes, acts of vandalism, sabotage, or other unlawful acts then performance of such act shall be postponed to a period of time equivalent to the time lost by such delay.

DISPUTES

42. Dispute Resolution

The provisions of this section shall apply:

- a) Whenever any issue arises with respect to interpretation of this Agreement that is not resolved in a manner or time frame acceptable to either party; or
- b) Whenever a party breaches or is alleged to have breached its obligations pursuant to this Agreement, except in the case of a fundamental breach; or
- c) Whenever a matter is subject to agreement between the parties and the parties are unable to agree.

The parties agree to first endeavor to settle the dispute in an amicable manner by participating in mediation with a mutually acceptable independent third party mediator before having recourse to arbitration or a judicial forum.

MEDIATION

43. If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice, or if the party receiving the notice will not meet within seven (7) calendar days (the earlier of which is the "Submission Date"), the dispute shall be submitted to mediation in accordance with the following procedure.

a) Selection of Neutral

The Parties shall have five (5) days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the Parties (the "Neutral"). If no Neutral has been selected within such time, the Parties agree jointly to request that their respective solicitors supply within five (5) days, a list of potential Neutrals with qualifications as specified by the Parties in the joint request. Within two (2) business days of the receipt of the list, the Parties shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve. If either Party does not rank and provide a copy of the ranking to the other Party, the Party who does rank the Neutral will be able to select the Neutral.

b) Time and Place for Mediation

In consultation with the Neutral, the Parties shall promptly designate a mutually convenient time and place for the mediation (and unless circumstances require otherwise, such time to be not later than ten (10) days after the selection of the Neutral).

c) Summary of Views

One (1) week prior to the first scheduled session of the mediation, each Party shall deliver to the Neutral and to the Other Party, a concise written summary of its views on the matter in dispute not to exceed five (5) pages.

d) Staffing at Mediation

In the mediation, each Party may be represented by Counsel. In addition, each Party may bring such additional persons as needed to respond to questions, contribute information and participate in the mediation.

e) Conduct of Mediation

The parties will attempt to resolve the dispute with the assistance of the Neutral. To this end, the Neutral is authorized to conduct both joint meetings and separate private caucuses with the Parties.

f) The Neutral's Views

Any opinions or recommendations of the Neutral shall not be binding on the Parties.

g) Termination of Procedure

The Parties agree to participate in the mediation for at least four (4) hours (unless terminated earlier by the Neutral). After that time, either of the Parties may leave the mediation at any time. The Parties agree not to take any action in relation to the dispute prior to the conclusion of a five (5) day post-mediation period that commences on the day after the conclusion of the mediation.

h) Fees of Neutral; Disqualification

The fees of the Neutral shall be shared equally by the Parties. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either Party with respect to the matters in dispute and any related matters.

i) Confidentiality

The mediation is confidential, and no stenographic, visual or audio records shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by either the Parties, their agents, employees, representatives, or other invitees and by the Neutral (who will be the Parties' joint agent for the purposes of the mediation) are confidential. Any conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment in any litigation or other proceedings involving the Parties, and shall not be disclosed to anyone, not an agent, employee, expert, witness, or representation of either of the Parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

ARBITRATION

44. It is the Parties' intention that any dispute between them should be settled amicably, by consultation, negotiation, and mutual agreement. If agreement cannot be obtained after good faith efforts by all Parties concerned, the Parties agree that the dispute shall be resolved by submission to final and binding arbitration in accordance with the provisions of this Article, and not by commencement of proceedings in a court of law. The following procedure shall be followed:

- a) A Dispute Notice will be delivered if there is any dispute respecting the interpretation of any provision of this Agreement or of the performance or non-performance of any act governed by this Agreement, then the matter under dispute shall be referred to arbitration utilizing the provisions of the *Arbitration Act (Ontario)*.
- b) Any matter referred to arbitration shall be heard by a single arbitrator, if the Parties agree upon one.
- c) If the Parties to the arbitration cannot agree to one single arbitrator within ten (10) days from the date notice requesting arbitration is given by a Party requesting arbitration (the "First Notice Period"), each Party to the arbitration may appoint an arbitrator within ten (10) days from the expiration of the First Notice Period (the "Second Notice Period").
- d) On the expiration of the Second Notice Period, the arbitrators appointed (the "Board of Arbitration") shall choose amongst themselves a person to act as "Chairperson" of the Board of Arbitration.
- e) The decision of the Board of Arbitration shall be final and binding on the Parties thereto and their respective heirs, executors, administrators and assigns.
- f) In the event that an arbitrator appointed hereunder shall refuse to act or fails to carry out his or her duties hereunder (a "Defaulting Arbitrator"):
 - (i) If the Defaulting Arbitrator is a nominee of a Party to the arbitration, such Party may appoint a substitute arbitrator; and
 - (ii) If the Defaulting Arbitrator is a Chairperson, the remaining members of the Board of Arbitration may appoint a member of the Board of Arbitration to act as Chairperson, or may apply to a court pursuant to the provisions of the *Arbitration Act (Ontario)* to appoint an arbitrator, independent of all Parties to the arbitration or their nominees as Chairperson.
- g) Each of the Parties to the arbitration shall be entitled to submit a proposal to the Board of Arbitration respecting the matter at issue, and shall be entitled to make written representation to the Board of Arbitration regarding any matter relevant to the arbitration. Such representations shall be provided to the other Parties at the same time as they are made to the Board of Arbitration, and such other Parties

shall have a right to submit within ten (10) days of receipt of such representations, written comments thereon or responses thereto to the Board of Arbitration and the other Parties.

- h) The Board of Arbitration shall have the power to require that the Parties to the arbitration shall present oral submissions to the Board of Arbitration in regard to any matter relevant to the arbitration.
- i) The Board of Arbitration may determine its own procedure subject to the terms of the submission by the Parties to the arbitration.
- j) The Board of Arbitration shall be entitled to consult with and accept the opinion of such expert or experts as it may deem advisable, and shall have unrestricted access to all books of account and records of the Corporation provided that the Board of Arbitration shall first be required to agree in writing to maintain the confidentiality of such books, records and documents.
- k) The Board of Arbitration shall make its decision within thirty (30) days of being fully constituted and shall submit a full and complete written report setting out its decision and the grounds therefore in reasonable detail, such report to be delivered to the Parties to the arbitration forthwith upon its completion.
- l) The decision of a majority of the Board of Arbitration so appointed shall be final and binding upon the Parties to the arbitration and shall not be subject to appeal except where such appeal is permitted by law.
- m) The Board of Arbitration shall have the authority to make an award of costs against one or more Parties to the arbitration as it deems appropriate.

SUCCESSORS AND ASSIGNS

45. This Agreement shall inure to the benefit of and be binding on the Parties hereto, their administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective authorized signing officers.

THE CORPORATION OF
THE CITY OF LONDON

URBAN ANIMAL MANAGEMENT INC.

Ed Holder, Mayor*

J. Brett Harlton, Executive Director*

Catherine Saunders, City Clerk*

*I/We are authorized to bind the City/Agency.

LIST OF SCHEDULES TO AGREEMENT

Schedule "A" Shelter Facility Services/Programs related to Stray & Impounded Animals
Schedule "B" Animal Control Services
Schedule "C" Animal Licensing/Identification Services
Schedule "D" Pound Services
Schedule "E" Animal Control Services – Pit Bull & Dangerous Dogs
Schedule "F" Animal Licensing Services – Pit Bull Dogs
Schedule "G" Pound Services – Pit Bull Dogs
Schedule "H" Cat Adoption Facility Hours of Service - Operation/Upkeep (Catty Shack)
Schedule "I" Freedom of Information and Protection of Privacy

Schedule "A"

Shelter & Adoption Facility Services/Programs related to Stray & Impounded Animals

Services:

Intake of stray animals
Data Reporting – Shelter Metrics & Stats
Maintenance of animal records
Animal handling and equipment
Breed identification
Colour and marking assessment
Age assessment
Preliminary physical assessment of strays
Scanning for physical identification
Protocols for animals wearing ID tag/chip
Pet claims
Pit Bull sheltering compliance
Wildlife intake and identification
Fulfillment of mandated Redemption period
Sanitation and Disinfectant regime
Animal Assessment & Adoption Program
Adoption Promotion Initiatives
Housing and Feeding program
Grooming program
Parasite Recognition and Treatment as directed by the City Veterinarian
Animal Bite Investigations
Rabies Quarantine and Reporting
Humane Euthanasia as directed by the City Veterinarian in emergency situations
Public Education
Compliance with Provincial Shelter standards and inspections

Value Added Programs:

Volunteer programs
Foster Programs
Temperament Assessment & Behaviour
Restricted Breed Transfer programs
Transfer of Wildlife program
Lost and Found program
Free Ride Home program
Return by Phone program
Animal Transfer programs
Bifurcated Stray Hold
Enrichment Programs
Satellite Adoption Facility Partnerships
Social Media Adoption Promotion program
Shelter Neuter Return Program
Social Media & Communication

Continuous Improvement/Support Plans Implemented, or to be Implemented under this Agreement:

- Software integrations considered suitable and applicable by UAM Inc. for the service areas at LASS and the City Adoption Centre
- Outdoor cat space "catio" at London Animal Care Centre
- New dog run and play area at London Animal Care Centre
- Operation of the City cat adoption centre prior to the commencement of this 2019 Agreement, as a separate purchased service by the City
- Enhanced usage of social media to bolster adoptions
- A plan to accommodate maximum shelter capacity without closing caging portals

Schedule "B"
Animal Control Services

1. UAM Inc. shall at all times be fully responsible for the supply of Animal Control Services to the City within the Service Area as defined in this Agreement as it exists on the date of the Agreement, in accordance with an upon the terms, conditions and specifications of Tender RFP19-14, including enforcement of all animal control by-laws including Animal Control By-law PH-3, Dog Licensing & Control By-law PH-4, Public Pound By-law PH-5, Dogs Off Leash Areas By-law PH-7, Pit Bull Dog Licensing By-law PH-12, *Dog Owners' Liability Act*, R.S.O. 1990 with specific and limited reference to the provision of services with respect to pit bull dogs namely Ontario Regulation 157/05 and the *Animals for Research Act* R.S.O. 1990 including all amendments and regulations, the *Municipal Act 2001* and subject to the terms and conditions of this Agreement, all other applicable by-law and legislation, enacted by the City or others from time to time. UAM Inc. shall employ at all times not less than the equivalent of ten (10) full-time staff for the provision of Animal Control Services and their hours of work shall be so arranged that there shall be sufficient Animal Control Officers for delivery of the Animal Control Services, or as otherwise directed by the City. UAM Inc. is hereby authorized and empowered to do so under and in accordance with the provisions of the Public Pound By-law of the City, the *Pounds Act*, *Animals for Research Act*.
 - a) From 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, from November 1st in each year to April 30th in the following year;
 - b) From 8:00 a.m. to 9:00 p.m. local time Monday through Friday from May 1st to October 31st in each year;
 - c) From 8:00 a.m. to 4:00 p.m. local time, Saturdays and Sundays except on Statutory Holidays.
2. UAM Inc. shall provide appropriate phone answering and dispatch services in accordance with the required service.
3. At times other than the times hereinbefore provided, UAM Inc. shall provide an after hours emergency service. For the purposes of this clause, emergency service shall include matters requiring immediate action as defined in Section 1. a). During Statutory Holidays, UAM Inc. shall provide a service to accept and respond to emergency calls requiring immediate action and accept complaints to which UAM Inc. shall respond during the next regular working day in ordinary course of its service.
4. UAM Inc. shall transport Stray Dogs and sick, injured or dying wild animals picked up within the City to the Pound.
5. UAM Inc. will not pick up Confined Cats subject to the terms of this Agreement. Instructions shall be provided by a representative of UAM Inc. to the caller to deliver the Confined Cat to the Pound during the hours identified in section 1(a), (b) and (c) above.
6. Only trained personnel, neatly attired and supervised by UAM Inc. and fully qualified to perform the work shall be employed by UAM Inc. and all individuals performing the work of an Animal Control Officer outlined shall carry identification cards, issued by the City, complete with up-to-date signature and photograph. Animal Control Officers must also be trained and experienced in the following:
 - a) Animal Control
 - b) By-law enforcement; and
 - c) Provincial Offences Act.
7. UAM Inc. shall investigate incidents of dog bites on persons or domestic animals in all locations within the Service Area for Dog Bites and shall be authorized to require such dogs to be muzzled and/or leashed.
8. The City and UAM Inc. will follow an appeal process for dogs required to be muzzled under the By-law PH-4, Dog Licensing & Control.
9. UAM Inc. shall assign a fully experienced staff member to appear before a Hearings Officer to present the evidence in support of a Muzzle Order under PH-4 and to answer any questions.
10. The City shall supply on loan to UAM Inc. all currently owned vehicles which are dedicated to animal control at start of Agreement and radio equipment and in respect of these vehicles and equipment, it is agreed;

- a) That the vehicles and equipment shall be and remain the property of the City and shall be on loan to UAM Inc. for its use during the currency of the Agreement, provided they shall be used solely for the services within the City.
- b) The cost of maintenance of said vehicles and equipment shall be paid by the City. For the purposes of this clause, maintenance shall also include the supply, at the cost of the City, of necessary fuel and oil to keep the vehicles in operation.
- c) Vehicles shall be made available for periodic lubrication, maintenance and inspection at the A.J. Tyler Operations Centre, according to the schedule provided by the City Fleet Services. UAM Inc. shall provide equipment usage reports to the Managing Director, as requested, for the City owned vehicles.
- d) The City shall establish and maintain at the designated animal control facility a base and three desktop radio stations, antenna(e) and related equipment (mobile radios and cell phones) all of which shall remain the property of the City.

11. By-law Enforcement in City Parks shall be limited to the following parks and the service would be provided for a minimum 40 hours per week during the spring, summer and fall and upon written request during the winter months:

- a. All City Off Leash Dog Parks
- b. Harris Park
- c. Springbank Park
- d. Gibbons Park
- e. Greenway Park
- f. And all parks located adjacent to City bike pathway systems
- g. And in other parks upon written request and with specific instruction (written request shall include email correspondence).

Although specific parks and other parks are noted within this section, Animal Control Officers have jurisdiction to enforce all applicable by-laws within City of London parks resulting from community driven complaints or upon viewing infractions while on patrol.

12. The City agrees to provide UAM Inc. with the vehicles or a combination of vehicles as outlined in UAM Inc.'s proposal for parks patrol. These will be used to carry out the required parks patrol.

Schedule "C"
Animal Licensing/Identification Services

1. UAM Inc. is hereby appointed as the Licence Agent of the City, as indicated in the Dog Licensing & Control By-law PH-4, during the duration of this Agreement and subject to the licensing rights retained by the City, as the licensing authority to issue directly or indirectly and co-ordinate the issuance of dog licences and cat identifications in accordance with the Animal Control By-law PH-3 and the Dog Licensing & Control By-law PH-4. Without restricting the generality of the foregoing, UAM Inc. shall:
 - a) Obtain all necessary particulars identified in section 3 (a), (b) and (c) of this schedule before issuing the dog licence(s) and cat identification(s); and
 - b) Issue dog licenses and cat identification tag; and
 - c) Receive and collect licences and identification fees; and
 - d) Receive dog and cat registration forms for the issuance of dog licenses and cat identification tags under the rescue/foster/adoption initiative; and
 - e) Issue dog licenses and cat identification tags to owners of foster adopted dogs and cats without a license fee being required for that same calendar year, and without a renewal fee being applicable for the duration of the following calendar year; and
 - f) Maintain a Foster Registry should the City implement such a future data base.

2. Nothing herein however shall prevent the City as the licensing authority from issuing dog licences and cat identifications. Any fees collected by the City from Licences and Identification issuances which it issues through the City Clerk's Office and other designated locations shall be fully verified and retained by the City. Without restricting the generality of the foregoing, the City shall, in connection with issuing dog licenses and dog identification tags:
 - a) Obtain all necessary particulars before issuing the license or tag;
 - b) Issue the license or tag;
 - c) Receive and collect the fees for all licenses and tags processed through the City Clerk's Office and other designated locations (excluding the municipal shelter).

3. UAM Inc. shall on behalf of the City, obtain and maintain particulars on licenses and cat identification tags issued, namely:
 - a) A full description of a dog and/or cat in respect of which a license and/or cat identification tag fee is paid;
 - b) The name, address, telephone number and email address of the owner of the dog and the rabies vaccination date, if any, and the name of the dog's veterinarian clinic, if any; and
 - c) The amount of licenses fee paid and the date of purchase.

4. The City reserves the right to amend the animal licensing/identification requirements in the Animal Control By-law PH-3 and Dog Licensing and Control By-law PH-4 and to introduce at any time licensing/identification tag fees, expiry dates, valid periods and forms of identification.

5. The information data collected, for animal licensing/identification outlined in this Agreement shall be provided to the City in an electronic format acceptable to the City upon request. The City recognizes that UAM Inc.'s database management system is proprietary, and the information will not be made available in this format. It is further recognized that UAM Inc. will not be responsible for information being entered into a new data base format upon termination, or upon the expiry of this Agreement.

6. Proactive Licensing Program to be implemented each spring (May – August) to stimulate the growth of the City's base of licensed and identified animals. UAM shall provide the following services related to the program:
 - a) Create a designated Enforcement Team at a staffing level agreed upon by the City and UAM Inc. to carry out the duties of proactive licensing.
 - b) UAM will assume all responsibility for hiring, training, outfitting and compensating (hourly rate, Canada Revenue Act requirements etc.) the proactive Enforcement Team(s).
 - c) Implement in accordance with an operational plan as agreed upon between the City and UAM Inc. UAM Inc. shall notify the City of their intent to run the program in a specific year at least eight (8) weeks in advance of the start of the program to allow for sufficient time to make the necessary preparations to the service delivery.

UAM Inc. shall include in the program – public education of municipal by-laws, education on responsible pet ownership, provide education related to specific seasonal concerns, provide education and information specific to the rights of non-pet owners, and provide London residents with “Who to call” information in the event they require other animal associated services.

- d) The Enforcement Team will issue dog and cat licences at the door if the pet owner is inclined to purchase on the spot.
- e) The Enforcement Team will utilize the appropriate tools to ensure compliance and long term resolution to licensing and identification including verbal warnings, Notice of Contravention, and Provincial Offence Notices were warranted.

The City of London will supply:

- (i) A vehicle suitable to implement the project.
- (ii) Cellular telephones for the duration of the project.

Schedule "D"
Pound Services

1. UAM Inc. shall establish and maintain a suitable pound facility within the boundaries of the City and shall carry out and perform the duties of a poundkeeper. UAM Inc. is hereby authorized and empowered to perform the duties of a poundkeeper under and in accordance with the provisions of the Public Pound By-law of the City, the *Pounds Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-laws and legislation. The facility must be adequate to service the City's requirements and dedicated for City use only.
2. The pound shall be constructed and maintained in accordance with Ontario Regulation 178/92 under the *Animals Research Act*. Care and cleanliness standards within the pound shall comply with the standards designated by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of inspection reports shall be forwarded to the City.
3. At the pound, UAM Inc. shall receive all animals (stray dogs and sick, injured or dying wild animals) delivered by Animal Control Officers, confined cats and other domestic animals delivered from the general public, all from within the municipal boundaries of the City of London from the public during open hours except on Statutory Holidays:
 - a) from 8:00 a.m. to 8:00 p.m. local time, Monday through Friday;
 - b) from 8:00 a.m. to 4:00 p.m. local time, Saturdays;
 - c) from 8:00 a.m. to 4:00 p.m. local time, Sundays except confined cats will only be received from the public between the hours of 1:00 p.m. and 4:00 p.m.
4. UAM Inc. shall attempt to notify the pet owner when an animal that is wearing traceable identification to that owner has been impounded or order to arrange for pick up. UAM Inc. shall be required to be open to the public for claiming of stray animals a minimum six (6) hours per day from 2:00 p.m. through 8:00 p.m. local time, Monday through Friday, and six (6) hours per day from 10:00 a.m. through 4:00 p.m., local time, Saturday except where any such day is a statutory holiday. UAM Inc. shall be responsible for the non-medical care, feeding, impounding, and quarantining of all animals and for the payment of supplies, material and equipment for the provision of such care and feeding. UAM Inc. is to maintain the office and pound areas in a neat and clean condition. Where a wild animal which is suspected of being rabid is impounded by or delivered to the Pound, UAM Inc. shall, if the animal is alive, euthanize the animal and in any event retain it in a suitable fashion until it is retrieved by the appropriate government authority responsible for rabies testing.
5. Following the expiry of the prescribed redemption period in the *Animals for Research Act*, UAM Inc. may dispose of the animal by any lawful means and the City shall not be responsible for any costs associated therewith.
6. Sheltering / Pound services should have well developed adoption programs designed to save as many lives as possible. One of the best practices in adoption programs is to have open adoptions. In an open adoption process, adopters are matched with pets through open dialogue and conversation in a climate of trust, rather than applying restrictions that could dissuade people from adopting from an animal shelter. The goal is not only to move pets into homes and out of the shelter, but to create an ongoing relationship with community members. UAM Inc. operates an open adoption program, streamlined to encourage the public to adopt a shelter pet. Adoptable animals are featured using social media and frequent adoption promotions are utilized. UAM Inc. will continue to provide an active adoption program as a value added service within its Shelter / Pound program. UAM Inc. acknowledges that cats, dogs and other small domestic animals are available for placement or adoption subsequent to the expiry of the legislated "Redemption Period" (*Animals for Research Act*, s20 (1)). Further, UAM Inc. acknowledges that should another organization(s) or the City establish a facility capable of housing, caring and/or socializing these cats, feral and wild cats, and dogs with the intent of adopting these animals into appropriate environments, UAM Inc. agrees to make these animals available for pickup or delivery as directed by the Managing Director.
7. The City shall permit UAM Inc. to dispose of deceased animals, at the City's W12A Landfill Site, provided that the deceased animals are properly enclosed in plastic bags and delivered to such City Landfill Site. The City shall be responsible for the disposal of deceased animals in accordance with the provisions of the *Environmental Protection Act* and the Regulations made there under, and all other applicable legislation.
8. UAM Inc. shall be required to receive and collect all impounding, disposal and quarantine fees, all service charges required to be paid to the poundkeeper and shall be entitled to retain

these fees. The fees for said services are established under the Public Pound By-law PH-5 which is reviewed annually. UAM Inc. shall maintain records regarding the collection of fees for impounding, quarantine and service charges as to the disposition of the animals and make the record accessible to the City upon written request. UAM Inc. shall release a dog to an owner or keeper, only if the dog has a dog license for the current year, issued under the City's Dog Licensing and Control By-law and/or the cat has a cat identification tag for the current year, issued under the City's Animal Control By-law.

Schedule "E"
Animal Control Services – Pit Bull & Dangerous Dogs

1. UAM Inc. shall enforce By-law PH-12, Pit Bull Dog Licensing By-law and shall include the following but not be limited to:
 - a) Investigation and enforcement on a complaint basis with the exception of licensing issues
 - b) Animal Control Officers to patrol for pit bulls as part of regular activities
 - c) Supply of pit bull dog information guide to dog owner
 - d) Issuance of one Written Warning for first offense followed by a Provincial Offense Notice for every subsequent offences
 - e) Complete documentation of activities

2. UAM Inc. shall enforce the applicable provisions of the *Dog Owner's Liability Act* (DOLA) and any regulations there under. UAM Inc. shall provide the following services but not be limited to:
 - a) Investigation and enforcement on a complaint basis
 - b) Assist London Police Services (hereinafter referred to LPS) as requested by LPS
 - c) Animal Control Officers to patrol for pit bulls as part of regular activities
 - d) Supply of pit bull dog information guide to dog owner
 - e) Swearing and serving of Part III summons information under DOLA.
 - f) Complete documentation of activities
 - g) Application for an Interim and Final Part IX Order under DOLA
 - h) If required, the City and UAM Inc. will take cooperative measures in regard to the DOLA occurrences relating to such phrases as "the dog as behaved in a manner that poses a menace to the safety of persons or domestic animals" or "the owner did not exercise reasonable precautions to prevent the dog from biting or attacking a person or domestic animal. With regard to these two phrases in a specific situation, UAM Inc. may consult City staff after the pit bull dog or other dog has been contained and safety for the public and domestic animals has been restored. After reviewing the circumstances, a determination shall be made by UAM Inc. for each case on appropriate direction or whether other appropriate enforcement instruments should be used.

3. The parties acknowledge and agree that LPS may for some occurrences assume responsibility for activities with respect to the *Dog Owner's Liability Act*, however should LPS not be involved, UAM Inc. will proceed with said occurrence investigations, relying upon the co-operative effort of LPS, the City Prosecutor and/or Provincial Prosecutor.

The City understands and agrees to communicate with Council and media regarding the following:

The final decision to proceed with action under the *Dog Owner's Liability Act* remains the sole discretion of the City Prosecutor and/or Provincial Prosecutor. The final outcome including monetary penalty, prohibition orders or destruction orders are subject to pre-trial resolution meetings and are ultimately at the sole discretion of the presiding Justice of the Peace.

The City, upon request, shall participate in discussions between UAM Inc., the City Prosecutor and/or Provincial Prosecutor to assist in facilitating the appropriate action under the *Dog Owners Liability Act* subject to the aforementioned prosecutorial privilege.

- a) At the request of UAM Inc. LPS to attend situations where a dangerous dog is exhibiting menacing behaviour and the situation – dog or person harbouring the dog – warrants additional support.

- b) As the first responder to a community driven complaint, LPS officers whom have grounds to believe a dog poses a menace to the safety of public or domestic animals and where the dog is ordered by the officer into the pound, the officer shall be responsible for applicable enforcement measures. UAM Inc. will work in collaboration with the attending LPS officer to determine the level of enforcement necessary to protect public safety.

- c) LPS will be requested to undertake all DOLA activities with respect to search and seizure of pit bull dogs and other dangerous dogs. LPS will function as the lead with the assistance of an *Animal Control Officer*.

- d) LPS, when first on scene and investigation a community driven complaint, will lead the court process for an Application for an Interim and Final Order (Part IX) under DOLA or Part III charges under DOLA or Part III charges under PH-12 for pit bull dogs that bite or are determined to have exhibited menacing behaviour.
- e) For Part III charges under DOLA, where the attending LPS officer is the first on scene and immediate witness to the infraction, LPS will serve summons, complete affidavit of service, have it sworn by a Commissioner of Oath and be available for any prosecution handled by the Provincial Prosecutor.

Schedule "F"
Animal Licensing Services – Pit Bull Dogs

1. UAM Inc. is hereby appointed as the License Agent of the City, as indicated in the Dog Licensing & Control By-law PH-4, during the duration of this Agreement and subject to the licensing rights retained by the City, as the licensing authority to issue directly or indirectly and co-ordinate the issuance of dog licenses and cat identifications in accordance with the Animal Control By-law PH-3 and the Dog Licensing & Control By-law PH-4. Without restricting the generality of the foregoing, with respect to the licensing of pit bull dogs, UAM Inc.'s licensing authority includes all additional details required by By-law PH-12 including specific details for:
 - a) A full description of the pit bull dog
 - b) A signed and witnessed statement
 - c) Current photograph of the pit bull dog
 - d) Evidence that the pit bull dog has been sterilized
 - e) Evidence that the pit bull dog has been vaccinated against rabies
 - f) Evidence that the pit bull dog has microchip implant
 - g) Issue pit bull dog license
 - h) Receive and collect license fees.
2. All licence fees collected by UAM Inc. shall be forwarded to the City on a monthly basis.
3. For an impounded restricted pit bull dog that is not in compliance with DOLA, the Pit Bull Control Regulation or By-law PH-12, and that has not bitten or behaved in a manner that poses a menace to the safety of persons or domestic animals, UAM Inc. may provide the owner an opportunity to demonstrate full compliance specific details for:
 - a) A full description of the pit bull dog
 - b) A Statutory Declaration signed and witnessed by a Commissioner of Oaths
 - c) Current photograph of the pit bull dog
 - d) Evidence that the pit bull dog has been sterilized
 - e) Evidence that the pit bull dog has been vaccinated against rabies
 - f) Evidence that the pit bull dog has microchip implant
 - g) Evidence that the pit bull dog will be muzzled
 - h) Evidence that the pit bull dog will be leashed
 - i) Payment of impound and feeding fees
4. The information data collected, for pit bull licensing outlined in this Agreement shall be provided to the City in an electronic format acceptable to the City upon request. The City recognizes that UAM Inc.'s database management system is proprietary, and the information will not be made available in this format. It is further recognized that UAM Inc. will not be responsible for information being entered into a new data base format upon termination, or upon the expiry of this Agreement.
 - a) Name and address of pit bull dog owner
 - b) Serial number of the pit bull dog license
 - c) Date of registration
 - d) Description of the dog
 - e) Amount of fee paid upon registration

Information data collected, as follows, shall be available to the City upon request in hard copy and not in database format:

- a) Statutory declaration signed and witnessed by a Commissioner of Oaths
- b) Current photographs of the pit bull dog
- c) Evidence that the pit bull dog has been sterilized
- d) Evidence that the pit bull dog has been vaccinated against rabies
- e) Evidence that the pit bull dog has been implanted with a microchip
- f) Evidence that the pit bull dog will be muzzled
- g) Evidence that the pit bull dog will be leashed

All pit bull dog information shall remain the property of the City.

5. UAM Inc. shall manage the license renewal system including an invoice for pit bull dogs.
6. The City reserves the right to amend the animal licensing requirements in the Pit Bull Dog Licensing By-law PH-12 and to introduce at any time licensing fees, expiry dates, valid periods and forms of identification. UAM Inc. shall be entitled to additional compensation, to be

negotiated with the City, should the changes have a cost impact on the current annual Invoicing and Reminder Notice process and the associated costs of envelopes, metal tags and postage.

Schedule "G"
Pound Services – Pit Bull Dogs

1. UAM Inc. shall at its own expense establish and maintain a suitable pound facility within the boundaries of the City and shall carry out and perform the duties of a poundkeeper. UAM Inc. is hereby authorized and empowered to perform the duties of a poundkeeper under and in accordance with the provisions of the Public Pound By-law of the City, the *Pounds Act*, *Animals for Research Act*, the *Municipal Act 2001* and all other applicable by-law and legislation. The facility must be adequate to service the City's requirements and dedicated for City use only.
2. The pound shall be constructed and maintained in accordance with Ontario Regulation 178/92 under the *Animals Research Act*. Care and cleanliness standards within the pound shall comply with the standards designated by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of inspection reports shall be forwarded to the City.
3. At the pound, UAM Inc. shall receive stray pit bull dogs and pit bull dogs from Animal Control Officers and London Police Services at all times and from within the municipal boundaries of the City of London, subject to the availability of space.
4. UAM Inc. shall be responsible for the care, feeding, impounding, and quarantining of all pit bull dogs and for the payment of supplies, material and equipment for the provision of such care and feeding. "Care" shall not include veterinary care for injuries (beyond existing standards as defined in the Standards of Operating Practices attached hereto) or illness sustained prior to or after entering the pound facility. UAM Inc. shall provide the level of care required as determined by the City Veterinarian. Regarding "owned" pit bull dogs, ("owned" means an owner has been identified) UAM Inc. shall require the owner of the pit bull dog to be responsible for fees for impounding, feeding, quarantine as established under Pound By-law PH-5. UAM Inc. is required to inform the City when a pit bull dog in its possession may be experiencing a change in health and/or behaviour due to its impounding. The cost for additional veterinarian care shall be the responsibility of the owner and, if necessary, the City.
5. UAM Inc. shall be required to receive and collect all impounding, board, euthanasia, disposal and quarantine fees, and all services charges required to be paid to the poundkeeper and shall be entitled to retain these fees. The fees for said services are established under Public Pound By-law, UAM Inc. shall maintain records regarding the collection of fees for impounding, board, euthanasia, quarantine and service charges as to the disposition of the pit bull and make the record accessible to the City upon written request. The City shall not be liable for the cost of impounding, board, and quarantine fees for stray pit bull dogs where no owner can be identified.
6. The City shall pay UAM Inc. any unpaid amount for pit bull dogs that are impounded including board, euthanasia, disposal and quarantine fees, where an owner is known and has been contacted by UAM Inc. but ignores or refuses the opportunity to claim their pit bull dog and/or refuses to pay fees and charges. The fees for said services shall be established under the Public Pound By-law. UAM Inc. shall provide complete details of all unpaid fees and the City will attempt to recover them.
7. Following the expiry of the redemption period as prescribed by the *Animal for Research Act* (minimum standard), R.S.O. 1990, c. A. 22, S. 20 (1) UAM Inc. may dispose of the animal by any lawful means including the disposal of deceased animals at the City's W12A Landfill Site.
8. UAM Inc. may release a pit bull dog to an owner, only if the pit bull dog is in full compliance with By-law PH-12, DOLA and the Pit Bull Control Regulation.

Schedule "H"
Cat Adoption Facility Hours of Service - Facility Operations/Upkeep

Weekly service schedule:

1. The Cat Adoption Facility is operational seven (7) days a week which includes a minimum of four (4) consecutive days where the facility is open to the public for at least five (5) hours. Established operational "open to the public" hours shall not be changed without the consent of the City.
2. Hours open to the public shall not include any Statutory Holidays.
3. Should the UAM Inc. or the City wish to alter the weekly service schedule in any way this will not occur until both parties have reached a satisfactory agreement.

"On call" service schedule:

In case of an emergency, when contacted by police or City Hall security staff, or the Managing Director or his designates.

Responsibility of UAM Inc.

- a) Hiring, training and scheduling of staff and volunteers;
- b) Installation, maintenance and security of point of sale equipment;
- c) Cash/credit/debit handling protocols;
- d) Installation, maintenance of telephone services for the facility;
- e) Installation, maintenance of internet services for the facility;
- f) Establishment of Standard Operating Procedures/policies for cat care at the centre;
- g) Establishment of Standard Operating Procedures/policies for adoptions at the centre;
- h) Transfers of cats from London Animal Care Centre to the Cat Adoption Centre;
- h) Disease Control via appropriate cleaning, sterilizing and handling;
- i) Establishment of safety procedures;
- j) Provision of WHMIS safety data sheets;
- k) Establishment of Security Protocols, including computer and records security;
- l) Loss or damage to equipment/furnishings/electronics/personal vehicles, repairs and/or maintenance in connection to UAM Inc. property, or the property of UAM Inc. employees or volunteers;
- m) Forwarding to the City and maintenance requests where the City is responsible;
- n) Ordering and maintaining the food, litter and care inventory/supplies for the cats on site;
- o) Sweeping of ramp and walk-way and points of entry;
- p) Salting of ramp and walk-way and points of entry;
- q) Proper garbage containment within the receptacle provided;
- r) Cleaning of the outdoor cat enhancement area ("catio" enclosure)

Responsibility of the City of London

- a) The building, HVAC, plumbing, mechanical, signs and site works;
- b) Maintenance of all appliances, furniture, and caging provided by the City;
- c) Security system and monitoring and City internet;
- d) Grass cutting and tree trimming;
- e) Snow removal from the west side parking lot, ramp, and entry point walk way;
- f) Garbage collection (removal from bins and payment for the service);
- g) Payment for and maintenance of utilities (water, hydro, natural gas, etc.) and subsequent payments
- h) Payment of annual property taxes

Joint responsibility of UAM Inc. and the City of London

- a) If created, Cat Adoption Centre website owned and maintained by the City, but updated and utilized by UAM Inc. under this Agreement;
- b) Maintain, promote and continually build upon the collaborative and harmonized efforts of the City of London Animal Services, to meet and/or exceed the collective goal of best practices and continuous improvements in Animal Services.

Schedule "I"
Freedom of Information and Protection of Privacy

1. In this Schedule:

(a) "City Information" means General Information and Personal Information:

- (i) provided by the City to the UAM Inc. in relation to this Agreement;
- (ii) collected by the UAM Inc. in relation to this Agreement; or
- (iii) derived by the UAM Inc. from General Information and Personal Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);

(b) "UAM Inc. Information" means General Information and Personal Information, except City Information, provided by UAM Inc. to the City in relation to this Agreement;

(c) "General Information" means recorded information that is not Personal Information; and

(d) "Personal Information" means recorded information about an identifiable individual, including,

- (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual,
- (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved,
- (iii) any identifying number, symbol or other particular assigned to the individual,
- (iv) the address, telephone number, fingerprints or blood type of the individual,
- (v) the personal opinions or views of the individual except if they relate to another individual,
- (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence,
- (vii) the views or opinions of another individual about the individual, and
- (viii) the individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. All City Information shall remain the sole property of the City and any part of it or all of it shall be given by UAM Inc. to the City within 5 business days of:

- (a) the City's written request; or
- (b) the termination or expiry of this Agreement.

3. Except for law enforcement purposes and in accordance with this Agreement, UAM Inc. shall, when collecting City Information that is Personal Information:

- (a) limit its collection of the information to that which is necessary for it to comply with this Agreement;
- (b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and
- (c) identify the purpose for which the information is collected to the individual at or before the time of collection.

4. UAM Inc. shall retain all City Information in a manner that protects its security and confidentiality.

5. Except:

- (a) with the consent of the individual; or
- (b) for law enforcement purposes and in accordance with this Agreement, UAM Inc. shall not use City Information that is Personal Information for purposes other than that for which it was collected.

6. Except for law enforcement purposes and in accordance with this Agreement, UAM Inc. shall not disclose City Information in any manner whatsoever without the prior approval in writing of the City.
7. The UAM Inc. shall not destroy any City Information which is held in either paper or electronic records.
8. Subject to all applicable legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, the City may disclose:
 - (a) any part of or all UAM Inc. Information; in relation to this Agreement.

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

The 7th Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee
October 17, 2019

Attendance PRESENT: R. Hussain (Chair), J. Braithwaite, F. Cassar, C. DuHasky, B. Hill, M. Mlotha and D. Turner (Clerk)

ABSENT: M. Buzzelli, Z. Hashmi, and D. Jama

ALSO PRESENT: F. Andrighetti, K. Husain, S. Khan, M. Sereda, and B. Sreng

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 Community Diversity and Inclusion Strategy Update

That J. Braithwaite BE APPROVED as the representative member from the Diversity, Inclusion and Anti-Oppression Advisory Committee to sit on the Community Diversity and Inclusion Strategy Leadership Table.

4. Consent

4.1 5th and 6th Reports of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 5th and 6th Reports of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meetings held on August 15, 2019, and September 19, 2019, respectively, were received.

5. Sub-Committees and Working Groups

5.1 Awards and Recognition Sub-Committee Report - DRRIA Evaluations 2019

That the following actions be taken with respect to the 2019 Diversity, Race Relations and Inclusivity Award:

- a) Top Event Productions BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Small Business/Labour (under 50 members) category;

- b) 3M Employee Resource Group BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Large Business/Labour (50+ members) category;
- c) Big Bike Giveaway BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services/Not for Profit (under 50 members) category;
- d) Community Living London BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services/Not for Profit (50+ members) category; and,
- e) Western Muslim Students Association BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Youth/Young Adult Groups or Organizations category.

6. Items for Discussion

6.1 Music Movement Motivation - The Saidat Show Live "Feel Good Tour"

That it BE NOTED that the promotional materials from The Saidat Show Live "Feel Good Tour", as appended to the agenda, were received.

6.2 2019 DIAAC Work Plan

That the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) work plan:

- a) the 2019 DIAAC work plan BE FORWARDED to Municipal Council for approval; and,
- b) a draft 2020/2021 DIAAC work plan BE DEVELOPED for presentation to the committee by their January 2020 meeting date.

7. Adjournment

The meeting adjourned at 1:10 PM.

Diversity, Inclusion and Anti-Oppression Advisory Committee

Report

The 7th Meeting of the Diversity, Inclusion and Anti-Oppression Advisory Committee
October 17, 2019

Attendance PRESENT: R. Hussain (Chair), J. Braithwaite, F. Cassar, C. DuHasky, B. Hill, M. Mlotha and D. Turner (Clerk)

ABSENT: M. Buzzelli, Z. Hashmi, and D. Jama

ALSO PRESENT: F. Andrighetti, K. Husain, S. Khan, M. Sereda, and B. Sreng

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 Community Diversity and Inclusion Strategy Update

That J. Braithwaite BE APPROVED as the representative member from the Diversity, Inclusion and Anti-Oppression Advisory Committee to sit on the Community Diversity and Inclusion Strategy Leadership Table.

4. Consent

4.1 5th and 6th Reports of the Diversity, Inclusion and Anti-Oppression Advisory Committee

That it BE NOTED that the 5th and 6th Reports of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meetings held on August 15, 2019, and September 19, 2019, respectively, were received.

5. Sub-Committees and Working Groups

5.1 Awards and Recognition Sub-Committee Report - DRRIA Evaluations 2019

That the following actions be taken with respect to the 2019 Diversity, Race Relations and Inclusivity Award:

- a) Top Event Productions BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Small Business/Labour (under 50 members) category;

- b) 3M Employee Resource Group BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Large Business/Labour (50+ members) category;
- c) Big Bike Giveaway BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services/Not for Profit (under 50 members) category;
- d) Community Living London BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services/Not for Profit (50+ members) category; and,
- e) Western Muslim Students Association BE AWARDED the 2019 Diversity, Race Relations and Inclusivity Award, in the Youth/Young Adult Groups or Organizations category.

6. Items for Discussion

6.1 Music Movement Motivation - The Saidat Show Live "Feel Good Tour"

That it BE NOTED that the promotional materials from The Saidat Show Live "Feel Good Tour", as appended to the agenda, were received.

6.2 2019 DIAAC Work Plan

That the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC) work plan:

- a) the attached revised 2019 DIAAC work plan BE FORWARDED to Municipal Council for approval; and,
- b) a draft 2020/2021 DIAAC work plan BE DEVELOPED for presentation to the committee by their January 2020 meeting date.

7. Adjournment

The meeting adjourned at 1:10 PM.

DIAAC Sub-committee Work Plans 2019

DRIA Award and Recognition (A & R) Sub-Committee Work Plan 2019 (1 st Monday of the month, late afternoon)				
Goal	Activities	Budget	Status	Responsibility
1. Plan and Execute an Annual Awards and Recognition Event in collaboration with the City	<p>1.1 Maintain the Project Plan and complete tasks on scheduled dates</p> <p>1.2 Develop budget for approval by DIAAC and keep costs within budget.</p>	\$1,600	<p>1.1 Ongoing</p> <p>1.2 Budget approved</p>	F. Cassar with assistance by Awards Sub-Committee members and support from CoL: Administration and Communication
2. Increase awareness and participation of the Annual Rewards and Recognition program	<p>2.1 Maintain an inventory of all nominators/nominees including contact information and invite participation of the annual event</p> <p>2.2 Assess the benefits and nature of incentives to increase nominee participation</p> <p>2.3 Scheduled information session with Rogers Cable</p> <p>2.4 Update and distribute template to provide Councilors with information relative to events to assist with promotion and recognition. Present to CPSC.</p> <p>2.5 Work with CoL Communications to increase awareness and engagement in annual nominations process via social media</p> <p>2.6 Leverage International Human Rights Day which could potentially be same date as Awards celebration</p>	<p>2.1 Ongoing;</p> <p>2.2 Will assess CoL swag</p> <p>2.3 CoL Communications to coordinate Rogers Community News update;</p> <p>2.4 Ongoing;</p> <p>2.5 Ongoing as required;</p> <p>2.6 Ian Silver to follow-up with United Nations contact.</p>	<p>All Sub-Committee members</p> <p>CoL Communications And Administration</p>	

3. Promote A+R Winners	3.1 Provide Councillors with information of winners within their areas and encourage recognition	3.1 Ongoing	Awards Sub-Committee and CoL Administration	
4. Educate and Engage DIAAC Committee members	4.1 Invite DIAAC Committee members to participate in site visits of nominees to learn about the organization and support a potential nomination of the annual Awards program. 4.2 Provide education at DIAAC Committee meetings or other forums as available.	4.1 Ongoing 4.2 Ongoing	DIAAC and Awards Sub-Committee members	
5. Maintain Awards and Recognition By-Laws and Policy	5.1 Annually review DRIA policy and Bylaw A.7012-284 to ensure it is up to date. 5.2 Review By-Law related to Mayor's New Year's Honours List.	5.1 On hold, pending DIAAC updates (2019). Policy reviewed in March, 2017. By-laws modified in 2016. 5.2: In Progress: Will review Mayor's Award By- Law Change action plan to recommend linkage and promotion of A&R program with the Mayor's Award in Community.	Awards Sub-Committee members in partnership with DIAAC	

DIAAC- Education & Awareness Sub-committee Work Plan 2019
(1st Wednesday of the month, ~ 12PM)

Goal	Implementation	Budget	Status	Responsibility
1. Develop & facilitate educational	1.1 Facilitate a community awareness event	\$1500		Education

<p>opportunities</p>	<p>1.1.1 Theme: Gender & Intersectionality</p> <p>1.1.2 Identify partnerships in the community for collaborative events.</p> <p>1.1.3 Plan for International Day for the Elimination of Racial Discrimination/Black History Month.</p> <p>1.1.4 Identify promotional opportunities and strategies for community events.</p>	<p>\$200</p>	<p>October</p> <p>Ongoing</p> <p>March 2020</p> <p>Ongoing</p>	<p>subcommittee</p> <p>Ed'n subcommittee & DIAAC</p> <p>Ed'n subcommittee</p> <p>Ed'n subcommittee Communication</p>
<p>2. Educate new members of DIAAC</p>	<p>2.1 Collaborate with P&P to create new and revised content to enhance the DIAAC new member's orientation package</p> <p>2.1.1 Propose & provide supplemental orientation content to P&P:</p> <ul style="list-style-type: none"> -org chart illustrating DIAAC in relation to Council & City Councillors. -list of commonly used operational definitions within CofL context. Eg. recommendation verbiage -provide document outlining pre-approved list of budget item. -write up of sub-committee mandates. -list of common staff contacts. -suggestions/guidelines of AC initiatives. 	<p>Nil</p>	<p>November</p> <p>November</p>	<p>Education and Policy & Planning subcommittee</p> <p>Education subcommittee</p>

	<ul style="list-style-type: none"> -policy on speakers/delegates -flow chart from DIAAC recommendation to staff implementation. -member attendance policy suggestions -budget submission process -City Councillor Contact List <p>2.2 Assist P&P in revision of TOR for DIAAC.</p>	Nil	Ongoing	Education and Policy & Planning subcommittee
3. Educate committee members	<p>3.1 Invite speakers to present to DIAAC.</p> <p>3.2 Work with Civic Administration to further identify and clarify existing CofL resources, processes and initiatives that support or can assist DIAAC in its mandate. Eg. Communications, Mayor's Office etc.</p> <p>3.3 Identify ideas, issues or initiatives taking place in other municipalities, provinces and countries that overlap the mandate of DIAAC. Bring findings to DIAAC for discussion and possible recommendations to Council.</p> <p>3.4 Invite to DIAAC, members of the public who have recent or past lived experiences concerning discrimination & anti-oppression in London.</p> <p>3.5 Highlight a pressing issue or incident that has taken place in London that would be of interest to DIAAC.</p> <p>3.6 Keep apprised of recent events in London via news media & other sources pertaining to discrimination in London to report to DIAAC. Bring to DIAAC's attention.</p>	<p>\$200</p> <p>Nil</p> <p>Nil</p> <p>Minimal (cost of parking pass/bus tickets)</p> <p>Nil</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Education subcommittee Civic Administration</p> <p>Education subcommittee and Policy & Planning subcommittee</p> <p>Education subcommittee & DIAAC</p> <p>Education subcommittee</p>

4. Raise profile of DIAAC in community	4.1 Provide to P&P subcommittee suggestions regarding DIAAC's web page on London.ca	Nil	Ongoing	Education and Policy & Planning subcommittee
	4.2 Propose name tags for interested DIAAC members for use at city-wide DIAAC events & related events. 4.2.1 Provide to Chair, Vice-Chair and Subcommittee Chairs as minimum	\$200	Ongoing	
	4.3 Collaborate/piggyback on smaller projects/events with other organizations that overlap DIAAC's mandate.	TBD	Ongoing	Cross Cultural Learner Centre, London Immigration Partnership, LUSO, NECC
	4.4 Compile database of contacts for faith centres, neighborhood associations, ethno-cultural organizations and other organizations for DIAAC and other subcommittees use for outreach purposes. 4.4.1 Connect with Civic Administration for access to current database	Nil	Ongoing	
5. Share in role of research, knowledge attainment and providing recommendations to achieve mandate	5.1 Combined efforts of keeping apprised of best practices in other geographic areas and identifying issues happening within the CoL.	Nil	Education, Policy & Planning and Awareness subcommittee	Ongoing

DIAAC – Policy & Planning Sub-committee Work Plan 2019
(1st Wednesday of the month, ~ 12PM)

Goal	Implementation	Budget	Status	Responsibility
1. Review of policies at CoL related to Diversity and	1.1 Monitor development and implementation of the Diverse Voices 4 Change recommendations. Including voluntary disclosure for all appointments	Nil	September	Policy & Planning

<p>Inclusion</p>	<p>1.1.1. Diverse Voices 4 Change submitted their recommendations to Council following their research program. DIAAC has requested to be updated as recommendations are implemented/finalized by Staff.</p> <p>1.2 Provide input into the Community Diversity & Inclusion Plan and monitor implementation of plan.</p> <p>1.2.1. Offer resources and information that may be pertinent for the Diversity & Inclusion plan.</p> <p>1.2.2. Providing ongoing consultation & review</p> <p>1.2.3. Monitor and provide support of strategies that are to be implemented at municipal level.</p> <p>1.3 Monitor implementation of Truth and Reconciliation Commission</p> <p>1.3.1. Request process to be updated on TRC implementation</p> <p>1.4 Offer support and monitor progress of immigration strategy</p> <p>1.5 Review the following polices when they are up for review by City of London:</p> <p>1.1.1 CoL policies will be assigned to be</p>	<p>Nil</p> <p>Nil</p> <p>Nil</p>	<p>- Aden has requested Rosanna Wilcox and City Clerk attend September Policy & Planning subcommittee meeting for update.</p> <p>Ongoing</p> <p>September</p> <p>- Aden has requested Rosanna Wilcox to present re: progress of TRC recommendations</p> <p>Ongoing</p> <p>- Once submitted, the final copy will be sent to P&P prior to going to Council</p>	<p>Policy & Planning</p> <p>Policy & Planning</p> <p>Policy & Planning</p>
-------------------------	--	----------------------------------	--	--

	<p>reviewed on biannual basis. We will request to be notified when policies specifically relating to Diversity & Inclusion, Accommodations and Indigenous affairs, the P&P committee be earmarked to also review.</p>			
<p>2. Encourage greater diversity in all advisory committees</p>	<p>2.1 Develop standard statements that encourage greater diversity for the Terms of Reference of other City advisory committees</p> <p>2.2 Promote appointments process to diverse communities in city of London.</p> <p>2.2.1. In keeping with transparency and inclusivity, DIAAC has discussed that the appointments process may require further promotion among community members, to ensure a broad and diverse pool of candidates for appointment to committees.</p>	<p>Nil</p> <p>TBD</p>	<p>Ongoing</p> <p>Ongoing</p> <ul style="list-style-type: none"> - Discuss opportunities with City Clerk at September meeting. 	<p>Policy & Planning</p> <p>Policy & Planning</p>
<p>3. Support the development of DIAAC's structure</p>	<p>3.1 Review Terms of Reference and membership structure of DIAAC</p> <p>3.2 Facilitate the development of annual work plans for DIAAC; monitor and measure subsequent activities</p> <p>3.2.1. Review draft sub- committee work plans</p> <p>3.2.2. Consolidate into an aligned document</p> <p>3.2.3. Develop monitoring and measurement protocols</p> <p>3.3. Provide recommendations and</p>	<p>Nil</p> <p>Nil</p>	<p>Complete</p> <ul style="list-style-type: none"> - Finalized and sent to Pat. <p>July 2018</p> <p>August 2018</p> <p>Ongoing</p>	<p>Policy & Planning</p> <p>DIAAC</p> <p>Policy & Planning</p> <p>Policy & Planning</p>

	<p>supplemental materials to enhance the DIAAC new member orientation</p> <p>3.3.1.Collaborate with Clerk's Office on recommendations submitted via proposed new member orientation checklist.</p> <p>3.3.2.Facilitate development of DIAAC document to be completed by Education sub-committee - Put together materials to be reviewed by Policy & Planning, contribute to creation of DIAAC specific orientation. - Consider diverse ways of distributing orientation materials</p> <p>3.3.3.Develop the following documents: Established meeting practices, Roles and Responsibilities & Acronym List</p>	<p>Nil</p> <p>Nil</p>	<p>Summer 2017 – Completed. Discussed w/ Saleha Khan re: incorporating Gender & Equity Lens into new members orientation</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	<p>Policy & Planning</p> <p>Education and Policy & Planning subcommittee</p> <p>All subcommittees</p>
<p>4. Developing relationships with City of London</p>	<p>4.1 Establish positive relationships with Council</p> <p>4.1.1. Explore opportunities to work with Council members 4.1.1.1. Propose that all new council members meet w/ DIAAC.</p> <p>4.2 Explore relationships within the Corporation of the City of London whose work is impacted by diversity and inclusion; offering DIAAC as a resource</p> <p>4.2.1. Reach out to contact people in the following areas of the Corporation, inviting them to a P&P sub-committee meeting to learn about the work they do and possible interfacing with DIAAC: Intergovernmental Liaison Communications, Culture & Municipal</p>	<p>Nil</p> <p>Nil</p>	<p>Ongoing - Review once Equity &Inclusion lens is complete (Fall 2018)</p> <p>May 2018-2019</p>	<p>Policy & Planning</p> <p>Policy & Planning</p>

	<p>Policies, Community Development & Funding, Homelessness, Human Resources, Emergency Measures, Planning, Parks & Recreation, Housing, Social Services & Deerness, Transportation and Engineering</p> <p>4.2.2. Develop introductory message and prioritization of outreach.</p>		To be discussed at September DIAAC meeting	
5. Educate new members of DIAAC	<p>5.1 Collaborate with Education subcommittee to create new and revised content to enhance the DIAAC new member's orientation package</p> <p>5.1.1. Contribute to creation of orientation materials and provide recommendations/feedback as requested by Education subcommittee.</p>	Nil	Ongoing – to be completed prior to start of new term	Policy & Planning and Education subcommittee
6. Raise profile of DIAAC in community	6.1 Assist Education subcommittee with suggestions regarding DIAAC's web page on London.ca	Nil	June 2018 - Suggestions presented and approved in 2018	Education and Policy & Planning subcommittee

Accessibility Advisory Committee Report

The 10th Meeting of the Accessibility Advisory Committee
October 24, 2019
Committee Room #4

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

ABSENT: J. Wilson

ALSO PRESENT: K. Husain, L. Pompili, M. Stone and D. Turner

The meeting was called to order at 3:00 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

M. Dawthorne discloses a pecuniary interest in Item 5.1 of the 10th Report of the Accessibility Advisory Committee (ACCAC), having to do with the 2019 ACCAC Work Plan, by indicating that his employer provides alternative, accessible formats of documents.

J. Menard discloses a pecuniary interest in Item 5.1 of the 10th Report of the Accessibility Advisory Committee (ACCAC), having to do with the 2019 ACCAC Work Plan, by indicating that his employer provides alternative, accessible formats of documents.

2. Scheduled Items

2.1 Mechanical Parking Systems and Possible Repercussions for Accessibility

That it BE NOTED that the attached presentation from D. Satnik, EVE Park London GP Inc. and N. Dyjach, Stantec Consulting Ltd., with respect to mechanical parking systems and possible repercussions for accessibility as it relates to the property located at 1395 Riverbend Road, was received.

3. Consent

3.1 9th Report of the Accessibility Advisory Committee

That it BE NOTED that the 9th Report of the Accessibility Advisory Committee, from its meeting held on September 26, 2019, was received.

3.2 Municipal Council Resolution - 9th Report of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on October 15, 2019, with respect to the 9th Report of the Accessibility Advisory Committee, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 2019 ACCAC Work Plan

That it BE NOTED that the Accessibility Advisory Committee (ACCAC) held a general discussion with respect to the 2019/2020 ACCAC Work Plan.

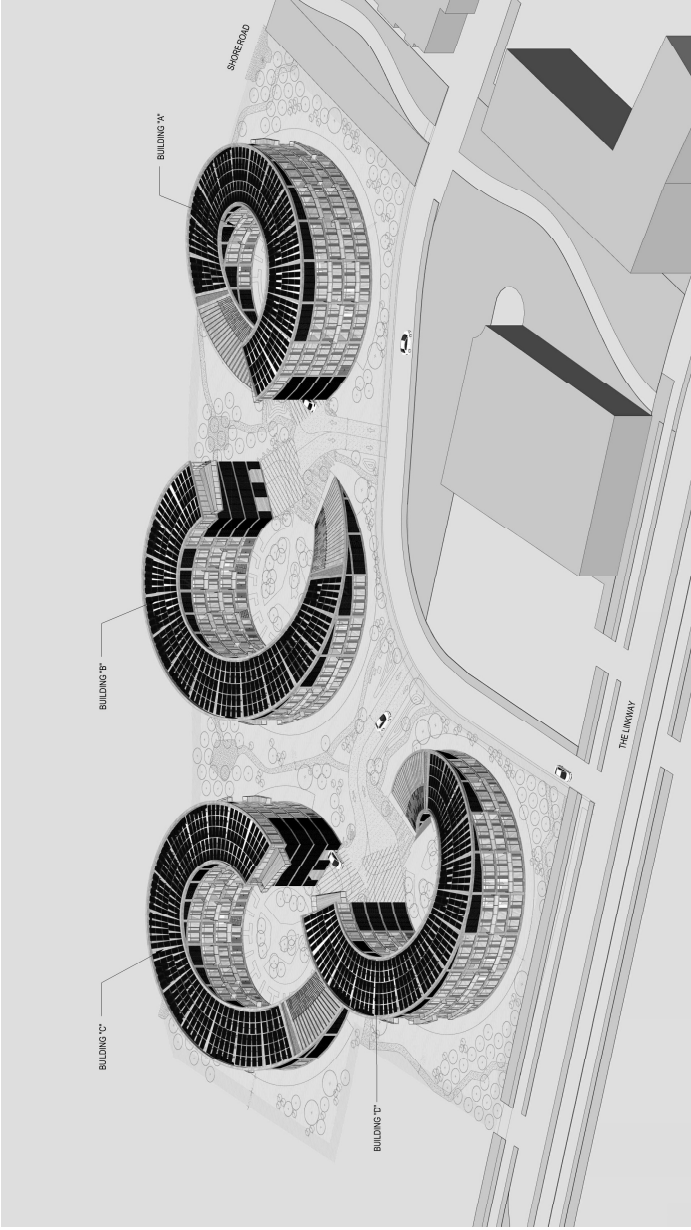
6. Adjournment

The meeting adjourned at 5:01 PM.

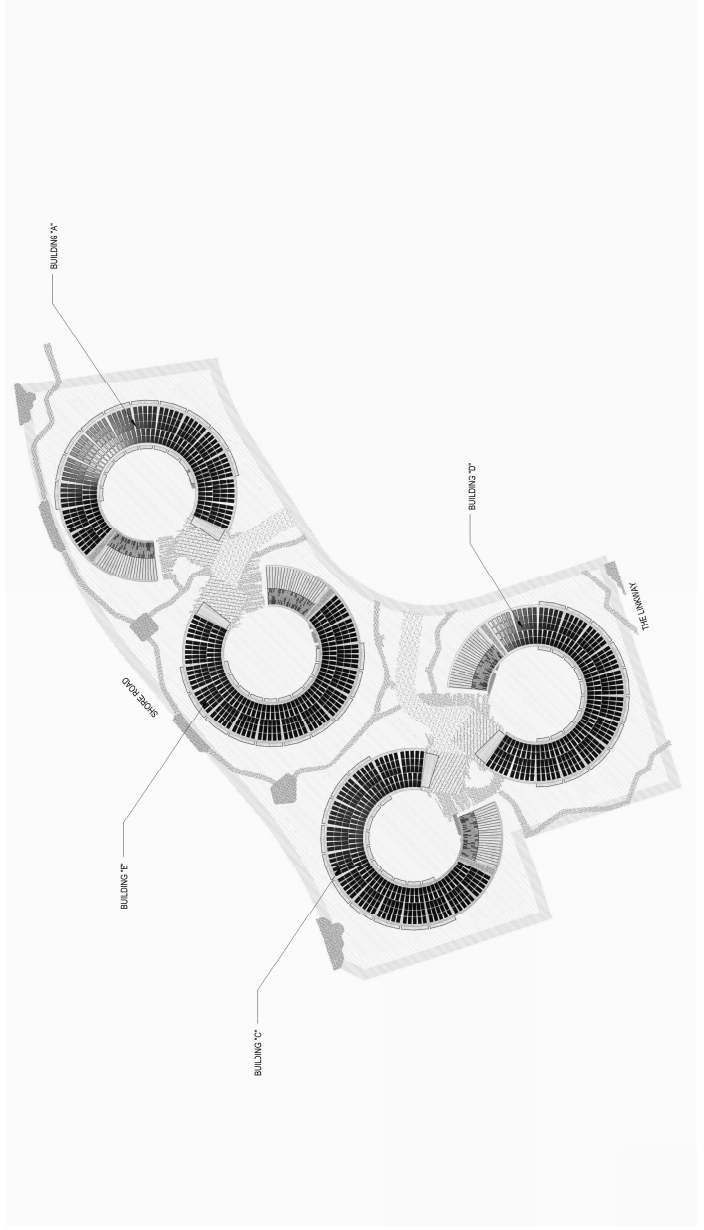


SHEET NOTES

GENERAL NOTES



02 PROJECT OVERVIEW - RENDERED AXONOMETRIC VIEW



01 PROJECT OVERVIEW - RENDERED SITE PLAN



KEY PLAN

Scale: 1:1000

NOT FOR CONSTRUCTION

Project Name:
ELECTRIC VEHICLE ENCLAVE

Project Number:
06-2659-000

Drawn:
PROJECT COORDINATOR - AXONOMETRIC VIEW

Check:

A0.100

© 2018 S2E Inc.

Liability Note

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.

Design Data

Existing Zone:	h, h-206, R5-3(18), R6-S(42), CF1(19), OS1
Proposed Use:	Residential
Lot Area:	18,907 m ² / 1.890 ha
Building Ground Floor Area (m ²):	5,163.3 m ²
Units:	80 total (20 units per building)
Density:	42.3 u.p.h
Lot Frontage:	58.27 m (Westdel Bourne)
Front and Exterior Side Yard:	9.1 m (Front - Westdel Bourne) & 3.7 m (Exterior Side - Shore Road) 7.4 m (Exterior Side - The Linkway)
Interior Side and Rear Yard:	18.2 m (Interior Side) & 10.8 m (Rear)
Landscaped Open Space:	59%
Lot Coverage:	26.5%
Height:	18.0 m
Parking:	84 (within carousel parking) 8 (visitor required) 101 Total provided

Notes

Revision	By	Appd.	YY.MM.DD
1.	RT	CH	19.08.12
Issued	By	Appd.	YY.MM.DD
File Name:	RT	CH	RT
	Dwn.	Chkd.	Disgn.
			19.03.18
			YY.MM.DD

Permit-Seal

Client/Project

EVE PARK LONDON GP INC.

EVE PARK

London, ON Canada

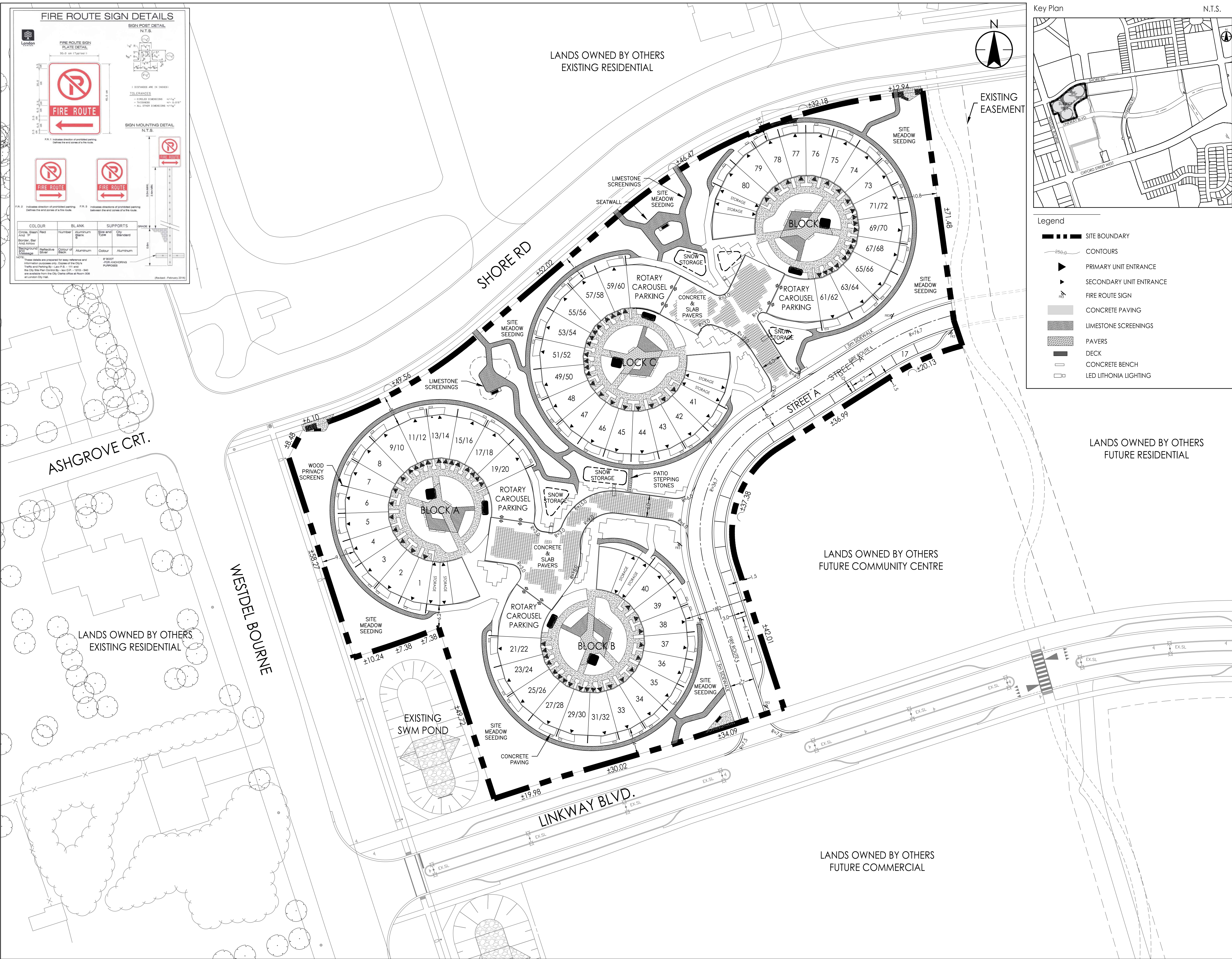
Title

SITE PLAN

Project No. 161413850 Scale: HORZ - 1 : 500

Drawing No. Sheet Revision

1 1 of 1 0



W:\161413850\design\drawing\adm\mg\mod\161413850_rsp.dwg
2019-03-18 10:28:07 AM

London Housing Advisory Committee

Report

The 9th Meeting of the London Housing Advisory Committee
October 9, 2019
Committee Room #4

Attendance PRESENT: B. Odegaard (Chair), M. Abdo, J. Banninga, M. Courey, J. Lane, C. O'Brien, J. Peaire, R. Peaker and M. Richings and D. Turner (Secretary)

ABSENT: B. Harris, M. Joudrey, W. Latuszak, and D. Peckham

ALSO PRESENT: J. Browne, S. Giustizia, H. Lysynski, G. Matthews, and D. Purdy

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

None.

3. Consent

3.1 8th Report of the London Housing Advisory Committee

That it BE NOTED that the 8th Report of the London Housing Advisory Committee, from its meeting held on September 11, 2019, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Market Based Measure Thresholds

That it BE NOTED that the London Housing Advisory Committee held a general discussion with respect to market based measure thresholds.

5.2 Poverty Trends in London, September 2015

That it BE NOTED that the London Housing Advisory Committee held a general discussion with respect to poverty trends in London and their relation to the affordable housing market;

it being further noted that the Poverty Trends in London, September 2015 document from the Child & Youth Network was received with respect to this matter.

6. Confidential

That the London Housing Advisory Committee convene, In Closed Session, for the purpose of considering the following:

6.1. Personal Matters / Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2020 Mayor's New Year's Honour List.

The London Housing Advisory Committee convened, In Closed Session, from 1:35 PM to 1:38 PM.

7. Adjournment

The meeting adjourned at 1:40 PM.



London
CANADA

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

October 16, 2019

Chair and Members of the
Community and Protective Services Committee

Re: Maintenance of Vacant Properties

Although the City of London's Property Standards By-law set out standards for the maintenance of vacant properties, including those properties designated by the municipality under the *Ontario Heritage Act* and/or located within a heritage conservation district under the *Ontario Heritage Act*, deterioration of these vacant properties continues to occur. It is important that the municipality does all that it can to protect these important features in the community.

As a result, I am seeking support of the following recommendation:

"That the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee on potential options that may be available to make sure vacant properties, including properties designated under the *Ontario Heritage Act* specifically those with Heritage Easement Agreements in place, are kept in good repair, including information on possible actions that could be taken to ensure compliance with City of London's By-laws, with a focus on public safety and nuisance control and preservation of heritage attributes, including but not limited to: the registration of vacant buildings; escalated fines or administrative penalties; and proactive City initiated demolition."

Respectfully submitted,

Arielle Kayabaga

Councillor, Ward 13



To: Chair and Members of the Community and Protective Services Committee
From: Mariam Hamou, London Public Library Board
Date: Oct 25, 2019
Subject: London City Council Support of the Canadian Urban Libraries Council (CULC) e-Content Campaign

LONDON PUBLIC LIBRARY BOARD RECOMMENDATIONS

That London City Council:

1. Recognize the important role that public libraries play in the community through early literacy programs that are integral to developing proficient readers and ensuring that children succeed in school and digital literacy programs that help ensure that citizens can contribute to the digital world;
2. Recognize that digital content is the fastest growing area of publishing and that public libraries must be able to offer digital publications to their customers as part of their core service offering to the community, particularly given the digital divide and the contemporary rapid pace of digitization of educational and cultural materials;
3. Recognize that for many seniors, low income families, youth, and new Canadians, libraries are a crucial tool for participation in their communities – from education to searching for jobs to consuming Canadian cultural materials, and that barriers to accessing digital publications hamper public libraries' capacity to provide modern, digital services to those demographic groups and to other library customers. This is exacerbated when some publications may only be available to public libraries in digital forms;
4. Indicate its support for London Public Library and the Canadian Urban Libraries Council in efforts to increase access to digital publications for public library customers in the City of Ottawa and across Canada;
5. Call on the Federal government to investigate the barriers faced by public libraries in acquiring digital publications and the problems these barriers pose for vulnerable demographic groups in Canada; and,
6. Further ask the Federal government to develop a solution that increases public library access to digital publications across Canada and assists public libraries in meeting the cost requirements to acquire digital publications.

Yours sincerely,

A handwritten signature in black ink that reads "Mariam Hamou".

Mariam Hamou
London Public Library Board Chair

BACKGROUND

The Canadian Urban Libraries Council

CULC advocates for better public library service in Canada's populated urban areas. Its member libraries represent communities in Canada that represent populations of 100,000 or more. London Public Library is an active member of CULC. More than 65% of all Canadians are served by a CULC member library and the activity in CULC libraries comprises more than 80% of Canada's public library activity.

Key e-Content Issues Facing Public Libraries

- To properly service their communities – including vulnerable groups like seniors, lower income individuals, and youth at risk that benefit from library access – CULC member libraries seek to ensure that Canadians have access to e-content through public libraries.
- Publishers, primarily headquartered outside Canada, are limiting Canadian libraries' access to e-content, and, even when a publication is made available, are making it prohibitively expensive to acquire e-content.
- Those restrictions and costs make it difficult for libraries to provide invaluable services that contribute to thriving and engaged communities. Public libraries and the early literacy programs that they run are integral to developing proficient readers and ensuring that children succeed in school. Digital literacy programs also help ensure that citizens can contribute to our digital world.
- Barriers to libraries accessing e-content hamper our capacity to provide modern, digitized services to those demographic groups and to other public library users. This is exacerbated when some publications may only be available to us in digital forms.

CULC e-Content Campaign – Federal

In late 2018 CULC/CBUC hired Temple Scott and Associates – an Ottawa/Toronto Communication and Government Relations firm to assist the organization and the CULC Digital Content Working Group to educate and influence policy makers on potential solutions to improve access conditions for Canadian Public Libraries.

This came after years of Position Statements and collaborative work that was only seeing the access conditions get worse. The goal of the campaign is to achieve a collaborative removal of some of the barriers facilitated by the Federal Government. Failing that, then policy and/or regulatory changes that would recognize the critical role that Canadian public libraries play in society and our democracy which would require changes by publishers.

CULC asked all member libraries to recommend to their boards that letters be addressed to all candidates for federal office informing of the issue. On September 26, 2019, the London Public Library approved the recommendation and letters have been sent (example appended to the end of this recommendation).

CULC e-Content Campaign – Municipal

Another component of the campaign includes coast to coast municipal motions in support of Fair e-Content pricing and access models. Municipalities across Canada have indicated their support for public library users and public libraries across Canada. Those that have passed a motion of support to date:

Barrie
Cambridge
Edmonton
Kitchener
Markham

Mississauga
Okanagan
Ottawa
Pickering
Richmond

St. Catharines
Surrey
Toronto
Vaughan

Sample Letter to Federal Members of Parliament from Council/Mayor

I am writing on behalf of the London Public Library, which provides an essential service and is invaluable to the community of London and its citizens. Libraries and the programs they provide are integral to ensuring a thriving democracy. Public library digital literacy programs help ensure that citizens are able to contribute to our digital world. Additionally, for many seniors, lower income families, youth, and new Canadians, public libraries provide access to resources they may not otherwise be able to obtain. Canadians rely on libraries as an important tool for their participation in the community - from early literacy and education to searching for jobs to consuming Canadian cultural materials.

Members of the Canadian Urban Libraries Council / Conseil des Bibliothèques Urbaines du Canada (CULC/CBUC) spend approximately \$1 00 million in public funds annually on library acquisitions. In the City of Edmonton, we are spending close to 3 million dollars every year in an effort to acquire digital content, physical library materials and other resources in demand by library users. Even with this significant expenditure, our public libraries increasingly struggle to obtain digital content from multinational publishers due to cost pressures they face locally and because of the prohibitive licensing limitations applied to digital publications. By way of example, Canadian author Louise Penny's book Kingdom of the Blind is available to libraries for \$13 as a paperback, \$22 in hard cover and \$60 in digital form. The \$60 cost would allow the e-book to be checked out 52 times or for 2 years - whichever happens first, without the library 'owning' the item. A paper edition would be expected to last 3 to 4 years at a substantially reduced cost.

The critical challenge is that multinational publishers are limiting public library access to digital content, and, even when a publication is made available, are making it prohibitively expensive to acquire most digital publications. If libraries cannot appropriately serve the public with timely access to digital publications, our communities will suffer. Governments need to be aware of the lack of access to digital publications, their support is needed in developing solutions - especially as governments seek to identify community tools that can help vulnerable groups grow and reach their potential.

Along with CULC/CBUC members across Canada, we are asking the Federal government to recognize the critical role that libraries play in serving our communities by providing access to resources that allow community members to learn and grow. The Federal government has a vital role to play in ensuring that Canadian libraries can meet the growing demand for digital publications. We ask you to prioritize finding a solution to the barriers that Canadian libraries face in accessing digital publications.

I would be happy to further discuss at your convenience.



Fair e-content pricing for public libraries

Dear Mrs. Vecchio,

I am writing on behalf of the public libraries in Elgin—Middlesex—London, which provide essential services and are integral parts of our communities, to seek your support on an issue important to providing comprehensive, modern library services.

The Canadian Urban Libraries Council, of which London Public Library is a member, is asking candidates from all political parties in this October's Federal election to commit to working collaboratively to ensure that multinational publishers provide Canada's public libraries with affordable access to e-content, to meet the needs of public library users in our community and across the country.

Public libraries increasingly struggle to obtain e-content from multinational publishers, primarily because of the often-strict licensing limitations and prohibitive prices applied to those publications. For example, Canadian author Louise Penny's novel *Kingdom of the Blind* is available to public libraries for \$13 as a paperback, \$22 in hard cover, and \$60 as an e-Book with a two year limit.

Moreover, some titles, such as *21 Things You May Not Know About the Indian Act: Helping Canadians Make Reconciliation with Indigenous Peoples a Reality* by Robert P.C. Joseph are currently not available to Canadian libraries in any eAudio format due to exclusive licensing models that prevent titles being offered for sale to public libraries. Barriers to public libraries accessing digital content hamper our capacity to provide modern, digitized services to our customers.

Libraries and the programs they provide are integral to ensuring a thriving democracy. Public library digital literacy programs help ensure that citizens are able to contribute to our digital world. Additionally, for many seniors, lower income families, youth, and new Canadians,



public libraries provide access to resources they may not otherwise be able to obtain. Canadians rely on libraries as an important tool for their participation in the community – from early literacy and education to searching for jobs to consuming Canadian cultural materials.

It is essential that we have affordable access to e-content, so that all Canadians can benefit from the growing trend towards digitization. I'd appreciate hearing from you at your earliest convenience to confirm that you are prepared to commit to working with libraries across Canada to have the access to econtent required to properly serve our communities.

Yours sincerely,

Mariam Hamou
London Public Library Board Chair

On behalf of the London Public Library Board:

Stuart Clark, Michelle Boyce, Brian Gibson, Shawn Lewis, Jeremy McCall, Elizabeth Peloza, James Shelley, Donna Vachon

Please respond at ceo@lpl.ca or contact us through [Twitter](#) or [Facebook](#).

CULC Government Relations Campaign—Accessing E-content FAQ

Why is CULC launching a campaign to improve access to E-Content?

Multinational publishers, including Amazon, primarily headquartered outside Canada, are limiting public library access to e-content, and, even when a publication is made available, are making it prohibitively expensive to acquire. Licensing restrictions, embargoes, and high costs make it difficult for libraries to provide important services that contribute to a thriving and engaged democracy.

Public libraries and the early literacy programs they provide are integral to developing proficient readers and to ensuring that children succeed in school. Digital literacy programs also help ensure that citizens develop capacity to contribute to our digital world. Additionally, for many, including seniors, those with print disabilities, low income families, youth, and new Canadians, public libraries are a crucial tool for participation in their communities.

What digital publications are difficult to access for public libraries?

All types of digital content - including ebooks, eaudio, newspapers, and magazines – have become either prohibitively expensive or not available to public libraries. This is especially true for digital content published by multinational publishers.

Why do libraries feel election candidates can assist in solving this problem?

CULC's goal in reaching out to candidates is to increase understanding of the e-content issue amongst all parties and to ensure those candidates that are successful in being elected are committed to finding a solution. Once elected, we will ensure these allies are provided material to continue raising this issue until an appropriate solution is found.

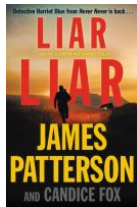
Aren't libraries governed provincially, why is the Federal government being targeted?

The Federal government currently has regulations under the Copyright Act in relation to book importation (which do not currently address e-content) and is best-placed to provide a comprehensive, Canada-wide solution to the e-content issue.

What is CULC's proposed solution?

We are asking the Federal government to help overcome the barriers that Canadian library users face in accessing e-content. We see three options – first, we ask that the federal government initiate discussions with both CULC and multinational publishers to find a collaborative solution; should these efforts be unsuccessful we would ask the federal government to investigate legislative or regulatory options that would address the access to e-content issue.

Cost to London Public Library



Hachette

Print cost: \$22.00/copy

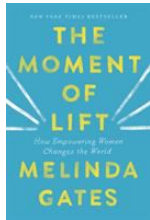
eBook cost:\$65.00/2 year license, One Copy One User



HarperCollins

Print cost: \$20.00/copy

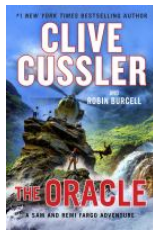
eBook cost:\$32.99/26 circulations ,One Copy One User



MacMillan

Print cost: \$21.00/copy

eBook cost:\$60/first of 2 years or 52 checkouts, One Copy One User,
4-month embargo



Penguin Random House

Print cost: \$23.00/copy

eBook cost:\$57/2 year license, One Copy One User



Simon & Schuster

Print cost: \$24.00/copy

eBook cost:\$83.99/2 year license, One Copy One User

Hello there,

I am writing on behalf of the Human Environments Analysis Laboratory Youth Advisory Council (HEALYAC). The HEALYAC has just recently written a position statement on vaping in schools, and if possible, they would love the opportunity to present their concerns at the **CPSC meeting on December 3rd at 4pm**. I have attached their position statement to this email for you to better understand their concerns, their stance, and their recommendations to mitigate this issue. If you could please let me know if this would be possible, and what the next steps are to arrange this, that would be greatly appreciated. I have at least one member who has agreed to speak (Suraj, who is CC'd), but if we are able to have a few speakers, I am sure another member would love to join as well. Have a wonderful day!

Kind Regards,

Drew (& the HEALYAC team)

Drew Bowman, BHSc (Hons), MA
Field Manager & Research Assistant
Human Environments Analysis Laboratory
Department of Geography
University of Western Ontario

POSITION STATEMENT: VAPING IN SCHOOLS AND STUDENT HEALTH

We, the HEALYAC, are concerned about the rising prevalence of vaping in our schools. Easy access to these products leaves all high school students, both those who vape and their peers, vulnerable to the uncertain consequences of vaping. The lack of evidence and awareness involving the health effects of vaping and the impacts of exposure to vaping, is a key health issue facing teenagers in Canada. We are calling for additional research, and immediate implementation of government regulation, improved detection and enforcement in schools, and cessation and coping support for youth

THE PROBLEM

Vaping Enforcement and Exposure

In recent years, vaping products have gained significant traction in Canada [1-2]. Vapes, or e-cigarettes, are becoming especially popular amongst teenagers, particularly in school settings [3-4]. As members of the HEALYAC, we are not only concerned about our daily involuntarily exposure to vaping, but also the distraction that e-cigarette use causes in educational environments. Despite potential consequences, many teens are using vaping products on school property at an alarming rate. This could be attributed to the fact that vaping is largely undetected and restrictions remain unenforced. The undetectable nature of vaping allows for high school students to vape not only on the property surrounding schools, but also in classrooms, gyms, and bathrooms [3,5]. This poses both a distraction and a barrier to learning. We feel that most vaping occurs in areas that are not monitored or have little to no security, including bathrooms. This frequent and involuntary exposure can lead to students feeling pressured by peers to experiment with vaping. Thus, we strongly encourage stricter enforcement in schools to mitigate this issue and reduce the prevalence of vaping in educational settings. Optimizing enforcement and restricting vaping within and around schools would improve adolescent health and foster safe spaces for learning.

Access to Products

The Tobacco and Vaping Products Act regulates the marketing, sale, and use of vaping devices and their associated products in Canada. Legally, only those of majority age (typically 19+) in their province or territory may purchase vaping devices and products. However, teenagers have reported significantly elevated use of nicotine and other products via vaping devices [6-7]. In Canada, users report purchasing their devices from traditional retail outlets, which highlights that the lack of regulatory enforcement enables teenagers to easily access vaping products in their community [8]. In addition, online sales of vaping products in Canada do not require age verification upon purchase, and only include a loosely enforced guideline for age verification on delivery [7]. It is clear the lack of enforcement, and desire to balance regulatory demands, has made it easier for us, and other teenagers, to access vaping devices, and associated nicotine-based products.

Vaping and Mental Health

In our schools, many students experience academic stress and anxiety, and we have noticed that some students are using vaping to cope with these feelings. We are deeply concerned about associated risks with vaping that can lead to nicotine addiction and physical dependence. Those who wish to quit may experience the hardships of withdrawal [9]. Exposure to nicotine can lead to reduced impulse control, and cognitive and behavioural problems [9]. Youth are especially susceptible to its negative effects, as it is known to alter their brain development and can affect memory and concentration [10]. Stress during adolescence is a risk factor for the initiation of nicotine consumption and studies have shown that vaping is a mediator in the decision to start smoking in previously nonsmoking adolescents [11, 12]. Stress during adolescence may further augment the rewarding properties of nicotine and alter behavioral responses to nicotine later in life. In addition, nicotine addiction can exacerbate symptoms of depression and anxiety [13]. Further, given the prevalence of vaping in our schools, we believe that it has not only become a classroom distraction, but has also a new avenue for peer pressure to consume controlled substances.

Lack of Evidence and Awareness Related to Health Impacts of Vaping

There is a lack of scientific evidence available for young people to make informed decisions about vaping. The liquid solution used in vapes contains several ingredients that are potentially harmful and addictive, including nicotine, propylene, and glycol. Vaping devices can also be used to consume marijuana or cannabis products [3]. While the long-term consequences of inhaling vaping products are unclear, recent studies provide preliminary evidence related to the health effects of nicotine and tobacco use. For example, studies show that daily e-cigarette use is associated with an elevated risk of heart attack [14], and with regard to youth and adolescents specifically, nicotine use has been found to negatively affect brain development [10,15,16] and lead to tobacco smoking initiation [17]. Furthermore, the risk that vaping fumes may pose to bystanders is unknown. Our concerns are that teens are either unaware of the potential health effects of vaping or that the uncertainty of the evidence around vaping is leading to an assumption that there are no negative consequences.

Given the serious consequences that vaping can have on youth's health and wellbeing, we believe immediate action is necessary. As representatives of youth in our community, we propose the following recommendations to address this complex public health issue.

RECOMMENDATIONS

Conduct Longitudinal Research

Although research is limited on the health impacts of vaping, we believe there is enough evidence to justify efforts to prevent the use of vaping products by youth. The long-term safety of inhaling some of the chemicals found in vaping liquid is unknown and should continue to be assessed. Identifying the health impacts of these chemicals and the differences between adolescents and adults in response to vaping, particularly on measures associated with nicotine addiction and mental health, is critical to creating effective prevention and reduction programs and policies.

Promote Mental Health and Coping Strategies

Vaping is not intended for youth and non-smokers, nor is it an appropriate tool for stress management. Early addiction to nicotine can exacerbate symptoms of depression and alter brain development. Since stress is often cited as a reason to engage in vaping, effective stress management programs that are age appropriate should be created. Conversations with youth should include facts of mental health issues and consequences of nicotine addiction that may arise from vaping. We should have improved access to support and healthier alternatives to vaping to cope with stress and anxiety. Teachers, school administrators, parents, and students should be provided with information on effective vaping prevention and cessation strategies, as well as mental health resources for teens.

Control Access to Products

In no case should those younger than 19 years be able to access vaping devices and associated products. We recommend that local, provincial, and federal regulations be modified to introduce strict marketing rules, and new safeguards on the online purchase of vaping products.

Local: Local governments should dedicate resources to the monitoring and inspection of retail outlets selling vaping devices and their products. In addition, the sale of vaping devices and their products should be banned at establishments frequented by youth.

Provincial: The health curriculum should be modified to discourage vaping and inform students about the negative health effects of using vaping-associated products. The province should work with the federal government to establish a secure electronic identity system to verify the age of online purchasers of vaping products.

Federal: Government agencies should invest in research to understand the health effects and uptake of vaping among young people, and work with local and provincial governments to ensure enforcement of existing regulations on vaping.

Develop Youth-Oriented Educational Campaigns

Given the overall uncertainty and lack of awareness surrounding vaping, we emphasize that, in addition to policy and government action to restrict vaping, greater efforts should be made to educate students and the wider public about the potential health-related consequences. We feel that the current messaging from the government about the consequences of vaping need to be more youth oriented. We recommend that health education campaigns about vaping be developed with content and messaging relevant to and targeted at youth, and subsequently disseminated through channels and platforms accessed by youth.

Improve Enforcement and Reduce Exposure

We would like to see vaping prohibited on school property. We recommend that education infrastructure is a key area for intervention, specifically in relation to detection, training and awareness, and security.

Detection: Infrastructure additions, such as vape detection sensors, could reduce the prevalence of vaping in schools and deter teens from vaping on school property.

Training: Training for teachers and school staff to recognize and detect the presence of vaping on school property could prove to be an effective means for enforcing vaping regulations in schools.

Security: Additional security and monitoring in educational settings may curb the use of vapes and e-cigarettes. Regular supervision of common 'places of usage', or areas that have high instances of vaping (i.e., gyms, hallways, classrooms, libraries) is needed.

REFERENCES

- Reid, J. L., Rynard, V. L., Czoli, C. D., & Hammond, D. (2015). Who is using e-cigarettes in Canada? Nationally representative data on the prevalence of e-cigarette use among Canadians. *Preventive Medicine*, 81(1), 180-183. doi: 10.1016/j.ypmed.2015.08.019
- Heart & Stroke. (2018). E-cigarettes in Canada. Retrieved from <https://www.heartandstroke.ca/-/media/pdf-files/position-statements/ecigarettesinCanada.aspx?ia=en&hash=8939FF52C37A5E11C551176982F2E4AC5D38D605>
- Morean, M. E., Kong, G., Camenga, D. R., Cavallo, D. A., & Krishnan-Sarin, S. (2015). High School Students' Use of Electronic Cigarettes to Vaporize Cannabis. *Pediatrics*, 136(4), 611-616. doi:10.1542/peds.2015-1727
- Patrick, M. E., Miech, R. A., Carlier, C., O'Malley, P. M., Johnston, L. D., Schulenberg, J. E. (2016). Self-reported reasons for vaping among 8th, 10th, and 12th graders in the US: Nationally-representative results. *Drug and Alcohol Dependence*, 165(1), 275-278. doi:10.1016/j.drugalcdep.2016.05.017
- Allem, J., Dharmapuri, L., Unger, J. B., & Cruz, T. B. (2018). Characterizing JUUL-related posts on Twitter. *Drug and Alcohol Dependence*, 190(1), 1-5. doi:10.1016/j.drugalcdep.2018.05.018
- Gostin, L. O., & Glasner, A. Y. (2014). E-cigarettes, vaping, and youth. *Journal of the American Medical Association*, 312(6), 595-596. doi: 10.1001/jama.2014.7883
- House of Commons Canada. (2019). Vaping: toward a regulatory framework for e-cigarettes. Report of the Standing Committee on Health. Retrieved from: <https://www.ourcommons.ca/DocumentViewer/en/41-2/HESA/report-9>
- Braak, D. C., Cummings, K. M., Nahhas, G. J., Heckman, B. W., Borland, R., Fong, G. T., ..., & Shang, C. (2019). Where do vapers buy their vaping supplies? Findings from the International Tobacco Control (ITC) 4 Country Smoking and Vaping Survey. *International journal of environmental research and public health*, 16(3), 338.
- Canada, Health. "Government of Canada." Risks of Vaping - Canada.ca. Government of Canada, 14 June 2019, www.canada.ca/en/health-canada/services/smoking-tobacco/vaping/risks.html#3.
- England, L. J., et al. (2015). Nicotine and the developing human: a neglected element in the electronic cigarette debate. *American journal of preventive medicine* 49(2), 286-293.
- Miech R, Patrick ME, O'Malley PM, et al E-cigarette use as a predictor of cigarette smoking: results from a 1-year follow-up of a national sample of 12th grade students *Tobacco Control* 2017;26:e106-e111.
- Ontario Agency for Health Protection and Promotion (Public Health Ontario), Berenbaum E, KellerOlaman S, Manson H, Moloughney B, Muir S, Simms C, Singh H, Watson K. Current evidence on e-cigarettes: a summary of potential impacts. Toronto, ON: Queen's Printer for Ontario; 2018.
- Dierker, L., Rose, J., Selya, A., Plasecki, T. M., Hedeker, D., & Mermelstein, R. (2015). Depression and nicotine dependence from adolescence to young adulthood. *Addictive behaviors*, 41, 124-128. doi:10.1016/j.addbeh.2014.10.004
- Czoli, C. D., Fong, G. T., Goniewicz, M. L., & Hammond, D. (2019). Biomarkers of Exposure Among "Dual Users" of Tobacco Cigarettes and Electronic Cigarettes in Canada. *Nicotine & tobacco research : official journal of the Society for Research on Nicotine and Tobacco*, 21(9), 1259-1266. doi:10.1093/ntr/nty174
- England, L. J., Bunnell, R. E., Pechacek, T. F., Tong, V. T., & McAfee, T. A. (2015). Nicotine and the Developing Human: A Neglected Element in the Electronic Cigarette Debate. *American journal of preventive medicine*, 49(2), 286-293. doi: 10.1016/j.amepre.2015.01.015
- Yuan, Menglu & Cross, Sarah & Loughlin, Sandra & Leslie, Frances. (2015). Nicotine and the adolescent brain. *The Journal of physiology*. 593. 10.1113/jp270492.
- Hammond, D., Reid, J. L., Cole, A. G., & Leatherdale, S. T. (2017). Electronic cigarette use and smoking initiation among youth: a longitudinal cohort study. *Canadian Medical Association Journal*, 189(43), E1328 LP-E1336. <https://doi.org/10.1503/cmaj.161002>

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of October 11, 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>Mayor's Meeting With the Accessibility Advisory Committee – Update</u> That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his</p>	August 14, 2018	TBD	S. Datars Bere C. Saunders G. Kotsifas J. Fleming	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>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>			<p>S. Stafford M. Hayward B. Card M. Daley K. Scherr B. Coxhead A.L. Barbon</p>	
4.	<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	<p>R. Wilcox M. Hayward</p>	
5.	<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 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>	December 10, 2018	TBD	<p>G. Kotsifas A. Drost</p>	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
6.	<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)	
7.	<p><u>Proposed Accessible Vehicle for Hire Incentive Program – Update</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:</p> <p>b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire.</p>	September 10, 2019	TBD	G. Kotsifas O. Katolyk	
8.	<p><u>Tow Truck Solicitation at Accident Scenes</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the</p>	September 10, 2019	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>staff report dated September 10, 2019 related to tow truck solicitation at accident scenes:</p> <p>a) the above-noted report BE RECEIVED;</p> <p>b) the Civic Administration BE DIRECTED to 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 at a future meeting of the Community and Protective Services Committee; and,</p> <p>c) the delegation request from D. Williams, 519TOW, as appended to the agenda, with respect to this matter, BE DEFERRED to the above-noted public participation meeting.</p>				
9.	<p><u>Swimming Pool Fence By-law Review Update</u> That the following actions be taken with respect to the staff report dated September 10, 2019 related to a swimming pool fence by-law review update:</p> <p>a) the above-noted report BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to drainage issues related to backyard pools.</p>	September 10, 2019	TBD	G. Kotsifas O. Katolyk	
10.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the "Special Events Policies and Procedure Manual":</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the "Special Events Policies and Procedures Manual" BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City's "Special Events Policies and Procedures Manual" and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p>	September 10, 2019	TBD	S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and, iii) increased fines and penalties for special events that contravene the Manual.				
11.	<u>Short Term Accomodations</u> That the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee with respect to potential regulatory options that could be put in place to address short term rental accommodations in London; it being noted that the communication dated September 26, 2019, from Councillor A. Hopkins, was received with respect to this matter.	October 8, 2019	TBD	G. Kotsifas	