

# Community and Protective Services Committee

## Report

1st Meeting of the Community and Protective Services Committee  
December 3, 2019

PRESENT: S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor J. Morgan; A. Anderson, J. Bunn, C. Cooper, S. Datars Bere, O. Katolyk, L. Livingstone, A. Macpherson, J.P. McGonigle, N. Musicco, D. O'Brien, K. Pawelec, D. Purdy, C. Saunders, M. Schulthess, C. Smith, J. Taylor

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

#### 1.2 Election of Vice Chair for the term ending November 30, 2020

Moved by: M. van Holst

Seconded by: S. Hillier

That Councillor P. Squire BE ELECTED Vice-Chair of the Community and Protective Services Committee for the term ending November 30, 2020.

Yeas: (5): S. Lewis, M. van Holst, P. Squire, S. Hillier, and E. Holder

Absent: (1): M. Salih

**Motion Passed (5 to 0)**

### 2. Consent

Moved by: E. Holder

Seconded by: M. van Holst

That Items 2.1 to 2.7 and 2.9 BE APPROVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

#### 2.1 10th Report of the London Housing Advisory Committee

Moved by: E. Holder

Seconded by: M. van Holst

That the 10th Report of the London Housing Advisory Committee, from its meeting held on November 13, 2019, BE RECEIVED.

**Motion Passed**

#### 2.2 10th Report of the Animal Welfare Advisory Committee

Moved by: E. Holder

Seconded by: M. van Holst

That the following actions be taken with respect to the 10th Report of the Animal Welfare Advisory Committee, from its meeting held on November 7, 2019:

- a) the expenditure of up to \$500.00 from the 2019 AWAC budget BE APPROVED for the printing of animal welfare related educational materials, including the Coexisting with Wildlife brochure, the Keeping Coyotes Away brochure, the You, Your Dog & Nature in London brochure, and the Is Your Cat Safe Outdoors? brochure, for distribution at future community events, such as the 2020 Go Wild, Grow Wild event; it being noted that the AWAC has sufficient funds in its 2019 budget to cover this expense; and,
- b) clauses 1.1, 2.1, 3.1, 3.2, 5.1 and 5.3 to 5.5, BE RECEIVED.

**Motion Passed**

2.3 3rd Report of the Childcare Advisory Committee

Moved by: E. Holder  
Seconded by: M. van Holst

That the 3rd Report of the Childcare Advisory Committee, from its meeting held on October 30, 2019, BE RECEIVED.

**Motion Passed**

2.4 2019 Annual Emergency Management Program Update

Moved by: E. Holder  
Seconded by: M. van Holst

That, on the recommendation of the Deputy City Manager, the following actions be taken with respect to the staff report dated December 3, 2019 related to the 2019 Annual Emergency Management Program Update:

- a) the proposed by-law, as appended to the above-noted by-law, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to amend By-law No. A.-7657-4, being "A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan" in order to repeal and replace Schedule A to the by-law, being the City of London Emergency Response Plan; and,
- b) the above-noted staff report BE RECEIVED. (2019-P03)

**Motion Passed**

2.5 Neighbourhood, Children and Fire Services Funding Agreement Template

Moved by: E. Holder  
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the proposed by-law, as appended to the staff report dated December 3, 2019, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to:

- a) authorize and approve the Neighbourhood, Children and Fire Services Funding Agreement Template, as appended to the above-noted by-law; and,

b) delegate the authority to the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the manager IV, Neighbourhood, Children and Fire Services, the authority to execute the Funding Agreements based on the above-noted Template subject to the following:

- i) such actions are consistent with the requirements contained in the above-noted Funding Agreement;
- ii) such actions are in accordance with all applicable legislation;
- iii) such actions do not require additional funding or are provided for in the City's current budget; and,
- iv) such actions do not increase the indebtedness of liabilities of The Corporation of the City of London. (2019-S07)

**Motion Passed**

2.6 Agreement with Huff N' Puff Seniors Fitness Association of London, Ontario, For Access to Recreation Facilities

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated December 3, 2019, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to:

- a) authorize and approve the Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and Huff N' Puff Seniors Fitness Association of London, Ontario, with respect to priority booking and establishing reduced rental rates for the use of certain City of London facilities; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S02)

**Motion Passed**

2.7 Homeless Prevention Municipal Purchase of Service Agreement Template

Moved by: E. Holder

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated December 3, 2019, BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019, to:

- a) approve the Municipal Purchase of Service Agreement, as appended to the above-noted by-law, as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London; and,
- b) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or their written designate, to execute Municipal Purchase of Service Agreements with Service Providers, employing the standards form Agreement authorized and approved above, that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from the Municipal Council. (2019-S14)

**Motion Passed**

- 2.9 Request for Renaming a Portion of a Multi-Use Pathway to Jane Bigelow Pathway (Wellington Street to Adelaide Street)

Moved by: E. Holder  
Seconded by: M. van Holst

That, on the recommendation of the Civic Administration, the request to name a portion of the south branch of the Thames Valley Parkway that runs from Wellington Street to Adelaide Street, the “Jane Bigelow Pathway”, BE APPROVED. (2019-R04)

**Motion Passed**

- 2.8 Municipal Council Approval of the Housing Stability Plan 2019 to 2024, As Required Under the Housing Services Act, 2011

Moved by: E. Holder  
Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Homeless Prevention and Housing Plan update:

- a) the Housing Stability Plan 2019-2024, as appended to the staff report dated December 3, 2019, BE APPROVED;
- b) the above-noted plan BE ADOPTED as the local service management plan required under the Housing Services Act, 2011; and,
- c) a copy of the resolution and plan BE FORWARDED to the Provincial Minister of Municipal Affairs and Housing;

it being noted that any final amendments to the above-noted document, based on provincial review, will be included in its final published version and shared with the Municipal Council;

it being further noted that the attached presentation from C. Cooper, Manager, Homeless Prevention and D. Purdy, Manager, Housing Services, was received with respect to this matter. (2019-S11)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**3. Scheduled Items**

- 3.1 Vaping in Schools and Student Health

Moved by: M. Salih  
Seconded by: M. van Holst

That the attached presentation from A. Manji and E. Park, Human Environments Analysis Laboratory Youth Advisory Council (HEALYAC) and the verbal presentation Dr. C. Mackie, Middlesex-London Health Unit, with respect to vaping in schools and student health, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

3.2 Public Participation Meeting - Tow Truck Operator Licence - Business Licence By-law L.131-16

Moved by: M. van Holst

Seconded by: P. Squire

That the proposed by-law, as appended to the staff report dated December 3, 2019, with respect to the addition of a new category, definition, and fees to the Business Licence By-law BE REFERRED back to the Civic Administration for further consultation with stakeholders and the London Police Services Board and a report back to the Community and Protective Services Committee no later than Q2 of 2020; it being noted that the attached presentation from N. Musicco, Specialist I, Municipal Policy, was received with respect to this matter;

it being further noted that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

- F. Ibrahim;
- M. Aboukhamis;
- T. Aboukhamis;
- D. Nelson, Canadian Towing Association;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made an oral submission regarding this matter. (2019-T08/P09)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Voting Record:

Moved by: M. Salih

Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: M. Salih

Seconded by: P. Squire

Motion to close the public participation meeting.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

4. Items for Direction

4.1 Policies and Funding - Arts and Culture - K. O'Neill - Request for Delegation Status

Moved by: M. van Holst  
Seconded by: P. Squire

That the delegation request by K. O'Neill with respect to policies and funding related to arts and culture, BE APPROVED for a future meeting of the Community and Protective Services Committee; it being noted that the communication from K. O'Neill, as appended to the agenda, was received with respect to this matter. (2019-F11A/R08)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: M. Salih  
Seconded by: P. Squire

That the Deferred Matters List for the Community and Protective Services Committee, as at November 21, 2019, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

5.2 (ADDED) 11th Report of the Accessibility Advisory Committee

Moved by: M. Salih  
Seconded by: M. van Holst

That the following actions be taken with respect to the 11th Report of the Accessibility Advisory Committee, from its meeting held on November 28, 2019:

- a) delegation status for the Chair of the Accessibility Advisory Committee, or designate, to speak at the January 23, 2020 Strategic Priorities and Policy Committee meeting with respect to the City of London Budget, BE APPROVED; and,
- b) clauses 1.1, 2.1, 2.2, 3.1 to 3.5, 5.1 to 5.3, 5.5 and 5.6, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**6. Confidential**

None.

**7. Adjournment**

The meeting adjourned at 6:57 PM.

# London Housing Advisory Committee

## Report

The 10th Meeting of the London Housing Advisory Committee  
November 13, 2019  
Committee Room #4

Attendance PRESENT: B. Odegaard (Chair), J. Banninga, M. Courey, B. Harris, M. Joudrey, J. Lane, C. O'Brien, J. Peaire, R. Peaker, D. Peckham, M. Richings and D. Turner (Committee Clerk)

NOT PRESENT: M. Abdo and W. Latuszak

ALSO PRESENT: J. Browne, D. Calderwood-Smith, S. Giustizia, G. Matthews, D. Purdy and M. Stone

The meeting was called to order at 12:15 PM

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 Accessibility for Ontarians with Disabilities (AODA) Orientation

That it BE NOTED that the attached presentation from M. Stone, Supervisor I, Municipal Policy (AODA), with respect to an orientation on accessibility standards in Ontario, was received.

### 3. Consent

#### 3.1 9th Report of the London Housing Advisory Committee

That it BE NOTED that the 9th Report of the London Housing Advisory Committee, from its meeting held on October 9, 2019, was received.

#### 3.2 Municipal Council Resolution - 8th Report of the London Housing Advisory Committee

That it BE NOTED that the Municipal Council resolution, from the meeting held on October 15, 2019, with respect to the 8th Report of the London Housing Advisory Committee, was received.

#### 3.3 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 464-466 Dufferin Avenue and 499 Maitland Street

That it BE NOTED that the Notice of Planning Application, dated November 6, 2019, from M. Vivian, Planner I, with respect to an Official Plan and Zoning By-law Amendment for the properties located at 464-466 Dufferin Avenue and 499 Maitland Street, was received.

### 4. Sub-Committees and Working Groups

None.

## **5. Items for Discussion**

### **5.1 Community Housing Modernization Strategy - Provincial Regulatory Amendments**

That it BE NOTED that the committee held a general discussion with respect to the Community Housing Modernization Strategy, including the impact of new provincial regulations on the application process and a tenant's ability to refuse an offer of housing.

### **5.2 LHAC Feedback on the Housing Stability Plan Draft Strategies and Actions**

That it BE NOTED that the committee held a general discussion with respect to the Housing Stability Plan Draft Strategies and Actions document, and provided feedback to City staff on a variety of topics including developer incentivization, the re-purposing of vacant facilities, and community partnership/engagement.

### **5.3 Housing and Homelessness Situation in London - Role of the London Housing Advisory Committee**

That it BE NOTED that the committee held a general discussion with respect to its role in City-led affordable housing initiatives.

### **5.4 Vacant Community Housing Units as a Result of Outstanding Repairs**

That the agenda item 'Vacant Community Housing Units as a Result of Outstanding Repairs' BE DEFERRED to the next meeting of the London Housing Advisory Committee.

## **6. Adjournment**

The meeting adjourned at 1:52 PM.



## Item 2.1



# Accessibility for Ontarians with Disabilities (AODA) Customer Service Training



Melanie Stone

Accessibility Specialist, HR & Corporate Services



## AODA

- Goal: To help make Ontario accessible for all



Photo Caption: This photo is of a woman in a Canadian Sledge Hockey Team jersey, seated in an ice sledge, holding 2 sledge hockey sticks. She is facing the camera with a serious expression on her face. She is holding the sledge hockey sticks with large hockey gloves.

## Item 2.1



# AODA Components

- The AODA (Accessibility for Ontarians with Disabilities Act) and Integrated Accessibility Standards Regulation (IASR)
- Customer Service
- Information & Communication Standard
- Design of Public Spaces
- Transportation
- Employment



# Thinking about disability

**The AODA uses the Ontario Human Rights definition of disability.** which includes physical disabilities as well as vision, hearing, speech, developmental, learning and mental health disabilities.

**One in 7, to 1 in 5 Ontarians has a disability.**

- **Who are people with disabilities?**
- Disabilities can be visible or non-visible. We can't always tell who has a disability. A disability can be temporary or permanent, and many of us will experience a disability at some point in our lives.
- The Accessibility for Ontarians with Disabilities Act, 2005 uses the same definition of disability as the Ontario Human Rights Code

## Item 2.1



### Who is a customer?

- The standards must be followed by:
- the Ontario Government and Legislative Assembly
- all designated public sector organizations, which include municipalities, universities, colleges, hospitals, school boards and public transportation organizations
- private businesses and not-for-profit organizations that have one or more employees in Ontario
- **Who is a customer?**
- A customer can be anyone who is accessing your organization's goods, services or facilities. They may include paying and non-paying members of the public, and individuals your organization might call customers, such as clients, members, patrons or patients.
- Customers can also be other businesses or organizations (also referred to as third parties).



### Ontario Human Rights Definition of Disability

- Defining disability is a complex, evolving matter. The term “disability” covers a broad range and degree of conditions.
- A disability may have been present at birth, caused by an accident, or developed over time.
- Section 10 of the Code defines “disability” as: (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,

## Item 2.1



- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997. “Disability” should be interpreted in broad terms.



## Ableism

- Discrimination in favour of able bodied people.
- Understanding that the world is built for particular bodies, and workplaces, policies, public spaces, buildings and their contents are often designed in favour of able-bodied people or people without disabilities
- The Supreme Court of Canada — the highest court — has also recognized that there is a social component to disability. It has called this social component “social handicapping.” What this means is that society’s response to persons with disabilities is often the cause of the “handicap” that persons with disabilities experience.

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### Who is required to take this training?

- The following people must be trained on serving customers with disabilities:
- all employees and **volunteers** (paid and unpaid, full-time, part-time and contract positions)
- **anyone involved in developing your organization's policies (including managers, senior leaders, directors, board members and owners)**
- anyone who provides goods, services or facilities to customers on your organization's behalf (such as external contact centres or facilities management companies)
- Training must be completed as soon as possible after an employee or volunteer joins your organization.
- Training must also be provided when there are any changes to your organization's accessible customer service policies.



### Customer Service Policies

- The Corporation of the City of London has its own accessible customer service policies.
- We provide information on how to use any equipment or devices available in your organization that can help to provide goods, services or facilities to people with disabilities

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### Follow up training will be provided

- More detail on additional tools will be provided in the New Year as we roll out new policies and technology.
- Each committee has different policy requirements under the AODA. Please review the sections applicable to you so that your policy work is informed by accessibility legislation. For example, if you are involved in advising about public spaces, be sure you review the details of the public space standards.



### Customer Service Standard

- Our job is to ensure better accessible structures, programs and services so that we aren't the barrier that prevents people from participation
- The AODA requires commitment to providing quality goods, services and facilities that are accessible to all persons we serve
- We will continue to work with the community and allocate appropriate resources towards the elimination of accessibility barriers in customer service

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# City of London Accessible Customer Service Policy

- All of our staff are trained during orientation about how to provide accessible customer service.
- We have a number of tools available for customers to communicate



# Common Mistakes

- Common mistakes
  - Leaning down inappropriately to talk to someone
  - Speaking loudly and slowly without being asked to
  - Being patronizing (good for you! You're outside doing things!)
  - Having different expectations/making decisions on someone's behalf
  - Speaking to a support person/partner only
  - Assuming someone is a support person and not a partner/family member/spouse
  - Offering unsolicited advice
  - Sharing personal stories of disability
  - Assessing someone's disability and worthiness for an accommodation (bathrooms & parking spots are common)
  - Describing people as their mobility aid "We need to move this wheelchair."
  - Moving a mobility aid without direction or permission

## Item 2.1



### Tips

- Ask before you help. People with disabilities often have their own ways of doing things.
- Don't touch or move a person's equipment (for example, wheelchair or walker) without their permission.
- If you have permission to move a person's wheelchair or mobility aid, don't leave them in an awkward, dangerous or difficult position, such as facing a wall or in the path of opening doors or elevators.
- If you need to have a lengthy conversation with someone who uses a wheelchair or scooter, consider sitting so you can make eye contact at the same level if appropriate or invited.



### Visible and invisible

- There are visible and invisible disabilities. There are temporary and permanent disabilities and there are episodic disabilities.
- Many people have disabilities that involve all three or different intersecting disabilities such as mental health and physical disability.
- For this reason, ask how you can help. Needs change and what works one day may not work the next.



## Item 2.1



### Individuals with vision loss

- Vision loss can restrict someone's ability to read documents or signs, locate landmarks or see hazards. Some people may use a guide dog, a white cane, or a support person such as a sighted guide, while others may not.
- **Tips:**
- When you know someone has vision loss, don't assume the person can't see you. Not everyone with vision loss is blind. Many have some or fluctuating vision.
- Identify yourself and speak directly to your customer if they are with a companion.
- Ask if they would like you to read any printed information out loud to them, such as a policy or a bill or schedule of fees. Not everyone can read braille so ask how you can be of assistance.



- When providing directions or instructions, be precise and descriptive (for example, "two steps in front of you" or "a metre to your left"). Don't say "over there" or point in the direction indicated.
- Offer your elbow to guide them if needed. If they accept, lead – don't pull.
- Identify landmarks or other details to orient the person to the surroundings. For example, if you're approaching stairs or an obstacle, say so.
- If you need to leave the customer, let them know by telling them you'll be back or saying goodbye.
- Don't leave your customer in the middle of a room – guide them to a comfortable location.

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# People who are deaf/Deaf or hard of hearing

- People who have hearing loss may identify in different ways. They may identify as deaf/Deaf, oral deaf, deafened, or hard of hearing. These terms are used to describe different levels of hearing or the way a person's hearing was diminished or lost.
- A person with hearing loss might use a hearing aid, an amplification device or hearing ear dog. They may have preferred ways to communicate, for example, through sign language, by lip reading or using a pen and paper.



- Once a customer has self-identified as having hearing loss, make sure you face the customer when talking and that you are in a well-lit area so the person can see you clearly.
- As needed, attract the person's attention before speaking. Try a gentle touch on the shoulder or wave of your hand.
- Maintain eye contact. Use body language, gestures and facial expression to help you communicate.
- If the person uses a hearing aid, reduce background noise or if possible, move to a quieter area.
- Don't assume that the customer knows sign language or reads lips.
- If necessary, ask if another method of communicating would be easier (for example, using a pen and paper).
- When using a sign language interpreter, look and speak directly to the customer, not the sign language interpreter. For example, say "What would you like?" not "Ask her what she'd like."

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### Speech

- Cerebral palsy, stroke, hearing loss or other medical conditions or disabilities may make it difficult for a person to pronounce words or express themselves. Some people who have severe difficulties may use a communication board or other assistive devices.
- 
- **Tips:**
- Don't assume that a person who has difficulty speaking doesn't understand you.
- Speak directly to the customer and not to their companion or support person.
- Whenever possible, ask questions that can be answered "yes" or "no."
- If the person uses a communication device, take a moment to read visible instructions for communicating with them.
- Be patient. Don't interrupt or finish your customer's sentences.
- Confirm what the person has said by summarizing or repeating what you've understood and allow the person to respond – don't pretend if you're not sure.
- If necessary, provide other ways for the customer to contact you, such as email.



### Learning Disabilities

- The term "learning disabilities" refers to a range of disabilities. One example of a learning disability is dyslexia, which affects how a person takes in or retains information. This disability may become apparent when the person has difficulty reading material or understanding the information you are providing.
- People with learning disabilities just learn in a different way.
- **Tips:**
- Be patient and allow extra time if needed. People with some learning disabilities may take a little longer to process information or to understand and respond.
- Try to provide information in a way that works for your customer. For example, some people with learning disabilities find written words difficult to understand, while others may have problems with numbers and math.
- Be willing to rephrase or explain something again in another way, if needed.

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# Developmental or intellectual disability

- Developmental disabilities (such as Down syndrome) or intellectual disabilities can mildly or profoundly limit a person's ability to learn, communicate, do everyday physical activities or live independently. Supports, encouragement and inclusion
- **Tips:**
  - Don't make assumptions about what a person can or cannot do.
  - Don't exaggerate your speech or speak in a patronizing way.
  - Use plain language.
  - Provide one piece of information at a time.
  - If you're not sure of what is being said to you, confirm by summarizing or repeating what was said, or politely ask them to repeat it – don't pretend if you're not sure.
  - Ask the customer if they would like help reading your material or completing a form, and wait for them to accept the offer of assistance.
  - Be patient and allow extra time if needed.



# Mental Health

- Did you know that one in five Canadians will experience a mental health disability at some point in their lives?
- Mental health disability is a broad term for many disorders that can range in severity. A person with a mental health disability may experience depression or acute mood swings, anxiety due to phobias or panic disorder, or hallucinations. It may affect a person's ability to think clearly, concentrate or remember things.
- You may not know someone has this disability unless you are told. Stigma and lack of understanding are major barriers for people with mental health disabilities.
- **Tips:**
  - If you sense or know that a customer has a mental health disability, treat people with the same respect and consideration you have for everyone else.
  - Be confident, calm and reassuring. Ask the customer for what they need.
  - Listen carefully, and work with the customer to meet their needs. For example, acknowledge that you have heard and understood what the person has said or asked.
  - Respect your customer's personal space.
  - Limit distractions that could affect your customer's ability to focus or concentrate. For example, loud noise, crowded areas and interruptions could cause stress.

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### What creates disabling conditions?

- Expectations of fast pace & quick travel
- Ignorance or dismissive attitudes
- Lack of appropriate support technology
- Lack of creativity/problem solving
- Structural inaccessibility (stairs, poor lighting, temperature fluctuations, flashing lights, lack of snow removal, etc...)
- Inequitable funding
- Fear of doing the “wrong” thing so doing nothing at all
- Fear in the workplace
- Distractions and loud noises
- Not providing enough information for someone to request assistance ahead of time.



### Accommodations

- Support persons for customers with disabilities are common and welcome at all city facilities
- Consent is required if confidential information is going to be discussed
- Support person is free to enter City facilities at no charge
- Speak directly to the customer, not the support person unless you are directed to do so

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### Service animals

- Customers with disabilities are permitted to:
- Enter all public City facilities with service animals
- Go anywhere customers normally have access unless excluded by law
- Customer is responsible for the care and supervision of their service animal
- Avoid talking to, touching or making eye contact with the working animal
- Employees with disabilities are able to bring their service dogs into any area they are required to work with very few exceptions.



### Service Disruptions

- We are required by law to provide public facing information about all service disruptions.
- If a service/program or building is to be closed or cancelled you should post your service disruption information on your website and other areas easily accessible to patrons.



This photo is an image of a person holding a temporary closure sign. The person's hands are in the photo and their blue shirt is in the background.

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### If you host an event or customers be sure to accessible details

- If it applies, inform your customer of the accessible features in the immediate area (such as automatic doors, accessible washrooms, elevators or ramps).
- Think ahead and remove any items that may cause a physical barrier, such as boxes left in an aisle.
- If the service counter at your place of business is too high for a person using a wheelchair to see over, step around it to provide service. Use a clipboard handy if filling in forms or providing a signature is required.
- Keep in mind that a person's physical disability may not be visible or obvious. For example, a person may have difficulty standing for long periods of time and may ask to sit while waiting to be served.



### Additional Assistance Available

Visit [www.london.ca/accessibility](http://www.london.ca/accessibility)

- You can also call me! 😊
- Melanie Stone, Accessibility Specialist  
ext. 2425 [mstone@london.ca](mailto:mstone@london.ca) or  
[accessibility@London.ca](mailto:accessibility@London.ca)

# Animal Welfare Advisory Committee

## Report

10th Meeting of the Animal Welfare Advisory Committee  
November 7, 2019  
Committee Room #4

Attendance                   PRESENT: P. Lystar (Chair), M. Blosh, W. Brown, A. Hames, A. Hayes, M. Szabo, M. Toplak and D. Turner (Committee Clerk)

NOT PRESENT: S. James

ALSO PRESENT: R. Oke

The meeting was called to order at 5:00 PM

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 Bird Friendly Guidelines

That it BE NOTED that the attached presentation from L. Maitland, Site Development Planner, Development Services, with respect to bird friendly guidelines in new and existing developments, was received; it being further noted that the committee held a general discussion with respect to this item, including debate about the prioritization of various bird-friendly campaign initiatives.

### 3. Consent

#### 3.1 9th Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 9th Report of the Animal Welfare Advisory Committee, from its meeting held on October 3, 2019, was received.

#### 3.2 Municipal Council Resolution - 8th Report of the Animal Welfare Advisory Committee

That it BE NOTED that the Municipal Council resolution, from the meeting held on October 15, 2019, with respect to the 8th Report of the Animal Welfare Advisory Committee, was received.

### 4. Sub-Committees and Working Groups

None.

### 5. Items for Discussion

#### 5.1 Super Adoption Day

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion with respect to the 'Super Adoption Day' programs in London, including an update on the City's involvement following the Spring 2016 event.



5.2 Go Wild Grow Wild - Promotional Materials

That the expenditure of up to \$500.00 from the 2019 AWAC budget BE APPROVED for the printing of animal welfare related educational materials, including the *Coexisting with Wildlife* brochure, the *Keeping Coyotes Away* brochure, the *You, Your Dog & Nature in London* brochure, and the *Is Your Cat Safe Outdoors?* brochure, for distribution at future community events, such as the 2020 Go Wild, Grow Wild event; it being noted that the AWAC has sufficient funds in its 2019 budget to cover this expense.

5.3 Business Licensing By-law - Pet Shops and Permitted Animals

That the agenda item 'Business Licensing By-law - Pet Shops and Permitted Animals' BE DEFERRED to the next meeting of the Animal Welfare Advisory Committee.

5.4 London Animal Care Centre - Lost and Found Procedures

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion with respect to the London Animal Care Centre's lost and found procedures, including holding times, best practices for pet owners, and reliable resources.

5.5 "Is Your Cat Safe Outdoors?" and "You, Your Dog and Nature in London" - Information Brochures

That it BE NOTED that the Animal Welfare Advisory Committee held a general discussion with respect to the updated versions of the "Is Your Cat Safe Outdoors?" and the "You, Your Dog and Nature in London" brochures.

**6. Adjournment**

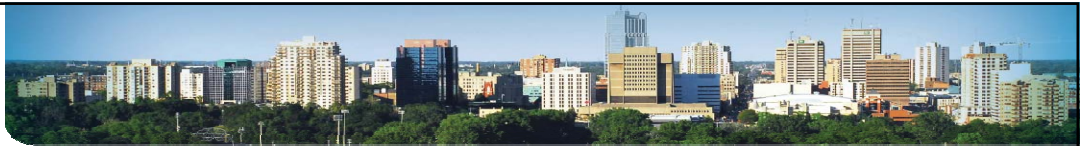
The meeting adjourned at 6:21 PM.



## Bird Friendly Regulations (and Communications)

AWAC – November 7, 2019

[london.ca](http://london.ca)

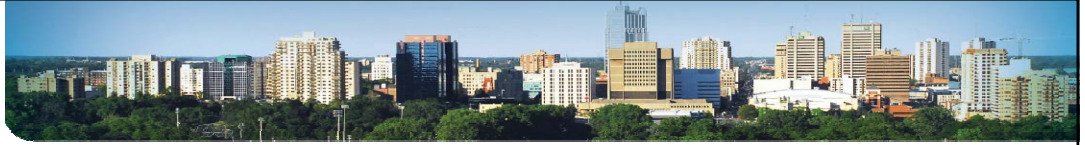


## Origin

- EEPAC – ACE – AWAC

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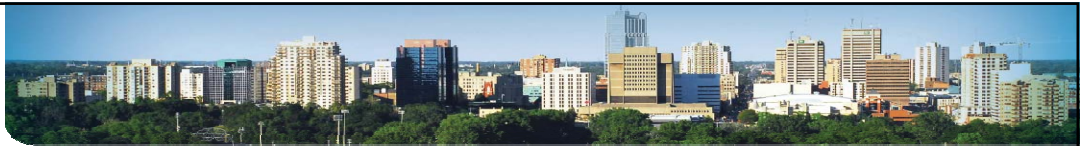
## Item 2.1



### Identified Measures

- Lighting design
- Glass façade design
- Lighting hours
- Migratory season focus

[london.ca](http://london.ca)

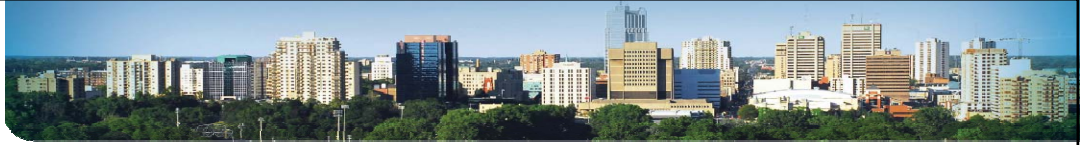


### Lighting Design

- Set as an objective
- Full cut-off – Zero up-light as standard
  
- By-law to PEC for approval November 18

[london.ca](http://london.ca)

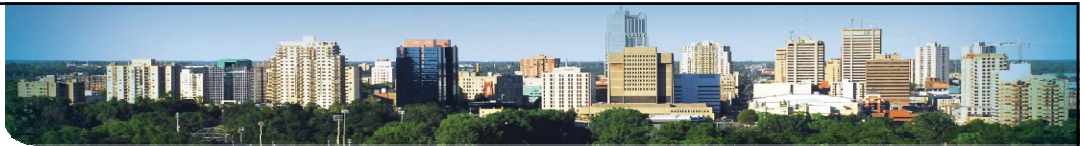
## Item 2.1



### Glass Façade Design

- Possible approaches
  - UV Glass
  - Patterned or 'fritted' glass
  - Film Products and Decals
  - Decorative Grilles and Louvres
  - Fenestration Patterns
- Working Group to be established – invitations following November 18

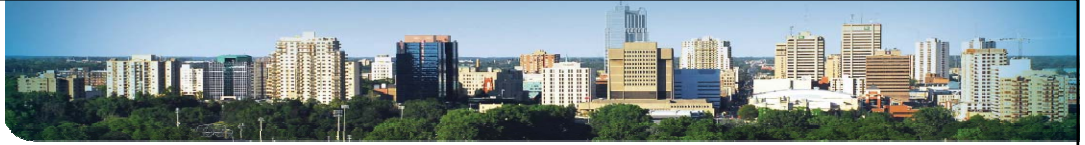
[london.ca](http://london.ca)



### Lighting Hours/Migratory Season

- No legal enforcement measure
- Use for communication push
- Ties-in with other environmental messaging
- Able to target existing buildings

[london.ca](http://london.ca)



## Next Steps

- Site Plan By-law Changes – Lighting only
- Working group for other regulations
- Communications approach

[london.ca](http://london.ca)

# Childcare Advisory Committee

## Report

The 3rd Meeting of the Childcare Advisory Committee  
October 30, 2019  
Committee Room #4

Attendance PRESENT: D. Gordon (Chair), S. Carter, J. Hanbuch, B. Jackson, J. Keens, D. MacRae, K. May, and D. Turner (Committee Clerk)

ALSO PRESENT: A. Benton, L. Cross, J. Martin, A. Rae, A. Small and B. Westlake-Power

ABSENT: T. Blaney, J. Frederick, and H. Gerrits

The meeting was called to order at 1:33 PM.

### 1. Call to Order

#### 1.1 Orientation

That it BE NOTED that the Childcare Advisory Committee heard a verbal presentation from B. Westlake-Power, Deputy City Clerk, with respect to an Advisory Committee orientation.

#### 1.2 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

#### 1.3 Election of Chair and Vice Chair for the term ending November 30, 2019

Notwithstanding the current policy for Advisory Committees, that it BE NOTED that the Childcare Advisory Committee elected D. Gordon and J. Keens as Chair and Vice Chair, respectively, for the term ending June 30, 2020.

### 2. Scheduled Items

#### 2.1 Licensed Childcare Network – Marketing Campaign

That it BE NOTED that the attached presentation from N. Blanchette and B. Jackson, with respect to an overview of the Licensed Child Care Network's (LCCN) recent awareness/education campaign, including a preview of the LCCN's new website promoting the Registered Early Childhood Educator career path, was received.

#### 2.2 The Journey Together

That it BE NOTED that the attached presentation from J. Martin, Integrated Care Manager, Southwest Ontario Aboriginal Health Access Centre, with respect to an overview of recent indigenous-led child care initiatives in London, including an update on the construction of the Nshwaasnangong Child Care and Family Centre, was received.

### **3. Consent**

#### **3.1 2nd Report of the Childcare Advisory Committee**

That it BE NOTED that the 2nd Report of the Childcare Advisory Committee from its meeting held on April 15, 2019, was received.

### **4. Sub-Committees and Working Groups**

#### **4.1 Childcare Advisory Committee Work Plan - 2019-2020**

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

#### **4.2 Adopt a Councilor**

That it BE NOTED that the attached report from J. Frederick, Middlesex-London Health Unit, with respect to the 'Adopt a Councillor' program, was received; it being further noted that the CCAC is awaiting information from the Civic Administration before commencing this program.

### **5. Items for Discussion**

#### **5.1 City of London Update**

That it BE NOTED that a verbal update from A. Rae, Manager, Children's Services, with respect to an overview of the City of London's childcare initiatives, including the current subsidy application and placement statistics, was received.

#### **5.2 Thames Valley District School Board Update**

That it BE NOTED that no report was received with respect to an update from the Thames Valley District School Board as the representative was not in attendance.

#### **5.3 London District Catholic School Board Update**

That it BE NOTED that a verbal update by A. Benton, London District Catholic School Board (LDCSB), with respect to LDCSB updates, was received.

#### **5.4 Licensed Child Care Network Update**

That it BE NOTED that the attached report from B. Jackson, Licensed Child Care Network (LCCN), with respect to the LCCN updates, was received.

#### **5.5 Services for Special Needs Update**

That it BE NOTED that the report from L. Cross, Program Manager, All Kids Belong, as appended to the agenda, with respect to services for children with special needs, was received.

#### **5.6 Journey Together Update**

That it BE NOTED that a verbal update by J. Keens with respect to indigenous-led childcare initiatives was received.

5.7 Including Francophone on Future Items for Discussions

That it BE NOTED that the Childcare Advisory Committee (CCAC) held a general discussion with respect to the addition of a French school board update/report on future CCAC agendas.

**6. Adjournment**

The meeting adjourned at 3:15 PM.





- Our membership is comprised of representatives from licensed child care and early years programs, EarlyON and Family Centres and other organizations providing service and/or support for licensed child care and early years.
- Our main three goals are:
  1. to **promote, advocate and market** licensed child care and early years;
  2. to **raise public awareness** about the importance of licensed child care and early years;
  3. to **guide families** through the process of choosing quality licensed child care and early learning environments.



**Our past accomplishments include:**

1. A **brochure and social media campaign** to support families in their child care decisions;
2. The creation of a **website** including new **branding** for our Network
3. **Advocating** for the importance of licensed child care and early years through the various levels of government.



The past several years have presented us with a challenge of **recruiting and retaining Registered Early Childhood Educators (RECE)**.



With our new project we wanted to address three issues:

1. **GROWTH:** The demand for RECEs is high and several **job positions remain unfilled** in both English and French programs.
2. **SKILL SET:** **High School Guidance Counsellors require more knowledge** on the required skill and disposition needed for the complex work.
3. **ATTRACTION AND RETENTION:** To better **promote the profession** of RECE and to highlight **London and Middlesex** as a community where RECEs are **supported and valued**.



#### FUNDING:

- In the spring of 2018, we **submitted a proposal to the City of London** that outlined the challenges of recruitment and retention facing our sector.
- With the support of the city, **we received \$150,000** from a special project fund to create a marketing campaign to help address the issues.
- Through a RFP process we hired adHOME Creative as our marketing agency.



#### STRATEGIES: Target new students and those seeking second careers

1. A **website** where detailed information can be found on **WHO, WHAT, WHY and HOW** to become a RECE;
2. A **60 sec. video** shown at **Silver City movie theatre** as well as a **social media campaign** to reinforce the value and impact of the profession;
3. **Transit shelter posters (London)/ posters (Middlesex)** to promote the image of the RECE profession and the link to the website.





# UNSUNG HEROES

[WWW.UNSUNGHEROESECE.COM](http://WWW.UNSUNGHEROESECE.COM)



## Nshwaasnangong Child Care and Family Centre



- The Tree of Life-Donald Chretien

## Background

- Early Years and Child Care planning was an opportunity to reflect on how London was supporting Indigenous families
- Journey Together supported engagement with families to understand their experiences with child care and early years
- Shared information with cross section of urban Indigenous organizations and allies
- The Indigenous community members decided to develop proposal for a submission to the Ministry of Education through the CMSM (London).
- Province of Ontario provided funding for child and family centre under Indigenous –led child care and early years (formerly the Journey Together)
- Province of Ontario / Government of Canada provided capital funding for child care under Community Based Child Care.
- These projects will be jointly constructed as a one building

## Funded projects include:

- Capital for constructing an 88 space Indigenous –led child care centre and Family Centre. These will both be rooted in culture and language
  - To be constructed at 449 Hill St., London (near Colbourne and Horton St), some operating
- Culturally relevant EarlyON programming for London -Middlesex
- Training for non-Indigenous-led early years programs to develop culturally safe spaces



## Planning for Nshwaasnangong

- Indigenous Early Years Coordination
  - Funding to support
    - Quality
    - Seamless service
    - Capacity building (HDLH)
    - Support for staff with language and culture
    - Licensing navigation
- Workforce Development
  - Supporting those in the community to access education that will support families
- Training and development
  - Non-Indigenous staff to create culturally safe spaces
  - Relationships
- Evaluation
  - Develop an evaluation framework for what is success
- Implementation
  - Leadership from the Journey Together committee

Southwest Ontario Aboriginal Health Access Centre is the lead organization for the Design, Construction and Operation of the Child Care and Family Centre

- **Vision**
  - A healthy balanced life through mental, physical, spiritual and emotional well-being.
- **Mission**
  - To empower Aboriginal families and individuals to live a balanced state of well-being by sharing and promoting wholistic health practices.
- **Values**
  - SOAHAC's culture will be most healthy if these values are intentionally lived out and reinforced on a regular basis.
  - Respect for all
  - Compassion
  - Quality in health promotion and care
  - Honouring all traditional values

## Current Status of Projects:

### Culturally Safe Spaces in London and Middlesex County

- Workshops delivered in May/ June 2019
- Gifts shared with child care and early years providers
- Upcoming workshops for Culturally Safe Spaces:
  - November 13, 27 (Central Library) and December 5 (Komoka Wellness Centre)
  - Continuing the Conversation
- Upcoming Getting to the Roots of Tolerance Workshops
  - November 19, 20 and December 11, 12
  - Online Cultural Safety Training
- Liaison recently hired by SOAHAC to support relationship building with Child Care and EARlyON providers in London /Middlesex

## Current Status of Project

### Construction of Nshwaasnangong Child Care and Family Centre

- City of London purchased land downtown, close to the river and transportation with sufficient land for learning
- City Demolished existing building and transferred land to SOAHAC
- Finalizing permit details to begin construction in early November
- Construction to be completed in late 2020
- The Centre received it's name in ceremony in June 2019
- Preparation for construction has included cleansing ceremony and land blessing ceremonies



## Current Status of Development: Engaging Families

- Working with the City of London to Engage families about the upcoming Family Centre
  1. Who are you, Where are you from?
  2. What kinds of activities do you like to do with your children?
  3. What are the gifts that you see in your child and would like to nurture?
  4. When you gather together with other people, what makes you feel comfortable or welcome there?
  5. How would you like to receive communications about the project?

## Next Steps:

- Continue to work with Licensing Branch of the Ministry of Education
- Develop policies for Child Care, Early ON and the Family Centre to support the outcomes of the project
- Continue to engage families in London, Middlesex and surrounding communities.
- Registration of families
- Collaboratively plan for services at the Family Centre
- Recruitment of staff
- Opening December 2020

## **Adopt a Councilor Initiative**

The Child Care Advisory Committee's Work Plan includes an *Adopt a Councillor* initiative. This will be the third campaign prepared and implemented by this committee. The intent of the campaign is to provide current and ongoing information on child care and early years programs to all London councillors.

A sub-committee will assemble a binder which will contain general information related to licensed child care and the early years, along with statistics and information specific the ward they are representing. Some of the information provided will be made available by the city of London, such as, child care fee subsidy stats, # of children served, # of families on the subsidy waitlist, funding, etc.

The Licensed Child Care Network (LCCN) supports this campaign by working in collaboration with the CCAC to invite Councillors to tour programs in their ward. During the visit Councillors will have an opportunity to meet families, educators, and service providers. Service providers will supply councillors with the prepared binder, answer any questions and continue to act as their contact person for any information related to licensed child care and the early years sector.

The sub-committee meetings have been put on pause until the child care services department is able to compile the pertinent information from the Child Care & Early Years Service System Plan. This information will be an important addition to the Adopt a Councillor binder.



## LCCN Report – Child Care Advisory Committee

October, 2019

Licensed Child Care Network (LCCN) continues to meet the last Tuesday of each month, excluding July, August and December. Our network continues to grow and has become a place of support for many licensed child care operators, early years' professionals and child care advocates.

In the spring, LCCN provided an update regarding an attraction and retention marketing campaign being developed with AdHOME to inform target audiences about job growth in early childhood education. The ECE profession has been facing a shortage of qualified educators for quite some time. This campaign was developed to support the profession in attracting new educators and to retain current educators. Our [unsungheroesece.com](http://unsungheroesece.com) campaign is now in full swing, with a live website and bus shelter posters displayed throughout London. Smaller posters have been created to share throughout Middlesex County at community centres and libraries. Social media ads have been seen on Instagram, Facebook and Twitter. These ads direct audiences to the website where more information can be found, regarding the profession. The website also leads viewers to our You Tube channel with testimonial videos and a video that will be shared with the public at Cineplex Silver City for 4 weeks, prior to the holiday season. All testimonial videos and the Cineplex video were created using educators, families, staff members and children from our local community. We are very proud of the end result of the campaign. We hope this campaign will encourage students and those considering a new career to consider the profession of early childhood education. We also hope to enhance the image of our profession in order to retain our current educators. It is our understanding that the website and video are being shared widely throughout the province.

LCCN continues to collaborate and respond to proposed provincial regulations regarding the Child Care and Early Years Act, as they arise. Our collective expertise provides insight for the province to consider when making legislative changes.

LCCN will continue to support the Child Care Advisory Committee with the Adopt-A-Councillor initiative by conducting educational organizational tours for interested councillors and school board trustees.

LCCN has become a place of support for leaders of child care organizations in London and Middlesex by providing insights, resources and community collaboration. This is extremely helpful for the child care community by providing a platform for information exchange in a profession where change is taking place rapidly.

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>LYNNE LIVINGSTONE DEPUTY CITY MANAGER CITY MANAGERS OFFICE</b>
<b>SUBJECT:</b>	<b>2019 ANNUAL EMERGENCY MANAGEMENT PROGRAM UPDATE</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Deputy, City Manager, the following actions **BE TAKEN**:

- (a) The attached by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on December 10th, 2019 to:
  - i) Adopt the Emergency Management Program including the London Emergency Response Plan as set out in Schedule "A" of the by-law;
  - ii) Repeal Bylaw A.-7495-21.
  
- (b) The balance of this Report, including an update of the Emergency Management Program **BE RECEIVED** for information.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- December 18, 2014 "Emergency Management Program Update"
- January 4, 2016 "Emergency Management Program Update"
- December 19, 2016 "Emergency Management Program Update"
- December 12, 2017 "Emergency Management Program Update"
- December 10, 2018 "Emergency Management Program Update"

<b>BACKGROUND</b>
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The Emergency Management and Civil Protection Act requires municipalities to have an Emergency Management Program and provisions to prevent and manage an emergency within our community. This report is submitted to seek Council approval to repeal the existing London Emergency Response Plan Bylaw A.-7495-21 and replace it with a new bylaw as required under the Act. A status update on the Emergency Management Program is also provided.

**PROGRAM UPDATE**

**LONDON EMERGENCY RESPONSE PLAN**

The London Emergency Response Plan is required pursuant to legislation. The plan outlines the roles and responsibilities of community partners in the management of a major emergency. The Emergency Management and Civil Protection Act requires that the plan be reviewed, updated and approved by by-law annually.

For 2019, amendments to the London Emergency Response Plan include the following:

- Changes in titles to reflect current organizational structure; and,
- References to terminology related to Incident Management System.

The Corporation continues to meet or exceed the provincially legislated requirements under the Emergency Management and Civil Protection Act and Regulations, and has undertaken many recommended practices. These efforts have been completed in conjunction with the Community Emergency Management Program Committee (CEMPC) and include the following members:

- London Police Services, Chief of Police, Deputy or designate;
- London Fire Department, Fire Chief, Deputy or designate;
- Engineering and Environmental Services (roads and water representatives);
- Social Services representative;
- Middlesex-London Health Unit, Emergency Manager;
- Middlesex-London Paramedic Services (EMS), Chief, Deputy;
- Corp. Communications, Director, EIO or designate;
- Corporate Security and Emergency Management, CEMC or Alternate;
- London Health Sciences Centre representative;
- St. Joseph's Health Care – London representative;
- London Hydro representative;
- London Transit representative;
- Information Technology Services representative;
- Middlesex County representative; and,
- Corporate Security and Emergency Management.

## EMERGENCY PUBLIC NOTIFICATION SYSTEM

The Alert London Program was launched in 2017 as part of Emergency Preparedness Week. This program allows us to provide notifications and information to the public in relation to pending or active emergency situations. The program provides information to residents in a variety of formats and allows for self-registration by the public if they prefer a specific type of notification. In addition, this program is used by many key partners to do staff notifications and call outs. During emergency preparedness week, May 9<sup>th</sup>, the Alert London Notification system was tested notifying over 90,330 contacts with 96.5% notifications being successful.

## BUSINESS CONTINUITY

Corporate Security and Emergency Management Division, with the assistance of a Vendor, provided Divisional Business Continuity Leads with a half-day session on how to complete Business Continuity Worksheets. These Worksheets are the second step in the Business Continuity Program, with the first step being the completion of Divisional Business Impact Analysis (completed in 2017). Corporate Security and Emergency Management has also developed a Master Business Impact Analysis, which can be utilised during an event to identify priority programs providing support to the City and the community.

## EMERGENCY OPERATIONS AND TRAINING CENTRE

The Emergency Operations and Training Centre at #12 Fire Station in Byron continues to be a hub of activity for training, formal courses and exercises. The facility is maintained in a constant state of readiness, through testing and maintaining the equipment and technology. An interoperability exercise is conducted every Spring to exercise the operational capability with first responders. Staff at the centre also provide customer service to other staff and partner agencies who utilize it as a training centre on a regular basis.

## EMERGENCY PREPAREDNESS WEEK

A Media Conference with the Mayor was held on Monday, May 6, 2019 to open the week's activities at the Emergency Operations Centre. Several displays and presentations were made throughout the week at community centres and libraries across the City. In addition, a workshop was held by Union Gas (Enbridge) PACE training for all first responder agencies and city service areas. We also hosted the Environment Canada severe weather training for partner agencies and the public. Emergency Preparedness Week partnered with the City Community Safety and Crime Prevention Week activities. A community open house was held on Saturday May 11<sup>th</sup> at the Emergency Operations and Training Centre. It attracted hundreds of Londoners to see the centre, emergency response vehicles and displays, and learn how to be better prepared in the event of an emergency. This event was partnered with 14 other local community agencies.

## TRAINING AND COURSES

The City of London continues to offer a full curriculum of courses to our municipal partners, community agencies, non-government organizations and the public. Training is focused on the Incident Management System, Incident Command, EOC Operations, and Reception/Evacuation Centre Management. A full day of training and exercise was held on November 14, 2019 at the Emergency Operations and Training Centre. This year we partnered with municipal, provincial and federal partners in a province wide event. Areas of focus during the exercise included operational and communications decisions in a multi-jurisdictional event. Over 1000 individuals participated in our training and exercise events this year.

## PUBLIC AWARENESS AND EDUCATION

Emergency Management staff continue to work with interested organizations to provide outreach on emergency preparedness and London's Emergency Management Program. This year emergency management staff provided several workshops, presentations and displays with community groups, faith based organizations, and at community events. In addition, through partnership with London Public Library, Church groups, Alzheimer's Society memory café and workshops were held at several branches to educate the public on preparing for and responding to emergency situations.

## PARTNERSHIPS

Emergency Management staff continues to maintain partnerships and explore opportunities with numerous community agencies, departments and organizations in our effort to be amongst the best prepared municipalities. Staff actively collaborated with other emergency management organizations through a number of avenues including:

- Office of the Fire Marshal and Emergency Management - Sector meetings;
- Fire Chiefs mutual aid;
- Sun-Canadian Pipeline;
- Provincial Emergency Management Coordinating Committee;
- Regional and Single Tier Community Emergency Coordinators Committee;
- Fanshawe College, Emergency Management and Communications Programs;
- Royal Roads University, Disaster and Emergency Management;
- Ivey Business School at Western University;
- London International Airport;
- Ontario Provincial Police Ground SAR Program;
- Royal Canadian Mounted Police, O Division;
- Canadian Security Intelligence Service,
- Ontario Municipal Business Continuity Network;
- Ontario Association of Emergency Managers; and,
- International Association of Emergency Managers.

## ACTIVATION OF THE EOC

This year there were three activations of the Emergency Operations Centre, two of the activations were in relation to planned events and one activation was in relation to an unplanned event.

- JUNOs and St. Patricks Day, 17 March 2019;
- Woodman Ave, Explosion; 14,15,16,17 August 2019; and,
- Broughdale Ave, non-sanctioned street event; 28 September 2019.

The largest activation was in relation to the natural gas explosion that occurred in August 2019. This was a significant event that resulted in an activation over several days. The event was well managed thanks to the extraordinary efforts of our first responders, City staff, community agencies, and members of our community who stepped up to assist those affected by the explosion. This event reinforces the importance of preparedness and community engagement that has formed the basis of our program for many years.

In addition, an emergency reception centre was activated on eight occasions in 2019 in response to a variety of incidents that occurred in multi-tenant buildings in the city. The incidents included fires and building structural integrity issues due to water damage from broken pipes. These evacuations were of varied duration with members of the public being assisted for one day to over a week.

<b>CONCLUSION</b>
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The Emergency Management Division continues to strive toward making London one of the best prepared communities. The City continues to meet and exceed current legislative requirements as well as prepare for potential changes in standards currently being considered. There is strong support from emergency management partners across the community and our accomplishments to date could not have been completed without the commitment and expertise of these partners. We will continue to build our program in accordance with best practises and teamwork.

### Acknowledgments

This report was completed with the assistance of Henry Klausnitzer, Manager, Emergency Management, City of London

<b>SUBMITTED BY:</b>	<b>RECOMMENDED BY:</b>
<b>DAVID O'BRIEN DIVISION MANAGER CORPORATE SECURITY AND EMERGENCY MANAGEMENT DIVISION</b>	<b>LYNNE LIVINGSTONE DEPUTY, CITY MANAGER</b>

## Appendix “A”

Bill No.  
2019

By-law No. A.-7657( )-

A by-law to amend By-law No. A.-7657-4, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan.” in order to repeal and replace Schedule “A” to the by-law.

WHEREAS Section 3.1 of the *Emergency Management and Civil Protection Act*, R.S.O 1990, c. E.9 (the EMCPA) provides that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan;

AND WHEREAS the EMCPA requires the municipality and council to implement an emergency management program to protect the public safety, public health, the environment, the critical infrastructure and property and to promote economic stability and a disaster-resilient community;

AND WHEREAS the EMCPA makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof and also provides the Head of Council with the authority to take such action or deliver such orders as he/she considers necessary and are not contrary to law to implement the emergency plan of the community and to protect property and the health and welfare of the inhabitants of an emergency area;

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

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

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

1. Schedule “A”, being the City of London Emergency Response Plan, to by-law No. A.-7657-4 is hereby repealed and replaced with the attached new Schedule “A”.
2. This by-law comes into force and effect on December 10, 2019

PASSED in Open Council on December 10, 2019

Ed Holder  
Mayor

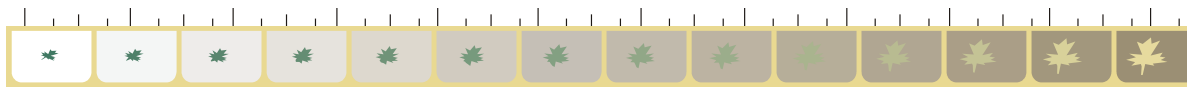
Catharine Saunders  
City Clerk

First Reading – , 2019  
Second Reading – , 2019  
Third Reading – , 2019



*City of London*

# Emergency Response Plan



**November 2019**

[www.london.ca/emergency](http://www.london.ca/emergency)



# CITY OF LONDON EMERGENCY RESPONSE PLAN

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# **1.0 INTRODUCTION**

## **1.1 DEFINITION OF AN EMERGENCY**

The Provincial *Emergency Management and Civil Protection Act* defines an emergency as:

*“An emergency means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.”*

These situations could threaten public safety, public health, the environment, property, critical infrastructure or economic stability. In order to protect residents, businesses and visitors, the City of London supports a coordinated emergency response by various agencies under the direction of the Municipal Emergency Control Group (Emergency Operations Centre Policy Group). These are distinct arrangements and extraordinary procedures from the normal core services normally delivered by the emergency services.

The City of London Corporate Security and Emergency Management Division in conjunction with the Community Emergency Management Program Committee developed this emergency response plan to ensure that all Civic Departments, Service Areas, Boards, Commissions and Municipal Council are prepared to carry out assigned responsibilities in the event of an emergency situation.

The *Emergency Management and Civil Protection Act* requires that the Emergency Response Plan be a risk-based plan, developed and maintained to respond to an emergency. This includes steps to guide the response effort, identify persons, equipment and resources for activation in an emergency and outline how they will be coordinated.

In addition, it is important that residents, businesses and interested visitors be aware of the Emergency Response Plan and its provisions. Copies of the City of London Emergency Response Plan may be viewed on the City of London web site [www.london.ca/emergency](http://www.london.ca/emergency) and are available through the Emergency Management Office.

## **1.2 AIM**

The aim of this plan is to make provision for the extraordinary arrangements and measures that may be required to safeguard property, the environment and the health, safety and welfare of the residents, businesses and visitors of the City of London when faced with an emergency. The response plan enables a centralized controlled and coordinated response to emergencies in the City of London and meets the legislative requirements of the Emergency Management and Civil Protection Act.

## **1.3 AUTHORITY**

The legal authority for London’s Emergency Response Plan is the Provincial Emergency Management and Civil Protection Act, RSO 1990 Chapter E-9. In accordance with the Emergency Management and Civil Protection Act, the following actions were taken with respect to London’s Emergency Response Plan:

- Issued under authority by City of London By-law
- Filed with Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General; and
- For the purposes of the Act and Regulations, London's Municipal Emergency Control Group (MECG) shall be referred to in this plan as the Emergency Operations Centre Policy Group.

## **1.4 EMERGENCY RESPONSE**

Emergency action will include the earliest possible recognition of and response to the situation by all services; the earliest possible establishment of overall control of emergency operations by municipal authorities; the provision of essential aid and assistance for persons affected by the emergency; the recording of decisions taken by Municipal authorities and of costs incurred in relation to the emergency; and the timely distribution of information on the emergency to all services, to the public, the media and senior governments.

When an incident or an emergency can be handled by emergency services in the normal course of routine operations, they are authorized to carry out their respective duties and this plan does not take effect.

When an emergency exists but has not yet been declared, actions may be taken under this emergency response plan as required to protect life, property, environment and the health, safety and welfare of the citizens of the City of London.

When an emergency exists as defined by the act or determined by an emergency service that has major impact on the municipality or the health, safety and welfare of the citizens, the City of London Emergency Operations Centre Policy Group shall be notified of the incident.

## **1.5 LEVELS OF EMERGENCIES**

Emergency levels are defined based on the impact in the following areas:

- Evacuation;
- Impact on infrastructure;
- Threat to/loss of life;
- Impact on essential services;
- Emergency service response; and
- Declared emergency.

It should be noted that, while this plan sets out procedures for major emergencies and disasters, responsibilities outlined in Section 5 are applicable for all levels of emergencies, and whether the EOC Policy Group is convened or not.

There are three levels of emergencies:

### **1.5.1 LEVEL ONE**

#### Criteria:

- Evacuation - large scale evacuation;

- Impact on Infrastructure - all or most roads closed/loss of major municipal facilities, reducing or eliminating essential service;
- Threat to/Loss of Life - major loss of life or threat to a large number of people;
- Emergency Service Response - all or most emergency services involved, impact on coverage;
- Incident Management System used at the site;
- Emergency Operations Centre - activated and/or Policy Group convened; and
- EOC - Full Activation.

### **1.5.2 LEVEL TWO**

Criteria:

- Localized Evacuation - of an area requiring a reception centre or other extra-ordinary measures;
- Impact on Infrastructure - major roadway or facility impacted;
- Disruption to business or industry;
- Threat to/Loss of Life - loss of life is minimal or non-existent. Threat to public may be substantial;
- Emergency Service Response - may or may not affect all essential services, activation of the Operations Section, EIO, etc. (example severe storm);
- Policy Group members may be advised of the incident but not convened; and
- EOC - Enhanced Activation.

### **1.5.3 LEVEL THREE**

Criteria:

- Limited Evacuation - small number of people and for short duration;
- Impact on Infrastructure - secondary roadway closed for short duration;
- Threat to/Loss of Life - threat or loss of life is minimal;
- Emergency Service Response - limited to one or two agencies with short duration response; and
- EOC – Monitoring Activation.

## **1.6 EXERCISING THE PLAN**

The ability to respond under emergency conditions must be assessed under non-emergency conditions. The efficacy of this Plan will be tested as follows:

- Annual testing in accordance with the Emergency Management and Civil Protection Act regulations; and
- A notification exercise to test the alerting network will be conducted as required.

## **1.7 REVIEW AND AMENDMENT**

This Plan will be maintained by the Corporate Security and Emergency Management Division. It will be reviewed annually by members of the Community Emergency Management Program Committee. Normal administrative changes will be updated as part of the annual review. Changes

that directly impact on the viability of the plan shall be brought to the attention of the City Manager and/or the Senior Leadership Team.

## **1.8 ANNEXES**

- A – EOC Policy Group Contact Lists
- B – Contact and Resource List
- C – Alternate Emergency Operations Centre
- D – Exercise “Snow Ball” Practice Alerting Exercise
- E – Glossary of Terms and Acronyms
- F – EOC Policy Group Alerting System
- G – Flood Plan (EES)
- H – Emergency Procedures for Major Power Utilities Service Disruptions (London Hydro)
- I – Environmental Spills Response Plan (EES)
- J – Communications Plan (EIO)
- K – Emergency Social Services Plan (NC&FS)
- L – Hazardous Materials Plan (CEMPC)
- M – Railroad Emergency Plan (CEMPC)
- N – Pandemic Plan (MLHU)
- O – Disaster Recovery Assistance (OFMEM)
- P – Extreme Temperature Protocol (MLHU)

## **2.0 DECLARATION / TERMINATION OF AN EMERGENCY**

### **2.1 DECLARATION OF AN EMERGENCY**

Where serious and extensive steps to protect property and the health, safety and welfare of the public are deemed necessary in managing the emergency, the Mayor, on the advice of the EOC Policy Group, may declare that an emergency exists under the provisions of Section 4 of the Emergency Management and Civil Protection Act, R.S.O. 1990 and may designate an area within the City of London as an "Emergency Area."

Upon declaring an emergency, the Mayor may authorize notification to any of the following:

- Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General;
- Members of City Council;
- Neighbouring Community Emergency Management Coordinators, as appropriate;
- The Public;
- Neighbouring community officials, as appropriate;
- Local Members of Provincial Parliament (MPP); and
- Local Members of Parliament (MP).

The Mayor (or Designate) will authorize notification to the Solicitor General as mandated under the Emergency Management and Civil Protection Act.

Under such a declaration, the Mayor may authorize any of the following actions:

- Evacuation of buildings within the vicinity considered dangerous to occupants;
- Dispersal of persons judged to be in danger or whose presence hinders emergency operations;
- Discontinuation of any service without reference to other consumers where continuation of service constitutes a hazard within the emergency area;
- Provision of shelter as required and available for residents of the emergency area in need of assistance due to conditions of the emergency;
- Deployment of Municipal personnel and equipment;
- Request assistance from volunteers and other agencies not under Municipal control such as St. John Ambulance, the Salvation Army, Canadian Red Cross, Amateur Radio Emergency Service, Intercommunity Health Care, Community Foundation, snowmobile clubs, local industry; and
- Request assistance from the County of Middlesex and its Constituent Municipalities.

## **2.2 REQUESTS FOR ASSISTANCE**

Assistance may be requested by the City in a declared emergency when needed, under the following guidelines:

- The assistance of Federal and Provincial Ministries may be requested via Office of the Fire Marshal and Emergency Management through the Community Emergency Management Coordinator; and
- Assistance from other municipalities may be requested through the respective head of council and/or through senior staff.

The City Clerk (Planning Section) will maintain a record of requests made for Municipal, Provincial or Federal Government assistance in the emergency.

Direction and control of emergency operations will rest with Municipal authorities except where the Provincial or the Federal Government assumes control.

## **2.3 TERMINATION OF AN EMERGENCY**

A community emergency may be terminated at any time by:

- Mayor or Acting Mayor; or
- City Council; or
- Premier of Ontario.

When terminating an emergency, the Mayor may authorize notification to:

- Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General;
- Members of City Council;
- County Officials, as appropriate;
- Members of the Media;



- Public;
- Neighbouring community officials, as required;
- Local Members of Provincial Parliament; and
- Local Members of Parliament.

## **2.4 RECOVERY AND RESTORATION OF SERVICES**

### EOC Policy Group

The Policy Group will direct responsibilities for the recovery and restoration of services, the orderly and safe return of citizens to their homes and the clean-up following an emergency situation.

The Managing Director, Environmental and Engineering Services and City Engineer (or designate) will be responsible to coordinate this phase of the emergency with support and advice from other agencies as required. Where a spill of hazardous material is involved, the responsibility of the consignor or owner of the material will be considered.

Inspection of dwellings and buildings to ensure safe occupation will also be organized by the Managing Director, Development and Compliance Services and Chief Building Official with inspection assistance being provided by the Fire Department, London Hydro, Electrical Safety Authority, Middlesex-London Health Unit, and other agencies as required.

### Communications

The Director of Communications acting as the Emergency Information Officer will work with the EOC Policy Group to arrange for the prompt release of information and direction to the public through the media concerning clean-up operations and the occupation of dwellings and buildings. This includes the use of the Public Inquiry Centre to assist with public inquiries.

## **3.0 NOTIFICATION AND ACTIVATION**

### **3.1 NOTIFICATION OF AN EMERGENCY**

Emergency Services personnel are typically first on the scene mitigating the incident during any emergency. When the Police, Fire, EMS, or Engineering Supervisor at the site considers the situation or potential situation beyond the capability of the emergency service to manage or support without outside assistance, he/she will so advise the Chief of Police, the Fire Chief, EMS Chief or the Managing Director of Environmental and Engineering Services and City Engineer respectively.

The following EOC Policy Group members (or their alternates), in consultation with the Community Emergency Management Coordinator, will decide if the situation calls for assembly of the EOC Policy Group:

- Chief of Police;
- Fire Chief;

- Paramedic Services (EMS) Chief;
- City Manager, Deputy City Manager;
- Managing Director, Environmental and Engineering Services and City Engineer;
- Community Emergency Management Coordinator;
- Medical Officer of Health;
- Managing Director, Neighbourhood, Children and Fire Services (Emergency Social Services); and
- Chief Executive Officer, London Hydro.

Based on the scope of the emergency they will determine what EOC members, advisors and support staff are required and if so, will request their attendance through the Community Emergency Management Coordinator.

## **3.2 POLICY GROUP OPERATIONS**

### **Emergency Operations Centre (EOC)**

Corporate Security and Emergency Management Division will maintain the Emergency Operations Centre in a state of readiness. This facility is located at the #12 Fire Station in Byron. This is the location where the EOC Policy Group would convene. This centre may be activated at other times to monitor situations that may escalate or for coordination of planned events.

This facilities main role is to support the Incident Commander and assist in ensuring service levels to other parts of the Community.

The EOC consists of a number of rooms:

- **OPERATIONS ROOM** – A large room where operational, planning, logistics, finances/administration is monitored. Information is gathered, collated, evaluated and disseminated in order to provide situation, status reports and EOC action plans to the EOC Policy Group.
- **POLICY ROOM** – Adjoining the Operations Room, a boardroom that allows the Mayor and City Manager to obtain updates from the EOC Director. The City Manager (Policy Group Chair) determines the membership of the Policy Group, normally senior representatives of the key agencies/departments. The EOC Director is appointed by Policy Group to provide leadership in the Operations Room and consolidate information to provide situation reports and upcoming priorities to the Policy Group. This room can also be used by the Operations Section or EOC Director for Section meetings, while the Policy Group is not in session.
- **BREAK-OUT ROOM** – A smaller meeting room is available for working group or separate task-based discussions.
- **ADMINISTRATIVE AREAS** – Access control and the Amateur Radio station are housed in the front administrative area. The Manager's Office can also be used as a breakout room.
- **COMMUNITY ROOM** – A segregated room at the rear of the building can be setup to house the Public Inquiry Centre.

## **Operating Cycle**

Members of the Policy Group will meet at regular intervals to receive situation reports from the EOC Director, The Policy Group Chair will establish the frequency of meetings based on discussions with the EOC Director and the Emergency Site - Incident Commander. Meetings will be kept as brief as possible allowing members to carry out their individual responsibilities. A display board identifying the status of actions will be maintained and prominently displayed in the Operations Room.

The City Manager will chair operating sessions of the Policy Group. The Policy Group will consider strategic decisions and will break to permit members to consult the Operations Room staff, help develop action plans, continuity of government, business continuity and contact others as necessary.

The intent of these conference sessions is to provide an uninterrupted forum for the Policy Group members to update one another and to recommend necessary actions to be taken. The Mayor will join conference sessions when available and confirm extra-ordinary decisions recommended by the Policy Group.

The Policy Group will require support staff to assist and to record key decisions. The CEMC will provide a Scribe to the Policy Group. Members will require staff at the EOC to handle communications to and from their department or agency to the emergency site. It is the responsibility of all members to notify their staff and associated volunteer organizations.

## **EOC Meeting Cycle**

Members of the EOC IMS team will work in their functional sections; EOC Management, Operations, Planning, Logistics and Finance/Administration. The sections will work during an operational period and develop an EOC action planning process:

- Understand Current Situation and build situational awareness;
- Identify Objectives and priorities;
- Develop the EOC Action Plan;
- Obtain Approvals and distribute EOC action plan; and
- Review and Monitor Progress.

## **3.3 SUPPLEMENTARY PLANS**

Separate emergency plans (Annex's or Appendices) are maintained by Service Areas, Boards and Commissions to respond to specific emergency situations. One copy of each such plan should be available in the Emergency Operations Centre and be updated annually by the responsible agency. Copies should also be filed with the Community Emergency Management Coordinator.

## **4.0 EOC POLICY GROUP**

The Emergency Operations Centre Policy Group is responsible for providing immediate and continuing interchange of information, assessment and planning among the officials responsible for emergency operations. Each member will have identified designate(s) to act on their behalf when they are not available. The EOC Policy Group could consist of two groups of officials (depending on the situation) to build the EOC Policy Group:

## **4.1 EOC POLICY GROUP MEMBERSHIP**

The Membership of the EOC Policy Group will be comprised of the following officials:

- Mayor, or Deputy Mayor;
- City Manager, Deputy City Manager or Alternate;
- City Clerk, Deputy City Clerk or Alternate;
- Chief of Police, or Deputies;
- Fire Chief, or Deputies;
- Managing Director, Environmental and Engineering Services and City Engineer, or Alternate;
- Managing Director, of Neighbourhood, Children and Fire Services and/or Managing Director Housing and Social Services and/or Managing Director, Parks and Recreation or Alternates;
- Medical Officer of Health, or Associate MOH;
- Middlesex-London Paramedic Services Chief, or Deputies;
- Director of Strategic Communications, Government Relations, Community Engagement or Manager;
- Community Emergency Management Coordinator, or Alternate;
- Hospital(s) Representative or Alternate;
- Chief Executive Officer, London Hydro or Alternate; and
- General Manager, London Transit or Alternate.

Note: in the absence of the primary member the alternate or designate will fulfil their role.

## **4.2 EOC ADVISORS**

The EOC Staffing can be comprised of any or all of the following officials:

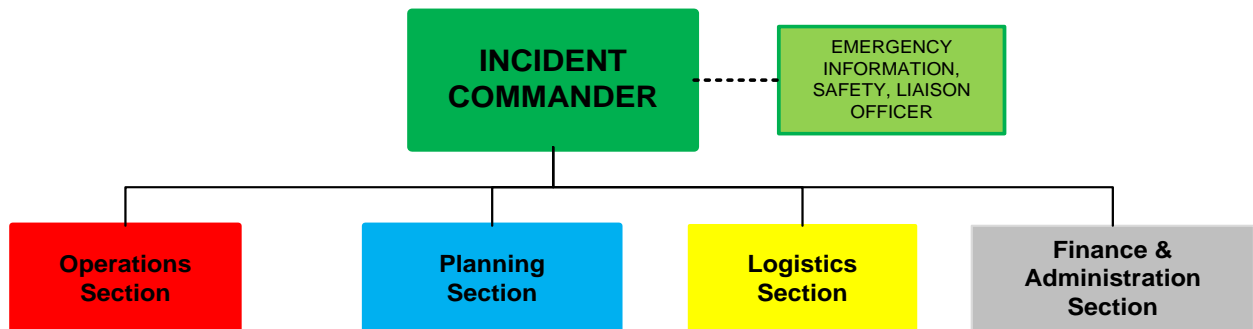
- Director Human Resources;
- Managing Director, Development and Compliance Services, and Chief Building Official;
- Managing Director, Corporate Services, City Treasurer and Chief Financial Officer;
- Director, Information Technology Services;
- Regional Coroner;
- The Thames Valley District School Board;
- The London District Catholic School Board;
- The Incident Industrial Representative;
- The Ministry of the Environment;
- The Upper Thames River Conservation Authority;
- CN / CP

- Office of the Fire Marshal and Emergency Management Representative;
- Ontario Provincial Police Representative;
- Department of National Defense, Canadian Armed Forces Regional Liaison Officer;
- Liaison staff from Provincial and Federal Ministries; and
- Any other officials, experts or representatives from the public or private sectors as deemed necessary.

All members of the EOC Policy Group shall designate alternates to act for them in the EOC, in their absence. Alternate designations are noted in Annex A. Some members may also be required to fulfill positions in the EOC Management, Operations, Planning, Logistics and Finance/Administration Sections.

### 4.3 THE INCIDENT COMMANDER

The City of London has utilized standard Emergency Management protocols for many years. The City of London has adopted the Provincial model, using “best practices” the Incident Management System (IMS). In a Complex Incident one agency takes the lead role as Incident Commander (IC) or Unified Command. The IC provides coordination and leadership at the site/scene using the IMS model. This person is normally drawn from the lead agency and other leaders take over directing the operations section. This approach has been advocated in both federal and provincial levels.



#### INCIDENT COMMANDER

The Incident Commander (IC) is appointed by those response agencies on site. He/she will usually be from the lead agency (jurisdiction) involved in the specific type of emergency. For example, in a fire incident, an IC from the Fire Department would be appointed. Another officer from the Fire Department would then assume responsibility for fire ground operations. In a criminal incident, the IC would most probably be from London Police.

However, the collaborative decision on which person is most appropriate is based on the Knowledge, Skills and Abilities of the on-scene personnel.

This appointment would be amended or confirmed by the EOC Policy Group if activated. This appointment may be reassessed or transferred as the incident moves from response to recovery.

### COMMAND STAFF

It may be necessary for the Incident Commander (IC) to designate a Command Staff who will provide information, liaison and safety services for the entire organization at the site, they report directly to the IC.

#### EMERGENCY INFORMATION OFFICER

This person develops and releases information about the incident to the news media, incident personnel, city administrative and political leaders, and other appropriate agencies and organizations. He/she supports the IC with media interviews and works with other involved communications personnel to ensure consistent, accurate and timely communications.

#### SAFETY OFFICER

The Safety Officer is tasked with creating systems and procedures for the overall health and safety of all responders.

#### LIAISON OFFICER

The Liaison Officer serves as the primary contact for organizations cooperating with or supporting the incident response.

### GENERAL STAFF

#### OPERATIONS SECTION

The Operations Section implements the incident action plan and is responsible for developing and managing the first responders to accomplish incident objectives set by the Incident Commander. Operations organize, assigns and supervises all resources assigned to an incident including the staging area. It works closely with other members of the Command and General Staff to assign resources from the following agencies:

London Fire Department;  
London Police Service;  
London - Middlesex Paramedic Service (EMS);  
Environmental and Engineering Services;  
London Transit;  
London Hydro; and  
Other Agencies.

#### PLANNING SECTION

The Planning Section at the site develops the Incident Action Plan. It collects, evaluates, analyzes and disseminates emergency information. The planning process includes preparing and documenting the Incident Action Plan and conducts long range contingency planning.

## LOGISTICS SECTION

The Logistics Section coordinates the provision of all resources assigned to the incident. It obtains, maintains and accounts for essential personnel, equipment and supplies.

## FINANCE / ADMINISTRATION SECTION

The Finance/Administration Section provides financial and cost analysis support to an incident.

## RADIO COMMUNICATIONS

Services likely to be at an emergency site include Police Services, Fire Department, Middlesex-London Paramedic Service (EMS), Environmental and Engineering Services (EES), London Hydro and London Transit personnel. They will make every effort to ensure there is an efficient means of communication in place, both to and from the Incident Commander between emergency service groups.

A clear communications link must be established between the Incident Commander and the EOC. This is done using LCOM1 or LIMS 1, the 800 Mhz. common channels. This talkgroup is to communicate key information relative to Command decisions. Each Agency utilizes their own operational channels/tacs to relay information within their own organization

Communications relating to operational decisions should utilize individual agency channels or talk groups to communicate with staff in the Emergency Operations Centre. Agencies must have access to both radios.

## 4.4 RESPONSIBILITIES OF THE INCIDENT COMMANDER

Coordination by all resources at the emergency site is important to an effective response. The Senior Fire, Police, EMS Supervisor in conjunction with the EES Supervisor (when applicable) on site will agree who should act as the initial Incident Commander (IC) depending on the nature of the emergency and will advise the Fire Chief and/or Chief of Police, Paramedic Chief respectively.

An on-site "Incident Command Post" will be established by the IC as soon as practical, to bring together supervisors of all emergency services operating at the scene for the purposes of coordinated action. It may also be necessary to establish a resource staging area so that outside resources have a definitive assembling/marshalling point. It will also be necessary to establish an area close, yet in safe proximity, to the emergency site for the media to assemble. The location should be easily identified, and located in proximity to the on-scene Incident Command Post.

The Incident Commander, in liaison with the Senior Fire, Police, Paramedic, EES and other officials on site, is responsible to:

- Implement the Incident Management System
- Direct, control and coordinate the on-site emergency response effort of the Emergency Response Agencies, in accordance with direction from the Senior Officers;
- Maintain contact with the leader of each agency and inform on progress on each;
- Assess the situation, establish an aim and determine the incident action plan;

- In conjunction with Police, Fire, EMS, EES and other key agencies, establish site layout and a Incident Command Post, including an staging area for additional staff resources for the control and coordination of emergency site operations;
- Establish Emergency Site communications capabilities;
- Establish which agencies/personnel are allowed access past the outer and inner perimeters and advise on-site police;
- In coordination with the Director of Communications establish an Assistant Emergency Information Officer - Site Media Spokesperson. Request public information support, as required;
- Request the activation of Alert London – mass notification system;
- Request the activation of the EOC and EOC Policy Group for additional support to the site;
- Maintain continuous contact with EOC Director and Operations Section Chief and or Branch Operations to report the operations status at the emergency site and advise of any assistance or other resources required;
- Take such necessary actions to minimize the effects of the emergency;
- When recovery operations are nearing completion, monitor and advise the EOC about agencies preparing to depart the site;
- Maintain a log of all major decisions, instructions, IMS forms and actions taken; and
- Prepare and submit a final report containing operational evaluation of his/her area of responsibility, including recommendations on changes to the Emergency Response Plan and Supplementary Plans.

## **4.5 INCIDENT MANAGEMENT SYSTEM**

The City of London adopted the Incident Management System (IMS) at the emergency site and has adopted it at the Emergency Operations Centre. IMS is internationally recognized and is endorsed by Office of the Fire Marshal and Emergency Management, based on the National Incident Command System and NFPA 1600. IMS is being implemented by all ministries and communities.

IMS Principles:

1. Five Primary Functions (Command, Operations, Planning, Logistics, Finance/Administration)
2. Establish and Transferring of Command
3. Single or Unified Command
4. Management by Objectives
5. Consolidated Incident & EOC Action Plans
6. Comprehensive Resources Management
7. Unity and Chain of Command
8. Manageable Span of Control
9. Modular Organization
10. Personnel Accountability
11. Common Terminology
12. Integrated Communications



IMS consists of five key functions:

1. Command
2. Operations
3. Planning
4. Logistics
5. Finance / Administration

IMS is the standardized emergency response system, which defines the basic command structure and the roles and responsibilities, required for the effective management of an emergency.

#### **4.6 EOC IMS ORGANIZATIONAL STRUCTURE**

The majority of emergency incidents are managed at the site, by the Incident Commander. Incident objectives, strategies and tactics for the site are formulated and directed from the Incident Command Post (ICP). In larger emergencies, onsite responders may require policy, coordination and resources to support site activities by requesting support from the EOC.

An Emergency Operations Centre (EOC) is a pre-designated facility, set up off site, to provide this support. The EOC provides policy direction and support to the site, business continuity. The EOC Director coordinates resources requests from the site(s) and manages all non-site activities.

An EOC may be established by any level of government or the private sector to support individual response agencies or the overall response effort. Emergency Operations Centres are normally activated at the request of the Incident Commander or EOC Policy Group.

When an EOC is activated, the agency may establish a Policy Group (formally the Community Control Group), comprised of the head of the organization (e.g. Mayor, Managing Directors, Chiefs, etc.) and other senior executive officers, in order to provide the EOC Director with policy direction.

The EOC is organised into five major functions; Management, Operations, Planning, Logistics and Finance/Administration. A diagram of this EOC structure is provided on the next page. The primary responsibilities of each of these functions are described below:

**EOC Management:** Responsible for overall policy and coordination through the joint efforts of government agencies and private organizations. Management includes the EOC Director, Deputy Director, Risk Management Officer, Liaison and Emergency Information Officers.

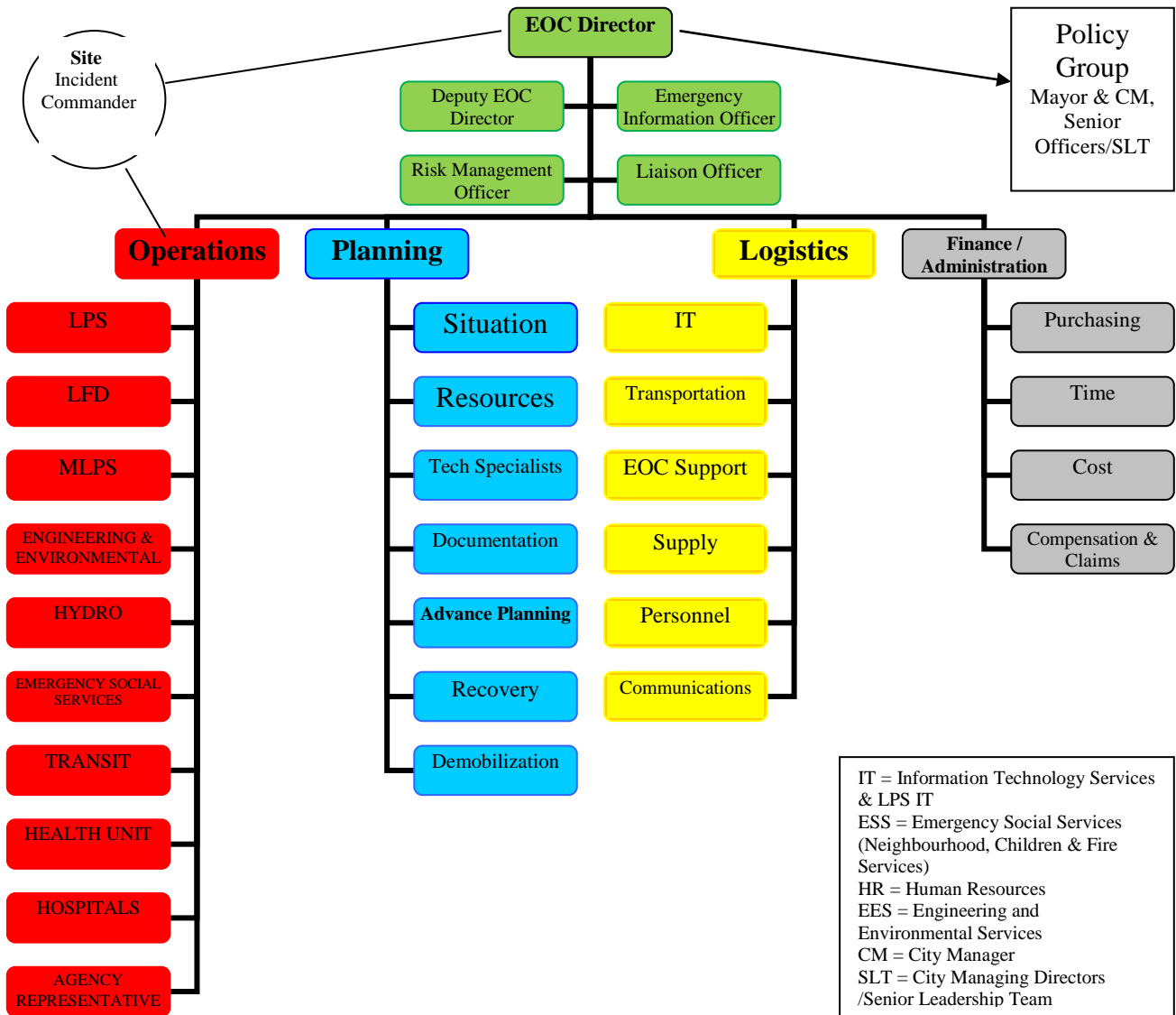
**Operations:** Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the EOC Action Plan.

**Planning:** Responsible for collecting, evaluating and disseminating information; developing the EOC's Action Plan and Situation Report in conjunction with other functions; and maintaining EOC documentation.

**Logistics:** Responsible for ensuring the EOC is operational and providing facilities, services, personnel, equipment and materials.

**Finance/Administration:** Responsible for financial activities and other administrative aspects

# EOC IMS ORGANIZATIONAL CHART



More information on IMS in the EOC in chapter 8

## 5.0 RESPONSIBILITIES OF THE EOC POLICY GROUP MEMBERS

The members of the EOC Policy Group are authorized to take the following actions:

- Calling out and mobilizing their respective services, equipment or other agencies as required;

- Supporting the Incident Management System at the site and at the Emergency Operations Centre;
- Designating an Agency representative to the EOC Operations Section as Branch Coordinator;
- Assist in the staffing of the EOC Planning, Logistics, Finance/Administrative Sections;
- Coordinating and directing services and ensuring that any actions necessary for mitigating the effects of the emergency are taken;
- Determining if the location and composition of the EOC are appropriate (and that appropriate advisory and support members are present);
- Advising the Mayor as to whether the declaration of an emergency is recommended;
- Advising the Mayor on the need to designate all or part of the City as an emergency area;
- Ensuring that an Incident Commander (IC) is appointed and confirmed if required;
- Ensuring support to the IC in terms of equipment, staff and other resources as required;
- Discontinuing utilities or services provided by public or private agencies, e.g. hydro, water, gas, closing down a shopping plaza/mall;
- Arranging for services and equipment from outside local agencies;
- Notifying, requesting assistance from and/or liaising with various levels of government and other public or private agencies not under municipal control, as considered necessary;
- Determining if volunteers are required and authorizing requests to identify agencies for assistance;
- Implementing Business Continuity Plans to ensure the delivery of services outside of the emergency area;
- Authorizing transportation arrangements for evacuation or transport of persons and/or supplies;
- Ensuring that pertinent information is promptly forwarded to Communications for dissemination;
- Determining the need to establish advisory groups and/or sub-committees/working groups for any aspect of the emergency including recovery;
- Authorizing expenditure of money required to deal with the emergency;
- Notifying personnel under their direction, of the declaration and termination of the emergency;
- Maintaining a log outlining issues, decisions made and actions taken for submission to the City Manager within one week of the termination of the emergency;
- Requesting activation of the London Alert – emergency mass notification system;
- Participating in the operational debriefing following the emergency; and
- Ensuring support to emergency service personnel and the citizens suffering emotional trauma as a result of critical incident stress.

## 5.1 ELECTED OFFICIALS

5.1.1 The Mayor is responsible for the following:

- Member of the EOC Policy Group;
- Providing overall leadership to the community;
- Provide advice and information from Councilors;
- Designating specific responsibilities to members of the Policy Group as deemed appropriate and receiving interim reports on a continuing basis for such special areas of concern;
- Representing the City of London with Senior Government officials and making the appropriate notifications;
- Serving as main media spokesperson for the Municipality;
- Determining if and when an emergency is declared;
- Declaring an emergency;
- Ensuring Council members are advised of the declaration and termination of an emergency;
- Ensuring Council members are informed of the emergency situation as per Corporate policy; and
- Declaring termination of the emergency.

5.1.2 The Deputy Mayor is responsible for the following:

- In the absence of the Mayor, the Deputy Mayor will assume the duties of the Mayor; and
- In the absence of the Deputy Mayor, the Alternate Deputy Mayor will assume the duties of the Mayor.

5.1.3 City Councillor's are responsible for the following:

- Councillors may be appointed as Alternate Deputy Mayor;
- Adopt by by-law the City of London's Emergency Management Program;
- Approve at council the City of London's Emergency Response Plan, including any amendments;
- Reinforce emergency preparedness messages to their constituents;
- Consider receiving training in emergency management and the Incident Management System provided by the City;
- Refer questions from the public to the City's Public Inquiry Centre, which may be operational during an emergency;
- When receiving calls from their constituents, Councilors can compile issues and concerns to share with the Mayor that will be passed on to the EOC Director and Emergency Information Officer;

- If calls from the media are received by a Councillor, then the information should be forwarded to Corporate Communications/Emergency Information Officer; and
- When the EOC is activated, it is important to note that information should not be posted on websites and social media sites that have not been approved for release by the EOC Director.

## **5.2 CITY MANAGER**

The City Manager, Deputy City Manager or designate is responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Act as the Emergency Operations Centre Director; assign the Command Staff and General Staff Chiefs in the EOC. Activate the Operations, Planning, Logistics and Finance / Administration Sections;
- Chairing Policy Group meetings, determining the meeting cycle and agenda during emergencies or other meeting;
- Act as Chief Advisor to the Mayor on policies and procedures as appropriate;
- Ensuring a master event log is made recording all important decisions and actions taken by the EOC and EOC Policy Group;
- Approving, in conjunction with the Mayor, major announcements and media releases prepared by Communications; and
- Ensuring that a communications link is established between the EOC and IC.

## **5.3 CITY CLERK**

The City Clerk or designate is responsible for the following:

- Member of the EOC Policy Group;
- Assisting the City Manager and/or EOC Director as required;
- Advising the EOC Policy Group in matters of: bylaws and protocols, governing Council;
- If assigned by the EOC Director, act / assign the Finance / Administration Section Chief. Activate the Finance/Admin Section in the EOC; be prepared to assist in the Operations, Planning and Logistics Section.
- Recording emergency expenditures authorized by the EOC Policy Group;
- Maintain a record of requests made for Municipal, Provincial or Federal Government assistance in the emergency; and
- Upon direction of the Mayor, arranging special meetings of Council; and advising Councillors of the time, date and location of the meetings.

## 5.4 CHIEF OF POLICE

The Chief of Police or deputy will have the following responsibilities in addition to the normal responsibilities of the Police Service:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Alerting persons endangered by the emergency and coordinating evacuation procedures;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and inform the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Police Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the Senior Police on scene;
- Where applicable, establish and/or secure the inner perimeter of the emergency scene;
- Where applicable, establish the outer perimeter in the vicinity of the emergency to facilitate the movement of evacuees, emergency vehicles and to restrict access to all but essential emergency personnel;
- As feasible, provision of the police mobile command vehicle to serve as the multi-agency incident command post;
- Initiating traffic control to facilitate the movement of emergency vehicles and services;
- Provision of facilities for the City's, third alternate Emergency Operations Centre at Police Headquarters;
- Authorizing movement of the primary EOC to the alternate EOC location;
- Providing communications support, and information on the emergency to the Policy Group;
- Arranging for additional Police assistance when necessary;
- Evacuation of buildings or areas as authorized by the Mayor (IC/EOC Director), or the immediate evacuation of residents from a building or area for urgent safety reasons on the decision of the Senior Police Officer on scene in consultation with Fire Services where appropriate, and notifying the EOC or City Manager and the Managing Director of Neighbourhood, Children and Fire Services of such actions;
- Arranging for the maintenance of order in any emergency reception centre, morgue and other facilities established by the EOC;
- Notifying the coroner of fatalities;
- Ensure the protection of life and property and the provision of law and order;
- Securing the emergency site to protect evidence so that subsequent investigation by other agencies is not hindered, for example an aircraft crash site; and
- Liaising with other municipal, provincial and federal law enforcement/intelligence agencies as required. The Chief of Police will ensure that the OPP Western Region Duty Officer is kept informed of any emergency situation in or affecting the City of London, so that current information on the emergency will be on hand at OPP General Headquarters.

## **5.5 FIRE CHIEF**

The Fire Chief or deputy will have the following responsibilities in the emergency in addition to the normal responsibilities of the Fire Department:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Providing the EOC with information and advice on firefighting and rescue matters;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Fire Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the Senior Fire official on scene;
- Informing Mutual Aid Fire Chiefs and/or initiating mutual aid arrangements for the provision of additional firefighters and equipment, if needed;
- Determining if additional or special equipment or capabilities are required and recommending possible sources of supply, e.g. breathing apparatus, protective clothing;
- Determining the level and nature of Mutual Aid Fire assistance to provide to neighbouring communities when requested;
- Providing support to non fire fighting operations if necessary, e.g. rescue, casualty collection, evacuation;
- Maintaining plans and procedures for dealing with spills of hazardous material from the viewpoint of public safety, prevention of explosions and the spread of noxious fumes; and
- Providing advice to other City Services as required in the emergency.

## **5.6 MANAGING DIRECTOR OF ENVIRONMENTAL AND ENGINEERING SERVICES & CITY ENGINEER**

Managing Director Environmental and Engineering Services & City Engineer or designate are responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and informing the EOC;

- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Environmental and Engineering Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section;
- Establishing an ongoing communications link with Senior EES on the scene of the emergency;
- Maintaining communications with public works representatives from neighbouring communities to ensure a coordinated response;
- Ensuring provision of engineering assistance;
- Maintaining and repairing sanitary sewage and water systems;
- Providing emergency potable water, supplies and sanitation facilities as required by the Medical Officer of Health;
- Liaising with public utilities to disconnect any services representing a hazard to the public and/or arranging for the provision of alternate services or functions;
- Liaising with the Upper Thames River Conservation Authority regarding flood control, conservation and environmental matters;
- Arranging for snow or building debris clearance on an emergency basis so that vehicle movement can be maintained;
- Developing and implementing a plan for the removal and disposal of debris;
- Arranging for procurement of special purpose vehicles/equipment not in City inventory;
- Obtaining advice from the Chief Building Official on the structural safety of any buildings affected by the emergency and take action as required under the Building Code Act;
- Arranging with London Police for building evacuation where appropriate;
- Providing advice on the structural safety of any buildings affected by the emergency in liaison with the Chief Building Official and arranging with London Police for building evacuation where appropriate;
- Arranging for the demolition of unsafe structures as required;
- Coordinating action for the recovery and restoration of services as outlined in the London Emergency Response Plan, including the inspection of homes and buildings for safe re-occupation where required;
- Maintaining flood plans including river watch in liaison with the Upper Thames River Conservation Authorities and the weather services, when required;
- Maintaining procedures and plans for Engineering and Environmental Services response to spills of hazardous and environmentally damaging materials including containment, neutralizing and clean-up, upon advice from the Fire Department as to the material involved and the remedial action required;
- Arranging for repair of the water distribution system in case of ruptured mains in order to restore availability of water for fire-fighting purposes;
- Providing assistance to accomplish tasks as requested by London Police to support
- evacuations; and
- Arrange for the provision of forestry crews as required.



## **5.7 MANAGING DIRECTOR OF NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES**

The Managing Director of Neighbourhood, Children and Fire Services and/or Managing Director Housing and Social Services and/or Managing Director, Parks and Recreation or designate is responsible for the following:

- Member of the EOC Policy Group;
- Emergency Social Services lead;
- Activating the EOC Policy Group notification system, when applicable;
- Ensuring the well-being of residents who have been evacuated from their homes by arranging emergency lodging, clothing, food, registration, inquiries and other personal services;
- Activation of the Emergency Social Services Plan;
- Coordinating the opening and operation of temporary and/or long-term reception/evacuation centres and ensuring adequate staffing;
- If assigned by the EOC Director, activate the Emergency Social Services Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section.
- Liaising with the EOC with respect to the designated reception/evacuation centres that can be opened on short notice;
- Liaising with the Medical Officer of Health on areas of mutual concern regarding operations in reception centres;
- Liaising with the Ministry of Community and Social Services;
- Liaising with volunteer organizations in regards to providing staff for registering the public in reception centres and providing clergy to the site; and
- Notifying Western Fair and London school boards when their facilities are required as reception centres.

## **5.8 MEDICAL OFFICER OF HEALTH**

The Medical Officer of Health or designate will have the following responsibilities:

- Member of the EOC Policy Group;
- Activate EOC Policy Group notification system in the event of a health emergency;
- Acting as a coordinating link for all emergency health services at the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Health Unit Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Depending on the nature of the emergency, assigning the Incident Commander at the Emergency Site and informing the EOC;
- Liaising with the Ontario Ministry of Health and Long Term Care, Public Health Branch;

- Establishing an ongoing communications link with the senior health official at the scene of the emergency;
- Liaising with senior EMS representatives, hospital officials, relevant health care organizations (i.e. Southwest Local Health Integration Network, the Ministry of Health and Long-Term Care and relevant government agencies);
- Providing authoritative instructions on health and safety matters to the public through Communications;
- Coordinating the response to disease related emergencies or anticipated emergencies such as epidemics, according to the Ministry of Health and Long-Term Care policies;
- Coordinating care of bed-ridden and special needs citizens at home and in reception centres during an emergency;
- Liaise with Local Health Integration Network
- Liaising with voluntary and private health care agencies, as required, for augmenting and coordinating public health resources;
- Coordinating efforts towards prevention and control of the spread of disease during an emergency;
- Notifying the Environmental and Engineering Services and City Engineer regarding the need for potable water supplies and sanitation facilities;
- Liaising with the Emergency Social Services on areas of mutual concern regarding health services in reception centres;
- Providing advice to the Mayor and the EOC Policy Group on health matters;
- When advised by emergency services of an emergency situation involving hazardous substances or any threat to public health, providing advice for the safety of emergency service workers and activities to reduce the adverse affects on the public health;
- Directing precautions in regard to food and water supplies when warranted;
- Arranging for mass immunization where required; and
- Notifying other agencies and senior levels of government about health-related matters in the emergency.

## **5.9 PARAMEDIC SERVICES (EMS) CHIEF**

The Middlesex-London Paramedic Services (MLPS) Chief or deputy is responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Providing information on patient care activities and casualty movement from the emergency site;
- If assigned by the EOC Director, activate the Ambulance (EMS) Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section.

- Establishing an ongoing communications link with the EMS official at the scene of the emergency;
- Liaising and obtaining EMS resources from the Provincial Ministry of Health and Long-Term Care, Emergency Health Services Branch, Senior Field Manager or On Call EMS Superintendent and from other municipalities for support if required;
- Liaising with the Ambulance Communications Centre regarding patient status, destination, and department case load;
- Organizing the EMS response to assist and coordinate actions of other Social Service agency EMS branches (i.e. patient transport services, and other transportation providers);
- Advising the EOC if other means of transportation are required for large scale responses;
- Obtain EMS Mutual Aid assistance as required for both land and air based patient transport;
- Assist with the emergency evacuation when required;
- Ensure balanced emergency EMS coverage is available at all times throughout the community;
- Liaising with the receiving hospitals; and
- Liaising with Police, Fire, Coroner and Medical Officer of Health, as required.

## **5.10 DIRECTOR OF COMMUNICATIONS AND EMERGENCY INFORMATION OFFICER (EIO)**

The Director of Strategic Communications, Government Relations and Community Engagement or designate; responsibilities include:

- Member of the EOC Policy Group;
- Establishing a communications link with the Community Spokesperson (s) and any other media coordinator(s) (i.e. provincial, federal, private industry, hospitals, etc.) involved in the incident;
- Implementing the Emergency Communications Plan;
- Designate an Emergency Information Officer (EIO) for the EOC
- If assigned by the EOC Director, designate the Emergency Information Officer at the Site and Assistant EIO's in the EOC; be prepared to assist in the Operations and Planning Section.
- Ensuring that all information released to the public is timely, full and accurate;
- Ensuring an Emergency Information Centre is set up and staffed for the purpose of disseminating information to the media;
- Ensuring media releases/PSAs are approved by the Mayor prior to dissemination;
- Handling inquiries from the public and media;
- Coordinating individual interviews and organizing press conferences;

- Ensuring a Public Inquiry Centre is set up (if necessary) to process email and/or phone inquiries;
- Ensuring a Public Inquiry Centre Supervisor is designated and to liaise often with this Supervisor regarding the nature of inquiries;
- Distribute media releases/PSAs to the EOC, Public Inquiry Centre Supervisor and other appropriate key persons;
- Ensuring the public is advised of the Public Inquiry Centre phone number(s) through public service media announcements;
- Monitoring news coverage and social media and correcting any erroneous information;
- Maintaining copies of media releases pertaining to the emergency; and
- Ensure information notification protocols for Elected Officials are exercised.

## **5.11 COMMUNITY EMERGENCY MANAGEMENT COORDINATOR (CEMC)**

The Community Emergency Management Coordinator or alternate responsibilities include:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Ensuring Alert London – Mass Notification System and EOC Policy Group contact lists are kept up to date, for EOC activation;
- Ensuring the email lists and cell phone, electronic device applications are utilized to supplement telephone call-out system;
- Providing advice and support to the Incident Commander and initial responders including liaison with appropriate agencies, service areas and departments;
- Assisting with the decision making process to determine whether to activate the EOC Policy Group notification system when applicable;
- Preparing and arranging the Emergency Operations Centre in readiness to activate;
- If assigned by the EOC Director, act as Deputy EOC Director, assign a Liaison Officer, activate the Incident Management System in the EOC, be prepared to assist in the Operations, Planning, Logistics and Finance/Administration Sections and EOC Support;
- Ensuring EOC Policy Group members have all plans, resources, supplies, maps and equipment;
- Ensuring that a communications link is established between the EOC and Site;
- Providing advice and clarification regarding the London Emergency Response Plan;
- Lead contact between the Municipality and Office of the Fire Marshal and Emergency Management (OFMEM);
- Liaising with Provincial and Federal agencies as required;
- Liaising with support agencies (i.e. Red Cross, St. John Ambulance, Salvation Army, Amateur Radio Emergency Service) as required;

- Addressing any action items that may result from the activation of the London Emergency Response Plan;
- Maintaining logs for the purpose of debriefings and post emergency reporting;
- Acting as Deputy EOC Director, EOC Director and/or Liaison Officer to the EOC as required, provide members for the EOC Support Unit;
- Advising on the implementation of the City of London emergency plans;
- To initiate arrangements with telephone authorities for priority attention to key municipal offices;
- Arranging the provision of administrative staff to assist in the EOC, as required;
- Maintaining plans in place, for the alternate EOC at City Hall and alternate back up at LPS HQ, for use by the EOC as outlined in Annex C of this plan;
- Providing a process for registering EOC and EOC Policy Group members; and
- Forwarding all Provincial Media releases to the Director of Communications (EIO).

## **5.12 HOSPITALS REPRESENTATIVE**

London Hospitals' work collaboratively together on their Emergency Management programs. They would send a representative to attend the EOC Policy Group and EOC Operations Section provide direct liaison to the hospitals' control groups.

Providing information on overall hospital capacity, patient care activities and casualty movement at the hospitals including decontamination status for CBRNE events;

- If assigned by the EOC Director, assist the Hospital Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section;
- Liaising with the Ambulance Communications Centre and EMS regarding patient status, destination, and department case load;
- Activating their emergency plans as appropriate;
- Establishing ongoing communications links with the hospital control groups;
- Liaising and obtaining hospital resources from the Provincial Ministry of Health and Long-Term Care, Emergency Health Regulatory and Accountability, and from other hospitals for support if required;
- Ensure communication regarding availability of essential hospital services occurs at all times throughout the community; and
- Liaising with Police, Fire, Coroner and Medical Officer of Health, Community Care Access Centre, and Southwest Local Health Integration Network (LHIN) as required.

## **5.13 CHIEF EXECUTIVE OFFICER, LONDON HYDRO**

The Chief Executive Officer, or designate London Hydro responsibilities include:

- Member of the EOC Policy Group;

- Activating the EOC Policy Group notification system, when applicable;
- Monitoring the status of power outages and customers without services;
- Providing updates to the EOC on power outages, as required;
- Depending on the nature of the emergency, providing the Operations Section Hydro resources at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, activate the Utilities Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section;
- Liaising with the Independent Electrical System Operators regarding local and global power outage issues;
- Monitoring service status to inform customers relying on home medical equipment, (i.e. oxygen, dialysis machines);
- Providing assistance with accessing generators for essential services or other temporary power measures;
- Arranging to discontinue electrical services to any consumer where considered necessary in the interest of public safety;
- Maintaining plans in place for alternative electrical service, where necessary, and for the priority restoration of affected services as dictated by emergency needs of City services and other essential users;
- Arranging for the clearance of power lines and fallen trees on emergency routes in order that emergency response personnel have access to perform their duties;
- Establishing procedures and maintaining plans for emergency response to transformer oil leaks and for the coordination of response efforts by other departments and agencies in such situations; and
- Assisting with post-disaster clean-up and restoration of services.

#### **5.14 GENERAL MANAGER, LONDON TRANSIT**

The General Manager, or designate London Transit responsibilities include:

- Member of the EOC Policy Group;
- Co-ordination of evacuation transportation resources;
- Responding as directed by London Police and/or the EOC regarding the utilization of transportation resources under emergency evacuation conditions;
- Depending on the nature of the emergency, providing the Operations Section transportation resources at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, activate the Transportation Unit of the Logistics Section; and /or Transportation Branch of the Operations Section, in the EOC, be prepared to assist in the Planning Section.
- Coordinating the acquisition, distribution and scheduling of various modes of transport (i.e. public transit, school buses, etc.) for the purpose of transporting persons and/or supplies, as required in an emergency;
- Procuring staff to assist with transit issues, as required;

- Ensuring that a record is maintained of drivers and operators involved;
- Establishing an emergency availability system for all transportation vehicles according to time of day, excluding London Central Ambulance Communications Centre (L.C.A.C.C) dispatched vehicles which will remain the responsibility of the L.C.A.C.C., and
- Provide transportation support for on-site emergency responders as required.

## **6.0 RESPONSIBILITIES OF EOC ADVISORS**

### **6.1 DIRECTOR, HUMAN RESOURCES**

The Director, Human Resources is responsible for the following:

- If assigned by the EOC Director, act as the Risk Management Officer in the EOC
- Assisting with providing necessary staff to help with emergency operations by matching employees' skills with required job (prior to an emergency). Obtaining, recording and maintaining an inventory of employee skills and limitations related to emergency operations, to be verified through the EOC Policy Group and support staff;
- Coordinating offers of, and appeals for, volunteers with the support of the EOC Policy Group. (This may include additional registration of volunteers for Emergency Reception Centres, telephone inquiry call in lines, recovery work parties, etc.);
- Coordination of staff information hotline and internal Corporation of the City of London communications in conjunction with Emergency Management;
- Ensuring safe workplace practices are followed and that appropriate safeguards are in place to protect staff and volunteers. Advising the EOC Policy Group on matters concerning Occupational Health and Safety legislation;
- Advising the EOC Policy Group on legislative and collective agreement aspects of the response. Make recommendations to ensure staff are fairly compensated for extra-ordinary efforts. Work with Union leadership to address any issues arising during the incident.
- Providing identification cards to staff, volunteers and temporary employees when required;
- Providing personal assistance to those employees who are impacted by the emergency. Establishing the necessary support services to allow employees to continue to report to work during the emergency (i.e. daycare, elder care, food services, rest areas, etc.);
- Recommendation to the EOC Policy Group on alternate work schedules, site, telecommuting, etc. in the event that City facilities are impacted;
- Ensuring that records of human resources and related administrative issues that cover financial liability are completed;
- Arranging Critical Incident Stress Debriefing Teams and employee counseling services to respond to the needs of municipal emergency response staff and registered volunteers, during and post emergency, as required; and
- Providing additional staff to the EOC, as required.

## **6.2 MANAGING DIRECTOR, DEVELOPMENT AND COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL**

The Managing Director, Development and Compliance Services and Chief Building Official or alternate will:

- Where possible, inspect buildings for visual assessment of damage and advise if any dangerous or unsafe conditions exist; If necessary, retain or request the owner to retain the services of a professionally qualified engineer to determine the structural adequacies of the structure;
- Issue orders as necessary for remedial actions to be undertaken; and
- Proceed with any actions as necessary to “make safe” any building or structure.

## **6.3 MANAGING DIRECTOR, CORPORATE SERVICES, CITY TREASURER AND CHIEF FINANCIAL OFFICER**

The Managing Director, Corporate Services, City Treasurer and Chief Financial Officer responsibilities includes:

- Co-ordinate financial management of the emergency;
- Ensure necessary purchasing and stores support is available to support the incident;
- Assisting the EOC Director, if assigned by the EOC Director, assign a Finance/Administration Section Chief;
- Providing information and advice on financial matters related to the emergency; and,
- Ensuring that records of expenses are maintained for future claim procedure.

## **6.4 DIRECTOR, INFORMATION TECHNOLOGY SERVICES**

The Director, Information Technology Services is responsible for the following:

- Providing information technology services personnel to assist with telecommunications, computer, LAN and GIS needs of the EOC and EOC Policy Group; and
- Provide co-ordination with London Police IT services in the EOC.

## **6.5 REGIONAL CORONER**

When the Regional Coroner is called upon to join the EOC, the following responsibilities will be carried out:



- Providing information on the handling of fatalities;
- Liaising with London Police Service regarding victim identification and evidence gathering/preservation;
- Liaising with the Medical Officer of Health regarding associated health risks to emergency responders and the public;
- Arranging for adequate staffing to deal with the situation;
- Advising the Mayor/City Manager regarding information to be released to the media; and
- Providing information with respect to the establishment of a temporary morgue.

## **6.6 THE THAMES VALLEY DISTRICT SCHOOL BOARD AND THE LONDON DISTRICT CATHOLIC SCHOOL BOARD**

When the Boards of Education are called upon to join the EOC Policy Group, they will provide liaison officer(s) who will have the following responsibilities:

- Provide the EOC with information with respect to the Boards action to ensure the safety and well-being of their students;
- Providing school facilities (as appropriate and available) for use as public information and/or reception centres as required;
- Provide staffing to coordinate the maintenance, use, and operation of the facilities being used as public convergence/assembly and/or reception centres; and
- Act as liaison between the Boards of Education to keep them informed of EOC Policy Group decisions that will impact the Boards activity.

## **6.7 OFFICE OF THE FIRE MARSHAL AND EMERGENCY MANAGEMENT**

Office of the Fire Marshal and Emergency Management (OFMEM) can assist with facilitating access to Provincial and Federal agencies and resources. OFMEM can provide advice on managing an emergency and provide information and access to additional private and public agencies that may assist in the management of the emergency. OFMEM can deploy field officers to provide advice and assistance to the Policy Group and also ministry staff from the MCS&CS communications branch to assist with emergency public information. Access to OFMEM is through the CEMC, who should notify the Provincial Emergency Operations Centre of all major incidents.

## **6.8 INCIDENT INDUSTRIAL REPRESENTATIVE**

When the emergency has been caused by an industrial accident, the EOC may request that the company involved provide the EOC with an advisor.

## **6.9 DND – REGIONAL LIASION OFFICER**

A Canadian Armed Forces Regional Liaison Officer will provide a link between the community and local Department of National Defence resources in London; including 31 Canadian Brigade Group and HMCS Prevost.

## **6.10 ADDITIONAL E.O.C. ADVISORS**

Dependent upon the nature of the emergency, the EOC may require further consultation from, but not limited to, the following internal and external agencies;

### Internal

City Solicitor, Legal Services

### External

Ministry of the Environment  
Ministry of Community and Social Services  
Ministry of Municipal Affairs and Housing  
Ministry of Health and Long-Term Care  
Ontario Provincial Police  
Ministry of Transportation  
Upper Thames River Conservation Authority  
Transport Canada  
London International Airport  
Canadian National/Canadian Pacific Railroad  
Western University  
Fanshawe College

## **7.0 OTHER AGENCIES AND ORGANIZATIONS**

### **7.1 AMBULANCE COMMUNICATIONS CENTRE**

The Ambulance Communications Centre is responsible for the dispatch of ambulances in London and Middlesex County operating 24 hours per day, 7 days per week.

### **7.2 ST. JOHN AMBULANCE**

The Southwestern Ontario Branch of the St. John Ambulance Community Services Units, has resources for communications, first aid, child care, ground search and rescue and emergency reception centre medical support. St. John Ambulance will respond to requests from the Emergency Services or the EOC. St. John Ambulance resources are staffed by volunteers and their response is governed by the availability for duty of volunteers.

### **7.3 THE SALVATION ARMY**

The Salvation Army has emergency resources for public welfare, short term accommodation, clothing, feeding, mobile canteen, emergency responder critical incident stress issues, and emergency reception centre support and will respond within their budgetary capabilities when requested by the EOC. The Salvation Army is also prepared to arrange for clergy assistance, emotional and spiritual care personnel at a disaster site or at reception centres when called upon by Police or Fire authorities (IC) or by the (Emergency Supervisor On Call), or Managing Director of Neighbourhood, Children and Fire Services or Delegate.

### **7.4 CANADIAN RED CROSS**

The London and Middlesex Branch of the Canadian Red Cross is prepared to provide Red Cross assistance to the community in the form of a registration and inquiry service as described in the Public Health Agency of Canada "Registration and Inquiry Manual". This service will assist the public in locating immediate relatives who have left their homes as a result of the emergency. Inquiry services may be operated from outside the disaster area in accordance with Red Cross standard operating procedures. Registration and inquiry services will be provided at the request of the (Emergency Supervisor on Call), or Managing Director of Neighbourhood, Children and Fire Services or Delegate.

### **7.5 AMATEUR RADIO EMERGENCY SERVICE**

The Amateur Radio Emergency Service (A.R.E.S.) is the volunteer group which coordinates amateur radio in the London-Middlesex area. They are prepared to establish and maintain emergency radio communications for any purpose required, including assisting Red Cross with registration and inquiry services at reception centres, communications between London hospitals, to supplement municipal communications resources, and to establish a Shadow Network of backup communication paths. Radio operators can deploy mobile and portable radios throughout the area to supplement existing radio networks. An A.R.E.S. control station can be activated at the EOC in a major emergency at the request of the CEMC. Other stations are available at the Middlesex London Health Unit, the London Police Community Command Vehicle, and any location that is reachable by car.

### **7.6 FEDERAL GOVERNMENT AGENCIES**

Federal resource assistance should be accessed through Office of the Fire Marshal and Emergency Management - Provincial Emergency Operations Centre. The financial burden for Federal resource assistance requests made directly from the municipality is born by the Municipality.

### **7.7 BELL CANADA**

Bell Canada is aware of key emergency personnel and departments, and will ensure that these telephones are given priority attention in maintenance and restoration of service in emergency situations. Bell Canada can provide additional emergency telephone lines if the incident has not caused major disruption to their installed services. They also have a telephone and radio equipped mobile command post which can be positioned at emergency sites to augment the City's telecommunications capability

## **7.8 UNION GAS**

Union Gas Limited (ENBRIDGE Gas Limited) has emergency plans in place, personnel and equipment available to handle the restoration of gas mains and services in an emergency when contacted by City Emergency Services.

## **7.9 LONDON INTERCOMMUNITY HEALTH CENTRE**

The InterCommunity Health Centre has emergency resources for public welfare, triage, medical care, medications/prescriptions, emergency reception centre support and will respond when requested by the Emergency Operations Centre Policy Group.

## **7.10 LONDON COMMUNITY FOUNDATION**

In the event of an emergency situation affecting the City, the London Community Foundation has agreed to take on the role of coordinating donation management. To facilitate this important and supportive role, the Foundation will work closely with the City to continually ensure there are efficient policies and processes in place.

## **8.0 INCIDENT MANAGEMENT SYSTEM IN THE EOC**

The London Emergency Response Plan adopts the principles of the Incident Management System (IMS) from the Ontario IMS Doctrine. Based on the five key functions that must occur during any emergency situation, IMS can be used for any size or type of emergency to manage response personnel, facilities and equipment. Principles of the Incident Management System include the use of common terminology, modular organization, integrated communications, unified command structure, EOC action planning, manageable span of control, personnel accountability, unity and chain of command, management by objectives and comprehensive resource management. The Emergency Operations Centre consists of the IMS five major functions Management, Operations, Planning, Logistics, Finance/Administration Sections and the EOC Policy Group. (formally known as the Municipal Emergency/Community Control Group).

### **Response Goals**

The following response goals are applied to all emergency situations:

- Provide for the health and safety of all responders;
- Save lives;
- Reduce suffering;
- Protect public health;
- Protect government/critical infrastructure;
- Protect property;
- Protect the environment;
- Reduce economic and social losses; and
- Maintain public confidence.

## 8.1 POLICY GROUP

When an EOC is activated, the Municipal Emergency Control Group and local authorities may establish a Policy Group comprised of the head of the local authority (e.g. Mayor) and other elected officials and senior executive officers in order to provide the Incident Commander and EOC Director with policy direction. An example of this level of policy direction is the declaration of a “state of emergency”. The Policy Group is responsible for executing the emergency response plan and making decisions on issues not covered in the London Emergency Response Plan (LERP). This group decides whether to declare or cancel a Declaration of Emergency. It is also responsible for the continuity of government and business continuity plans for the City of London. It is responsible, through emergency information staff, for ensuring that the public is informed during an emergency. Members of the policy group are found on page 14 of the plan.

### Roles and Responsibilities:

- Provide overall policy direction;
- Changing/amending bylaws or policies;
- Could request Municipal/Provincial level assistance;
- Declare a State of Local Emergency;
- Declare termination of State of Local Emergency; and
- Acting as an official spokesperson.

## 8.2 EOC MANAGEMENT

### Management Section

The Management Section is responsible to provide, for the overall management and coordination of site support activities and consequence management. Coordination through the joint efforts of the EOC, City, government agencies and private organizations. Coordination between EOC sections and between the site.

The EOC Management Section consists of the following positions:

EOC Director (City Manager, CEMC, City Senior Leadership Team and/or Chiefs)  
Deputy EOC Director  
Emergency Information Officer (Director of Strategic Communications, GR and CE Division)  
Risk Management Officer (City Senior Leadership Team)  
Liaison Officer (City Senior Leadership Team)

### EOC Director:

- Overall authority and responsibility for the activities of the EOC;
- Ensures organizational effectiveness;
- Provides leadership to the EOC Management team;
- Sets out priorities and objectives for each operational period and ensures they are carried out;
- Liaises with the Policy Group; and
- Approves emergency information releases.

The EOC Director is responsible for ensuring that the EOC is ready for use on short notice. The EOC contains information display materials, telecommunications and any additional supporting equipment, documents, and supplies required to ensure efficient operations and effective emergency management on a 24-hour per day basis. In addition, power generation capabilities and other special life support systems may be required to allow for continuous operations apart from normal public utilities and services.

Emergency Information Officer:

- Establishes, maintains media contacts;
- Coordinates information for release;
- Coordinates media interviews;
- Liaises with other information officers;
- Prepares public information materials; and
- Prepares EOC messaging sheets.

Legal, Risk Management Officer:

- Monitors EOC safety, recommends safety modifications to operations;
- Maintains link with safety officers as applicable;
- Assesses unsafe situations and halts operations if necessary;
- Identifies liability and loss exposures to personnel and property and for City;
- Provides advice and assistance on matters related to occupational health and safety regulations;
- Provides advice and assistance on matters related to law and how they may be applicable to the actions of the City during the emergency; and
- Provide advice on Human Resource matters, such as collective agreements and work scheduling

Liaison Officer:

- Invites required or requested agencies to the EOC, as identified by the EOC Director and EOC Management Team;
- Maintains regular contact with cooperating agencies; and
- Assists EOC Director with activities (meetings & briefings).

### **8.3 EOC GENERAL STAFF**

Operations Section

The Operations Section is responsible for coordinating all jurisdictional operations in support of the emergency response. The Operations Section is also responsible for gathering current situation information from the site and sharing it with the Planning Section and other Management Team personnel, as appropriate; coordinating resources requested from the site to the Planning Section.

The Operations Section consists of the following positions:

Operations Section Chief  
Fire Branch  
Police Branch  
EMS Branch  
Emergency Social Services Branch  
Public Health Branch (Health Unit, Hospitals)  
Environmental and Engineering Services Branch  
Utilities Branch (London Hydro, London Transit)  
Other

Operations Chief:

- Ensures coordination of the Operations function including supervision of the various Branches required to support the emergency event;
- Ensures that operational objectives and assignments identified in EOC Action Plans are carried out effectively;
- Establishes the appropriate level of Branch and Unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly;
- Consults with Planning Chief to clearly define areas of responsibility between the Operations and Planning Sections;
- Maintains a communication link between Incident Commander at the site and the EOC, for the purpose of coordinating the overall response, resource requests and event status information;
- Ensures that the Planning Section is provided with Branch Status Reports and Incident Reports;
- Conducts periodic Operations briefing for the EOC Director and EOC Management Team as required or requested;
- Approves special resource requests and/or obtains the EOC Directors approval of critical and extra ordinary resources; and
- Supervises the Operations Section.

Branch Directors

Branch Directors oversee the operations of a particular city service area or outside agency. A Branch Director will be responsible for coordinating the activities of their service agency site personnel, dispatch centre, with other branches in the operations section. Additional Branch staff may be required, dependent on the size of the emergency event and the support required. Each Branch has a Roles and Responsibilities binder in the EOC.

Planning Section

Responsible for compiling, evaluating and disseminating situation information in coordination with other functions, anticipating / planning for future needs and maintaining all EOC documentation.

The Planning Section consists of the following positions:

Planning Section Chief;  
Situation Unit;  
Resources Unit;  
Documentation Unit;

Advanced Planning Unit;  
Demobilization Unit;  
Recovery Unit; and  
Technical Specialists.

Planning Chief:

- Collects, processes, evaluates and displays situational information;
- Develops EOC Action Plans in coordination with other functions;
- Tracks the status of EOC issued resources;
- Maintains all EOC documentation;
- Conducts advanced planning activities and makes recommendations for action;
- Obtains technical experts for the EOC;
- Plans for EOC demobilization of personnel and resources; and
- Facilitates the transition to the recovery phase.

Logistics Section

Responsible for ensuring the EOC is operational and providing / obtaining facility services, personnel, equipment and materials.

The Logistics Section consists of the following positions:

Logistics Section Chief  
Information Technology Branch  
EOC Support Branch  
Supply Unit  
Personnel Unit  
Transportation Unit

Logistics Chief:

- Provides / acquires requested resources including personnel, facilities, equipment and supplies;
- Arranges access to technological and telecommunications resources and support;
- Acquires and arranges resources for the transportation of personnel, evacuees and goods; and
- Provides other support services such as arranging for food and lodging for workers within the EOC and other sites.

Finance and Administration Section

Responsible for cost accounting, compensation and administration in the EOC.

The Finance and Administration Section consists of the following positions:

Finance & Administration Section Chief  
Time Unit  
Compensation and Claims Unit



Procurement Unit  
Cost Accounting Unit

Finance & Administration Chief:

- Monitors the expenditures process and response and recovery costs;
- Coordinates claims and compensation;
- Tracks and reports on personnel time;
- Develops service agreements and / or contracts; and
- Oversees the purchasing processes.

## **9.0 POPULATION EVACUATION**

It may be necessary in an emergency for the residents of an area of the City to be temporarily evacuated from their homes for their own welfare and safety. Such a requirement may be of an urgent or short-notice nature caused by an immediate hazard, and decided upon and directed by Police in collaboration with Fire authorities. Police and Fire authorities will consider the advice of the Medical Officer of Health when deciding on the need for such immediate evacuation where health matters are involved. A less immediate but probably larger scale evacuation could be decided upon and directed by the EOC, as in the case of an impending flood situation. The aim in any such operation will be to care for the evacuated persons, to bring families together, and to re-establish residents in their homes.

When the Police and/or Fire authority decides that an immediate and urgent evacuation is necessary, they will attempt to arrange for a nearby facility such as a community centre, shopping mall, or a school, to be utilized as a Reception Centre to provide essential needs to those adversely affected by the event.

The Incident Commander will notify the EOC Policy Group of the initial actions taken. When transportation beyond private vehicles is required to assist residents to move, the City Manager will request London Transit to provide buses for this purpose.

Further arrangements for the welfare of evacuees while accommodated at such a temporary shelter facility by City direction will be the responsibility of the Managing Director of Neighbourhood, Children and Fire Services, assisted by City Service Areas and Departments as necessary and if possible by volunteer agencies noted here. When an urgent evacuation is considered necessary by the Medical Officer of Health, he will so advise the Mayor and the assistance of municipal essential service agencies will be made available.

In a situation where a less urgent, but major evacuation of an area is decided on by the EOC or by the City Manager, coordination of measures to arrange for one or more suitable reception facilities and for the welfare of evacuees will be the responsibility of the Managing Director of Neighbourhood, Children and Fire Services assisted by other municipal service and volunteer agencies. In the case where the City accepts a commitment to provide temporary shelter and welfare requirements for a group of evacuees from another community in Ontario, the City Manager will direct responsibilities of municipal agencies for management of the commitment.

## 10.0 PLAN DISTRIBUTION LIST

### EOC Policy Group Membership

- Mayor
- City Manager
- City Clerk
- Chief of Police
- Fire Chief
- Managing Director of Environmental & Engineering Services
- Managing Director of Neighbourhood, Children and Fire Services
- Managing Director of Parks and Recreation
- Medical Officer of Health
- Middlesex-London Emergency Medical Services Chief
- Director Communications & Emergency Information Officer
- Community Emergency Management Coordinator
- Chief Executive Officer, London Hydro
- General Manager, London Transit
- London Health Sciences Centre
- St. Joseph's Health Care London

### EOC Staff and Others

- Corporate Services and Service Areas
- Middlesex County – CEMC
- Western University
- Fanshawe College
- Ambulance Communications Centre
- St. John Ambulance
- Canadian Red Cross
- The Salvation Army
- Amateur Radio Emergency Service (ARES) London
- Commander, Canadian Forces, Army Reserve, 31 Canadian Brigade Group
- Commander, Canadian Forces, Navy Reserve, HMCS Prevost
- Chief – Office of the Fire Marshal and Emergency Management
- Office of the Fire Marshal Emergency Management Community Officer – St. Clair Sector
- CN & CP – Police
- Ontario Provincial Police - Western Region Headquarters
- RCMP - O Division and London Detachment
- London International Airport
- London Community Foundation
- London InterCommunity Health Centre
- Local Health Integration Network

*A copy of the London Emergency Response Plan can be found on our website at:  
[www.london.ca/emergency](http://www.london.ca/emergency)*

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>CHERYL SMITH MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>
<b>SUBJECT:</b>	<b>NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES FUNDING AGREEMENT TEMPLATE</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services, the proposed by-law attached as Appendix “A” being “A by-law to approve a Neighbourhood, Children and Fire Services Funding Agreement Template; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or in their absence, the Manager IV, Neighbourhood, Children and Fire Services, to approve and execute agreements using the Neighbourhood, Children and Fire Services Agreement Template **BE INTRODUCED** at the Municipal Council meeting to be held on December 10, 2019.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- London-Middlesex Child Care and Early Years Service System Plan: 2019-2023 (May 28, 2019);
- Amendment to By-Law No. A.-7100-150: Day Nurseries Act To Child Care And Early Years Act, 2014 (May 29, 2018);
- Ontario Early Years Child and Family Centres Ontario Transfer Payment Agreement and City Ontario Early Years Child And Family Centres Funding Agreement Template (November 7, 2017);
- Children’s Services Funding Agreement (October 28, 2013).

<b>LINK TO STRATEGIC PLAN FOR THE CITY OF LONDON</b>
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The proposed Neighbourhood, Children and Fire Services Funding Agreement Template (“Funding Agreement Template”) is aligned to the Strategic Plan for the City of London 2019 – 2023 under the *Strategic Area of Focus* – Strengthening our Community, *Outcome* - Londoners have access to the supports they need to be successful, *Expected Result* - Increase opportunities for individuals and families, and *Strategies* – (1) Improve access to licensed child care and early years opportunities, and (2) Work collectively with community partners to improve outcomes and integrated responses for children, youth, families and other adults.

<b>BACKGROUND</b>
-------------------

The City of London currently has multiple Purchase of Service Agreements and Funding Agreements that provide child care and early years programs and supports. In many cases, agencies have several types of agreements with the City, depending on the age of the program, the type of services they provide, or the duration of the program/initiative they are offering. For child care and early years service providers, most of these agreements have been renewed automatically for many years since first signed, and as a result, the service delivery reporting and documentation requirements are outdated.

The purpose of this report is to:

- provide context about Provincial and local priorities related to the Neighbourhood, Children and Fire Services funding mechanisms;

- outline the benefits and structure of the proposed Funding Agreement Template;
- bring forward for approval a Funding Agreement Template that aligns with Provincial and local priorities; and,
- delegate authority to the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV, Neighbourhood, Children and Fire Services, to complete and execute the proposed Funding Agreement Template.

### **Proposed Funding Agreement Context**

There are a number of drivers that support introducing the proposed Funding Agreement Template at this time. These include:

- administrative burden associated with managing current funding mechanisms;
- outdated reporting and documentation requirements within current funding mechanisms;
- navigation challenges for service providers with current funding mechanisms; and,
- new Provincial priorities, which focus on reducing administrative burden, for the local child care and early years system.

This section provides context around each of these factors.

On January 1, 2018, the City of London, as the Service System Manager (herein referred to as the SSM), became responsible for the oversight the EarlyON Child and Family Centre program, including the administration of funds, as part of its responsibility for the service system management of child care and early years in the City of London and Middlesex County. The Council-approved annual Ontario Early Years Child and Family Centres Funding Agreement, which is separate from the Children's Services Funding Agreement, was developed to support this new administrative function. 85% of the EarlyON Child and Family Centre (formally known as Ontario Early Years Child and Family Centre) program service providers also have a separate, signed Children's Services Funding Agreement with the City of London.

Throughout 2018 and early 2019, children, families, and service providers were invited to provide feedback on their experiences with the child care and early years system in London-Middlesex to support the development of the London-Middlesex Child Care and Early Years Service System Plan ("Service System Plan"), approved by Municipal Council in May 2019. Over 1,730 parents and caregivers, in addition to numerous service providers, provided input and feedback. Through this process, service providers shared that while they appreciate the funding and general support they receive from the City of London, they find it difficult to navigate the funding mechanisms, timelines, and processes the City of London currently uses to provide funding. This led to the creation a key action in the Service System Plan: *Improve City of London funding and reporting mechanisms to allow for more efficient collection and use of data, and to reduce administrative burden for service providers and families.*

In May 2019, the Province released four priorities for SSMs to consider when supporting local child care and early years system; these priorities include:

- 1) Making child care more affordable;
- 2) Increasing choice and availability for families;
- 3) **Reducing red tape and administrative burden;** and,
- 4) Improving quality and delivering high standards of care.

Given this information, the Civic Administration aims to replace existing agreements with a new, consolidated and more comprehensive Neighbourhood, Children and Fire Services Funding Agreement to support the Provincial and local priorities mentioned above.

The attached Funding Agreement Template (Appendix "B") has been developed in order to bring consistency and standardization to the process of funding programs and services within Neighbourhood, Children and Fire Services.

## Benefits and Structure of Proposed Funding Agreement

The development of the Funding Agreement Template allows for:

- 1) consistency and accountability with respect to how children's services programs are funded;
- 2) streamlined processes for service providers who receive funding tied to multiple programs and services;
- 3) mitigation of potential risk;
- 4) clear corporate insurance requirements; and,
- 5) clear financial and outcome reporting requirements.

The proposed Funding Agreement Template consists of one Master Agreement that is applicable to all providers of Neighbourhood, Children and Fire Services funded programs with Attachments that detail the additional requirements specific to the funded service delivery component. The summary of the Attachments to the Master Agreement is as follows:

Attachment A: Reporting Requirements

Attachment B: EarlyON Child and Family Centres Funding

Attachment C: Children's Services Funding

Attachment D: Neighbourhood, Children and Fire Services Standard Purchase of Service

Attachment E: Letter of Understanding

Although the City of London is the SSM for London-Middlesex, the County of Middlesex maintains its own separate Purchase of Service Agreements and Funding Agreements with children's services providers that operate in the County.

The *Child Care and Early Years Act, 2014* provides that Service System Managers may enter into agreements with children's services providers. In order to administer the agreement process efficiently, it is recommended that the authority to complete and execute the Neighbourhood, Children and Fire Services Funding Agreements be delegated as outlined in the proposed by-law attached as Appendix "A" to this report.

### NEXT STEPS

Pending Municipal Council's approval of the proposed Funding Agreement Template, the Civic Administration will begin phasing services providers operating under the current Children's Service Agreement and the Ontario Early Years Child and Family Centres Funding Agreement into the proposed Funding Agreement Template. It is anticipated that this phased approach will take approximately one calendar year to complete. Any new service providers receiving funding in the future will be allocated funding using the approved proposed Funding Agreement Template.

### FINANCIAL IMPACT

There is no incremental financial impact associated with this report. The City of London's cost share related to child care is budgeted within Neighbourhood, Children and Fire Services. Early years programming is fully funded by the Ministry of Education and the City acts as delivery agent and SSM for children's services and early years.

### CONCLUSION

The approval of the proposed Funding Agreement Template and the delegation of authority to complete and execute the Agreement provides the mechanism by which the City of London can fulfil its service system management roles and responsibilities as outlined in the *Child Care and Early Years Act, 2014*.

The proposed Funding Agreement is one step towards decreasing administrative burden and streamlining processes to make it easier for local service providers to focus on their mandates

and to deliver exceptional services that have positive impacts on local children, youth, and families. This change also supports the Provincial priority to *reduce red tape and administrative burden* for the local child care and early years system.

Over the next four years, the Civic Administration will continue to work with local service providers to make sure local priorities are reflected in administrative processes and to find other opportunities to reduce red tape and administrative burden.

PREPARED AND SUBMITTED BY:	RECOMMENDED BY:
<b>KRISTEN PAWELEC MANAGER, NEIGHBOURHOOD AND COMMUNITY INITIATIVES</b>	<b>CHERYL SMITH MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>

- c. Anysley Anderson, Solicitor II  
Paul D'Hollander, Manager IV, Neighbourhood Operations  
Douglas Drummond, Financial Business Administrator  
Cindy Howard, Middlesex County  
Martha Ludlow, Specialist I, Children Services  
Jason Wills, Manager III, Risk Management

APPENDIX "A"

Bill No.  
2019

By-law No. A.-\_\_\_\_\_

A by-law to approve a Neighbourhood, Children and Fire Services Funding Agreement Template; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV Neighbourhood, Children and Fire Services, to approve and execute agreements using the Neighbourhood, Children and Fire Services Agreement Template;

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that (1) a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and (2) that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality, including respecting climate change; 6. Health, safety and well-being of persons; 7. Services and things the municipality is authorized to provide under subsection (1); 8. Protection of persons and property;

AND WHEREAS section 22 of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS the City and the Province of Ontario have entered into an Ontario Transfer Payment Agreement for the purposes of funding Ontario Child Care and EarlyON Child and Family Centres;

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

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* ("CCEYA") The Corporation of the City of London is designated as the Service System Manager for the geographic service area of "City of London and County of Middlesex";

AND WHEREAS under section 56 of the *CCEYA*, a service system manager shall: (a) develop and administer local policies respecting the operation of child care and early years programs and services; (c) coordinate the planning and operating of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager; (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable; (e) perform such other duties as may be prescribed by the regulations;

AND WHEREAS under section 57 of the *CCEYA*, a service system manager may: (a) establish, administer, operate and fund child care and early years programs

and services; (c) fund and provide financial assistance for other programs and services prescribed by the regulations that provide or support temporary care for or supervision of children; (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services; (e) evaluate and assess the impact of public funding; and (f) exercise such other powers as may be prescribed by the regulations;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act, 2014* provides that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

AND WHEREAS subsection 57(4) of the *Child Care and Early Years Act, 2014* provides that s. 19 of the *Municipal Act, 2001* does not limit a service system manager that is a municipality from exercising its powers under the Act or s. 9 of the *Municipal Act, 2001* throughout its service area;

AND WHEREAS subsection 57(6) of the *Child Care and Early Years Act, 2014* provides that section 106 of the *Municipal Act, 2001* does not apply with respect to assistance for child care and early years programs and services;

AND WHEREAS section 23.1 of the *Municipal Act, 2001* enables a municipality to delegate certain powers and duties any Act, to a person or body, subject to restrictions set out in the *Municipal Act, 2001*;

AND WHEREAS the Municipal Council has deemed the delegations herein to be of a minor nature, having regard to the number of people, the size of the geographic area, and the time period affected by the delegation;

AND WHEREAS nothing in subsection 23.1 of the *Municipal Act, 2001* restricts a municipality from delegating its administrative powers;

AND WHEREAS the Municipal Council has adopted a "Delegation of Powers and Duties Policy" for establishing guidelines to consider when delegating its powers and duties to a person;

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

The Neighbourhood, Children and Fire Services Funding Agreement Template, substantially in the form attached as Appendix "B" to this by-law, is hereby authorized and approved.

2. The Managing Director, Neighbourhood, Children and Fire Services or in their absence the Manager IV, Neighbourhood, Children and Fire Services, is hereby delegated the authority to execute Funding Agreements based on the Template authorized and approved in section 1 of this by-law

3. The authority of the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV, Neighbourhood, Children and Fire Services, to act under sections 1 and 2 of this by-law, is subject to the following:

- i. such actions are consistent with the requirements contained in the Funding Agreement approved in section 1 above;
- ii. such actions are in accordance with all applicable legislation;
- iii. such actions do not require additional funding or are provided for in the City's current budget; and,
- iv. such actions do not increase the indebtedness or liabilities of The Corporation of the City of London.



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

PASSED in Open Council on December 10, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading-

APPENDIX "B"

**NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES FUNDING AGREEMENT THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL**

**THIS AGREEMENT MADE THIS <insert day> DAY OF <insert month> , 20 <insert year>**

**BETWEEN**

<INSERT NAME OF PARTY>  
("the Agency")

**AND**

**The Corporation of the City of London**  
a municipality incorporated under the laws  
of the Province of Ontario:  
("the City")

**WHEREAS** pursuant to multiple pieces of Provincial legislation, described below, the City is party to a number of various funding arrangements (including but not limited to receiving funds, sharing funds and distributing funds) with community partners for the purposes of implementing and delivering community services and programs;

**AND WHEREAS** pursuant to section 2(1) of the *Child Care and Early Years Act, 2014*, S.O. 2014, c.11, Sched. 1 (the "CCEYA"), "service system manager" is defined as a municipality or district social services administration board designated by the regulations as the service area of that service system manager in accordance with section 65(1);

**AND WHEREAS** the City has a Child Care and Early Years Service System Plan (the "Plan"), in accordance with section 51(1) of the CCEYA;

**AND WHEREAS** in accordance with section 51(5), Council of the City has approved the Plan;

**AND WHEREAS** pursuant to section 54(3) of the CCEYA the Minister of Education (the "Minister") may enter into agreements with the service system manager for the purposes of establishing, administering, operating or funding child care and early years programs or services, or to fund or provide financial assistance for persons charged fees in respect of child care, or for funding or providing financial assistance that support the temporary care for or supervision of children;

**AND WHEREAS** a service system manager has all the rights, powers and privileges of a natural person, in accordance with section 9 of the *Municipal Act, 2001*;

**AND WHEREAS** a service system manager shall,

- (a) develop and administer local policies respecting the operation of child care and early years programs and services;
- (b) administer the delivery of financial assistance provided by the Minister under clause 54 (1) (b), in accordance with the regulations;
- (c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the service system manager;

- (d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable;
- (e) perform such other duties as may be prescribed by the regulations.

**AND WHEREAS** a service system manager may,

- (a) establish, administer, operate and fund child care and early years programs and services;
- (b) provide financial assistance for persons who are charged fees in respect of licensed child care, authorized recreational and skill building programs and extended day programs, in accordance with the regulations;
- (c) fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children;
- (d) provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;
- (e) evaluate and assess the impact of public funding; and
- (f) exercise such other powers as may be prescribed by the regulations.

**AND WHEREAS** the Agency provides one or more of the services prescribed in O. Reg. 137/15;

**AND WHEREAS** the Province has entered into an Transfer Payment Agreement with the City for the provision of funding to the City for the purpose of funding services related to child care and EarlyON Child and Family Centre organizations;

**AND WHEREAS** the City has the authority pursuant to the legislation indicated in the attached Attachment to enter into this Agreement for the provision of funding for services related to child care and EarlyON Child and Family Centres;

**AND WHEREAS** the Recipient has agreed to provide services related to child care and EarlyON Child and Family Centres as described in the Attachment (Program Description Schedule);

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

**NOW THEREFORE IN CONSIDERATION OF** the mutual covenants contained herein the parties agree as follows:

## **1. DEFINITIONS**

- 1.1 In this Agreement and all Attachments to this Agreement, words will be defined in accordance with the applicable legislation, unless otherwise defined in an Attachment.

## **2. ATTACHMENTS FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT**

- 2.1 The following Attachments, marked with an "X," form part of this Agreement:

- \_\_\_\_\_ Attachment A: Reporting Requirements
- \_\_\_\_\_ Attachment B: EarlyON Child and Family Centres Funding
- \_\_\_\_\_ Attachment C: Children's Services Funding
- \_\_\_\_\_ Attachment D: Neighbourhood, Children, and Fire Services Standard Purchase of Services
- \_\_\_\_\_ Attachment E: Letter of Understanding

### **3. TERM**

- 3.1 This Agreement shall take effect on signing by both parties and will continue until it is replaced or superseded by a subsequent agreement or until it is terminated pursuant to the termination provisions of this Agreement. The completion of obligations under an Attachment to this Agreement does not terminate any obligations or the validity of this Agreement or any of the other Attachments.

### **4. THE AGENCY/CITY RELATIONSHIP**

- 4.1 The City, in its sole discretion, may pay funding to an Agency, in accordance with this Agreement and applicable Attachment(s). The amount, if any, shall be determined by the City, from time to time.
- 4.2 The Agency, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.
- 4.3 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Agency or between the City and any employees, agent or contractor of the Agency.

### **5. TERMINATION**

- 5.1 This Agreement may be terminated by either party upon giving the greater of: sixty (60) days' notice, in writing, without penalty or cause, or notice in accordance with the applicable Attachment(s).
- 5.2 Individual Attachments can be terminated in accordance with their specific provisions and without having any effect on this Agreement.
- 5.3 Notwithstanding anything else in this Agreement or Attachments, the City retains the discretion to terminate the Agreement or the Attachments immediately as a result of non-performance or default, and will provide written notice in accordance with section 12 of this Agreement.
- 5.4 Each of the following events will constitute an event of default or non-performance:
- (a) in the opinion of the City, the Agency breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) carry out the Program;
    - (ii) use or spend Funds; or
    - (iii) provide, in accordance with Attachment A, reports or such other reports as may have been requested;
  - (b) the Agency's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the City provides the funds;

- (c) the Agency makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Agency bankrupt, or applies for the appointment of a receiver; or
- (d) the Agency ceases to operate.

5.5 Consequences of Termination on Notice by the City. If the City terminates the Agreement pursuant to section 11.1, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand from the Agency the payment of any Funds remaining in the possession or under the control of the Agency; and
- (c) determine the reasonable costs for the Agency to wind down the Program, and do either of the following:
  - (i) permit the Agency to offset such costs against the amount the Agency owes pursuant to section 11.2; and,
  - (ii) subject to section 4.1, provide Funds to the Agency to cover such costs.

## 6. INDEMNIFICATION

6.1 The Agency undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Agency's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);
- (b) any loss or misuse of funds held by the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers);
- (c) the acts or omissions of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) in performing the services or otherwise carrying on the Agency's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines and penalties;
- (d) any claim or finding that any of the Agency, the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers) are employees of, or are in an employment relationship with, the City or are entitled to Employment Benefits of any kind;
- (e) any liability on the part of the City under any statute (including but not limited to the *Income Tax Act* or an employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties by virtue of any of the following being considered to be an employee of the City, from Agency: the Agency's employees, any subcontractor of the Agency, or persons for whom the Agency is responsible for (including volunteers); and,
- (f) any and all claims, assessments, charges, taxes, or other penalties or demands which may be made by the Canada Revenue Agency, the Minister of National Revenue or other official of the Government of Canada, requiring the Corporation to pay income tax, charges or penalties under the *Income Tax Act* (Canada) in respect of any claims, demands and amounts payable in accordance with the

contract which may be made by, on behalf of, or related to Services Canada Skills Development and Human Resources Development Canada or by any other government agency under any applicable statute and regulation with respect to any amounts which may in the future be found to be payable by the City on the Agency's behalf.

**7. LIABILITY INSURANCE**

7.1 The Agency undertakes and agrees that throughout the term of this Agreement, the Agency shall maintain:

- (a) general liability insurance on an occurrence basis covering the Agency, its officers, servants, contractors, and agents for an amount not less than Five Million (\$5,000,000.) dollars to cover any liability resulting from anything done or omitted by the Agency or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal 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 and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Agency; and,
- (b) automobile insurance for any owned or leased vehicle used by the Agency for the provision of services in an inclusive limit of not less than Two Million (\$2,000,000.) dollars against statutory liability and accident benefits.

7.2 In addition, the Agency shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the minimum amount set out in the chart below. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.

<b>Amount of Funding</b>	<b>Minimum Crime Insurance Limit</b>
Less than \$30,000	\$5,000
\$30,001 - \$100,000	\$25,000
Greater than \$100,000	\$100,000

7.3 The Agency shall submit prior to signing this Agreement and thereafter on an annual basis, and prior to insurance expiry, a completed standard Insurance Certificate (Form #0788, or as amended from time to time), which provides for a minimum of thirty (30) days' notice in advance of cancellation of such insurance.

7.4 Failure to procure and maintain any insurance under this Agreement or Attachments shall constitute a default under this Agreement.

**8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS**

8.1 The Agency agrees to obtain the consent in writing of the City before publishing or issuing any information regarding the Services. The Agency shall treat all confidential and proprietary information communicated to or acquired by the Agency, or disclosed by the City in the course of carrying out the Services provided for herein in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. No such information shall be used by the Agency on any other project without the prior written approval of the City.

8.2 The Agency shall require each of its employees and agents, who work under this Agreement or who have access to confidential information of the City, to comply with the requirements of this Agreement with respect to confidentiality.

8.3 The Agency shall require each of its employees and agents who work under this Agreement to follow City's work rules and policies while on City premises.

**9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA) TRAINING**

9.1 The Agency shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

**10. INTELLECTUAL PROPERTY**

10.1 Where the Agency develops a work or a product under this Agreement, the Agency hereby assigns to the City, and confirms that the Agency has assigned all, and not less than all, of its right, title and interest throughout the world, including reversionary interests and rights of renewal and other rights, in and to the copyright and all other rights in the work and in the product including the right to create derivative works which modify or alter the work and the product in any manner whatsoever.

10.2 Where the Agency develops a work or a product under this Agreement, the Agency hereby waives the whole of its moral rights in the work and in the product.

10.3 Where the Agency develops a work or a product under this Agreement, the Agency;

(a) represents and warrants that the use of the work or product does not violate any copyright or infringe third party intellectual property rights;

(b) covenants that the use of the work or product will not violate any copyright or infringe third party intellectual property rights;

(c) agrees to indemnify the City of any liability, injury or damage, including legal costs or expenses incurred by the City as a result of any breach or alleged breach of a term, warranty, representation or covenant in this Agreement by the Agency;

(d) agrees that the indemnities herein set forth shall survive in perpetuity; and,

(e) agrees not to institute any action against the City on the grounds that the use of the work or product constitutes an infringement of its moral rights.

**11. RELATIONSHIP OF AGREEMENT TO ATTCHAMENTS**

11.1 Where there is a conflict between the terms or obligations of the Agreement and an Attachment, the more restrictive term shall apply.

11.2 A default under any of the Attachments also constitutes a default under the Agreement.

11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Attachments has been delegated to the Managing Director, Neighbourhood, Children and Fire Services or in their absence, the Manager IV, Neighbourhood, Children and Fire Services.

**12. NOTICE**

12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Attachment.

12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under an Attachment) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be

addressed as follows:

If for the Agency:

To: <insert Agency's name>  
Address: <insert Agency's address>

If for the City:

To: The Corporation of the City of  
London  
Attn: Managing Director, Neighbourhood,  
Child and Fire Services  
Address: Citi Plaza,  
355 Wellington Street, Suite 248, P.O. Box  
5045  
London, ON N6A 4L6

- 12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.
- 12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the second (2<sup>nd</sup>) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

### 13. CONFLICT OF INTEREST

- 13.1 The Agency shall disclose in writing to the Managing Director any outside interest and commitments that may generate a conflict of interest before commencing work under this Agreement and thereafter upon any such outside interest or commitment coming to the Agency's attention. "Conflict of Interest" means a situation in which the interests of the Agency or the Agency's staff or any outside interest or commitment of the Agency comes into conflict, or appears to come into conflict, with the interests of the City and includes both non-pecuniary and pecuniary interests (direct or non-direct). The Managing Director shall review the conflict promptly after disclosure by the Agency and shall give the Agency notice in writing of their determination as to whether any outside interest or commitment raises a potential conflict of interest with respect to the Agency's commitments identified in the Attachments to this Agreement, and the decision of the Managing Director shall be final. Disclosures of conflicts by the Agency to the Managing Director shall be kept confidential except to the extent necessary to review, consider and resolve any conflict and as permitted by the *Municipal Freedom of Information and Protection of Privacy Act*. A conflict of interest may be resolved by the Agency amending its obligations under one or more Attachments to this Agreement, or by terminating one or more Attachments to this Agreement, upon the written direction of the Managing Director or by the termination of the contract in accordance with section 5.

### 14. RETURN OR REALLOCATION OF FUNDS

- 14.1 Without limiting any rights of the City under this Agreement or its Attachments, if the Agency has not spent all of the funds allocated for the funding year as provided for in the budget, the City may take one or both of the following actions:
- (a) demand the return of the unspent funds; and,
  - (b) adjust the amount of any further instalments of funds accordingly.
- 14.2 In the event this Agreement is terminated by a new agreement between the City and the Agency, the Agency will return to the City any funds remaining in its possession or under its control if requested by the City.
- 14.3 If at any time the City provides funds in excess of the amount to which the Agency is entitled under the Agreement, the City may:



- (a) deduct an amount equal to the excess funds from any further instalments of funds; or,
- (b) demand that the Agency pay an amount equal to the excess funds to the City.

14.4 If, pursuant to the Agreement:

- (a) the City demands from the Agency the payment of any funds or an amount equal to any funds; or,
- (b) the Agency owes any funds or an amount equal to any funds to the City, whether or not the City has demanded their payment.

such funds or other amount will be deemed to be a debt due and owing to the City by the Agency, and the Agency will pay or return the amount to the City immediately, unless the City directs otherwise.

14.5 The City may charge the Agency interest on any money owing by the Agency at the then current interest rate charged by the City on accounts receivable.

14.6 The Agency will pay any money owing to the City by cheque payable to "The Corporation of the City of London" and delivered to the City as provided for in section 12.

14.7 If the Agency fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Agency by the City.

## **15. COMMUNICATIONS REQUIREMENTS**

15.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Agency will:

- (a) acknowledge the support of the City and the Province (where applicable) for the Program; and,
- (b) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).

15.2 The Agency will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Agency and do not necessarily reflect those of the City.

## **16. GENERAL PROVISIONS**

### **16.1 Assignment**

Neither party may assign this Agreement without the prior consent in writing of the other.

### **16.2 Entire Agreement**

This Agreement and Attachments constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

### **16.3 Time**

The Agency shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

### **16.4 Waiver**

The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or

held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.

**16.5 Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.

**16.6 Circumstances Beyond the Control of Either Party**

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot, or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

**16.7 Survival**

All representations and warranties and obligations of confidentiality and indemnification and the reporting requirements pursuant to this Agreement shall survive termination or expiry of this Agreement.

**16.8 Joint and Several Liability**

Where the Agency is comprised of more than one entity, all such entities will be jointly and severally liable to the City for the fulfillment of the obligations of the Agency under the Agreement.

**IN WITNESS WHEREOF** the parties have caused to be executed, this Agreement  
SIGNED SEALED AND DELIVERED;

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Managing Director; Neighbourhood, Children and Fire  
Services

**<INSERT NAME OF AGENCY>**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per:  
Signature

\_\_\_\_\_  
Print Name, Title  
I have authority to bind the Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature  
(required where Agency is not a Corporation)

**ATTACHMENT “A”  
REPORTING REQUIREMENTS**

[INSERT DATE]

[INSERT NAME AND  
ADDRESS OF AGENCY]

1. This Attachment is provided for convenience purposes only and represents obligations agreed to under the Agreement and Schedules. This Attachment may be amended from time to time by the Managing Director; Neighbourhood, Children and Fire Services, or in their absence Manager IV, Neighbourhood, Children and Fire Services.
  
2. The Parties may jointly agree whether to cease use of Attachment A, but will continue to be subject to any reporting requirements contained within the Agreement and Attachments.
  
3. In accordance with this Agreement and Attachment, the following Reporting Requirements form part of this Agreement, marked with an X:

**ANNUAL**

			Annual Date
		Confirmation of General Liability Insurance	From execution of Agreement
		Operating Grant - Annual Report	31 days after anniversary of Funded Activity start date

**SINGLE REPORT**

			Date
		Capital Grant – Annual Report	31 days after Funded Activity end date
		One-time Funding Allocation Report	One year from date of funding

**OTHER**

			Date
		Capital Grant - Audited Financial Statement	8 months after end of Term

**ATTACHMENT "B"**  
**EARLYON CHILD AND FAMILY CENTRES FUNDING**

Please contact <INSERT CITY CONTACT> as needed with further questions, requests for approvals, and year-end financial reporting.

I acknowledge and agree with terms set forth in this Attachment.

**Agency:** <INSERT NAME>

Executive Director/Designate:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **Definitions.** In the Agreement, the following terms will have the following meanings:

**"Funding Year"** means the period commencing on the Effective Date and ending on the following December 31.

**"Funds"** means the money the City provides to the Agency pursuant to the Agreement.

**"Maximum Funds"** means the maximum amount the City will provide the Agency under the Agreement as set out in Schedule "B".

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

**"Program"** means the undertaking described in Schedule "C".

**"Reports"** means the reports described in Schedule "F".

**A2.0 FUNDS AND CARRYING OUT THE PROGRAM**

**A2.1 Funds Provided**

The City will:

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

**A2.2 Limitation on Payment of Funds**

Despite section A4.1:

- (a) The City is not obligated to provide any Funds to the Agency until the Agency provides the certificates of insurance or other proof as the City may request;
- (b) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the City may adjust the amount of Funds it provides to the Agency in any Funding Year based upon the City's assessment of the information the Agency provides to the City; and,
- (d) if the City does not receive the necessary funding from the Ontario Legislature, the City is not obligated to make any such payment, and, as a consequence, the City may:
  - (i) Reduce the amount of Funds and, in consultation with the Agency, change the Program; or,
  - (ii) Terminate the Agreement.

**A2.3 Use of Funds and Carry Out the Program**

The Agency will do all of the following:

- (a) Carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines; and,
- (d) not use the Funds to cover any specific cost that has or will be funded or

reimbursed by any third party, ministry, agency or organization of the Government of Ontario.

#### **A2.4 Interest Bearing Account**

If the City provides Funds before the Agency's immediate need for the Funds, the Agency will place the Funds in an interest bearing account in the name of the Agency at a Canadian financial institution.

#### **A2.5 Interest**

If the Agency earns any interest on the Funds, the City may:

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

#### **A2.6 Rebates, Credits and Refunds**

The Agency will calculate Funds based on the actual costs to the Agency to carry out the Program, less any costs (including taxes) for which the Agency has received, will receive, or is eligible to receive, a rebate, credit or refund.

#### **A2.7 Schedules**

In each Funding Year subsequent to the first Funding Year, new Schedules B, C, D, E, and F (the "**Schedules**") to the Agreement shall be established according to the following process:

- (a) the City shall provide the Agency with draft Annual Schedules intended to replace Schedules B, C, D, E and F to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Agency, the draft Annual Schedules shall be deemed to be Schedules B, C, D, E and F in relation to the Funding Year to which they apply.

#### **A2.8 When Annual Schedules Not Ready Prior to Beginning of Funding Years**

In the event the Annual Schedules are not finalized prior to the beginning of the new Funding Year:

- (a) the City may continue to provide Funds to the Agency in accordance with the Payment Plan set out in Schedule "E" for the previous Funding Year;
- (b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);
- (c) if the City decides to provide Funds, the Agency shall continue to carry out the Program described in Schedule "C", use the Funds in accordance with the Budget set out in Schedule "D" and provide Reports in accordance with Schedule "F" applicable to the previous Funding Year;
- (d) until such time as the Annual Schedules are finalized or this Agreement is terminated.

### **A3.0 AGENCY'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

#### **A3.1 Acquisition**

If the Agency acquires goods, services, or both with the Funds, it will:

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

#### **A3.2 Disposal**

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

### **A4.0 REPORTING, ACCOUNTING AND REVIEW**

#### **A4.1 Preparation and Submission**

The Agency will:

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

#### **A4.2 Record Maintenance**

The Agency will keep and maintain:

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

#### **A4.3 Inspection**

The City, its authorized representative, or an independent auditor identified by the City may, at the City's expense, upon twenty-four hours' Notice to the Agency and during normal business hours, enter upon the Agency's premises to review the progress of the Program and the Agency's allocation and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A4.2;
- (b) remove any copies made pursuant to section A4.3(a) from the Agency's premises; and,
- (c) conduct an audit or investigation of the Agency in respect of the expenditure of the Funds, the Program, or both.

#### **A4.4 Disclosure**

To assist in respect of the rights set out in section A4.3, the Agency will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case may be.

#### **A4.5 No Control of Records**

No provision of the Agreement will be construed so as to give the City any control whatsoever over the Agency's records.

#### **A4.6 Auditor General**

For greater certainty, the City's rights under Article A4.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

### **A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

#### **A5.1 No Assignment**

The Agency will not, without the prior written consent of the City, assign any of its rights or obligations under this agreement.

#### **A5.2 Agreement Binding**

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

**- END OF GENERAL TERMS AND CONDITIONS -**



**SCHEDULE “B”  
PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS**

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<b>Maximum Funds</b>	\$
<b>Amount for the purposes of Schedule “A”</b>	\$
<b>Term of Agreement</b>	Insert date range agreement
<b>EarlyON Child and Family Centre -based Location</b>	
<b>Contact information for the purposes of Notice to the City</b>	<p>The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9</p> <p><b>Attention:</b>     <b>City Clerk</b></p> <p><b>Fax:</b>           (519)</p> <p><b>Email:</b></p>
<b>Contact information for the purposes of Notice to the Agency</b>	<p>[insert address of Agency]</p> <p><b>Attention:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

**Additional Provisions:**

The Agency will operate in accordance with the policies, guidelines and requirements of the City, as communicated to it.

**SCHEDULE “C”**  
**PROGRAM DESCRIPTION SCHEDULE**

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**C1.0 FUNDING OBJECTIVES**

Funding Objectives will be as described in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline, as amended from time to time, including but not limited to:

- (a) Parents and caregivers have access to high quality services that support them in their role as their children’s first teachers, enhance their well-being, and enrich their knowledge about early learning and development;
- (b) children have access to play and inquiry-based learning opportunities and experience positive developmental health and well-being;
- (c) parents and caregivers have opportunities to strengthen their relationships with their children;
- (d) services and supports are responsive to community needs;
- (e) Francophone children and families have access to French language programs and gain enhanced knowledge about language and identity acquisition;
- (f) Indigenous children and families have access to culturally responsive programming;
- (g) parents and caregivers are provided with timely, relevant and up to date information about community and specialized services; and,
- (h) local service providers collaborate and integrate services to meet community needs in an efficient and accessible way.

**C1.1 City Expectations**

- (a) The Agency is responsible for the management, operation, and administration of the EarlyON Child and Family Centre programs as outlined in this agreement within Provincial legislation, regulations, standards, policies and guidelines, and within the City’s Service Plan.
- (b) The Agency shall provide to the City, from time to time, such information in addition to the service data elements as required for the City to fulfill its provincial policy and standard setting responsibilities.

**C2.0 AGENCY GOVERNANCE**

**C2.1 Funding Objectives**

Funding Agencies must have governance structures and accountability processes to properly administer and manage public funds and to provide services to clients.

**C3.0 EARLYON CHILD AND FAMILY CENTRES**

**C3.1 Services**

**C3.1.2 Site Management**

The Agency shall:

- (a) Make every reasonable effort to take a schools-first approach in alignment with other child care and early years initiatives whenever possible, including locating physical program space within schools, and encouraging the integration of Child and Family Centres and school communities;
- (b) manage physical program sites where children, parents and caregivers can participate in child and family programs and services in-person. Centres may be located within schools or community buildings, or may stand alone;
- (c) offer a minimum of 15 programming hours per week of centre-based core services year round over five days per week;
- (d) offer centre-based weekend hours at a minimum of once per monthly;
- (e) consider offering evening services to expand access to working parents and care givers; and,
- (f) Identify the location(s) where EarlyON core services are being operated.[insert based on Agency]

C3.1.3 System Management  
The Agency shall:  
(a) [insert based on Agency]

C3.1.4 EarlyONCore Services  
The Agency shall provide services under the following Service Categories (**Mark with an X all that apply**):

Engage Parents and Caregivers	
	Discussions and information sharing about child development, parenting, nutrition, play and inquiry-based learning, and other topics that support their role.
	Pre- and postnatal support programs to enhance parent and caregiver well-being and to support them in their role(s).
	Targeted outreach activities directed at parents and caregivers that could benefit from EarlyON programs and services but are not currently accessing services for a variety of reasons (e.g., newcomers to the city of London and Middlesex County, teen parents, low-income families, etc.).
Support Early Learning and Development	
	Drop-in programs and others programs and services that build responsive adult-child relationships and encourage children's exploration, play and inquiry, supported by How Does Learning Happen? Ontario's Pedagogy for the Early Years.
Make Connections for Families	
	Responding to a parent/caregiver concern about their child's development through conversation and observation supported by validated tools and resources (e.g., developmental surveillance, NDDS). In some cases, this may result in supporting parents/caregivers to seek additional support from primary care or other regulated health professionals.
	Information sharing about and facilitating connections with specialized community services (such as children's rehabilitation services), coordinated service planning, public health, education, child care, and child welfare, as appropriate.
	Ensuring Child and Family Centre staff have relationships with community partners and an in-depth knowledge of their community resources to allow for simple transitions (warm hand-offs) for families who may benefit from access to specialized or other services.
	Information sharing about programs and services available for the whole family beyond the early years.

C3.1.5 Customized Community Connections  
The Agency shall:  
(a) [insert based on Agency]

C3.1.6 Qualified Teams and Registered Early Childhood Educator Staff Requirements  
The Agency shall:  
(a) Ensure that qualified staff teams are responsible for delivering programs and services at every centre. Qualified teams must include at least one Registered Early Childhood Educator (RECE) to deliver mandatory core services related to support early learning and development. The City may grant an exemption from the RECE requirement for EarlyON Child and Family Centres employing a staff person to oversee mandatory core service who not an RECE but who has at least 10 years of experience working in a child and family program setting as of January 1, 2019. The Ministry of Education recommends RECE qualifications for all team staff delivering services related to early learning and development beyond the minimum requirement of 1 RECE at every centre.

C3.1.7 Additional Child and Family Centre Requirements  
The Agency shall:  
(a) Ensure that appropriate policies and procedures are in place to ensure EarlyON Child and Family Centres are delivered in a way that promote the health, safety and well-being of children and families being served. This includes ensuring that policies and procedures are in places regarding:  
(i) Vulnerable Sector Screens  
(ii) First Aid  
(iii) Emergency Plans

- (iv) Sanitation and maintenance
- (v) Workplace health and safety relating to staff
- (vi) Complaints and resolutions processes
- (b) Reporting serious incidents to the City and processes for determining appropriate, if any, response if required;
- (c) report to the City as soon as practicable any incidents that have occurred that may result in media attention;
- (d) operate in accordance with all federal, provincial, and municipal legislation and regulations as well as Ministry of Education policies and guidelines; and,
- (e) report to the Children’s Aid Society suspected child abuse and neglect, in accordance with the *Child and Family Services Act*.

#### **C4.0 PUBLICITY AND RECOGNITION**

- C4.1 The Agency will implement their work in line with guiding principles as reflected in the EarlyON Child and Family Centres Marketing and Advertising Guidelines (2018).
- C4.2 The Agency will recognize the City as a funding provider in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve such publicity.
- C4.3 The Agency will recognize the Province of Ontario as a funding partner in all publicity (print or broadcast media) and on all promotional items. Prior to release, the City reserves the right to approve.

#### **C5.0 PRACTICES**

- C5.1 The Agency will implement their work in line with the following core visions and guiding principles as reflected in the *Ontario Early Years Child and Family Centres (2018) Business Practices and Funding Guidelines for Service System Managers*:

<b>Visions</b>	
EarlyON Child and Family Centres	EarlyON Child and Family Centres are intended to support all children, parents and caregivers in learning, growing and connecting— together.
London’s Family-Centred Service System	In every London neighbourhood residents will open a single door to multiple opportunities that support children and families in achieving their full potential. These opportunities will be identified by the neighbourhood and implemented according to evidence-informed best practices using an integrated, inclusive, and holistic approach.
<b>Principles</b>	
Child and Family Centred	All programs and services are designed and delivered to meet the unique needs of parents, caregivers, and young children to support their developmental healthy and general well-being.
Welcoming	EarlyON Child and Family Centres provide a warm and welcoming environment based on the foundational conditions for supporting growth and long-term success (belonging, well-being, engagement, and expression); see the Province of Ontario’s <i>How Does Learning Happen? Ontario’s Pedagogy for the Early Years</i> .
High Quality	Programs and services are designed to support positive experiences and outcomes and foster nurturing relationships between children, parents, and caregivers, and are based on the latest evidence and research.
Inclusive	Programs and services are accessible and responsive to children, parents, and caregivers with varying abilities and cultural, language, socio-economic, sexual orientation and religious backgrounds.
Integrated	Programs and services are developed, coordinated, and delivered in a cohesive manner in collaboration with broader community services, school boards, early years partners, primary care providers, parents, and caregivers.
Community led	Communities, educators, parents and caregivers are engaged in designing EarlyON Child and Family Centre programs and services

	that embrace and build on their strengths, address identified gaps and meet their unique needs on an ongoing basis.
Empowering	Families are experts in their own life experiences.
Engaging	EarlyON Child and Family Centres believe that families must have the opportunity and resources to make informed decisions.
Respectful	EarlyON Child and Family Centres and families listen to each other and work together to develop strength-based solutions, knowing that respect builds trusting relationships between children, families, and colleagues. EarlyON Child and Family Centres respect the environment they are working in and understand how their actions impact others working in the space. EarlyON Child and Family Centres are respectful of the values of other organizations; the legislative mandate of specific organizations; and, existing employment and other agreements that might exist.
Collaborative	EarlyON Child and Family Centres collaborate with one and more members of a team, each of whom makes a unique contribution from within their scope of practice to the achievement of a common goal. Through this collaboration, EarlyON Child and Family Centres develop and provide services that are comprehensive, accessible, understandable, and respectful.
Creative	EarlyON Child and Family Centres are willing to work with families to find “out-of-the-box” approaches to meeting their needs.
Accessible	EarlyON Child and Family Centres are flexible and strive to accommodate everyone with accessibility needs.
Equitable	EarlyON Child and Family Centres strive to provide equitable services that are customized to best meeting the unique needs of each family.

## C6.0 FRENCH LANGUAGE SERVICES

C6.1 The Agency is expected to strengthen partnerships with French language service providers, school boards, and other French first-language service providers to support:

- (a) The provision of high quality French language services;
- (b) the identification of emerging and established promising practices related to the delivery of French language services in minority and majority language settings; and,
- (c) the identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

## C7.0 CULTURALLY RESPONSIVE SERVICES

C7.1 The Agency is expected to strengthen partnerships with Indigenous-led service providers to support:

- (a) The provision of high quality Indigenous-led services;
- (b) the identification of emerging and established promising practices related to the delivery of Indigenous-led services in minority and majority language settings; and,
- (c) the identification of service gaps and work within local early years community planning processes to create innovative solutions to address them.

## C8.0 MEASUREMENT

C8.1 The Agency shall provide measurement and reporting for the following data elements (**mark with an x all that apply**): (See below: Data Elements and Definitions).

Data Element	
	Number of new EarlyON Child and Family Centre Sites
	Number of EarlyON Child and Family Centre Sites
	Number of purchase of service agreements for EarlyON Child and Family Centres
	Number of FTE program staff
	Number of FTE non-program staff (excluding data and analysis/planning staff)
	Number of FTE program staff that are RECEs

	Number of FTE program staff receiving RECE exemptions (excluding the grand-parenting provision)
	Number of service providers that have received an RECE exemption
	Number of FTE program staff receiving an RECE exemption through the grand-parenting provision
	Number of children served
	Number of visits made by children
	Number of parents/caregivers served
	Number of visits made by parents/caregivers
	Confirmation that all centres are compliant with planning guidelines and that programming aligned with <i>How Does Learning Happen?</i>

The Agency shall:

- (a) [insert based on Agency]

### Data Elements and Definitions

<p><b>Name:</b> Total Number of New EarlyON Child and Family Centre Sites  <b>Definition:</b> The number of EarlyON Child and Family Centre physical locations that have opened after January 1, 2018. If a previously open EarlyON Child and Family Centre physical site was relocated and opened after January 1, 2018, include only those site that have expanded their service offerings.</p>
<p><b>Name:</b> Total Number of Child and Family Centre Sites  <b>Definition:</b> The number of physical locations where there are EarlyON Child and Family Centres. Child and Family Centres offer core services year round, including a minimum of 15 programming hours per week of centre-based core services over five days a week, and weekend hours at a minimum of once per month. All locations should be included in reporting the total number Child and Family Centre Sites.</p>
<p><b>Name:</b> Number of Purchase of Service Agreements  <b>Definition:</b> Number of service agreements held between a CMSM or DSSAB and a service provider to deliver Child and Family Centre programming.</p>
<p><b>Name:</b> Number of Children Served  <b>Definition:</b> Number of children, aged 0-6 that received services at some point during the calendar year. A child is reported in the EFIS report in which he/she received services and counted once during the year. This data element is only used when a child participates in an early learning activity.</p>
<p><b>Name:</b> Number of Visits made by Children  <b>Definition:</b> The total number of visits that children, aged 0-6, made to Child and Family Centres.</p>
<p><b>Name:</b> Number of Parents/Caregivers Served  <b>Definition:</b> The number of parents/caregivers who actively participated in a program, either with their children or separately. A parent/caregiver is reported in the EFIS report in which he/she received services and counted only once during the calendar year.</p>
<p><b>Name:</b> Number of Visits Made by Parents/Caregivers  <b>Definition:</b> Total number of visits that parents/caregivers made to Child and Family Centres.</p>
<p><b>Name:</b> Number of FTE Program Staff  <b>Definition:</b> The number of full-time equivalent staff who are involved in the development, design and delivery of Child and Family Centre programs and services. Full-time equivalent is based on a minimum of 35 hours/week.</p>
<p><b>Name:</b> Number of FTE Non-Program Staff  <b>Definition:</b> The number of full-time equivalent non-program staff (including cooks, drivers, housekeeping, clerical, and financial staff and chief administrators) employed by Child and Family Centre service providers. Full-time equivalent is based on a minimum of 35 hours/week. This excludes FTEs to deliver planning and data analysis services.</p>
<p><b>Name:</b> Number of FTE Program Staff that are Registered Early Childhood Educators (RECE)  <b>Definition:</b> The number of full-time equivalent program staff who hold an RECE. Full-time equivalent is based on a minimum of 35 hours per week.</p>
<p><b>Name:</b> Number of FTE Program Staff who received a Registered Early Childhood Educator Exemptions (excluding the grand-parenting provision)  <b>Definition:</b> The number of FTE program staff exemptions that have been granted exemptions from the RECE requirement (excluding the grand-parenting provision). Full-time equivalent is based on a minimum of 35 hours/week.</p>

**Name:** Number of Service Providers that have received an exemption from requiring a Registered Early Childhood Educator

**Definition:** The number of service providers that have been granted an exemption from the requirement of having an RECE at the centre to provide core services related to early learning and development.

**Name:** Number of FTE program staff receiving an RECE exemption through the grand-parenting provision

**Definition:** The number of FTE program staff that have been granted an exemption from the requirement of having an RECE because they have 10 or more years of experience working in one or more of the following: Ontario Early Years Centres, Parenting and Family Literacy Centre, Child Care Resource Centres, and/or Better Beginnings, Better Futures.

**Name:** Programming guided by How Does Learning Happen?

**Definition:** Confirmation that Child and Family Centres programs and services are guided by and align with the foundations in How Does Learning Happen?

**Name:** Number of full-time equivalent staff by position

**Definition:** The total number of full-time equivalent staff by position supported through administration funding. Full time equivalent is based on a minimum of 35 hours per week.

**Name:** Number of staff (head count) by position

**Definition:** The total number of staff (head count) by position supported through administration funding.

**SCHEDULE "D"**  
**BUDGET**

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2020 12-month Allocation

<b>2018 Ontario Early Years Child and Family Centres:</b>	<b>City of London Contribution</b>
[adjust specific sites, services and programs as needed based on Agency]	
Total EarlyON Child and Family Centres Allocation	\$ _____

[insert name of Agency]



**SCHEDULE "E"**  
**PAYMENT**

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As identified in the Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (2020) for Consolidated Municipal Service Managers and District Social Services Administration Boards, monthly cash flow percentages will be based upon the total 2020 maximum funds divided by 12 months:

<b>Payment Month</b>	<b>Amount of Maximum Funds</b>
January	8.3%
February	8.3%
March	8.4%
April	8.3%
May	8.3%
June	8.4%
July	8.3%
August	8.3%
September	8.4%
October	8.3%
November	8.3%
December	8.4%

The City automatically adjusts entitlement and the resulting cash flow to reflect forecasted or actual under-spending that is reported in financial submissions

## SCHEDULE "F" REPORTS

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The Agency must provide the following submissions to the City as per the following cycle:

Submission Type	Due Date
Interim Report (20XX)	
Financial Statements (20XX)	
Final Report (20XX)	

### 1.0 POLICY FOR LATE FILING

- 1.1 Where an Agency files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the submission has been received:
- a) If the submission is not received by the City within 30 days after the filing deadline, the City will inform the Agency that the submission is overdue.
  - b) After 31 days, cash flow will be reduced by 50 percent of their monthly payment. The City will work with the Agency to discuss any challenges with providing the information and to offer support.
- 1.2 Upon submission of City requirements, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount withheld up to that point.
- 1.3 Should an Agency have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

**ATTACHMENT "C"**  
**CHILDREN'S SERVICES FUNDING**

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

**Recipient: [INSERT NAME]**

Executive Director/Designate:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule "A"**  
**LICENSED CHILD CARE CENTRE: CHILD CARE FEE SUBSIDY REQUIREMENTS**

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**A1.0 NO GUARANTEE**

A1.1 The Agency acknowledges and agrees that the City in no way guarantees, warrants, or represents that any children will be placed with the Agency pursuant to this Agreement. The Agency acknowledges and agrees that the Eligible Parents have the sole and absolute discretion regarding placement of any Subsidized Child and that by entering into this Agreement, the City does not recommend or otherwise endorse the Agency.

**A2.0 CHANGE IN OWNERSHIP**

A2.1 The Agency shall notify the City of any pending sale of assets or transfer of the majority of shares at least 90 days prior to such sale or transfer.

**A3.0 DOCUMENTATION – PRIOR TO SIGNING & ANNUALLY**

A3.1 Prior to signing this Agreement, and annually thereafter as determined by the **Service System Manager**, the Agency must provide to the City all of the following documentation:

- (a) all certificates of insurance referred to in this Agreement
- (b) where the Agency is a corporation:
  - (i) the Articles of Incorporation, Letters Patent and/or the Corporation Profile Report;
  - (ii) a list of the current directors and their mailing addresses;
  - (iii) a list of all signing officers for the corporation;
- (c) where the applicant is a sole proprietorship or partnership, the full name(s) and mailing address(es) of the individual(s) comprising the sole proprietorship or the partnership;
- (d) annual financial statements, or other evidence of financial viability in a form acceptable to the **Service System Manager**, up to two (2) years prior to this Agreement, where available;
- (e) the operating name, address, phone number and contact information for each Site;

A3.2 The Agency shall forthwith provide to the City any changes to the information set out in (1) above.

**A4.0 DOCUMENTATION - ANNUAL BUDGET – IF REQUESTED**

A4.1 If requested by the City, the Agency shall submit to the City the annual budget for each Site. For a Licensed Child Care Centre, Licensed Home Agency, a Children's Recreation Program or, Special Needs Resourcing services, such budget shall set out details on the Operating Cost and sources and amounts of revenue. The annual budget shall set out such further information as required by the **Service System Manager**.

**A5.0 DOCUMENTATION - REPORTS – MAINTAIN & PROVIDE IF REQUESTED**

A5.1 The Agency shall maintain the following reports and records, and shall provide them to the City upon the **Service System Manager's** request:

- (a) service records respecting each service and program provided by the Agency pursuant to this Agreement for each Site;
- (b) up-to-date financial records and books of account respecting all funds received by the Agency from the City pursuant to this Agreement, maintained in accordance with generally accepted accounting principles;
- (c) a financial statement (audited where required by the **Service System Manager**) and reconciliation report with respect to the services and programs provided by the Agency pursuant to this Agreement; and,
- (d) any other report or record that the **Service System Manager** or Ministry reasonably requests.

A5.2 The Agency shall ensure that reports referred to in (a) above are in such form and contain such content as are reasonably required by the **Service System Manager**.

## **A6.0 RETAIN RECORDS FOR 7 YEARS - REVIEW OF AGENCY'S MATERIALS**

A6.1 The Agency shall retain all records and books of account for a period of seven (7) years. The Agency shall permit City Staff at any time during the term of this Agreement and for seven (7) years after its expiry or termination, and during the Agency's usual business hours, to review all of the Agency's materials, records and other documents relating to this Agreement provided that the City gives the Agency twenty-four (24) hours' notice of its intention to do so.

## **A7.0 CONSULTATION**

A7.1 Upon the request of the **Service System Manager**, the Agency shall ensure that its staff providing services pursuant to this Agreement will be available for consultation with City Staff.

## **A8.0 ANNUAL REPORTING REQUIREMENTS**

A8.1 In addition to the documentation requirements above, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:

- (a) verification of the license under the Child Care and Early Years Act;
- (b) a list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
- (c) the Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
- (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
- (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
- (f) Additional reporting as requested by the Service System Manager.

## **A9.0 ATTENDANCE RECORDS**

A9.1 For each Site, the Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Child Care Centre services were provided for a child receiving Child Care Fee Subsidy. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.

A9.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.

A9.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

## **A10.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT**

A10.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

## **A11.0 NOTIFICATION OF ELIGIBLE PARENT**

A11.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Child Care Centre services to that Eligible Parent.

## **A12.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.**

A12.1 The Agency shall ensure that Licensed Child Care Centre services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

## **A13.0 WHEN ENROLMENT COMMENCES**

A13.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy, as approved by the City.

## **A14.0 WHEN ENROLMENT TERMINATES**

A14.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

## **A15.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY**

A15.1 Where the Eligible Parent terminated attendance for the child receiving Child Care Fee Subsidy without 10 days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

## **A16.0 REPORTING ABSENTEEISM TO CITY**

A16.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

## **A17.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY**

A17.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

## **A18.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES**

A18.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Child Care Centre.

## **A19.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION**

A19.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

## **A20.0 NO ADDITIONAL FEES – PER DIEM**

A20.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

## **A21.0 CEASING FUNDING FOR CHILD RECEIVING CHILD CARE FEE SUBSIDY**

A21.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

A21.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Child Care Centre.

**Schedule "B"**  
**LICENSED CHILD CARE CENTRE: GENERAL OPERATING GRANT**

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**B1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT**

B1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Child Care Centre services in Ontario.

**B2.0 DOCUMENTATION**

B2.1 The Agency shall provide the documentation as required above and as required in Schedule A of this Attachment.

**B3.0 REPORTING**

B3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

**B4.0 SERVICE DESCRIPTION**

B4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity, the Operating Capacity of the prior year and projected Operating Capacity of the upcoming year of the Licensed Child Care Centre.

**B5.0 RETURN OF FUNDS**

B5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets, solely as determined by the **Service System Manager**.

**B6.0 USE OF FUNDS**

B6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) staff wages and benefits (but only to offset salary costs over and above the Agency's regulatory requirements for minimum wage and mandatory benefits);
- (b) lease and occupancy costs;
- (c) utilities;
- (d) administration;
- (e) transportation for children;
- (f) resources;
- (g) nutrition;
- (h) supplies; and,
- (i) maintenance.

B6.2 The Agency shall not use the Operating Grant for capital debt costs.

B6.3 Notwithstanding any other provision in this Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

**Schedule "C"**  
**LICENSED HOME CHILD CARE CHILD: CARE FEE SUBSIDY REQUIREMENTS**

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**C1.0 DOCUMENTATION**

- C1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, immediately as any changes occur, and on an annual basis:
- (a) Verification of the license under the Child Care and Early Years Act;
  - (b) A list of the Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
  - (c) The Agency's written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
  - (d) The Agency's written statement with respect to the Agency's participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**;
  - (e) The Agency's written statement with respect to the Agency's meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**; and,
  - (f) Additional reporting as requested by the Service System Manager.

**C2.0 ATTENDANCE RECORDS**

- C2.1 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Licensed Home Child Care services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate child care payment claim forms as provided by the City.
- C2.2 Accurate attendance records received within the above timeline will be processed by the City on a priority basis. The Agency agrees that late submission of attendance records may result in delayed processing and delayed payments.
- C2.3 If the Agency fails to submit the records by the date above, the City may withhold any payments to the Agency until such time as the Agency provides the records.

**C3.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT**

- C3.1 At each Site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

**B4.0 NOTIFICATION OF ELIGIBLE PARENT**

- C4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide Licensed Home Child Care services to that Eligible Parent.

**C5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.**

- C5.1 The Agency shall ensure that Licensed Home Child Care services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

**C6.0 WHEN ENROLMENT COMMENCES**

- C6.1 The Agency shall calculate enrolment as commencing upon the first day of attendance of the child receiving Child Care Fee Subsidy as approved by the City.



## **C7.0 WHEN ENROLMENT TERMINATES**

C7.1 The Agency shall calculate enrolment as terminating upon the last day of attendance of the child receiving Child Care Fee Subsidy, unless the Agency did not receive 10 days' notice of termination from the Eligible Parent.

## **C8.0 WHEN ENROLMENT TERMINATES WITHOUT TEN DAYS' NOTICE TO THE AGENCY**

C8.1 Where the Eligible Parent terminated attendance of the child receiving Child Care Fee Subsidy without ten days' notice to the Agency, the Agency shall calculate enrolment as terminating up to a maximum of ten (10) days after the child receiving Child Care Fee Subsidy's last day of attendance. The Agency shall deduct from or credit to the amount owing for this period any deposit paid by the Eligible Parent to the Agency.

## **C9.0 REPORTING ABSENTEEISM TO CITY**

C9.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive scheduled days without sufficient reason for being absent, as determined by the City.

## **C10.0 ABSENTEEISM OF CHILD RECEIVING CHILD CARE FEE SUBSIDY**

C10.1 The City may, in its sole discretion, reduce proportionally the amount of the Per Diem payable to the Agency where the absenteeism of a child receiving Child Care Fee Subsidy exceeds the maximum number of approved Paid Days Away, as determined from time to time by the **Service System Manager**.

## **C11.0 PAYMENT FOR STATUTORY HOLIDAYS AND OTHER CLOSURES**

C11.1 The City may, in its sole discretion, reduce proportionally the amount of Per Diem payable to the Agency with respect to Statutory Holidays or other closures of the Licensed Home Child Care Agency.

## **C12.0 AGENCY TO COLLECT PARENTAL CONTRIBUTION**

C12.1 The Agency shall collect the Parental Contribution from the Eligible Parent.

## **C13.0 NO ADDITIONAL FEES – PER DIEM**

C13.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

## **C14.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY**

C14.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

C14.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Licensed Home Child Care Agency.

**Schedule “D”**  
**LICENSED HOME CHILD CARE: GENERAL OPERATING GRANT**

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**D1.0 LICENSED UNDER CHILD CARE AND EARLY YEARS ACT**

D1.1 At each site, the Agency must be licensed under the provisions of the Child Care and Early Years Act to provide Licensed Home Child Care services in Ontario.

**D2.0 DOCUMENTATION**

D2.1 The Agency shall provide the documentation as required in Schedule A of this Agreement.

**D3.0 REPORTING**

D3.1 Annually, the Agency shall provide a financial statement, special purposes report and/or reconciliation report(s) with respect to the grants provided pursuant to this Part in a form acceptable to the **Service System Manager**.

**D4.0 SERVICE DESCRIPTION**

D4.1 Annually the Agency will provide the City with a Service Description in a form acceptable to the **Service System Manager** that will set out at a minimum, the Licensed Capacity and the Operating Capacity of the prior year and the Projected Operating Capacity of the upcoming year, or the Licensed Home Child Care Agency.

**D5.0 RETURN OF FUNDS**

D5.1 In the event that the actual Operating Capacity is less than as identified in the Service Description, the Agency shall, at the request of the Service System Manager, return the funds in an amount reflective of the underachieved targets solely as determined by the **Service System Manager**.

**D6.0 USE OF FUNDS**

D6.1 The Agency may use the Operating Grant only for ongoing costs such as:

- (a) Staff wages and benefits (but only to offset salary costs over and above the Agency’s regulatory requirements for minimum wage and mandatory benefits);
- (b) payments to Licensed Home Child Care Providers
- (c) lease and occupancy costs;
- (d) utilities;
- (e) administration;
- (f) transportation for children;
- (g) resources;
- (h) nutrition;
- (i) supplies; and,
- (j) maintenance.

D6.2 The Agency shall not use the Operating Grant for capital debt costs.

D6.3 Notwithstanding any other provision in the Agreement, the Service System Manager may increase or decrease the funding amount provided from time to time by giving written notice of the change to the Agency.

**Schedule “E”**  
**CHILDREN’S RECREATION PROGRAM CHILD CARE FEE**  
**SUBSIDY REQUIREMENTS**

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**E1.0 DOCUMENTATION**

- E1.1 In addition to the documentation requirements in Schedule A, the Agency must provide the following documentation to the City for each Site, prior to signing, and immediately as any changes occur, and annually:
- (a) Verification of affiliation with High Five or accreditation by the Ontario Camping Association, as specified in the Guidelines;
  - (b) A list of the daily Market Rates for the upcoming year in a form acceptable to the **Service System Manager**. Where the Agency is a corporation, the Market Rates shall be those established by its Board of Directors. Where the Agency is not a corporation, the Agency shall provide a commissioned affidavit (administered by a Commissioner of Oaths) setting out the Market Rates;
  - (c) The Agency’s written policy with respect to the provision of early learning and child care services to children identified as having special needs, in a form acceptable to the **Service System Manager**;
  - (d) The Agency’s written statement with respect to the Agency’s participation in early learning and child development planning networks and professional associations, in a form acceptable to the **Service System Manager**; and,
  - (e) The Agency’s written statement with respect to the Agency’s meaningful participation in a Quality Assessment and Improvement Program, in a form acceptable to the **Service System Manager**.

**E2.0 PAYMENT AND ATTENDANCE RECORDS**

- E2.1 The City will pay to the Agency in respect of each child receiving Child Care Fee Subsidy the Per Diem less the Parental Contribution for each day the child receiving Child Care Fee Subsidy attends the Children’s Recreation Program.
- E2.2 The Agency shall submit accurate attendance records to the City within the first five (5) business days of the calendar month subsequent to the month in which the Children’s Recreation Program services for a child receiving Child Care Fee Subsidy were provided. The Agency shall ensure that the type and hours of care provided are recorded according to the appropriate payment claim forms as provided by the City.

**E3.0 AGENCY FALLS WITHIN DEFINITION UNDER CHILD CARE AND EARLY YEARS ACT**

- E3.1 The Agency represents, warrants and covenants that it falls within the definition of “children’s recreation program” under Ontario Regulation 138/15, or any successor regulation, and that it provides children’s recreation programs for children who are at least four years of age but less than 13 years of age, or otherwise as set out in Ontario Regulation 138/15, and that it provides child care supporting the health, safety and well-being of children.

**E4.0 NOTIFICATION OF ELIGIBLE PARENT**

- E4.1 Where the City notifies the Agency in writing that the City has approved a parent as an Eligible Parent, the Agency agrees to provide the Children’s Recreation Program services to that Eligible Parent.

**E5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.**

- E5.1 The Agency shall ensure that Children’s Recreation Program services it provides to an Eligible Parent are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City (including the City’s program operating and quality checklist).

## **E6.0 REPORTING ABSENTEEISM TO CITY**

E6.1 The Agency shall contact the City on the fifth morning of each 5-day period to inform of any child receiving Child Care Fee Subsidy that has been absent for five consecutive days without sufficient reason for being absent, as determined by the City.

## **E7.0 NO PAYMENT IF ABSENT IN PRECEDING 5-DAY PERIOD**

E7.1 Where a child receiving Child Care Fee Subsidy has been absent for a 5-day period, the City shall not pay the Agency for any subsequent 5-day periods, unless the Agency obtains the prior written approval of the City.

## **E8.0 NO ADDITIONAL FEES – PER DIEM**

E8.1 The Agency shall not collect any further fees or amount from the Eligible Parent or from the City where the City has paid or will pay the Market Rate.

## **E9.0 CEASING FUNDING OF CHILD RECEIVING CHILD CARE FEE SUBSIDY**

E9.1 At any time the City may cease providing to the Agency the Per Diem for a child receiving Child Care Fee Subsidy if, in the opinion of the **Service System Manager**, acting reasonably, there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children's Recreation Program.

E9.2 The Agency agrees that the **Service System Manager**, acting reasonably, may notify the Eligible Parent of their opinion that there is a threat to the health, safety or welfare of the child receiving Child Care Fee Subsidy at the Children's Recreation Program.

**Schedule "F"**  
**SPECIAL NEEDS RESOURCING REQUIREMENTS**

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**F1.0 DOCUMENTATION**

- F1.1 The Agency shall provide the documentation as required in Schedule A. The Agency shall maintain documentation of staff qualifications, including documentation evidencing that the person acting as a resource teacher falls under section 55 of Ontario Regulation 137/15, or any successor regulation.
- F1.2 If requested by the **Service System Manager**, the Agency shall forthwith provide such documentation to the City.

**F2.0 REPORTING**

- F2.1 The Agency shall provide a report to the City on the services provided under this Agreement, the frequency, form and content of which report shall be determined by the **Service System Manager**, but will be provided not less than on an annual basis.

**F3.0 SERVICE AND FINANCIAL TARGETS**

- F3.1 The Agency shall report accurate service and financial targets to the City within a timeframe determined by the **Service System Manager**. Failure to submit this information within the specified timeframe may result in the withholding of any subsequent payments.

**F4.0 AGENCY FALLS WITHIN CHILD CARE AND EARLY YEARS ACT**

- F4.1 The Agency represents, warrants and covenants that it provides staff, equipment, supplies or services with respect to the needs of children with special needs:
- (a) in a place where Licensed Home Child Care is provided;
  - (b) in a place where a Children's Recreation Program is provided; or
  - (c) in a Licensed Child Care Centre.

**F5.0 SERVICES IN ACCORDANCE WITH CHILD CARE AND EARLY YEARS ACT, ETC.**

- F5.1 The Agency shall ensure that Special Needs Resourcing services it provides are in accordance with the Child Care and Early Years Act, the Guidelines, the Operating Criteria, and any other requirement of the City.

**F6.0 LOCATION OF SERVICES**

- F6.1 The Agency shall be funded for providing Special Needs Resourcing only at the following locations:
- (a) in a place where Licensed Home Child Care is provided,
  - (b) in a place where a Children's Recreation Program is provided, or
  - (c) in a Licensed Child Care Centre.

**F7.0 RANGE OF SERVICES**

- F7.1 The Agency shall provide a range of services with respect to the needs of children with special needs.

**F8.0 STAFF NUMBERS AND STAFF QUALIFICATIONS**

- F8.1 The Agency represents, warrants and covenants that it has all of the required staff under Ontario Regulation 137/15 or any successor regulation or legislation, including but not limited to a resource teacher as defined in section 55 of Ontario Regulation 137/15.

## **F9.0 USE OF FUNDING**

- F9.1 The Agency shall only use Special Needs Resourcing funding from the City as follows:
- (a) Hire or acquire the services of a resource teacher/consultant and/or supplemental staff where necessary (including salary and benefits) to support the inclusion of children with special needs;
  - (b) Provide professional development opportunities to support staff in licensed child care settings working with children with special needs and their parents/families to support inclusion; or,
  - (c) Purchase or lease specialist/adaptive equipment and supplies to support children with special needs.

## **F10.0 DETERMINATION OF FUNDING**

- F10.1 The **Service System Manager** will determine the amount of funding in accordance with the Child Care and Early Years Act, available funding, and the City's analysis process of the Agency's budget and service targets.

## **F11.0 CHANGE IN FUNDING**

- F11.1 Notwithstanding any other provision in this Agreement, the **Service System Manager** may increase or decrease the funding amount from time to time by giving written notice of the change to the Agency.

**ATTACHMENT “D”**

**NEIGHBOURHOOD, CHILDREN, AND, FIRE SERVICES STANDARD PURCHASE OF SERVICES (<\$50,000)**

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

The Agency agrees to provide those services described in the Schedules below.

I acknowledge and agree with terms set forth in this Attachment.

**Recipient: [INSERT NAME]**

Executive Director/Designate:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**1 Supply of Services**

- 1.1 The City retains the Service Provider to provide those services itemized in clause 3.1 (“Services”), and the Service Provider agrees to provide the Services herein under the general direction and control of the City’s Managing Director, Neighbourhood, Child & Fire Services (“Managing Director”), or in their absence or Manager IV, Neighbourhood, Children and Fire Services.
- 1.2 The Service Provider agrees that during the term of this Agreement it will provide its Services on a non-exclusive basis.
- 1.3 It is acknowledged by the City that this is not an exclusive Agreement with the Service Provider and that the Service Provider provides similar services to other companies.
- 1.4.1 The Service Provider agrees to supply at its sole cost and expense all staff, equipment, vehicles, accommodations and technical assistance necessary to perform the Services to be furnished by the Service Provider under this agreement and shall assume all overhead expenses in connection therewith, except as approved under clause 2.2.
- 1.5 When required by the City, the Service Provider shall provide for approval by the Managing Director a schedule showing Services to be completed in each month or such other time frame as determined by the Managing Director.

**2. Service Provider’s Fees**

- 2.1 The City shall pay the Service Provider in accordance with the provisions set forth in Schedule “2” and that payment will not exceed the budget limits contained in Schedule “2” without the express written agreement of the Managing Director.

- 2.2 In addition to the fee, the City may reimburse Service Provider at cost for out of pocket expenses that it expects in carrying out this agreement including but not limited to vehicle use charges, travelling and internet charges, printing and reproduction costs, and special delivery charges, provided that same are pre-approved in writing by the Managing Director.
- 2.3 The Service Provider shall keep time docket showing all time worked in each month, records, receipts, vouchers and documents as will verify to the satisfaction of the Managing Director the time spent performing services in each month, the services performed and the out-of-pocket expenses incurred in accordance with this Agreement for which billings have been submitted. Upon the request of the Managing Director, the Service Provider shall furnish such documentation to the satisfaction of the Managing Director to verify the time spent performing services, the services performed and the out-of-pocket expenses incurred.
- 2.4 The Service Provider will submit to the City an invoice for each installment, approved out-of-pocket expenses and applicable taxes for all Services completed in the immediately preceding month.

### **3. Services Provided**

- 3.1 The Service Provider shall deliver to the City the Services as set out in Schedule "1" as changed, altered, removed from, or added to in accordance with this Agreement.
- 3.2 In addition to the Services set out in Schedule "1" the Service Provider shall include:
- (a) Methodology and timeline to complete the project;
  - (b) Demonstrated experience and qualifications required to perform project; and
  - (c) List of personnel who will be directly involved in the completion of the project.

### **4. Term**

- 4.1 This Agreement shall take effect on signing by both parties and will continue until the earliest of the completion of the deliverables outlined in clause 3.1, one year after the signing by both parties, or termination by either party under clause 6.1.

### **5. The Service Provider/City Relationship**

- 5.1 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of CPP, WSIB, and taxes.
- 5.2 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Service Provider or between the City and any employees, agent or contractor of the Service Provider.

### **6. Termination**

- 6.1 The City may at any time by two (2) days' written notice to the Service Provider suspend or terminate the Services or any portion thereof at any stage of the Agreement. Upon receipt of such written notice, the Service Provider shall perform no further Services or incur any disbursements other than those reasonably necessary to close out its Services.
- 6.2 In the event of termination in accordance with clause 6.1, the City shall pay to the Service Provider only for those Services completed and disbursements incurred up to the date notice is given, and the Service Provider will accept such payment in full satisfaction for all services performed.

### **7. Changes and Additional Services**

- 7.1.1 With the consent of the Service Provider, the Managing Director may in writing, at any time after the execution of this Agreement or the commencement of the Services, delete,



extend, increase, vary or otherwise alter the Services forming the subject of this Agreement.

## **8. Previous Agreements**

- 8.1 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to this Agreement.

## **SCHEDULE "1"**

<Insert Description of Services>

<Insert Methodology and timeline to complete project>

<Insert demonstrated experience and qualifications required to perform project>

<Insert list of personnel who will be directly involved in the completion of project>

## **SCHEDULE "2" – SERVICE PROVIDER'S FEES**

Payment Details:

Budget Limit: \$

**ATTACHMENT “E”  
LETTER OF UNDERSTANDING**

[INSERT DATE]

[INSERT NAME AND  
ADDRESS OF AGENCY]

**RE: [Describe Funding Opportunity]**

Dear [insert contact name],

This letter is to confirm the [ONE-TIME or RECURRING] funding allocation in the amount of \$[INSERT AMOUNT] from the [INSERT CHILD & YOUTH NETWORK OR OTHER] to support, rental, administrative, and costs associated with [INSERT NAME OF PROGRAM/ FACILITY, etc.]

By signing this Letter of Understanding, you are agreeing to accept the following terms:

1. The funds are to be used solely for the purpose stated in the attached project plan. Any changes in this plan require written consent of the City of London (City), on behalf of the [INSERT Child Youth Network (CYN) OR OTHER].
2. Recognize the [CYN OR OTHER] as a funding partner in all publicity (print or broadcast media) and on all promotional items related to this project/intervention.
3. Where applicable, purchasing processes designed to achieve best value will be followed (e.g. competitive quotes are solicited). All quotes will be included as part of final reporting.
4. Return any unspent funding to the City, on behalf of the [CYN OR OTHER], at the end of the current year, unless the City has given prior written approval for such funds to be spent on specific programs and/or services that extend into the next calendar year.
5. Provide the City, on behalf of the [CYN OR OTHER], with reporting on financial expenditures and program outcomes as requested in a format that is acceptable to the City. If the City determines that the funding has not been used as required under this Letter of Understanding, such funds shall become immediately due and payable upon demand by the City.

Please sign and return **one** original letter acknowledging your understanding and acceptance of the above mentioned conditions.

Thank you for your significant contribution to the [Child and Youth Network OR OTHER].

Please contact [INSERT CITY CONTACT] as needed with further questions, requests for approvals, and year-end financial reporting.

Sincerely,

[INSERT NAME]

[Managing Director of Neighbourhood, Children and Fire Services, or Manager IV,  
Neighbourhood, Children and Fire Services]

cc: [INSERT CITY CONTACTS]

**Project Plan [EXAMPLE: TO BE UPDATED AS APPLICABLE]**

**I. Name:** Child and Youth Network 2019 Family Centre Support

**II. Description (*Brief overview*):**

Family Centres are easily-identifiable neighbourhood spaces attached to schools where families can access a full range of services to help them be successful in all areas of their lives. Instead of families having to go to multiple agencies or organizations across London to receive services, Family Centres provide services to families in an integrated, accessible, and family friendly way.

**III. Partners:**

Organizations associated with the Child and Youth Network's Family-Centred Service System priority area. Specifically:

- [INSERT APPLICABLE PARTNERS]

**IV. Funding supported from [INSERT CYN OR OTHER]:**

1. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the administrative costs associated the Family Centre for the period of January 2019 - December 2019.
2. A one-time allocation of City of London funds in the amount of \$[INSERT AMOUNT] to support the costs associated with rent at the Family Centre for the period of January 2019 - December 2019 and custodial hours that are outside the general operating hours of the landlord.

Please contact [INSERT CITY CONTACT NAME, POSITION, AND CONTACT INFORMATION] should components funded change in any way.

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>CHERYL SMITH, MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES AND SCOTT STAFFORD, MANAGING DIRECTOR, PARKS AND RECREATION</b>
<b>SUBJECT:</b>	<b>AGREEMENT WITH HUFF N' PUFF SENIORS FITNESS ASSOCIATION OF LONDON, ONTARIO FOR ACCESS TO RECREATION FACILITIES</b>

**RECOMMENDATION**

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services and the Managing Director, Parks and Recreation, the proposed by-law attached as Appendix "A" being "A by-law to authorize and approve an Agreement between The Corporation of the City of London (the "City") and Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N' Puff") regarding priority booking and reduced rates at certain City Facilities for seniors' programming and to authorize the Mayor and Clerk to execute the Agreement" BE INTRODUCED at the Municipal Council meeting to be held on December 10, 2019.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- License Agreement – Huff N' Puff Seniors Fitness Association (December 22, 2015)

**STRATEGIC PLAN LINKAGES 2019-2023**

The proposed Agreement between the City of London and Huff N' Puff Seniors Fitness Association is aligned to the Strategic Plan for the City of London 2019 – 2023 under the *Strategic Area of Focus* – Strengthening Our Community, *Outcome* – Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city, *Expected Result* – Increase participation in recreation, sport and leisure activities, and *Strategy* – Remove barriers to access recreation, sport, leisure, and leadership programs and services.

**BACKGROUND**

The purpose of this report is to recommend a renewal of a long standing arrangement with Huff N' Puff Seniors Fitness Association (Huff N' Puff) for the use of City recreation facilities. The current agreement expires on December 31, 2019.

Huff N' Puff is a unique, not-for-profit, volunteer-operated organization established in 1988, dedicated to providing recreational and sport activities for older adults (55 years and older). Huff N' Puff and the City of London have partnered in the provision of this service since 1988 whereby Huff N' Puff provides volunteer organized/administered

recreation/sport activities and the City has provided access to recreation facilities at preferred rates. Current Huff N' Puff Seniors' Fitness Association membership is over 2,000 individuals and is continuing to grow.

For a modest, annual membership fee (2019 memberships cost is \$45 for a basic membership and \$70 for a 'surcharged' membership, with some additional fees for some specific programs), Huff N' Puff provides opportunities for older adults to participate in over 35 different activities including physical activity programs - aerobics, slo-pitch, roller skating, dancing, singing, tai chi, tennis, swimming, badminton, volleyball, pickleball, and yoga as well as leisure opportunities like pot luck dinners and bus trips. These activities provide both the physical and mental health benefits of recreation participation and the social opportunities to remain engaged and involved in the community. These activities generally take place during daytime weekday hours when facilities are not as busy with children, youth, and family programming helping to make effective use of City facilities with some revenue benefits.

Huff N' Puff is administered through a volunteer structure and operates under a model that relies heavily on volunteer convenors and instructors to organize activities. Not only does this model reduce program costs for participants and encourage volunteerism (providing many older adults with opportunities to meaningfully share their experience and expertise), the model also spares the City the administrative and operational costs of directly delivering programs to this population.

The attached Agreement outlines the terms of access of Huff N' Puff to "City Facilities" (recreation and community centres), specifying the process for securing priority booking at a preferred rate. The specific bookings at specific facilities are then dealt with through standard Facility Rental Contracts. The rate charged is equivalent to one third of the adult rental user fee as approved by Council each year. This reduced rate applies to any and all use by Huff N' Puff of specified recreational facilities during specified days and times.

It should be noted that the City also provides Huff N' Puff with office and storage space at North London Optimist Community Centre (NLOCC) and has done so since the organization was established. The rental of this space is dealt with separately through a "Standard Licence Agreement – Office/Storage Space". (Authority under By-law No. A-6690-195.)

Approval of the Agreement will maintain a long standing relationship with a significant volunteer-based, not-for-profit organization serving the recreation and social needs of older adults in a way that is efficient, effective, and full of benefits, both administratively and from a program delivery/impact point of view.

<b>FINANCIAL IMPACT</b>
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The discount rate applied to Huff N' Puff for Facility Rentals is reflected in the 2020-2023 Multi-Year Budget revenues.

<b>PREPARED BY:</b>	<b>SUBMITTED BY:</b>
<b>SALLY THOMSON SUPERVISOR, NEIGHBOURHOOD OPERATIONS NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>	<b>PAUL D'HOLLANDER MANAGER NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>
<b>CONCURRED BY:</b>	<b>RECOMMENDED BY:</b>
<b>SCOTT STAFFORD MANAGING DIRECTOR PARKS AND RECREATION</b>	<b>CHERYL SMITH MANAGING DIRECTOR NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES</b>

- c. Aynsley Anderson, Solicitor II  
Linzi Lavery, Specialist I, Risk Management  
Douglas Drummond, Financial Business Administrator



## APPENDIX A

Bill No.  
2019

By-law No.

A by-law to authorize and approve an Agreement between The Corporation of the City of London (the "City") and Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N'Puff") regarding priority booking and reduced rates at certain City Facilities for seniors' programming, 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 section 10 of the *Municipal Act, 2001* provides that the municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the municipality, and the health, safety and well-being of persons;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that the municipality may make grants (including the power to provide for the use by any person of land owned or occupied by the municipality upon such terms as may be fixed by council) to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS the Municipal Council considers it to be in the interests of the municipality to provide a grant under section 107 of the *Municipal Act, 2001* to Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N' Puff") for its use of certain City Facilities, as solely determined by the City;

AND WHEREAS subsection 8(4) of the *Municipal Act, 2001* provides that a by-law under the Act may differentiate in any way and on any basis a municipality considers appropriate;

AND WHEREAS the Municipal Council considers it appropriate to provide priority booking and reduced rental rates to Huff N' Puff for use of certain City Facilities, as solely determined by the City, for the purpose of providing seniors' fitness programs and services for its members;

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

1. The Agreement attached as Schedule "1" to this by-law between The Corporation of the City of London (the "City") and Huff N' Puff Seniors Fitness Association of London, Ontario ("Huff N' Puff") regarding priority booking and establishing reduced rental rates for the use of certain City Facilities 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 on December 10, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading - December 10, 2019  
Second reading – December 10, 2019  
Third reading – December 10, 2019

**Schedule '1'**

**THIS AGREEMENT** dated this \_\_\_\_\_ of December day of December 2019

**BETWEEN:**

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

and

**HUFF N' PUFF SENIORS FITNESS ASSOCIATION of LONDON, ONTARIO**  
("Huff N' Puff")  
(the "Parties")

**WHEREAS** the City owns and operates certain recreational facilities and community centres in the City of London;

**AND WHEREAS** Huff N' Puff is a not-for-profit corporation that offers programs for its older adult members to encourage fitness and social contact;

**AND WHEREAS** the City considers it in the interests of the municipality to provide support to Huff N' Puff and its programs as it provides services that benefit participants and the community;

**AND WHEREAS** the Parties agree that Huff N' Puff be afforded time-limited priority booking in the City's Facility Rental Contract process for certain days and hours at City Facilities, as solely determined by the City, for providing its programs and services to its seniors members;

**AND WHEREAS** the Parties agree that Huff N' Puff will use the City's Facility Rental Contract process for any bookings it wishes to make of City Facilities (other than Office Space and Storage Space);

**AND WHEREAS** the Parties agree that Huff N' Puff be afforded reduced rental rates for certain City Facilities as set out in this Agreement for the purpose of providing its programs and services to its seniors members;

**THEREFORE IN CONSIDERATION** of the premises and other good and valuable consideration of two (\$2.00) dollars, the receipt of which is hereby acknowledged and admitted, the parties agree as follows:

**Part 1 – Definitions; Term and renewal**

**1.1 Definitions**

**"Huff N' Puff"** means the organization of Huff N' Puff Seniors Fitness Association of London, Ontario

**"City Facilities"** means those portions of City-owned or City-operated recreation and community centre facilities that the City in its sole discretion determines may be eligible

priority booking under this Agreement, at the days and times as determined solely by the City.

“**City Representative**” means the City’s Managing Director, Neighbourhood, Children & Fire Services, or written designate, or the City Manager, or written designate.

“**Facility Rental Contract**” means the standard form for Facility Rental Contracts as approved by By-law No. A.-6965-181, or any successor Facility Rental Contract.

“**Huff N’ Puff Representative**” means the President of Huff N’ Puff or written designate.

## **1.2 Term:**

1.2.1 Subject to the renewal provisions in section 1.2.2, the initial term of this Agreement shall commence December 25, 2019, and shall terminate December 31, 2023, or terminate at such earlier date pursuant to section 3.2 of this Agreement.

### **Automatic Renewal:**

1.2.2 At the expiration of the initial term of this Agreement, the Agreement is automatically renewed for one year and continues in force from year to year for a maximum of three one-year renewals (ultimate termination Dec 31<sup>st</sup>, 2023), unless sooner terminated pursuant to section 3.2 of this Agreement.

## **Part 2 - Priority Booking and Reduced Rental Rates**

### **2.1 Priority Booking**

2.1.1 (a) By August 1<sup>st</sup> of each year, the City Representative shall provide the Huff N’ Puff Representative with a schedule indicating those City Facilities (including specified days of the week and times of day) which the City in its sole discretion proposes to make available to Huff N’ Puff for the subsequent calendar year. Huff N’ Puff shall then have a period of thirty (30) days to advise the City, in writing, of Huff N’ Puff’s desired usage of City Facilities so made available. Huff N’ Puff understands that following such thirty (30) day period, the City will be making available to the public those City Facilities which Huff N’ Puff has not indicated an interest in. The Reduced Rental Rate as set out in section 2.2.3 shall apply to any such bookings made under this subsection.

(b) If after the period of thirty (30) days has expired and Huff N’ Puff determines that it wishes to use a City Facility during one of the dates and times as presented by the City in (a), and if the City Facility is still available for booking, Huff N’ Puff may book the facility, and the Reduced Rental Rate as set out in section 2.2.3 shall apply to any such bookings.

(c) For greater certainty, the Reduced Rental Rate as set out in section 2.2.3 shall only apply to bookings made by Huff N’ Puff that fall within (a) or (b) above, and otherwise the City’s regular rates as set out in its Fees and Charges By-law shall apply.

2.1.2 Notwithstanding any other provision in this Agreement, the City shall have complete discretion in determining which portions of its facilities, if any, and during which dates and times, if any, it will offer for booking to Huff N’ Puff.

### **2.2 Reduced Rental Rates:**

2.2.1 Huff N’ Puff shall use the City’s Facility Rental Contract process for any bookings it wishes to make of City Facilities. The terms and conditions of any such Facility Rental Contract entered into by the Parties shall govern such booking.

2.2.3 The rental rate to be imposed by the City with respect to bookings approved under subsections 2.1.1 (a) or (b) for Huff N' Puff's use of the applicable City Facility shall be 33.33% of the applicable fee that is set out in the City's Fees and Charges By-law, as at the date the Facility Rental Contract is entered into.

**Part 3: General Provisions:**

Monthly Statistics

3.1 Huff N' Puff shall provide the City Representative, on a monthly basis, the previous month's statistics reporting numbers of Huff N' Puff members use of the City Facilities per program.

**Termination:**

Termination by the City

3.2 The City may terminate this Agreement immediately without liability. Any waiver by the City of any breach by Huff N' Puff of any provisions of this Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

3.3 In the event of termination of this agreement, the City shall have no further obligations to Huff N' Puff, other than those set out in any Facility Rental Contract entered into between the parties. For greater certainty, in the event of termination of this agreement, the terms of any Facility Rental Contract will continue to govern any booking of a City Facility.

**Notice:**

3.4 Any notice required to be given to the City or Huff N' Puff under this Agreement shall be sufficiently given if delivered personally or by courier, transmitted by fax, or mailed postage prepaid to the addresses below. Such notice shall be deemed to have been received on the date of its delivery if delivered personally, by courier or by fax, or in the case of mailing, three (3) business days after it was delivered to the post office.

City's Address

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

Huff N' Puff's Address

Huff N' Puff Seniors Fitness Association  
North London Optimist Community Centre  
1345 Cheapside Street  
LONDON, ON. N5V 3N9

**Status of Huff N' Puff:**

3.5 Huff N' Puff acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that Huff N' Puff, nor any person employed by or associated with Huff N' Puff is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

- 3.6 Notwithstanding paragraph 3.5 above, it is the sole and exclusive responsibility of Huff N' Puff to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.
- 3.7 Huff N' Puff shall operate independently of the City and is not the agent or servant of the City for any purpose.
- 3.8 Nothing in this Agreement shall entitle or enable Huff N' Puff or any subcontractor to act on behalf of, or as agent for, or to assume or create any obligation on behalf of, or to make any representation, promise, warranty or guarantee binding upon, or otherwise to bind the City. Each of Huff N' Puff, any subcontractor of Huff N' Puff and the City is independent and not the agent, employee, partner or joint ventures of any of the others.

#### **Circumstances beyond the Control of Either Party**

- 3.9 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the City and Huff N' Puff including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by Huff N' Puff's negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

#### **Execution**

- 3.10 Huff N' Puff acknowledges that it has read this agreement, understands it and agrees to be bound by its terms and conditions.

#### **Independent Legal Advice**

- 3.11 Huff N' Puff acknowledges that it has had the opportunity to obtain independent legal advice with respect to this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement.

SIGNED, SEALED, AND DELIVERED

**HUFF N' PUFF SENIORS FITNESS  
ASSOCIATION LONDON, ONTARIO**

\_\_\_\_\_  
Date

Per (Signature)\*: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

*\*I Have the Authority to Bind the Corporation*

\_\_\_\_\_  
Date

Per (Signature)\*: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

*\*I Have the Authority to Bind the Corporation*

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Catharine Saunders, City Clerk

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>HOMELESS PREVENTION MUNICIPAL PURCHASE OF SERVICE AGREEMENT TEMPLATE</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on December 10, 2019 to authorize and approve a standard form Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various Service Providers.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- Community Homeless Prevention Initiative Amended Bylaw (CPSC: June 17, 2019)
- Community Homeless Prevention Initiative (CPSC: December 17, 2012)

<b>PURPOSE</b>
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The Homeless Prevention Municipal Purchase of Service Agreement template has been developed to better align with municipal program, insurance and indemnity, and funding requirements.

The Municipal Purchase of Service Agreement Template is intended for use as the standard template for purchase of service agreements for municipally funded Homeless Prevention programs starting in 2020.

<b>BACKGROUND</b>
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On April 30, 2013 Council approved By-law No.A.-6955-156 with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives. This Purchase of Service Agreement is currently used for both provincially and municipally funded programs.

In the fall of 2019, the City of London Homeless Prevention team undertook a review of all Homeless Prevention funding agreements to ensure alignment with the 5-year review of the Homeless Prevention and Housing Plan, 2010-2024. During the review, a need for updates to the standard form agreement, and development of a separate municipal Purchase of Service Agreement was identified.

The Homeless Prevention Municipal Purchase of Service Agreement attached as Schedule 1 has been reviewed by the City Solicitor's Office and Insurance and Indemnity requirements have been reviewed by Risk Management.



A proposed amendment to By-Law No. A.-6955-156 Purchase of Service Agreement template for programs funded through Ontario's Community Homelessness Prevention Initiative will be brought forward for Council approval in January, 2020.

<b>FINANCIAL IMPACT</b>
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There is no financial impact. The Homeless Prevention Municipal Purchase of Service Agreement Template is intended for future Purchase of Service Agreements that are approved through The City of London Multi-Year Budget, beginning in 2020.

<b>SUBMITTED BY:</b>	<b>RECOMMENDED BY:</b>
<b>CRAIG COOPER MANAGER, HOMELESS PREVENTION HOUSING, SOCIAL SERVICES &amp; DEARNESS HOME</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES &amp; DEARNESS HOME</b>

APPENDIX "A"

Bill No.  
2019

By-law No. A.

A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Homeless Prevention, to be entered into between The Corporation of the City of London and various Service Providers.

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

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

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

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

1. The Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention services by The Corporation of the City of London.
2. The Managing Director, Housing, Social Services and Dearness Home or their written designate, is hereby delegated authority to execute Municipal Purchase of Service Agreements with Service Providers, employing the standards form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

## MUNICIPAL PURCHASE OF SERVICE AGREEMENT

[insert name of service to be provided]

### BETWEEN:

#### THE CORPORATION OF THE CITY OF LONDON

(the "City")

- and -

#### [INSERT NAME OF SERVICE PROVIDER]

(the "Service Provider")

### RECITALS:

The Service Provider has agreed to receive funding from the City to provide one or more services;

The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider's obligations with respect to the provision of services and the City's obligation to provide funding to the Service Provider for the provision of such services.

NOW THEREFORE, The City and the Service Provider agree with each other as follows:

#### 1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **"Agreement"** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **"Business Day"** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **"City Representative"** means the individual(s) designated in writing to represent the City;
- **"Description of Services"** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the City from time to time;
- **"Effective Date"** means [Enter Date];
- **"Eligible Expenditures"** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement;
- **"Event of Default"** has the meaning prescribed to it in Section 9.1;
- **"Force majeure"** has the meaning prescribed to it in Article 14;
- **"Funding"** means funding provided under this agreement, as set out in Schedule A;
- **"City Notification"** means a notice in writing from the City to the Service Provider;

- **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- **“Notice Period”** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **MFIPPA** means the *Municipal Freedom of Information and Protection of Privacy Act*;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down the funded program, as determined by the City.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – Funding / Budget Items / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – Blanket Position Insurance Policy;

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

## 2. **Prior Agreements**

2.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the funded program.

## 3. **Term of This Agreement**

3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, one year later (the “Term of the Agreement”).

3.2 Renewal: Prior to expiry of the Agreement, the City and the Service Provider may mutually agree in writing to renew the Agreement on the same terms and conditions as set out in the Agreement, for successive one-year periods (each of which is to be called a “Renewal Term”), and subject to mutual agreement on administrative costs. Any decision by the City or the Service Provider not to renew the Agreement shall be without compensation, penalty or liability on the part of the City or the Service Provider.

## 4. **Services**

4.1 The Service Provider agrees to provide services as set out in Schedule B (Description of Services) in accordance with the Terms of this Agreement including any City of London Homeless Prevention Service Standards as they may be amended from time to time.

## 5. **Funding**

5.1 The City shall make an allocation of Funding to the Service Provider as set out in

Schedule A.

5.2 The City shall make payment of the Funding under Section 5.1 to the Service Provider as set out in Schedule A.

5.3 The Service Provider shall spend Funding received under Section 5.2 as set out in Schedule A.

5.4 Intentionally left blank

## 6. **Obligations**

6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act* (if there are reasonable grounds to suspect a circumstance listed in the Act, promptly report the suspicion and the information on which it is based to a Children's Aid Society).

6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.

6.3 The Service Provider shall recognize The City of London as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.

6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, contractors or voluntary workers in carrying out the services as set out in Schedule B.

6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.

6.6 The Service Provider shall comply with all applicable federal, provincial and municipal laws, regulations, by-laws, orders, codes or other legislative requirements, including, but not limited to, the *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act, 2005*, *Human Rights Code*, *Child and Family Services Act*.

### 6.7 Confidentiality

(a) The collection, use, retention and disclosure of all personal information under this Agreement are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). The Service Provider acknowledges that any information supplied to the City is subject to MFIPPA, including access to information provisions in MFIPPA.

(b) The Service Provider shall ensure its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including *Personal Health Information Protection Act, 2004*.

(c) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall provide the City with a copy of such policy upon request.

### 6.8 **Independent Contractor**

(a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor

any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.

(b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or in joint venture with the City, and the Service Provider's officers, directors, employees and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

## **7. Data Collection and Reporting Requirements**

- 7.1 The Service Provider agrees to collect data as described in Schedule B.
- 7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.
- 7.3 The City may at its sole discretion amend Schedule B from time to time.

## **8. Termination on Notice**

- 8.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice.
- 8.2 If the City or Service Provider terminates the Agreement pursuant to 8.1, the City may do one or more of the following:
  - (a) cancel all further instalments of Funding;
  - (b) demand the repayment of any Funding remaining in the possession or under the control of the Service Provider;
  - (c) permit the Service Provider to offset the Wind Down costs against the amount the Service Provider owes pursuant to Section 8.2(b);
  - (d) provide Funding to the Service Provider to cover the Wind Down Costs.
- 8.3 If the Service Provider wishes to terminate the Agreement pursuant to 8.1, it shall provide written notice to the City in the form of a Board resolution or by-law.

## **9. Event of Default, Corrective Action and Termination for Default**

- 9.1 Each of the following events shall constitute an Event of Default:
  - (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
    - (i) Deliver services that address program outcomes;
    - (ii) Collect data as required;
    - (iii) Provide reports as required;
    - (iv) Use or spend the Funding as authorized in this Agreement and in Schedule A;
  - (b) an event of Force Majeure that continues for a period of sixty (60) days or more.

- 9.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:
- (a) provide the Service Provider an opportunity to remedy the Event of Default;
  - (b) suspend the payment of Funding for such period as the City determines appropriate;
  - (c) reduce the amount of Funding;
  - (d) reallocate Funding;
  - (e) cancel all further Funding;
  - (f) demand the repayment of any Funding;
  - (g) terminate the Agreement, upon giving Notice to the Service Provider.
- 9.3 If, in accordance with Section 9.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:
- (a) the particulars of the Event of Default; and,
  - (b) the Notice Period.
- 9.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 9.2(a), and:
- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the City that the Service Provider cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Service Provider is not proceeding to remedy the Event of Default in a way that is satisfactory to the City,
- the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 9.2 (b), (c), (d), (e), (f), or (g).
- 9.5 Termination under this Article shall take effect as set out in the Notice.
10. If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees that the Service Provider shall:
- (b) ensure services are provided in French; and,
  - (c) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the program are available in French.
11. Nothing in this section or in this Agreement authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.
12. **Notice**
- 12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
- (a) delivered personally;
  - (b) sent by prepaid courier service; or

(c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

(i) in the case of notice to the City:

The City of London  
Attention: City Clerk  
300 Dufferin Avenue  
City Clerk's Office  
London ON N6A 4L9

Email: homelessprevention@london.ca

ii) in the case of notice to the Service Provider:

[Service Provider Contact Information]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

### 13. **Indemnification**

13.1 The Service Provider shall indemnify and hold harmless the City from and against any and all liability, injury, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the City.

13.2 The obligation to indemnify will require the Service Provider to exhaust all reasonable opportunities to seek recovery, which efforts shall include but shall not be limited to resorting to legal action to defend third party claims.

### 13.3 **Insurance and Indemnity**

Throughout the term of this Agreement, the Service Provider shall maintain commercial General Liability Insurance on an occurrence basis for an amount of not less than five million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.



Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

The Service Provider undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Service Provider's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

(i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible;

(ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;

(iii) the acts or omissions of the Service Provider, the Service Provider's employees or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;

(iv) any claim or finding that any of the Service Provider, the Service Provider's employees or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or

(v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service Provider, the Service Provider's employees or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

13.4 At its sole discretion, the City may, at any time, require that the Service Provider obtain and maintain a Blanket Position Insurance Policy or equivalent Fidelity Bond. See Schedule C.

#### 14. **Force Majeure**

14.1 Subject to Section 14.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

14.2 Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 12.3.

14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

14.4 Subject to Section 9.1(b), the failure of either Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**15. Audits and Reviews**

15.1 The Service Provider shall, on forty-eight (48) hours prior written notice, give the City, City Representatives and/or City auditors free access to such staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or City auditors, for the purpose of verifying compliance with this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the City may conduct an audit of the Service Provider and its subcontractors in any year.

15.2 The City reserves the right to conduct operational reviews on forty-eight (48) hours prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of this agreement. The Service Provider shall give the City, City Representatives and/or other persons authorized by the City free access to such premises, staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or other persons authorized by the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

**16. General**

**16.1 Services to Vulnerable Populations**

- a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.
- b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and

agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

- 16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City.
- 16.5 [intentionally left blank]
- 16.6 [intentionally left blank]
- 16.7 The Service Provider represents and warrants that it shall:
- (a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City;
  - (b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and
  - (c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City.
- 16.8 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary budgetary appropriations from Municipal Council. The City shall not have any liability in the event the respective budgetary appropriations are insufficient to meet the Funding obligations of the City.
- 16.9 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Service Provider as partners of each other.
- 16.10 No member of:
- (a) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities;
- shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
- 16.11 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.12 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.13 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.14 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.15 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.

- 16.16 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.17 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.18 This Agreement shall be read with all changes of gender and number required by the context.
- 16.19 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.20 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.
- The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.21 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.22 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.23 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.22 restricting the Service Provider's ability to assign this Agreement.
- 16.24 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.25 The provisions in sections 5.3; 8.2; 9.2(c), (d), (e), (f); and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Indemnification), 15 (Audits and Reviews), and 16 (General) except for section 16.21 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

**IN WITNESS THEREOF** this Agreement has been executed by the Parties.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

Per:

Name: Sandra Datars Bere  
Title: Managing Director,  
Housing, Social Services and  
Dearness Home

Date:

**[NAME OF SERVICE PROVIDER]**

Per:

Name: \_\_\_\_\_

Title:

Date:

Per:

Name: \_\_\_\_\_

Title:

I/We have the authority to bind the Service Provider.

**Schedule A (Municipal)**

**[Name of Service Provider]**

**Funding / Budget / Eligible Expenditures**

**Up to a Maximum Amount of Municipal Funding for Term of Agreement (inclusive of HST): [Insert Amount]**

**Renewals (if any):**

If the parties mutually agree in writing to renew the Agreement, then an amount as determined by the City Representative and confirmed in writing to the Service Provider will be the maximum amount of municipal funding, on the condition that such amount is provided for in the City’s current approved budget.

**1. Payment**

The Service Provider will receive payment in [Insert Number] installments by the following dates:

[Insert Date] in the amount of [Insert Amount]

[Insert Date] in the maximum amount of [Insert Amount] less any amounts that the City determines as an adjustment.

The City may adjust the allocation based on financial reporting and changes to service delivery.

**2. Funding**

2.1 A Completed Application for Contract Renewal is to be submitted to City of London, Homeless Prevention by November 15<sup>th</sup>. The Application for Contract Renewal will include the following sections.

- a) Adherence to City of London, Homeless Prevention Service Standards, or other requirements as identified.
- b) Operating Budget including all sources of revenue and disbursement for the programs and services operated through this Agreement for the fiscal period of January 1 to December 31.

2.2 Financial Reporting

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget funded by this Agreement to actual expenditures (e.g. staff, administration, and programming costs).

<b>Financial Reporting Period</b>	<b>Report Due Date</b>
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]
[Insert Reporting Period]	[Insert Report Due Date]

**2.3 Eligible / Ineligible Expenditures**

- i) Eligible Expenditures

The following includes a listing of eligible and ineligible expenditures under this funding:

**Staff**

- salaries and benefits of program employees whose activities are directly related to the activities in this Agreement
- contract fees (e.g., trainers, consultants)

**Staff Costs**

- mileage and travel expenses for program activities or to share program information. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

**Office**

- office supplies
- specialized program supplies and material, such as games, toys, books, (in either, or both, official languages), beds, indoor play equipment

**Other**

- expenses for operating an emergency shelter, Housing First program or other homeless serving organization, including such things as utilities and food
- audit, legal fees, bookkeeping
- annual audited statement
- translation, interpretation, training/professional development
- HST should be included in all budget expenses, not as a separate item in this category

## ii) Ineligible Expenditures

- Personal needs allowance paid to a shelter resident
- therapeutic and medical treatment (e.g. speech or language pathology) covered by provincial/territorial medical and insurance plans
- capital expenditures, which include:
  - new construction and/or conversions of buildings
  - retrofits
  - buying land
  - purchasing buildings
- The construction, repair and renovation of new and existing social and affordable housing
- Services that do not directly support people who are homeless or at-risk of homelessness
- Alcoholic beverages

### 3. Budget

[Insert Budget]

SIGNATURES		
_____ AGREEMENT HOLDER _____ DATE	_____ AGREEMENT HOLDER _____ DATE	_____ THE CITY _____ DATE



## **Schedule B**

**[Insert Name of Organization]**

### **Description of Services**

#### **1. Description of Services**

#### **2. Collection of Data by the Service Provider**

[Insert Data Collection Requirements]

Data collection requirements may change over time and additional data collection may be required. The City of London will notify the Service Provider if there are any changes to data collection requirements.

#### **3. Outcomes and Targets**

[Insert program anticipated outcomes and targets here]

#### **4. Critical Incident Reporting**

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City of London.

The Service Provider will provide the City of London with Critical Incident Reports within twenty-four hours of an occurrence.

## SCHEDULE C

### BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND

The Service Provider shall furnish the City with evidence of Crime, Employee Dishonesty or Bond A policy or equivalent Fidelity Bond in the amount not less than the maximum amount determined in the sole discretion of the City's Manager III, Risk Management from time to time. The City shall be shown on the Policy as a named Obligee with respect to any loss or misuse of funds held by the Service Provider as described in this Agreement.



### Certificate of Insurance - Standard

*This is to certify that the Insured named below is insured as described:*

**\*\*\* This form must be completed and signed by your insurer or insurance broker.\*\*\***  
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured				E-mail address	
Insured's address (street name, city, province and postal code)				Telephone number	
				Fax number	
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability					Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$
Other (Explain.)					Occurrence \$ Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability:  NO or  YES. . . (Limit) \$ \_\_\_\_\_  
 Liquor Liability:  NO or  YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

**The Corporation of the City of London**  
**Attention: Risk Management Division**  
**520 Wellington Street, Unit 1**  
**P O Box 5035**  
**London, ON N6A 4L9**

Office location: \_\_\_\_\_ Fax: **519 661-4631**  
 Mailing address: \_\_\_\_\_ E-mail: **certificates@london.ca**

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$

*Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.*

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.

Name of insurance company or broker (completing form)		Telephone number
Address		Fax number
Name of authorized representative or official (Please print.)	E-mail address	
Signature of authorized representative or official	Date (YYYY-MM-DD)	

<b>SIGNATURES</b>		

<hr/> <p>AGREEMENT HOLDER</p> <hr/>	<hr/> <p>AGREEMENT HOLDER</p> <hr/>	<hr/> <p>THE CITY</p> <hr/>
<p>DATE</p>	<p>DATE</p>	<p>DATE</p>

<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY and PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>SANDRA DATARS BERE MANAGING DIRECTOR HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>
<b>SUBJECT:</b>	<b>MUNICIPAL COUNCIL APPROVAL OF THE HOUSING STABILITY PLAN 2019 TO 2024 AS REQUIRED UNDER THE HOUSING SERVICES ACT, 2011</b>

<b>RECOMMENDATION</b>
-----------------------

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, that the following actions be taken with regard to the Homeless Prevention and Housing Plan update:

- a) The Housing Stability Plan 2019 – 2024 attached hereto as Appendix “A” **BE APPROVED** substantially in the form of the attached document;
- b) That this plan **BE ADOPTED** as the local service management plan required under the Housing Services Act, 2011; and
- c) That a copy of the resolution and plan **BE FORWARDED** to the Provincial Minister of Municipal Affairs and Housing.

**IT BEING NOTED THAT** any final amendments to this document based on provincial review will be included in its final published version and shared with Municipal Council.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
--

- Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Priorities (OPHI) Approval of Ontario Transfer Payment Agreement (CPSC June 17, 2019)
- Homeless Prevention and Housing Plan 5 Year Review and Update – Process (CPSC: June 17, 2019)

<b>LINK TO STRATEGIC PLAN</b>
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City Council’s 2019 – 2023 Strategic Plan for the City of London identifies ‘Strengthening Our Community’ and ‘Building a Sustainable City’ as strategic areas of focus. The City of London’s Housing Stability Plan is aligned with these strategic priorities by focusing on increasing affordable and quality housing options for individuals and families, reducing the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless, supporting improved access to mental health and addiction services, and increasing opportunities for individuals and families.

<b>BACKGROUND</b>
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***Housing Services Act, 2011***

The Ministry of Municipal Affairs and Housing’s Long-Term Affordable Housing Strategy (LTAHS) was released in November 2010 which outlined the roles and responsibilities of the province and Service Managers with regards to the housing and homelessness system in Ontario and to ensure the alignment of local Housing and Homelessness Plans with provincial interests.

The *Housing Services Act, 2011 (HSA)* came into effect in January 2012 and requires Service Managers to develop and approve local homeless prevention and housing plans. The City of London is the Service Manager for the city as well as for Middlesex County for both Homeless Prevention and Housing.

Updating the City's Housing and Homelessness Plans offers an opportunity to reflect on, to plan and to improve a system of housing and homelessness that will lead to better outcomes for our community.

The *HSA* stipulates that, at least once every five years, Service Managers must review their plans and make amendments as necessary. The five-year review process offers an opportunity for Service Managers to ensure that plans continue to reflect local needs regarding housing and homelessness and alignment with provincial interests. Initial plans were required to be approved by the province in 2014 and now Service Managers must complete their five-year review of their plans by December 31, 2019.

Updating the City's Homeless Prevention and Housing Plan offers a unique opportunity for housing sector organizations, community stakeholders, and the public to work together to revise actions (as needed) to respond to local homeless prevention and housing needs.

The actions reflected in the Plan also expand beyond the Service Manager responsibilities and align with the related work outlined with the City's Strategic Plan, London Plan, Core Area Action Plan, and other initiatives that are responding to the housing impact in our community.

### **The Housing Stability Plan**

Attached as appendix "A" The Housing Stability Plan (The Plan) is being submitted for Council's approval and adoption as the local plan required under the *HSA* prior to submission to the province as required. This plan will also be submitted to the federal government to inform the alignment with Reaching Home: Canada's Homelessness Strategy and the National Housing Strategy.

The Homeless Prevention and Housing Plan plays a critical function in coordinating the strategic efforts of the Service Manager and housing community in addressing local housing and homelessness needs.

The Plan is intended to be focused on a range of strategic actions that will guide the work and resource allocation of the homeless prevention and housing services of the City, associated municipal housing corporations, and the community over the next five years. The Plan is outcome focused, measurable, and supports the focus towards an ultimate goal of housing stability.

The development of this Plan involved an extensive community consultation process that involved five large scale, thematic, public consultations, online surveys, community conversation toolkits, community drop in session and direct connection with community stakeholders such as the Homeless Coalition and the London Housing Advisory Committee.

The community and stakeholder groups have expressed support towards The Plan's strategies, actions and key measures. The community has also endorsed a community response approach to address the urgent needs of housing with City's leadership ensuring a focus on all our community's vulnerable populations, taking advantage of surplus land opportunities, innovative multi-purpose building opportunities, and leveraging all community partnership opportunities.

The Plan also embeds support towards the County of Middlesex Homeless and Housing Plan and the Giwatshkad Indigenous Homelessness Plan.

## **What We Heard (Key Themes in The Plan):**

The move towards the vision of *Housing Stability For All*, has four strategic areas of focus have been identified. Each strategic area of focus has a goal, result, strategies, actions, and measures that will guide the work of the community now and in the future.

Through engaging with the community, we heard:

- We need to address the homelessness crisis.
  - More people are experiencing homelessness and with more complex needs than ever before
  - We need to work differently with clients to better understand their needs and help those at the greatest risk access services quickly.
- We need far more affordable housing stock in our community.
  - The shortage of safe, affordable housing options is impacting the stability and health of people across our community.
- We need better ways and more options to help people access the supports they need to stay housed.
- We need to lead by example. A strong housing stability plan needs to be managed as a system and all sectors and stakeholders need to be engaged.

The following guiding principles define how the housing community will work together to implement the Plan:

- Homelessness is a Solvable Problem;
- Housing With Supports Works;
- Housing is a Basic Human Right; and,
- Housing Builds Strong, Vibrant Communities.

## **Next Steps**

Subject to Council approval, the Housing Stability Plan will be submitted to the Ministry of Municipal Affairs and Housing for provincial review. Any modifications to the Plan based on provincial feedback will be incorporated into the final version and shared with Council, Middlesex County and the public.

## **Implementation Plan**

Once the updated Plan receives approval from the provincial review, the City will lead the implementation of this plan.

Beginning in 2020, City will distribute the Housing Stability Plan to the broader community, meet with community partners to identify community leads to support implementation, form implementation groups (where appropriate), and develop an implementation plan to support the objectives and outcomes identified in the plan.

In order to ensure the successful implementation of this plan, community partnership is critical. City Administration will continue to work in collaboration with our community to not only achieve the desired outcomes of this Plan but also support efforts to build a community that fosters change to build a better London for all.

The City will also align future monitoring report documents with the strategic directions and outcomes outlined in the plan which will include routine reports to Council, community stakeholders, standing committees, etc.

**Acknowledgements**

Recognition should be afforded to all those that contributed to the creation of this plan, with special acknowledgement to those with lived experience who, alongside many interested and engaged members of the public, participate and informed the development of the Plan.

The development of The Plan would not have been possible without the dedication and involvement of community partners working alongside and with City Administration and associated municipal housing corporations.

<b>FINANCIAL IMPACT</b>
-------------------------

Although there are aspects of The Housing Stability Plan that can be accomplished within existing budgets however the success of other components of The Plan will depend on leveraging partnerships and additional investments.

<b>SUBMITTED BY:</b>	<b>SUBMITTED BY:</b>
<b>DAVE PURDY MANAGER, HOUSING SERVICES</b>	<b>CRAIG COOPER MANAGER, HOMELESS PREVENTION</b>
<b>RECOMMENDED BY:</b>	
<b>SANDRA DATARS BERE MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>	

**Cc:** Doug Calderwood-Smith, Manager, Strategic Program and Partnerships,  
 Stephen Giustizia, CEO, HDC London,  
 Laura Cornish, Manager Homeless Prevention  
 John Fleming, Managing Director, Planning and City Planner, City Planning  
 Nicole Kovacs, Consultant, KovacsGroup

Attachment: Housing Stability Plan 2019 - 2024

# Housing Stability For All

The Housing Stability Action Plan for the City of London  
**2019-2024**





## **Acknowledgements**

The Housing Stability Action Plan is a plan developed for our community. Thank you to everyone, especially individuals and families with lived experience, who shared their expertise and stories of strength and resiliency.



# Letter From Mayor and Council



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**Definitions**

Definitions are provided for the key terms used in this document. Please refer to Appendix A on page 44 for all definitions.



# **The Housing Stability Action Plan**

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## Introduction

London is in a homelessness and housing crisis. This impacts all Londoners.

Housing stability means that everyone has safe, appropriate, affordable housing and housing supports. Housing stability is the foundation for a city where people can thrive.

The Housing Stability Action Plan (Plan) defines the current environment and future needs of London and area. The Plan sets the new direction for the collective work of the community to address housing stability.

**The approach will become coordinated over the next five years. The result: one housing stability system working together to meet the needs of individuals and families.**

The City of London (City) has a leadership role in developing a sustainable and integrated housing stability system, but it cannot do this work alone. This Plan calls on all services, sectors, governments, and residents to address the rapidly changing and complex housing stability needs of individuals and families.

This Plan will guide our work from 2019 - 2024, noting that many of the activities that are initiated will extend beyond this time frame.

Together, we will work towards *Housing Stability For All*.

---



# What Is Known About Housing Stability

Neighbourhoods and communities in and around London are experiencing housing instability in different ways, but often related to the same driving factors.

The following provides an overview of what is impacting housing stability in London.

## London's population is changing, putting pressure on the housing system.

**The London housing market is increasingly attracting people from high cost communities outside of London.**

- Between 2011 and 2016, London's population increased by 4.8% from 366,151 individuals to 383,822 individuals.<sup>1</sup> Much of the increase was a result of people moving from other communities within Ontario, resulting in lower vacancies and higher housing costs.
- The fastest growing segment of the population between 2011 and 2016 was individuals aged 65 and older, which increased by 19%.<sup>2</sup> As this population continues to grow, so will the demand for housing and support needs for an aging population.

## There is not enough housing where it's needed most.

**There is no available vacant rental housing stock that is affordable for low to moderate income households.**

- The average rental market vacancy rate in London is 2.1%. It is even lower, 1%, for units at or below the average market rent.
- Individuals and families are increasingly in need of deep rental affordability. The vacancy rate of available social housing stock is between 0% and 1%.
- Individuals and families have little incentive to move. Vacant units are often significantly more expensive than those currently occupied because of a lack of supply and high demand.
- The result is there is less movement in the housing market and people can't find housing that meets their needs.



## Many Londoners are paying too much for housing.

**In total, 14% of households in London are in Core Housing Need.**

- In London, there are 116,840 households who own their home. Of those, 15,035 spend over 30% of their pre-tax income on shelter costs.
- There are a total of 64,140 households that rent in London. Of those, 29,595 spend over 30% of pre-tax income on shelter costs.

## Rental housing is not attainable to Londoners.

**The average 1-bedroom unit is advertised at \$1,100 a month. A single, full-time worker in retail earns \$29,000 a year. “Affordable” would be \$750/month.**

- The average individual median income increased by 11% between 2011 and 2016 from \$29,478 to \$32,599. In comparison, the average market rent has increased by approximately 15%. However, from 2018 - 2019, the average asking rent for an unoccupied vacant unit has increased by 20%.
- The average market rent leaves many Londoners without options. The private housing market is becoming increasingly unaffordable due to rising rents, falling rental vacancy rates, and average income not keeping pace.

## Home ownership is no longer attainable to many.

**A household would require an annual income of approximately \$100,000 to acquire a mortgage for the average home sale price in London.**

- The current, average home sale price in London and area is \$413,000.<sup>3</sup>
- Approximately 13% of London households have an annual income of \$100,000 or more.<sup>4</sup>

## Londoners need support to find and keep housing.

**Although other mid-size Canadian cities and communities are experiencing similar issues, London is recognized as having unique housing market and income related challenges.**

- During London’s 2018 enumeration event, individuals and families experiencing homelessness shared the top five supports or resources they need to find and keep housing.
- These included increased income, availability of affordable housing, someone to help with finding and keeping housing, employment, and rental or financial assistance.<sup>5</sup>



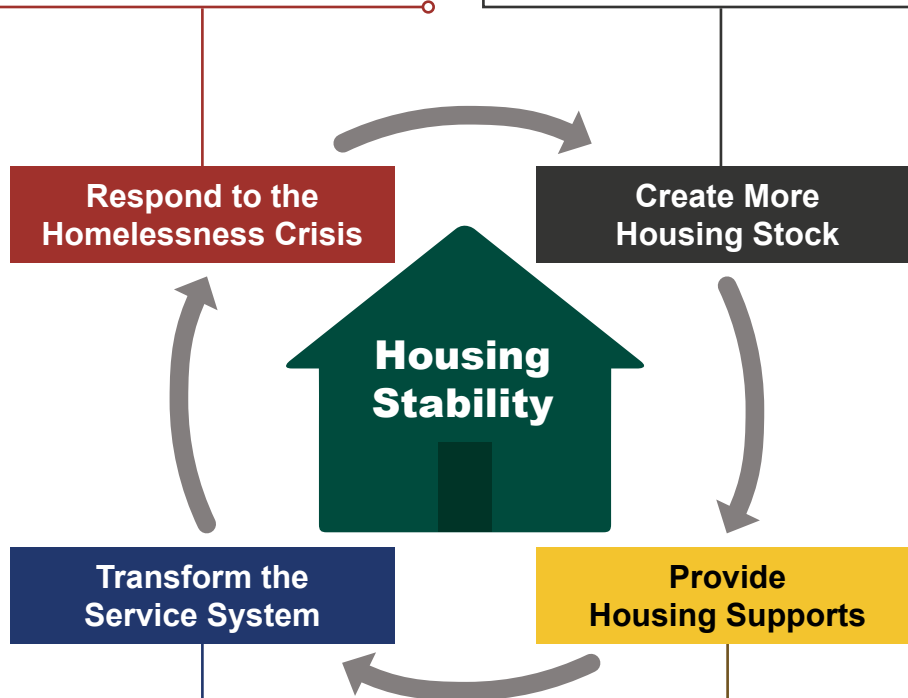
# What We Need to Do Together

**Address the homelessness crisis.**  
More people are experiencing homelessness and with more complex needs than ever before.

There is a need to work differently with clients to better understand their needs and help them access services quickly.

**Make sure there are safe, affordable housing options available for the community as it grows and changes.**

There is a need for more affordable housing stock in our community. The shortage of safe, affordable housing options is impacting the stability and health of people.



**Lead by example.** A strong Housing Stability Action Plan needs to be managed as a system and engage all sectors and stakeholders.

There is a need to measure, manage, and respond to the things that change the housing market.

**Create better ways to access housing.** People needing housing are stuck in a market with few options and no centralized way of getting meaningful help.

There is a need for more options to help people access the supports they need to stay housed.



## A Shared Leadership Model

Housing stability is a community issue. It requires a collective, community-wide system response. This Plan recognizes that there will be many actions distributed across many groups that need to work together. Some of this work is already being done, and some still needs to happen.

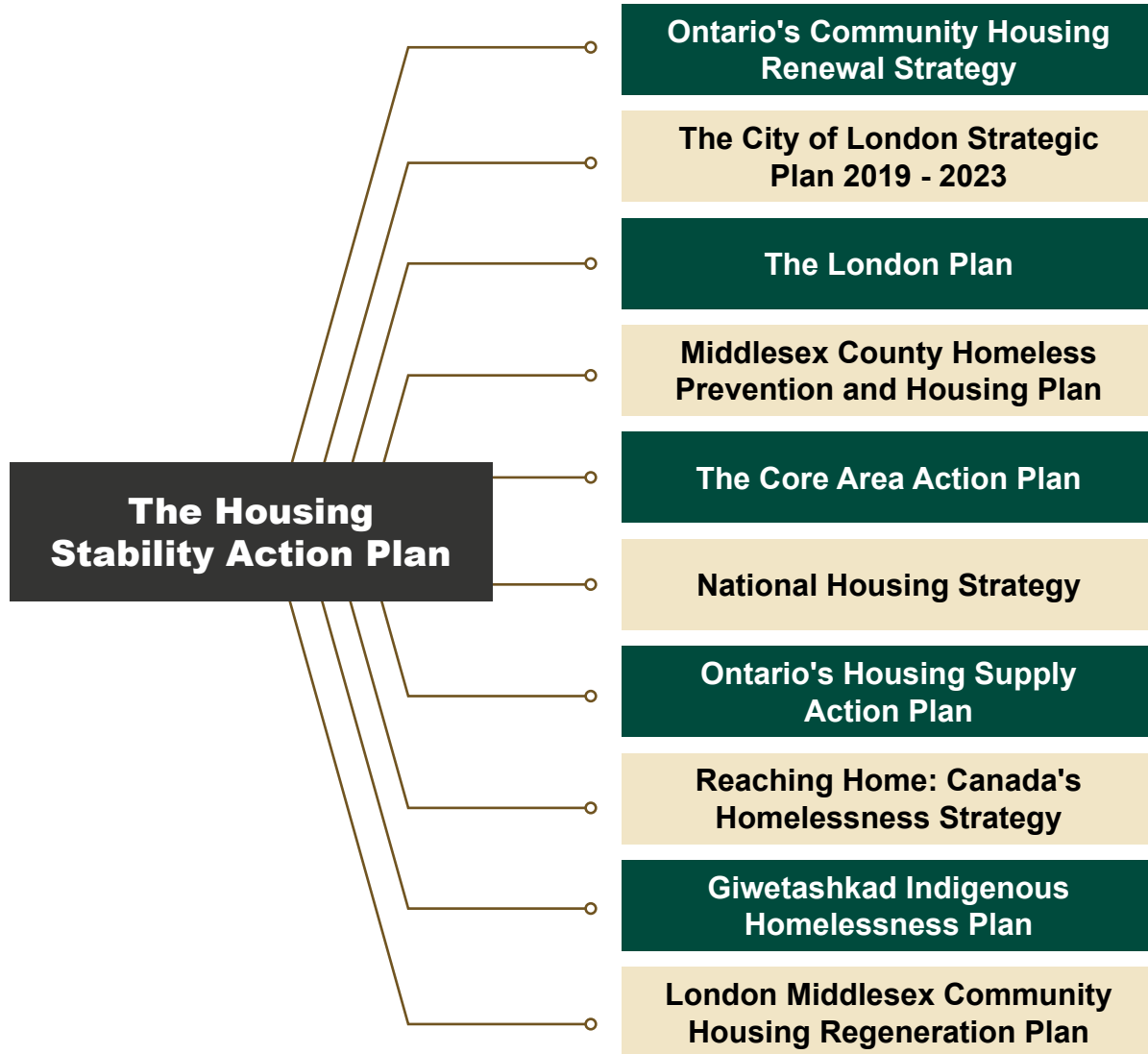
In the next phase of implementation, we will work together to collectively prioritize and distribute actions and measures to have the greatest amount of impact.

The success of this Plan requires:



## Alignment with Other Strategic Initiatives and Plans

This Plan supports and aligns with the following strategic initiatives and plans:<sup>6</sup>



*See Appendix C for a description of all plans.*

**Strong Partnership: County of Middlesex** - The City of London is the designated Service Manager as it relates to housing for the City of London and Middlesex County.

The responsibilities related to homelessness are delivered in the county through contracted service agreements with Middlesex County.

Appendix D reflects Middlesex County's Homeless Prevention and Housing Plan. Alignment of strategies and actions with the City of London and Middlesex County, as they relate to the Service Manager, are also reflected throughout this Plan with the use of an asterisk (\*).

## Why This Work Is Being Done

The following sets the foundation for the development of this Plan:

1

**Housing Is a Basic Human Right** - Access to adequate, safe, and stable housing is a basic human right and essential to one's sense of dignity, safety, inclusion, and ability to contribute to neighbourhoods and communities.<sup>7</sup>

2

**Homelessness Is a Solvable Problem** - Homelessness can be prevented and eliminated with stable housing, a solid system of services and supports, collective and unified efforts, and caring and passionate people.

3

**Housing With Support Works** - This approach assists individuals and families by seeking and supporting the right housing, at the right time, in the right place, with the right level of support to develop long-term housing stability.

4

**Housing Stability Builds Strong, Vibrant Communities** - When individuals and families live in safe and appropriate housing that is affordable, they experience greater health and quality of life.



## How the Plan Was Developed

The process to develop the Plan included the following phases:



The details of this process are attached in Appendix E.

## Framework for Implementation

### 1. Action

This Plan is a commitment to action. It will guide the work of the community for the next five years. Through ongoing public engagement, the actions in the Plan will remain relevant and effective. Improved data, available in real-time, will guide our understanding of emerging housing stability needs and inform our actions and decisions to maximize impact.

### 2. Accountability

This Plan is also a commitment to accountability. Setting targets, measuring progress, and reporting results help achieve positive outcomes for individuals and families. The implementation of the Plan will be both transparent and inclusive.

### 3. Addressing the Priority Needs of Individuals and Families

Diverse groups will be engaged throughout the implementation of this Plan to ensure the multiple and often, complex needs of each individual and family is recognized and addressed in an inclusive way.

Unique populations include, but are not limited to: chronic and episodically homeless individuals, Indigenous peoples, individuals with disabilities or special accessibility or health needs, LGBTQ2+, low-income earners, newcomers and immigrants, seniors, street involved sex workers, women and their children who experience domestic violence, and youth.

# **A Plan of Action**

## Vision

One housing stability system working to meet the needs of individuals and families. Together, our collective efforts will result in ***Housing Stability For All***.

## Guiding Principles

The guiding principles define how we all will need to work together to implement the Plan.

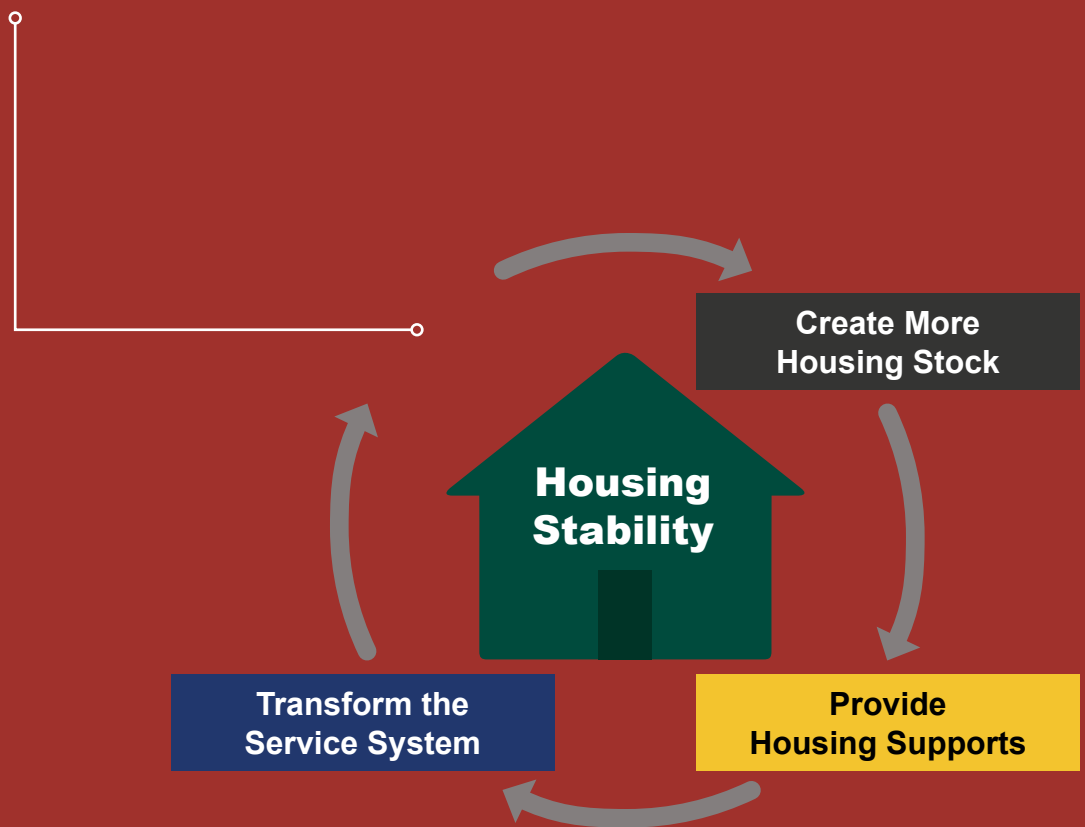
1. **Leadership** – We will demonstrate bold community leadership, commitment, and collaboration to drive solutions forward.
2. **People Centred** – We will meet individuals and families where they are, acknowledge their diverse needs, and serve them with the compassion and respect they deserve.
3. **System Focused** – We will design a coordinated and integrated system that is easy for individuals and families to access the services and supports they need.
4. **Data Driven** – We will use data to identify emerging trends and make evidence-informed decisions about the current and future housing stability needs of our community.
5. **Outcomes Oriented** – We will measure the results of our work, focus on achieving positive outcomes, and report on results with transparency and integrity.

## The Housing Stability Action Plan Framework

To move towards the vision of *Housing Stability For All*, four strategic areas of focus have been identified. Each strategic area of focus has a goal, result, strategic initiatives, actions, and measures that will guide the work of the community now, and in the future.

Strategic Area of Focus 1:

# Respond to the Homelessness Crisis



## What We Heard...

### There is a homelessness crisis in London.

Through community consultation, the public told us there needs to be a focus on:

#### Decreased Emergency Shelter Use

“The focus needs to be on minimizing shelter use and the length of time in shelter.”

“Integrating a Housing First focus into shelters is a good step forward.”

“Focus on shelter diversion.”

#### Prevention

“We need to prevent the crisis from happening.”

“Prevention is cost effective.”

“Opportunities exist to focus on prevention.”

#### Coordination and Collaboration

“Minimize the amount of times people have to tell their story.”

“No matter what door or number you call, you should be getting the same information.”

“Moving towards centralization and collaboration is critical.”

#### Outreach

“We’ve seen a dramatic increase in those sleeping rough and urban camping. The need has increased significantly.”

“Lots of people sleeping rough. The plan needs to ensure nobody falls through the cracks.”

“Increase outreach services.”



## What We Know...

We need to address the homelessness crisis. In London, more people are experiencing homelessness with more complex needs than ever before.



of emergency shelter and violence against women beds are full each night.



10 daytime and 10 overnight resting spaces are operating at full capacity.



individuals and families are accessing emergency shelter each year.



people are on London's By-Name List.



individuals are experiencing unsheltered homelessness.



**Unknown**

number of individuals and families in London at risk of experiencing homelessness.



# What We Will Do...

## To respond to the homelessness crisis.

### Goal:

Meet the immediate needs of individuals and families at risk of and experiencing homelessness.

### Result:

Reduce the number of individuals and families at risk of and experiencing homelessness.

**Strategic Initiative 1.1:** Work collaboratively across systems to address the immediate needs of individuals and families at risk of or experiencing homelessness.

Actions	Key Measures
<b>1.1.a.</b> Triage and prioritize people system-wide to support effective and efficient use of system resources.	<ul style="list-style-type: none"><li>• # of individuals and families who have completed assessments</li></ul>
<b>1.1.b.</b> Develop a coordinated access system that addresses the immediate needs of individuals and families.	<ul style="list-style-type: none"><li>• # of public consultations and engagements with diverse local communities, including those with lived experience</li><li>• # of programs participating in coordinated access practice</li><li>• Average time between coordinated entry, assessment, referral, and placement</li></ul>

**Strategic Initiative 1.2:** Create an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness.

Actions	Key Measures
<b>1.2.a.</b> Increase integration with outreach agencies and City service areas.	<ul style="list-style-type: none"><li>• # of agencies and City service areas engaged</li></ul>
<b>1.2.b.</b> Engage partners in the Coordinated Informed Response, including those with lived experience.	<ul style="list-style-type: none"><li>• # of partners engaged</li><li>• # of individuals and families connected to addictions and mental health services</li></ul>
<b>1.2.c.</b> Move the Coordinated Informed Response from a pilot to a permanent program to rapidly house individuals and families experiencing unsheltered homelessness.	<ul style="list-style-type: none"><li>• # of individuals and families housed</li></ul>



**Strategic Initiative 1.3:** Provide the right level of support at the right time to decrease the use of emergency services.

Actions	Key Measures
<p><b>1.3.a.</b> Increase system capacity and availability of services across sectors to meet the housing stability needs of individuals and families in crisis.</p>	<ul style="list-style-type: none"> <li>• # of support workers in the housing stability system</li> <li>• # of agencies who provide supports</li> </ul>
<p><b>1.3.b.</b> Work with London Police Service and Emergency Medical Services to establish an engagement protocol to support individuals experiencing unsheltered homelessness.</p>	<ul style="list-style-type: none"> <li>• # of protocols established</li> <li>• # of people supported into housing</li> <li>• # of people supported into services</li> </ul>
<p><b>1.3.c.</b> Increase supports located within other sectors to prevent discharge to shelter or homelessness.</p>	<ul style="list-style-type: none"> <li>• # of housing finder positions supporting health, education, and justice discharge processes</li> <li>• # of schools participating in homelessness education programs</li> <li>• # of individuals diverted from being discharged into homelessness</li> </ul>

**Strategic Initiative 1.4:** Prevent individuals and families from entering homelessness.

Actions	Key Measures
<p><b>1.4.a.</b> Improve diversion practices to better assist individuals and families to secure housing.</p>	<ul style="list-style-type: none"> <li>• # of individuals and families diverted from homelessness</li> <li>• # of individuals and families rapidly rehoused</li> </ul>
<p><b>1.4.b.</b> Implement eviction and prevention programs to support individuals and families from entering homelessness.</p>	<ul style="list-style-type: none"> <li>• # of evictions prevented</li> <li>• # of individuals and families who remain housed</li> <li>• # of individuals and families rapidly rehoused</li> </ul>
<p><b>1.4.c.</b> Establish a mobile diversion and prevention team that supports individuals and families throughout the City.</p>	<ul style="list-style-type: none"> <li>• # of housing finder positions supporting health, education, and justice discharge processes</li> <li>• # of schools participating in homelessness education programs</li> <li>• # of individuals and families diverted from being discharged into homelessness</li> </ul>



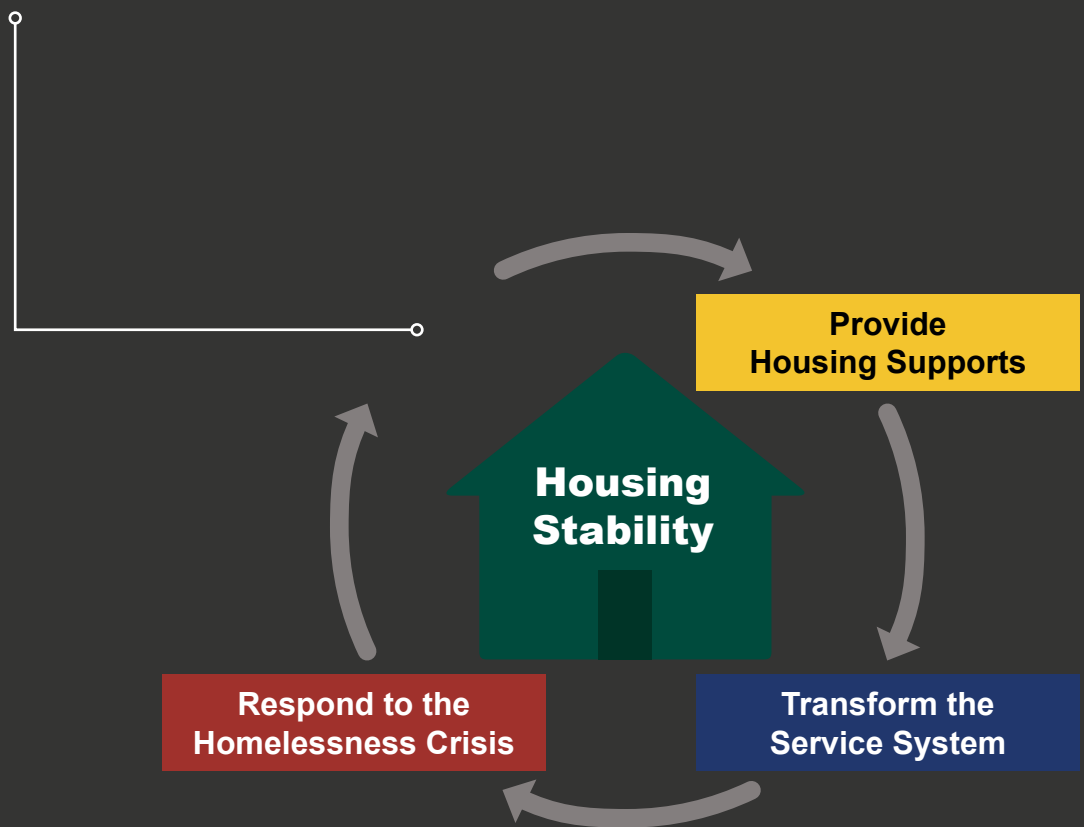
**Strategic Initiative 1.5:** House and re-house individuals and families experiencing homelessness rapidly.

Actions	Key Measures
<p><b>1.5.a.</b> Implement unique opportunities to support rapid rehousing options.</p>	<ul style="list-style-type: none"> <li>• # of opportunities available (e.g. head-leases, long-term motel stays, etc.)</li> <li>• # of individuals and families housed</li> </ul>
<p><b>1.5.b.</b> Strengthen the current housing finder role.</p>	<ul style="list-style-type: none"> <li>• # of housing finder positions</li> <li>• # of individuals and families housed</li> </ul>
<p><b>1.5.c.</b> Engage landlords to increase rental opportunities for rapid rehousing.</p>	<ul style="list-style-type: none"> <li>• # of landlords engaged</li> <li>• # of rental opportunities available</li> </ul>
<p><b>1.5.d.</b> Provide financial supports to assist individuals to secure housing.</p>	<ul style="list-style-type: none"> <li>• # of housing allowances provided</li> <li>• # of individuals and families assisted through the Housing Stability Bank</li> </ul>



Strategic Area of Focus 2:

# Create More Housing Stock



## What We Heard...

# London needs to build more housing stock and maintain the housing stock it has.

Through community consultation, the public told us there needs to be more:

### Supportive and Specialized Housing

“Housing provided with an understanding of where people are at.”

“Offer different and more housing with supports.”

“The priority is to add units with supports.”

### Housing Affordability

“We need new affordable housing in London.”

“We need many more affordable homes and apartments built. It must be a priority.”

“If we do not have safe, clean, affordable housing options, the issues are not going to get better.”

### Community Housing

“Ensure community housing recognizes the diverse populations who need it.”

“We need to be thinking about changing the structure of community housing.”

“Need improved maintenance for community housing.”

### Innovation

“Mixed housing is more effective, but hard to do. This is where innovation comes in.”

“We need to look at innovative solutions. Not the same old, same old.”

“Look at successful models in other cities.”

## What We Know...

We need far more affordable housing stock in our community. The shortage of safe, affordable housing options is impacting the stability and health of people across our community.



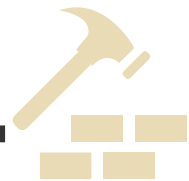
**3,000**

minimum new affordable housing units that are needed in London to meet current and potential future needs.

**2.1%**

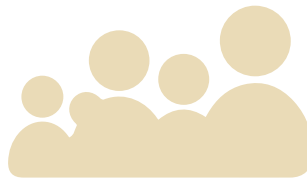
rental market vacancy rate. This equates to virtually no available rental housing stock that is affordable.

**300+**



additional units need to be created each year to close this gap.

**14%**



of Londoners are in Core Housing Need. London ranks 4<sup>th</sup> nationally for individuals and families living within Core Housing Need.



# What We Will Do...

## To create more housing stock.

### Goal:

Sufficient supply and range of housing stock exists to help build strong communities.

### Result:

Increase affordable, quality, and mixed housing options.

### Strategic Initiative 2.1: Retain existing and create new affordable housing stock.

Actions	Key Measures
<p><b>2.1.a.</b> Work with private market to retain existing affordability in rental market units.*</p>	<ul style="list-style-type: none"> <li>• # of policies amended or strategies established (e.g. Condoization, demolition, and short-term rental policies)</li> <li>• # of private market rental units retained and lost that were at or below average market rent</li> </ul>
<p><b>2.1.b.</b> Develop surplus lands to include affordable housing.</p>	<ul style="list-style-type: none"> <li>• # of surplus municipal lands considered and acquired</li> <li>• # of surplus school sites reviewed and acquired</li> <li>• # of affordable housing and modest market units</li> </ul>
<p><b>2.1.c.</b> Implement tools, policies, and programs (the municipal housing toolbox) to create new affordable housing through a Community Improvement Plan (CIP), zoning bylaw update, inclusionary zoning (IZ), bonusing, secondary units, etc.</p>	<ul style="list-style-type: none"> <li>• # of agreements established for affordable housing using municipal policies and permissions</li> <li>• # of private market units advanced for affordable housing through new municipal tools</li> <li>• # of units created through the affordable housing CIP</li> <li>• # of affordable secondary units created</li> <li>• # of new affordable housing units advanced through City incentive programs and regulations</li> </ul>
<p><b>2.1.d.</b> Invest in affordable housing through development charges (growth paying for growth) through the creation of a community benefits charge and municipal assessment growth policy.</p>	<ul style="list-style-type: none"> <li>• \$ amount invested through growth charges into affordable housing</li> <li>• # of new affordable units created</li> </ul>





Actions	Key Measures
<p><b>2.1.e.</b> Explore opportunities to stimulate new affordable housing through government legislation.*</p>	<ul style="list-style-type: none"> <li>• # of new affordable units created</li> </ul>

**Strategic Initiative 2.2: Revitalize and modernize community housing.**

Actions	Key Measures
<p><b>2.2.a.</b> Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*</p>	<ul style="list-style-type: none"> <li>• # of plans approved for regeneration</li> <li>• # of site plans advanced for regeneration</li> <li>• # of social housing providers engaged in and advancing regeneration plans</li> <li>• # of new community housing units developed</li> <li>• # of affordable housing units created through regeneration</li> <li>• # of official plan and zoning amendments to allow for appropriate intensification of housing regeneration sites</li> </ul>
<p><b>2.2.b.</b> Leverage funding available from all levels of government to maximize the number and affordability of new community housing units.*</p>	<ul style="list-style-type: none"> <li>• \$ from other sources of funding (e.g. community and/or charity)</li> <li>• # of new units</li> <li>• % of depth of affordability</li> </ul>
<p><b>2.2.c.</b> Support long-term capital planning for social housing providers to address renovation and repair needs.*</p>	<ul style="list-style-type: none"> <li>• # of education and training sessions</li> <li>• \$ amount allocated to fund capital planning</li> <li>• # of units supported</li> <li>• % decrease in the Facility Condition Index</li> </ul>
<p><b>2.2.d.</b> Help housing providers find ways of reducing operating costs through improved energy efficiency.*</p>	<ul style="list-style-type: none"> <li>• # of housing providers engaged</li> <li>• \$ amount saved from lowering energy consumption</li> </ul>



Actions	Key Measures
<p><b>2.2.e.</b> Build governance capacity and enhance support to housing provider Boards of Directors.*</p>	<ul style="list-style-type: none"> <li>• # of training sessions</li> <li>• % of participants satisfied</li> <li>• # of annual meetings held with agency Boards of Directors yearly to support their continued governance</li> <li>• # of social housing providers maintaining their participation in the social housing system</li> </ul>
<p><b>2.2.f.</b> Create the tools to retain affordable rental rates and stability of social housing beyond current operating agreements.*</p>	<ul style="list-style-type: none"> <li>• # of units retained post end of mortgage / end of operating agreements</li> <li>• # of providers retained in the social housing system post end of mortgage / end of operating agreements</li> </ul>

**Strategic Initiative 2.3: Increase supportive and specialized housing options.**

Actions	Key Measures
<p><b>2.3.a.</b> Develop a supportive and specialized housing model based on unique needs and local priorities.</p>	<ul style="list-style-type: none"> <li>• # of strategic partnerships established</li> <li>• # of projects advanced</li> <li>• # of new supportive and specialized housing units created</li> <li>• # of experts and leaders engaged, including those with lived experience</li> </ul>
<p><b>2.3.b.</b> Work across sectors and systems to create supportive housing solutions for individuals and families at risk of or experiencing homelessness.</p>	<ul style="list-style-type: none"> <li>• # of sectors engaged</li> <li>• # of housing solutions implemented</li> </ul>



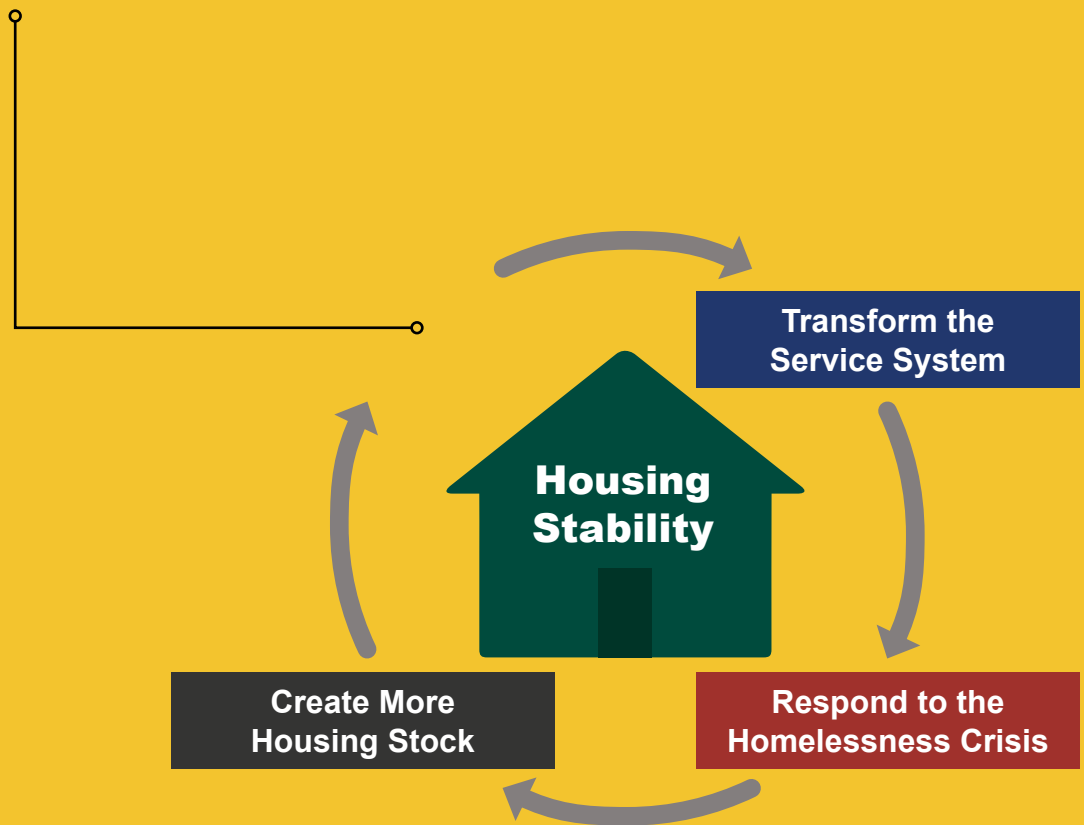
**Strategic Initiative 2.4:** Attract new and engage current partners towards affordable housing solutions.

Actions	Key Measures
<p><b>2.4.a.</b> Establish a network of sector leaders to develop new models of affordable housing.*</p>	<ul style="list-style-type: none"> <li>• # of sector leaders engaged</li> <li>• # of organizations supported by the Housing Development Corporation advancing affordable housing development</li> <li>• # of new units created</li> </ul>
<p><b>2.4.b.</b> Combine government programs and funding to create new affordable housing supply.*</p>	<ul style="list-style-type: none"> <li>• # of government programs leveraged</li> <li>• # of new units created</li> <li>• # of developments advanced through stacking funding</li> </ul>
<p><b>2.4.c.</b> Use foundations, land trusts, and other means to attract investment and resources into affordable housing.</p>	<ul style="list-style-type: none"> <li>• \$ amount attracted into affordable housing</li> <li>• # of land transactions</li> </ul>
<p><b>2.4.d.</b> Support the non-profit sector in the creation of new affordable housing.*</p>	<ul style="list-style-type: none"> <li>• # of non-profit housing corporations and co-operatives engaged</li> <li>• # of new units created for priority populations</li> <li>• \$ amount invested for capital upgrades</li> <li>• # of new supplement programs</li> </ul>



Strategic Area of Focus 3:

# Provide Housing Supports



## What We Heard...

# Londoners need supports to find housing and stay housed.

Through community consultation, the public told us there needs to be a focus on:

### Housing First

“Housing First is a good model, but it isn’t for everyone.”

“Need to expand Housing First to beyond chronically homeless individuals.”

“Housing First strategy has to be flexible enough to account for different kinds of groups.”

### Coordination and Centralization

“Having centralized intake to be able to divert ensures that clients end up in the best spot possible.”

“Design centralized access to formally serve a diverse range of clients (triage, case management).”

“Work with other agencies to ensure the best possible support.”

### Connection to Supports

“Integration into other processes in hospitals and jails is important, these discharges are complex.”

“Need to get all community agencies together so everyone is on the same page about how things are going to work.”

“Once people are housed, we cannot leave them alone without supports.”

### Community Belonging

“Establish a sense of community from the beginning. It shouldn’t be an afterthought.”

“Encourage neighbourhood belonging through scattered site housing.”

“Intentional community building.”



## What We Know...

We need better ways and more options to help people access the supports they need to stay housed.

**1,050** 


households were supported to maintain their housing between January and June 2019 through Housing Stability Bank loans for rental arrears.

**400** 

individuals and families have been housed with support through Housing First programs in London in the last five years.

 **3,300**

individuals have been housed within social housing in the last five years.

**88%** 

of those entering social housing are in need of additional supports to stay housed.

**5-7 Years** 

is the average wait time for social housing. The demand for social housing has grown 70% over the last two years.

Over **50%** of individuals housed in social housing are housed by London Middlesex Community Housing.

# What We Will Do...

## To provide housing supports.

### Goal:

Meaningful opportunities to secure and maintain stable housing.

### Result:

Increase the number of individuals and families who secure housing and stay housed.

### Strategic Initiative 3.1: Help individuals and families access housing stability services and solutions that best meet their needs.

Actions	Key Measures
<b>3.1.a.</b> Implement a centralized access system to assist individuals and families to meet their housing stability needs.*	<ul style="list-style-type: none"><li>• # of consultations held with diverse local communities, including those with lived experience</li><li>• # of tools and resources available to support individuals and families</li><li>• # of individuals and families supported</li><li>• # of sectors and agencies engaged</li></ul>
<b>3.1.b.</b> Implement a rapid housing program to support local priority populations.	<ul style="list-style-type: none"><li>• # of housing supplements provided</li><li>• # of coordinated conversations with the Violence Against Women sector</li><li>• # of organizations engaged who support priority populations</li></ul>
<b>3.1.c.</b> Implement a person-centred housing stability needs assessment to quickly and effectively serve individuals and families.*	<ul style="list-style-type: none"><li>• # and % of individuals and families who have completed assessments</li></ul>
<b>3.1.d.</b> Revise the current locally-driven eligibility rules and priority systems for social and affordable housing to better reflect need.*	<ul style="list-style-type: none"><li>• Average amount of time for newly eligible individuals to get housed</li><li>• # of individuals housed with supports</li></ul>



**Strategic Initiative 3.2: Implement coordinated access to mental health and addictions services and supports.**

Actions	Key Measures
<p><b>3.2.a.</b> Re-engage relevant sectors to assist individuals who present with physical health, mental health, addictions, and trauma.</p>	<ul style="list-style-type: none"> <li>• # of agreements established with mental health, physical health, and addictions service providers</li> <li>• # of people diverted from discharge to homelessness</li> </ul>
<p><b>3.2.b.</b> Strengthen partnerships with the health sector to provide opportunities for continuity of care in community.</p>	<ul style="list-style-type: none"> <li>• # of partnerships with the health sector</li> <li>• # of providers engaged in the housing with supports model of care</li> </ul>

**Strategic Initiative 3.3: Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.**

Actions	Key Measures
<p><b>3.3.a.</b> Work with individuals and families to determine their support needs and expand programs that assist them in moving towards their housing goals.*</p>	<ul style="list-style-type: none"> <li>• # of assessments completed</li> <li>• # of supplements provided</li> <li>• # of support services provided</li> <li>• # of facilitated housing transitions</li> <li>• # of subsidized units</li> </ul>
<p><b>3.3.b.</b> Support housing providers to help tenants reach their community of choice.*</p>	<ul style="list-style-type: none"> <li>• # of policies and practices implemented</li> <li>• # of supports available to housing providers</li> <li>• # of housing providers supported</li> <li>• # of housing providers offering subsidized units</li> </ul>





**Strategic Initiative 3.4: Strengthen and enhance the delivery of housing stability services.**

Actions	Key Measures
<p><b>3.4.a.</b> Provide education and supports for landlords and tenants to improve housing stability.*</p>	<ul style="list-style-type: none"> <li>• # of tenancy skills courses delivered to the community</li> <li>• # of development opportunities offered to the housing provider community</li> </ul>
<p><b>3.4.b.</b> Develop and implement an eviction prevention strategy to support housing stability.*</p>	<ul style="list-style-type: none"> <li>• # of evictions prevented</li> <li>• # of Landlord and Tenant Board hearings held for social housing tenants in London</li> <li>• Decrease in evictions across the system</li> </ul>
<p><b>3.4.c.</b> Implement additional housing stability programs that meet the needs of individuals and families.*</p>	<ul style="list-style-type: none"> <li>• # of programs across the housing stability system</li> <li>• # of new units made available for rapid rehousing purposes</li> </ul>
<p><b>3.4.d.</b> Work with community housing providers to support housing stability.</p>	<ul style="list-style-type: none"> <li>• # of new community housing units developed</li> <li>• # of women and children supported through the Housing First portfolio in the Violence Against Women sector</li> </ul>
<p><b>3.4.e.</b> Invest in and expand Housing First programs into other sectors.</p>	<ul style="list-style-type: none"> <li>• # of individuals supported through Housing First in the developmental services sector</li> <li>• # of youth supported through Housing First in collaboration with the Children’s Aid Society</li> <li>• # of individuals and families being discharged from hospital or jail supported through Housing First in collaboration with the health and justice sectors</li> </ul>



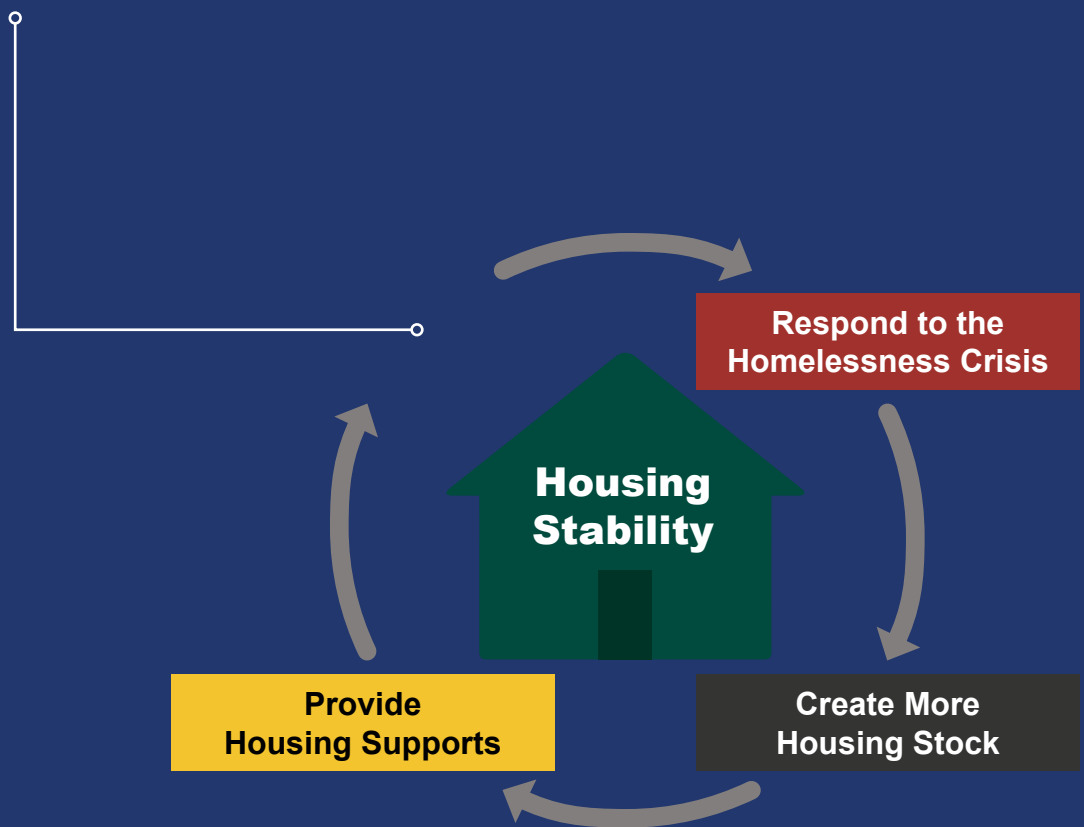
**Strategic Initiative 3.5: Assist individuals and families to move towards community integration and belonging.**

Actions	Key Measures
<p><b>3.5.a.</b> Work with landlords to connect residents to supports, services, and resources in their community.</p>	<ul style="list-style-type: none"> <li>• # of education activities to connect individuals and families with their community</li> </ul>
<p><b>3.5.b.</b> Work with individuals and families to determine the supports they need to move towards community belonging.</p>	<ul style="list-style-type: none"> <li>• # of consultations with individuals and families</li> <li>• # of individuals and families consulted</li> <li>• # of practices, services, and programs implemented to meets needs identified</li> </ul>
<p><b>3.5.c.</b> Work to increase income and provide employment opportunities for individuals and families.</p>	<ul style="list-style-type: none"> <li>• # of employment related support services made available to individuals and families</li> <li>• # of income related support services made available to individuals and families</li> <li>• # of individuals and families who had increased income</li> <li>• # of individuals and families who had improved employment opportunities</li> </ul>



Strategic Area of Focus 4:

# Transform the Service System



## What We Heard...

### The system needs to be easier to navigate.

Through community consultation, the public told us there needs to be a focus on:

#### Data Sharing

“Sharing data and information.”

“We need better data sharing.”

“There is a data piece to this. Looking forward to something in the Plan.”

#### Systems Integration

“Coordinated strategies are important from a systems perspective.”

“Standardize forms, tools, and language to ensure collaboration and working together.”

“Work together as one system towards one shared goal.”

#### London As A Leader

“Make London a leader in this!”

“Solutions don’t require a great capital investment. But, they do require willpower and bold leadership.”

“We need a unified approach to housing and homelessness.”

#### System Redesign

“Make it easy to navigate the system.”

“Improve the prioritization process. Have more conversations about what it means to be ‘vulnerable’.”

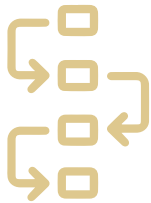
“We need a unified approach to housing and homelessness.”

## What We Know...

**We need to lead by example. A strong Housing Stability Action Plan needs to be managed as a system and all sectors and stakeholders need to be engaged.**



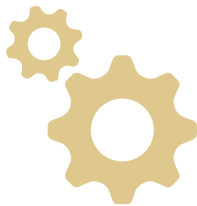
Housing instability impacts all sectors, such as labour market, health, corrections, education, etc. All orders of government have made housing stability and affordability a priority.



There is a need for a user-friendly system for individuals and families who require support to attain and retain housing.



The work related to housing stability requires engagement and partnership with multiple sectors to address the needs of individuals and families. All sectors need to work together towards a common goal of housing stability for all.



The housing stability system must be capable of promoting innovation and supporting initiatives that provide the greatest value to housing stability in London and area, provincially, and nationally.



# What We Will Do...

## To transform the service system.

### Goal:

Strong, sustainable, and integrated housing stability solutions developed collaboratively to respond to local needs.

### Result:

Increase in the ability of the housing stability system to address community needs.

**Strategic Initiative 4.1:** Redesign and implement a new housing system to better help individuals and families avoid homelessness and achieve housing stability.

Actions	Key Measures
<b>4.1.a.</b> Articulate a clear vision for the delivery of housing stability for all.*	<ul style="list-style-type: none"><li>• # of service areas and community partners committed to the vision</li><li>• # of communication materials developed that articulate the housing stability system</li></ul>
<b>4.1.b.</b> Create a community-based housing stability leadership working group to help guide the implementation of system change.	<ul style="list-style-type: none"><li>• # of working group meetings held</li><li>• # of shared services integrated through a single access point</li><li>• # of individuals accessing services through referrals</li></ul>
<b>4.1.c.</b> Develop shared standards of practice within municipal housing services and homeless prevention and across the housing stability system.*	<ul style="list-style-type: none"><li>• # of shared standards of practice developed</li><li>• # of shared standards of practice implemented</li><li>• # of service areas and partners engaged</li></ul>
<b>4.1.d.</b> Align existing priority lists and services within the housing stability system.*	<ul style="list-style-type: none"><li>• # of priority lists aligned</li><li>• # of services aligned</li><li>• # of shared clients identified</li><li>• # of shared clients provided housing</li></ul>
<b>4.1.e.</b> Maximize provincial and federal funding to meet agreement requirements and to enhance housing stability.	<ul style="list-style-type: none"><li>• \$ amount of provincial and federal funding secured</li><li>• # of contracts implemented with funded agencies by April 1<sup>st</sup> each year</li></ul>



**Strategic Initiative 4.2: Use data to drive decision-making to respond in real-time to the housing stability needs of individuals and families.**

Actions	Key Measures
<p><b>4.2.a.</b> Develop a data culture to ensure decisions are informed by local intelligence.</p>	<ul style="list-style-type: none"> <li>• # of service providers part of the Homeless Management Information System</li> <li>• # of data points without empty values or errors</li> <li>• # of data points available for decision-making</li> <li>• # of data points reported to the community (including the results of local homelessness enumeration)</li> </ul>
<p><b>4.2.b.</b> Investigate evidence-based models and practices and determine their suitability to London.</p>	<ul style="list-style-type: none"> <li>• # of evidence-based models and practices explored</li> <li>• # of evidence-based models and practices implemented</li> </ul>
<p><b>4.2.c.</b> Evaluate progress and report annually on housing stability efforts and metrics.*</p>	<ul style="list-style-type: none"> <li>• # of annual reports published</li> <li>• # of Housing Stability Action Plan actions completed</li> <li>• # of Housing Stability Action Plan metrics reported to the community</li> </ul>
<p><b>4.2.d.</b> Establish cross-functional teams that monitor changes to the housing market and determine the needs of priority populations.*</p>	<ul style="list-style-type: none"> <li>• # of emerging trends identified</li> <li>• # of solutions implemented</li> <li>• # of individuals housed within identified priority populations</li> </ul>



### Strategic Initiative 4.3: Be a local and national leader in housing stability.

Actions	Key Measures
<p><b>4.3.a.</b> Ensure municipal council has strong information from committees and community networks and other mechanisms to support housing stability.</p>	<ul style="list-style-type: none"> <li>• # of councillors participating on housing stability related committees</li> <li>• # of committees and community networks providing housing stability related information to Council</li> </ul>
<p><b>4.3.b.</b> Participate in provincial and national initiatives to solve homelessness.</p>	<ul style="list-style-type: none"> <li>• # of provincial initiatives participated in</li> <li>• # of national initiatives participated in</li> </ul>
<p><b>4.3.c.</b> Share results through reports, community engagement, education, and training opportunities.*</p>	<ul style="list-style-type: none"> <li>• # of reports developed</li> <li>• # of community consultations held</li> <li>• # of presentations delivered</li> <li>• # of training opportunities delivered</li> </ul>
<p><b>4.3.d.</b> Engage individuals with lived experience and foster opportunities for peer support in the community.*</p>	<ul style="list-style-type: none"> <li>• # of individuals with lived experience engaged</li> <li>• # of opportunities for individuals with lived experience to participate in the system</li> </ul>
<p><b>4.3.e.</b> Raise awareness of housing stability initiatives and efforts in the community.*</p>	<ul style="list-style-type: none"> <li>• # of outreach and awareness events held</li> <li>• # of news articles</li> <li>• # of social media posts</li> </ul>





# **Moving Towards Implementation**

## An Action Plan

The Housing Stability Action Plan is a community action plan intended to maximize the impact of all resources and efforts to support housing stability in our community.

Currently, there are existing strategies and actions within this Plan that have already been initiated as part of the ongoing business activities. Other actions remain subject to emerging government regulations, policies, and funding.

This Plan focuses on a broad range of actions that are linked together and all deemed as important steps to initiating and/or achieving the related goals within this five year plan, and continuing them into the next planning period.

The oversight and ongoing implementation of this Plan, including ongoing reporting, will be supported by the City of London, but will rely on the direct engagement and alignment of many organizations and sectors.

As immediate first step in the implementation process, this Plan will be submitted to:

- The City of London Municipal Council, as the designated provincial Service Manager, for concurrence and adoption;
- The Ontario Ministry of Municipal Affairs and Housing, for comment and acceptance as the local Homeless Prevention and Housing Plan under the Housing Services Act, 2011; and,
- Service Canada (and CMHC), as the local service plan for Reaching Home, the revised federal homeless prevention program under the National Housing Strategy.

The implementation approach provides a means for the City of London and municipal services to oversee communications, tracking of actions, and supporting the ongoing work that will be required within the proposed housing systems approach.

The following is an overview of the proposed implementation framework.

## How This Plan Will Be Implemented

To deliver on the strategies and actions identified, the City of London must immediately begin developing a full implementation plan. The City recognizes its leadership role as it relates to implementing the Plan, however, success is dependent on contributions from the entire housing stakeholder community. The implementation framework will build on the key measures identified, as well as outline the priorities, sequencing, and identify the contributors for specific action items.

The implementation plan will include:

- An overall governance structure;
- An overall strategy workplan with established organization leads;
- Prospective timelines to deliver specific action items;
- Progress updates; and,
- Communication and reporting, including measures and achievements to date.

The City of London and municipal services will be responsible for updating and supporting the work of the Plan. This will include public housing reports, local Council reports, and project specific updates. The City will also update the community on any changes within the housing environment as well as the overall progress on the Plan's objectives and outcomes.

The implementation framework and related tools will begin over the first quarter of 2020, subject to final approval from the Minister of Municipal Affairs and Housing.

## **How This Plan Will Be Monitored and Evaluated**

This City of London and related municipal services remains committed to providing the community with regular and transparent reporting on the progress of the Housing Stability Action Plan.

The Housing Stability Action Plan will be reviewed and updated on an ongoing basis, to ensure that data, information, and directions are relevant and objectives are being met. In addition, an evaluation tool with performance measures will be developed as a way to inform the decisions as they relate to the Housing Stability Action Plan.



# Appendix A: Definitions

The following terms are used in the Housing Stability Plan. Definitions are subject to change as new programs are developed and as the housing environment continues to evolve.

- **Action:** A specific initiative or project required to deliver on a strategy.
- **Affordable Housing (Programs):** Programs and investments from all orders of government that make the cost of housing more affordable in comparison to average market rent within the private rental market. These units are not social housing and are not managed through the centralized waitlist.
- **By-Name List:** A real-time list of all people experiencing homelessness in London. It includes a set of data points that support coordinated access and prioritization at a household level and an understanding of homeless inflow and outflow at a system level. This real-time actionable data supports triage to services, system performance, evaluation, and advocacy.
- **Centralized Waitlist:** A housing waitlist of all applicants eligible for social housing with a rent-gear-to-income assistance in compliance with the *Housing Services Act, 2011*.
- **Coordinated Informed Response:** A caring and compassionate response to support individuals who are street involved and sleeping unsheltered to find safe, alternative, solutions focused on housing.
- **Coordinated Access System:** A community-wide system that streamlines the process for individuals and families experiencing homelessness to access housing and supports.
- **Core Housing Need:** An internationally accepted measure of housing affordability. A household is deemed to be in core housing need if its housing meets at least one of the following:
  - **Inadequate** housing is reported by their residents as requiring major repairs.
  - **Unaffordable** housing costs more than 30% of total before-tax household income.
  - **Unsuitable** housing does not have enough bedrooms for the size and of the household.
- **Chronic Homelessness:** A period of homelessness lasting six months or more in the past year.
- **Community (Social) Housing:** An umbrella term that typically refers to either housing that is owned and operated by non-profit housing societies and housing co-operatives, or housing owned by provincial, territorial or municipal governments. The National Housing Strategy, generally refers to Community Housing as a term associated with any government funded permanent housing, including all social housing and affordable housing programs and projects.



- **Diversification:** When individuals and families are supported to find immediate housing arrangements before entering emergency shelter.
- **End of Operating Agreements / End of Mortgage:** Legacy agreements to provide social housing between government and housing providers. These agreements were time-limited, typically between 35 to 40-year periods. Many of which are now coming to an end. Some housing providers are no longer required to provide affordable or subsidized housing once their agreement expires or mortgage matures.
- **Goal:** Defines the intended change to be accomplished through the Plan.
- **Housing Affordability:** Safe, secure, and suitable housing that meets individuals' needs and ability to pay. Housing is considered to be affordable when a household spends 30% or less of its pre-tax income on adequate shelter.
- **Housing Development Corporation, London (HDC):** A corporation created by the City of London in 2015 and delegated with municipal (and provincial) Service Manager authority to promote and oversee the creation of new rental affordable housing developments. These activities include land development, partnership management, and other activities to assist the creation of more affordable housing through private and non-profit developers.
- **Housing First:** Access to permanent housing with supports.
- **Local Homelessness Enumeration Event:** Community events that engage Londoners to solve homelessness together. During enumeration events, volunteers survey individuals and families experiencing homelessness. Enumeration events assist the City of London, the Province of Ontario, the Government of Canada, and the Canadian Alliance to End Homelessness to have a stronger understanding of homelessness and are an essential part of our response to homelessness.
- **Local Priority Housing System:** A process in which individuals who are eligible for community housing are prioritized on the centralized waitlist.
- **London Middlesex Community Housing (LMCH):** The Local Housing Corporation (LHC) under the Housing Services Act, 2011 (HSA) with the City of London as regulated Sole Shareholder. LMCH is the largest provider of social housing.
- **Market Rent:** Housing that is privately owned by an individual or company who generally does not receive direct subsidies to purchase or maintain it. Rent prices are set by the private owner.
- **Measures:** A metric to track performance, process, or behaviours.
- **Municipal Services:** Services provided through the City of London (e.g., Finance, Planning, Development Services, Legal, and other service areas), and its established Boards and Commissions, including London Middlesex Community Housing and the Housing Development Corporation, London.



- **People:** The use of the word “people” throughout the Plan is in reference to both individuals and families.
- **Rapid Rehousing:** When individuals and families that have not been able to resolve their homelessness alone are helped to secure housing as quickly as possible.
- **Rent-Geared-to-Income (RGI):** A methodology to determine a tenant’s rent based on their income. In most cases, RGI is set at 30% of the household’s gross total monthly income. In this Plan, RGI is in reference to the administration of social housing as outlined in the Housing Services Act.
- **RentSmart:** A training program for current and prospective tenants that teaches people how to be good tenants, how to budget, and how to communicate with landlords, neighbours, and roommates. The RentSmart model is designed to build a common understanding between tenants and landlords.
- **Results:** Identifies the desired outcome related to actions towards achieving a goal.
- **Service Manager (SM) or Consolidated Municipal Service Manager (CMSM):** A level of government responsible for carrying out the funding and administrative responsibilities of provincial legislation, regulation, and policies.

The City of London is the Service Manager responsible for Homeless Prevention and Housing (and other programs) for the geographical area of London and Middlesex. Responsibilities for the housing Service Manager are laid out in the Housing Services Act, 2011, as well as in the associated agreement between the City of London and the Province of Ontario.

- **Social Housing (now often referred to as Community Housing):** Housing that is subsidized by a level of government. Social housing provides rent-geared-to-income assistance which is accessed through the centralized waitlist administered by the Service Manager.
- **Specialized Housing:** Housing that adapts building requirements and services to the unique needs of individuals and families, such as addiction, health, mental health, and trauma related concerns.
- **Strategic Area of Focus:** The priorities that guide the work to be completed through the Plan.
- **Strategic Initiatives:** The methods or plans to be used to achieve the goal.
- **Unsheltered Homelessness:** When an individual is sleeping in a makeshift, temporary physical structure set up in an urban environment or park or when an individual is sleeping in the open without a physical structure, such as a park bench or stairwell.



# Appendix B: Recent Efforts to Support Housing Stability in London

This Plan is built on the important foundational work that has taken place in the last few years.

- Homeless prevention service providers adopted new data sharing technology to better coordinate services to those they serve.
- The Coordinated Informed Response was launched to support individuals who are street involved and experiencing unsheltered homelessness.
- Through the implementation of Resting Spaces, 10 additional daytime and night time resting spaces have been made available to individuals experiencing homelessness who are demonstrating in-the-moment unpredictable and disruptive behaviours related to their substance use, mental health, and trauma that limits their eligibility to receive services.
- There has been a 21% decrease in individuals accessing shelter since 2011.
- There are six Housing First programs in London. Housing First programs in London focus on supporting individuals experiencing chronic homelessness, youth, street involved sex workers, families, and individuals involved in the justice system. Over 400 individuals and families have solved their experience of homelessness in the last five years through the support of Housing First programs.
- There have been four enumeration events held in the City of London. During the most recent enumeration event, which occurred in 2018, 73 community volunteers and 20 team leaders from homeless serving agencies surveyed 406 individuals and families experiencing homelessness in 15 locations in London.
- The City has initiated a Core Area Action Plan that outlines initiatives to respond to homelessness and health issues, safety and security, creating a positive environment, and attracting more people to the Core. This is a collaborative plan that involves a wide range of initiatives that will be delivered by a broad range of Core Area stakeholders.
- During London's 1st Housing Stability Week initiative, individuals and families experiencing homelessness were rapidly assessed and assisted to navigate housing and support services. Over 362 unique individuals completed assessments during Housing Stability Week and 83 people secured housing, including 62 adults and 21 children.
- The City has supported the development of a community driven, Indigenous-led housing and homelessness plan - Giwetashkad Indigenous Homeless Plan. This Plan represents culturally sensitive perspectives of community members with lived and living experience, as well sets out a vision of home as a place of safety and belonging for all peoples. The City has received the draft version of this Plan and is continuing to support this process.



- The City of London has initiated a community strategy to respond to persons residing in vulnerable conditions. As of 2018, the City has responded to 66 incidences and supported those individuals. The goal of the initiative is to ensure safer conditions of persons living independently in the community through an integrated community-based response focusing on standards and rules, protocols, communications and supportive actions.
- Over the last five years through the ongoing work of the Housing Access Centre, the City has support 32,000 individuals with their housing stability needs.
- Through partnership with London Health Sciences, the City is working closely with the Prevention and Early Intervention Program for Psychosis to connect housing with supports.
- Through partnership with LMCH, the City is piloting the delivery of RentSmart directly to tenants which promotes housing stability and tenant success and supported the Community Housing Resident Survey and received 491 responses.
- The City has also implemented a Social Housing Sustainability Pilot to provide capital funding to support the energy efficiency upgrades of social housing providers.
- The City continues to focus on supporting housing providers in maintaining buildings in proper condition for the health and safety of residents. The City is finalizing the Building Condition Assessment and Reserve Fund Analysis studies for all the community's social housing providers.
- Over 350 units have been added to the local affordable housing stock.
- Over 50 affordable rental housing units have been established through negotiations with developers for height and density.





# Appendix C: Overview of Plans

## City of London Strategic Plan 2019 – 2023

The strategies and actions found in this Plan support the five strategic areas of focus in the City of London's Strategic Plan 2019-2023, including strengthening our community, building a sustainable city, growing our economy, creating a safe London for women and girls, and leading in public services.

### The London Plan

The London Plan outlined a number of areas where municipal policies and permissions can improve housing stability. These policy areas are now being moved forward, including a Community Improvement Plan for affordable housing. Future policies will also provide opportunity to advance housing stability.

### The Core Area Action Plan

The actions in the Core Area Action Plan directly connect to the work to be completed through this Plan. Completing and implementing this Plan is listed as one of the 69 actions within the Core Area Action Plan.

### Provincial and Federal Plans

The review of the Plan is aligned to meet the Province of Ontario's expectations for Housing and Homelessness Plans laid out in the Housing Services Act, 2011. This Plan also incorporates the Government of Canada's National Housing Strategy, Ontario's Housing Supply Action Plan, Ontario's Community Housing Renewal Strategy, and Reaching Home: Canada's Homelessness Strategy. It also aligns with Ontario's land use planning framework, including the Provincial Policy Statement and the Growth Plan for the Greater Golden Horseshoe.

### Giwetashkad Indigenous Homelessness Plan

This Plan will integrate with the Indigenous Homelessness Plan to support access to culturally appropriate housing and homelessness services for Indigenous peoples. This includes engaging Indigenous organizations and communities and coordinating with Indigenous housing providers and service providers. The City of London will support the goals, objectives, and outcomes of the Indigenous Homelessness Plan.

### London Middlesex Community Housing Regeneration Plan

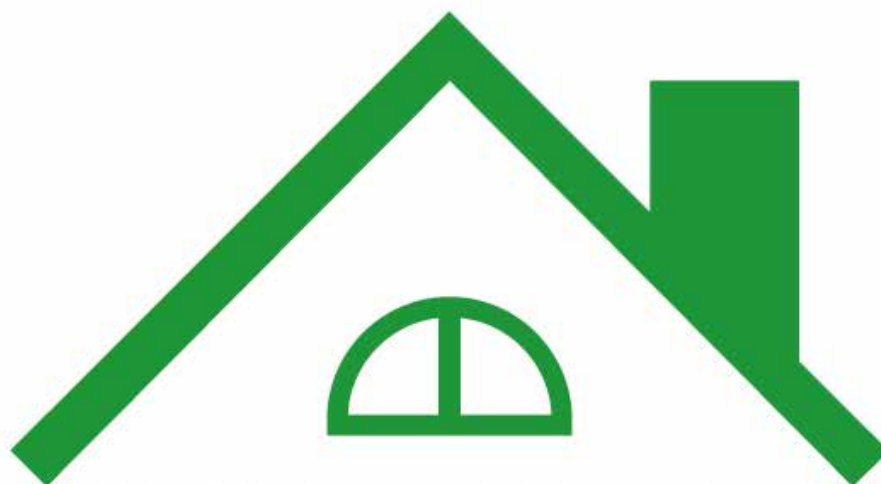
LMCH's regeneration strategy envisions the future of social housing within London-Middlesex's public housing stock. Through a consistent community informed process, regeneration activities will be the avenue to address current and future housing needs in the community.



# Appendix D: Middlesex County Homeless Prevention and Housing Plan



## Homeless Prevention and Housing Plan: 2019 - 2024 Middlesex County



**CHANGE  
BEGINS WITH  
CHOICE**



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## Acknowledgements

We would like to thank all the stakeholders, community members, community partners, and local municipalities for their valuable input into the plan.

## SECTION 1.0

# INTRODUCTION

### 1.1 ABOUT THE HOMELESS PREVENTION AND HOUSING PLAN

Homelessness and housing are issues that affect everyone living in Middlesex County. The Middlesex County Homeless Prevention and Housing Plan (Plan) commits to addressing housing and homelessness in Middlesex County.

This Plan incorporates the strategies and actions that will guide our work over the next five years. Housing and homelessness are community issues. This Plan calls on all sectors to work together to build solutions and move them to action.

The strength of this Plan is built from the experiences, insights, and ideas of our community stakeholders – individuals and families with lived experience, service providers, funders, advocates, residents, experts, and policymakers. This Plan also builds on the foundational work communities have been doing in Middlesex County to meet the needs of individuals and families.

The cost of implementing the plan will require the County to work with the City of London as the Service Manager and to pursue external funding sources and partnership opportunities where available.

This plan reflects that Change Begins with Choice.

### 1.2 THE PLANNING APPROACH

A five-phase approach was used to prepare this Plan, including:

1. Research (January – March 2019): A review of evidence-based practices was conducted to explore options, opportunities, and solutions to address homelessness and housing in communities of a similar size to Middlesex.
2. Consultation (April – May 2019): Community members and stakeholders were invited to share their ideas and insights through an online survey. A total of 236 individuals responded.
3. Consultation with local municipalities and planners (May 2019)
4. Strategy Development (June – October 2019): Strategies and actions were developed using the results of the research and community consultation. The strategies and actions will guide our work over the next five years.
5. Plan Review and Approval (November – December 2019): The Plan was reviewed and approved by County Council.

### 1.3 CONNECTION WITH THE CITY OF LONDON

The City of London is the provincially designated Service Manager as it relates to housing for the City of London and Middlesex County. The Service Manager is responsible for Homeless Prevention and Housing for London and Middlesex. Responsibilities for the housing Service Manager are laid out in the Housing Services Act, 2011, as well as in the associated agreement between the City of London and the Province of Ontario.

The responsibilities related to homelessness are delivered in the County through contracted service agreements with Middlesex County. Actions related to Middlesex County, as they relate to the Service Manager responsibilities, can be found throughout the City of London's Housing Stability Plan.

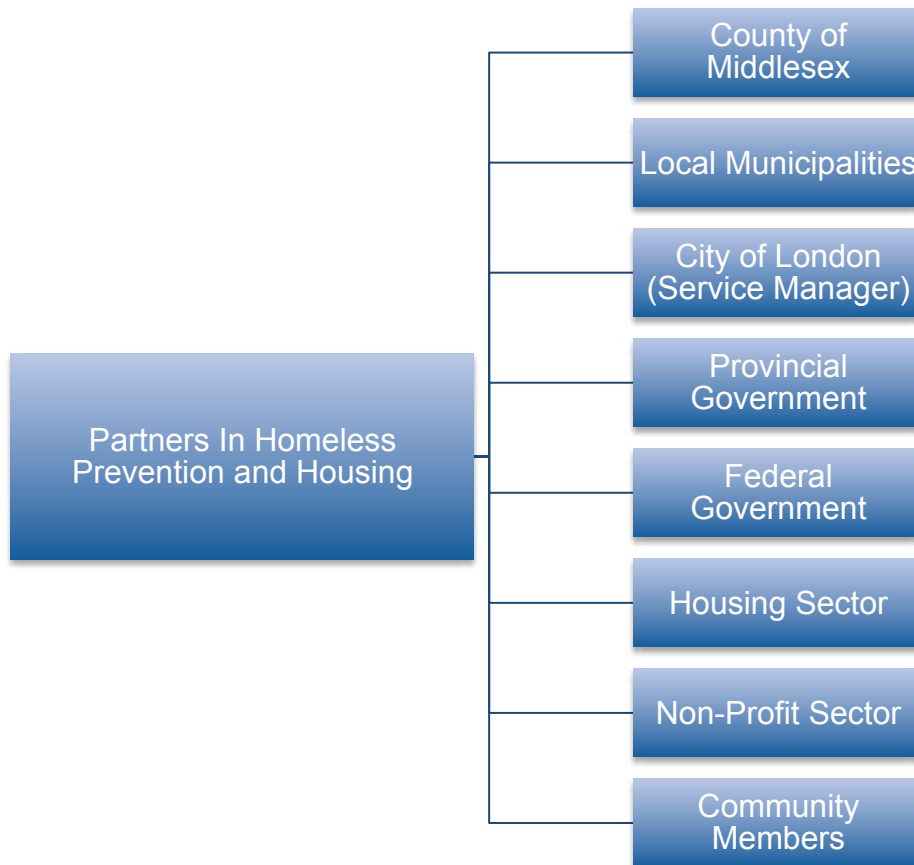
At the same time, there are also many functions and roles related to housing stability that reside within the County of Middlesex and local municipalities, such as planning, land management, and community engagement that support and inform related services and programs. This Plan addresses the growing challenges of housing affordability and stability that present across the County in different ways.

This Plan provides strategies and actions that are tailored to Middlesex County but must be read in conjunction with the 'Housing Stability For All – The Housing Stability Plan for the City of London 2019-2024'.

The 'Housing Stability For All – The Housing Stability Plan for the City of London 2019-2024' has been prepared to meet updated Provincial requirements for housing and homelessness plans established by the Policy Statement: Service Manager Housing and Homelessness Plans and the Housing Services Act, 2011 (HSA). The updated Plan will also ensure that the communities (City of London and County of Middlesex) are able to respond to the opportunities identified in the National Housing Strategy, Ontario's Community Housing Renewal Strategy, and any other future Provincial and Federal housing and homelessness initiatives.

## 1.4 A COLLABORATIVE APPROACH

Housing and homelessness are complex issues. A collaborative approach, with all sectors and stakeholders working together, will be required to successfully implement the work outlined in this Plan. Our partners in this Plan include:



## SECTION 2.0

# WHAT'S HAPPENING IN MIDDLESEX COUNTY

### **Middlesex County residents are experiencing homelessness.**

- In total, 1,648 individuals and families experiencing or at-risk of experiencing homelessness were provided with services and supports between 2018 and 2019.
- Other than a Domestic Violence Against Woman (DVAW) emergency shelter, there are no emergency shelters in Middlesex and limited temporary/transitional housing solutions for vulnerable individuals (youth & male).
- The County of Middlesex receives funding through the Provincial Community Homelessness Prevention Initiative (CHPI). For the 2019-2020 Provincial funding allocation the County received \$113,000 to address key concerns for our most vulnerable population.
- The County of Middlesex does not receive any funding from the Government of Canada Homeless Partnering Strategy (HPS).

### **The population is growing, resulting in increasing demand for housing.**

- Between 2011 and 2016, the population of Middlesex County grew from 70,903 to 78,558. The population is expected to increase 13.6% by 2026.<sup>1</sup> With an increasing population comes an increase in demand for housing.

### **Many households in Middlesex County are spending too much on housing.**

- In total, 45% of renters in Middlesex County area spending more than 30% of their income on housing costs.<sup>2</sup>

### **Some households in Middlesex County are not able to cover basic costs such as rent and food.**

- Approximately 10% of Middlesex residents live in low-income households and struggle to pay bills and put food on the table.<sup>3</sup>

### **Finding affordable housing in Middlesex County is difficult.**

- The current vacancy rate 1.5%.<sup>4</sup> This equates to no available housing.

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<sup>1</sup> <https://www.investinmiddlesex.ca/data-centre/population-projections-and-age>

<sup>2</sup> <http://unitedwayem.ca/wp-content/uploads/2019/01/FactsSheet-Middlesex-FINAL.pdf>

<sup>3</sup> <http://unitedwayem.ca/wp-content/uploads/2019/01/FactsSheet-Middlesex-FINAL.pdf>

<sup>4</sup> <https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/095011/5/Remainder%20of%20CMA>

**The average rent is not affordable to many residents.**

- The average cost of rent for a two-bedroom apartment is \$901 per month.<sup>5</sup> For an individual who earns minimum wage working in retail or the service industry, “affordable” is \$765 per month.

**Home ownership is not affordable to many residents.**

- The average sale price of a home in Middlesex County is \$482,569.<sup>6</sup> A household would need a minimum of \$100,000 a year to secure mortgage. In comparison, the median household income in Middlesex County is \$86,870.<sup>7</sup>

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<sup>5</sup> <https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/095011/5/Remainder%20of%20CMA>

<sup>6</sup> <https://www.lstar.ca/sites/default/files/statistics/2019-October-LSTAR-Residential-Market-Activity.pdf>

<sup>7</sup> <https://www.investinmiddlesex.ca/why-middlesex/quick-facts>



## SECTION 3.0

# WHAT WE HEARD FROM THE COMMUNITY

To ensure the Homeless Prevention and Housing Plan reflects the needs of Middlesex County, community members were invited to participate in a survey. Below is a snapshot of what we heard:

### Top 5 Most Pressing Housing Issues In Middlesex County

- |  |     |
|--|-----|
| 1. Lack of affordable housing  | 86% |
| 2. Lack of rental housing  | 50% |
| 3. Long wait lists for mental health and/or addiction support services | 38% |
| 4. Lack of emergency housing   | 30% |
| 5. Lack of income  | 25% |

### Top 10 Things Needed To Help People Find and Maintain Safe, Adequate, Affordable Housing

- |  |     |
|--|-----|
| 1. More affordable housing                                       | 86% |
| 2. More rent subsidies   | 53% |
| 3. Increase in rental housing supply                             | 49% |
| 4. Emergency shelter and transitional housing                    | 43% |
| 5. More housing supports to maintain housing                     | 41% |
| 6. Coordinated access to services                                | 36% |
| 7. More education and awareness of current programs and supports | 32% |
| 8. Support services  | 29% |
| 9. More housing linked to support services                       | 28% |
| 10. Greater system integration and collaboration                 | 20% |

### Respondents said they expect the following housing challenges in the next five years:

#### Shortages Of Affordable Housing

- “Not enough affordable housing”
- “Affordable housing is a significant concern.”
- “Severe shortage of affordable options.”

#### Increased Poverty and Homelessness

- “More people experiencing homelessness.”
- “More people will not be able to afford housing.”
- “More homelessness if no strategies in place.”

#### Substance Use and Mental Health

- “Chronic substance use and mental health.”
- “Increased level of mental health needs.”
- “The need for mental health and substance use services is on the rise.”

When asked to identify the one priority action for the Plan, **60%** of respondents chose ‘Expand Affordable Housing’.

### Strategies respondents recommended were:

1. Increase the supply of affordable housing
2. Provide immediate solutions to address homelessness
3. Offer emergency financial supports
4. Provide education and awareness about housing and homelessness
5. Implement coordination and collaboration across the service system

## SECTION 4.0

# THE PLAN

### 4.1 HOUSING

#### Vision

Every Middlesex County resident has opportunity to access the type of housing they need in their community.

#### Strategic Priorities

The vision will be achieved by focusing on four strategic priorities in the area of housing. These are:

1. Affordability
2. Range of Housing Options
3. Housing Supports
4. Service Coordination

The actions to be taken in each of these strategic priorities are noted below, along with timelines for implementation.

#### Strategic Priority 1: Affordability

**Goal:** Increase in affordable, quality, and mixed housing options.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Explore use of publicly owned, available lands for additional affordable housing units.	# of publicly owned lands considered for use related to affordable housing					
Promote opportunities for redevelopment.	# of events or engagements to promote opportunities for redevelopment # of redevelopment projects approved # of redevelopment projects advanced					
Highlight the opportunities that exist in the County to fast track development approvals.	# of events, engagements, or activities to highlight opportunities that exist to fast track development approvals					

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Make stakeholders aware of external funding opportunities (i.e. Federal, Provincial).	# of funding sources promoted or shared # of stakeholders informed of funding opportunities # of stakeholders who access funding opportunities					
Encourage local municipalities to promote affordable housing.	# of events, engagements, or meetings with local municipalities to encourage promotion of affordable housing					
Identify and share best practices in affordability.	# of best practices identified # of best practices shared with partners					

## Strategic Priority 2: Range of Housing Options

**Goal:** Increase in range of housing options available.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Review inventory of housing stock (inventory) in Middlesex County.	100% completion of the housing stock (inventory) review					
Encourage local municipalities to promote a range of housing options.	# of events, engagements, or activities to encourage local municipalities to promote a range of housing options					
Provide local municipalities with educational material about housing options and affordability.	# of educational resources prepared # of educational resources distributed					

### Strategic Priority 3: Housing Supports

**Goal:** Increase in supportive and specialized housing available.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Explore supportive and specialized housing opportunities.	# of strategic partnerships established related to supportive and specialized housing opportunities # of projects advanced # of new specialized units created					
Leverage current units as transitional housing units, i.e. YOU, LMCH.	# of current units designated as transitional housing units					
Advocate for additional support services across the County.	# of advocacy activities # of additional support services secured					
Explore the use of innovative programs to encourage inclusive access to housing i.e. Rent Smart.	# of programs implemented					

### Strategic Priority 4: Service Coordination

**Goal:** Increase in service coordination and collaboration across the system.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Advocate for County access to funding to meet service goals.	\$ of additional funding received					
Identify and leverage partnership opportunities with all stakeholders, i.e. local municipalities, service clubs, churches, property owners, settlement services, etc.	# of strategic partnerships developed					

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Schedule presentations to County Council from London Middlesex Community Housing and City Housing Department.	# of program updates and presentations arranged					
Coordinate activities between stakeholders.	# of activities coordinated					

## 4.2 HOMELESS PREVENTION

### Vision

Every Middlesex County resident has opportunity to access the type of housing they need in their community.

### Strategic Priorities

The vision will be achieved by focusing on four strategic priorities in the area of homelessness. These are:

1. Temporary Housing Options
2. Housing Retention
3. Supports
4. Service Coordination

The actions to be taken in each of these strategic priorities are noted below, along with timelines for implementation.

### Strategic Priority 1: Temporary Housing Options

**Goal:** Decrease in the number of individuals experiencing homelessness.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Work with community partners to identify, explore and develop innovative ideas.	# of temporary housing options explored and/or implemented # of individuals at-risk of homelessness or experiencing homelessness housed					
Identify and share best practices in temporary housing.	# of best practices identified # of best practices implemented					

## Strategic Priority 2: Housing Retention

**Goal:** Increase in the number of individuals who secure and retain housing.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Build a plan and strategy around Housing First Model.	100% completion of Housing First plan and strategy					
Explore the use of innovative programs to encourage inclusive access to rental properties, i.e. Rent Smart.	# of partnerships developed with landlords # of programs implemented # of individuals experiencing homelessness who secure housing # of individuals at risk of homelessness who remain housed					
Work with community partners to identify and explore innovative ideas, i.e. Housing Access Centre, London Middlesex Community Housing, City of London.	# of innovative initiatives implemented # of individuals experiencing homelessness who are rapidly rehoused # of individuals at risk of homelessness who remain housed					

## Strategic Priority 3: Supports

**Goal:** Increase in the availability access to services and supports for individuals at-risk of or experiencing homelessness.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Create an inventory of services to share with the community for better system navigation.	100% completion of an inventory of services # of community partners represented in the inventory of services # of individuals who access the service inventory					
Advocate for additional support services across the County.	# of advocacy activities # of additional support services secured					

## Strategic Priority 4: Service Coordination

**Goal:** Increase in the availability access to services and supports for individuals at-risk of or experiencing homelessness.

Strategic Initiatives	Key Measures	Year 1	Year 2	Year 3	Year 4	Year 5
Continue to allocate CHPI funding to meet identified community need.	# of individuals experiencing homelessness who obtain and retain housing ( <i>CHPI Outcome</i> ) # of individuals at risk of experiencing homelessness who remain housed ( <i>CHPI Outcome</i> )					
Conduct a homeless prevention enumeration event every two years.	# of enumeration events implemented # of individuals surveyed through the event # of community partners that participate					
Create an awareness campaign about homelessness.	# of individuals reached through the campaign					
Look for funding opportunities that support community need.	# of funding opportunities identified and secured \$ in new funding secured					
Continue to support and be involved with community tables.	# of community tables supported/involved with # of hours contributed to community tables					
Ensure that the diverse needs in our communities are being considered.	# of events, forums, or opportunities for community members to identify needs # of programs or projects implemented to address the needs of the community # of individuals served through the programs					
Identify and leverage opportunities to work with community partners.	# of partnerships or collaborations established # of partners engaged					



# Appendix E: The Housing Stability Action Plan Development Process

The following outlines the process undertaken to develop the Housing Stability Action Plan.

## Phase 1: Needs Assessment

An environmental scan was conducted, which included a review of national, provincial, and local data, reports, policies, and strategic plans as they relate to housing stability. A review of the literature was also completed to investigate emerging trends, best practices, and expert opinion.

## Phase 2: Public Consultation

The public consultation process engaged Londoners in identifying strategies and actions related to housing stability to be addressed over the next five years. The public participated in the following ways:

- **Online Survey** – The public was invited to share their ideas about specific themes related to housing stability in London through an online survey. In total, 91 individuals responded to the online survey.
- **Community Conversations** – The public was invited to hold their own community conversations. The Community Conversation Toolkit provided everything an individual or organization required to facilitate a community conversation. In total, 192 individuals participated in community conversations.
- **Public Consultations** – Five public consultations were held to provide an opportunity to review and provide feedback on draft strategies to be included in the Plan. In total, 230 individuals participated in the public consultations.

## Phase 3: Strategy Development

Responses gathered through the public consultation were analyzed, themed, and summarized. The results from the public consultation, along with several other sources, including City Council/Committee conversations, municipal plans, ministry guidelines, and federal requirements, were used to develop strategic priorities, strategic initiatives, actions, and measures for the Plan.



## **Phase 4: Strategy Validation**

An open house was held to provide an opportunity for members of the public to re-engage and review the strategies and actions to be included in the Plan using a drop-in format. When reviewing the strategies and actions, members of the public were asked to comment on what resonated with them, what was missing, and how they could help. In total, 98 individuals attended and provided feedback.

## **Phase 5: Plan Approval**

The insights gathered through the open house were used to finalize the strategies and actions to be included in the Plan. The Plan was then written, combining the data, evidence, and information gathered through the needs assessment, public consultation, and strategy validation process to ensure the voice of the community is well-represented throughout the Plan.



## Appendix F: End Notes

- 1 City of London. (2016). London Census: Fact Sheet 1. Retrieved from: [https://www.london.ca/About-London/community-statistics/population-characteristics/Documents/1-populationanddwelling2016final\(003\).pdf](https://www.london.ca/About-London/community-statistics/population-characteristics/Documents/1-populationanddwelling2016final(003).pdf)
- 2 Policy and Planning Support. (2016). City of London – Community Profile. Retrieved from: <https://www.london.ca/About-London/community-statistics/neighbourhood-profiles/Documents/City of London Community Profile.pdf>
- 3 London & St. Thomas Association of Realtors. (2019). September – Another Strong Month For Real Estate. Retrieved from: <https://www.lstar.ca/news/september-another-strong-month-real-estate>
- 4 Statistics Canada. (2017). London [Census metropolitan area], Ontario and Ontario [Province] (table). Census Profile. 2016 Census. Statistics Canada Catalogue no. 98-316-X20165001. Ottawa. Released November 26, 2017. Retrieved from: <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/index.cfm?Lang=E>
- 5 City of London. (2018). Counting Our Way Home: London’s 2018 Community Enumeration Event Results. Retrieved from: <https://www.london.ca/residents/homeless-prevention/Documents/171030028-COL-Enumeration-Event-2018-Summary-Report-EMAIL-WEB.pdf>
- 6 All references to the Homeless Prevention and Housing Plan within the City of London’s Strategic Plan 2019 – 2023, The London Plan, and other local plans refer to this document.
- 7 Based on Ontario Human Rights Commission. Housing as a Human Right. Retrieved from: <http://www.ohrc.on.ca/en/right-home-report-consultation-human-rights-and-rental-housing-ontario/housing-human-right>





# Housing Stability Action Plan – An Overview

Community and Protective Services Committee

[london.ca](http://london.ca)

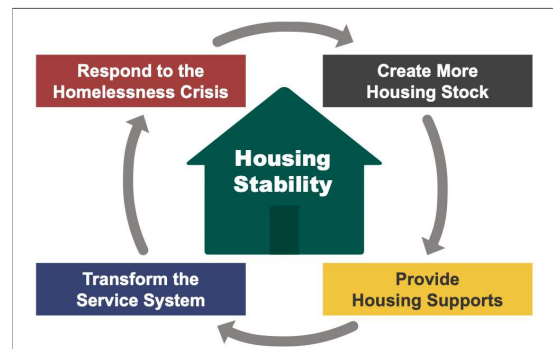
December 3rd, 2019



## What is happening?

- Over the last year, the City of London, in consultation with the community, has updated the Homeless Prevention and Housing Plan.
- The Plan will set a new strategic framework and vision that will align the housing community towards a single housing stability system.

### *Housing Stability for All*



[london.ca](http://london.ca)



## What do we know?

- London's population is changing, putting pressure on the housing system.
- Londoners need support to find and keep housing.
- There is not enough housing where it's needed most.
  - Individuals and families are increasingly in need of deep rental affordability.
  - Rental housing may not be attainable to Londoners.
  - Home ownership is no longer attainable to many.

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See Pages 6-7 of the Housing Stability Action Plan for further analysis



## What did we hear from the Community?

### Decreased Emergency Shelter Use

"The focus needs to be on minimizing shelter use and the length of time in shelter."

"Integrating a Housing First focus into shelters is a good step forward."

"Focus on shelter diversion."

### Coordination and Centralization

"Having centralized intake to be able to divert ensures that clients end up in the best spot possible."

"Design centralized access to formally serve a diverse range of clients (triage, case management)."

"Work with other agencies to ensure the best possible support."

### Housing Affordability

"We need new affordable housing in London."

"We need many more affordable homes and apartments built. It must be a priority."

"If we do not have safe, clean, affordable housing options, the issues are not going to get better."

### London As A Leader

"Make London a leader in this!"

"Solutions don't require a great capital investment. But, they do require willpower and bold leadership."

"We need a unified approach to housing and homelessness."

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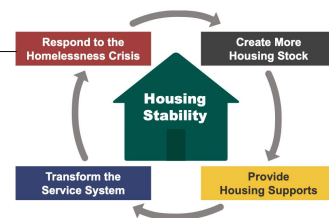
# What do we need to do together?

## Respond to the Homelessness Crisis

- More people are experiencing homelessness and with more complex needs than ever before.
- There is a need to work differently with clients to better understand their needs and help them access services quickly.

[london.ca](http://london.ca)

### Housing Stability For All



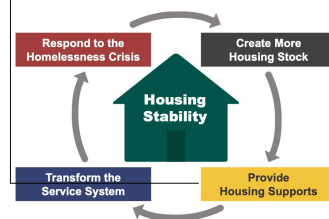
# What do we need to do together?

## Provide Housing Supports

- Create better ways to access housing.
- People needing housing are stuck in a market with few options and no centralized way of getting meaningful help.
- There is a need for more options to help people access the supports they need to stay housed.

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### Housing Stability For All





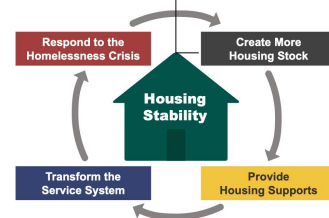
# What do we need to do together?

## Create More Housing Stock

- There is a need for more affordable housing stock in our community.
- The shortage of safe, affordable housing options is impacting the stability and health of people.

[london.ca](http://london.ca)

### Housing Stability For All



# What do we need to do together?

## Transform the System Service

- Lead by example.
- A strong Housing Stability Action Plan needs to be managed as a system and engage all sectors and stakeholders.
- There is a need to measure, manage, and respond to the things that change the housing market.

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### Housing Stability For All





# What are the key enablers of this Plan?

- The success of this Plan requires:
  - The City of London and Municipal Services (e.g., LMCH, HDC etc.) taking a leadership role.
  - All services, sectors, governments, and residents working together to address the rapidly changing and complex housing stability needs in the community.
  - Investment.

Housing Stability Action Plan – Shared Leadership Model



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# Are we aligned with other related plans?

## The Plan is aligned with:

- The City's Multi-Year Strategy, London Plan, and other related local initiatives.
- Middlesex County - where the City is the Service Manager. It also supports the County's independent "Change Begins with Choice" overall homeless prevention and housing plan.
- The National Housing Strategy and Ontario's related housing plans.



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See Plan page 49 and 50 for related details and plans





## How will this Plan be implemented?

- To deliver on the strategies and actions identified, the implementation framework will build on the key measures identified, as well as outline the priorities, sequencing, and identify the contributors for specific action items.
- The implementation plan will include:
  - An overall governance structure;
  - An overall strategy work plan with established organization leads;
  - Prospective timelines to deliver specific action items;
  - Progress updates; and,
  - Communication and reporting, including measures and achievements to date.

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# Thank you

December 2019

### **Housing Stability For All**

The Housing Stability Action Plan for the City of London  
2019-2024



Community and Protective Services Committee

December 3rd, 2019

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<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>CATHY SAUNDERS CITY CLERK</b>
<b>SUBJECT:</b>	<b>REQUEST FOR RENAMING A PORTION OF A MULTI-USE PATHWAY TO JANE BIGELOW PATHWAY (WELLINGTON STREET TO ADELAIDE STREET)</b>

**RECOMMENDATION**

That, on the recommendation of the Civic Administration, the request to name a portion of the south branch of the Thames Valley Parkway (the pathway) that runs from Wellington Street to Adelaide Street the “Jane Bigelow Pathway, BE APPROVED.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

None.

**BACKGROUND**

Ann Bigelow and David Bigelow, the children of Jane Bigelow have submitted the attached (Appendix “A) letter in support of the request to “consider naming the south branch of the bike pathway along the Thames Valley Parkway that runs from Wellington Street to Adelaide Street” after their mother, Jane Bigelow, the first female Mayor of the City of London. The above-noted letter indicates that Jane Bigelow, during her tenure as Mayor and appointment to the Public Utilities Commission, was instrumental in the introduction of bicycle paths in the city. They indicate that their mother “truly believed that cities should be places that people could get around by foot or bike, as they preferred” and therefore the development of a bike pathway would provide greater accessibility for residents.

Review of Council’s Policy entitled “Naming/Re-naming or Dedicating of Municipal Property, Buildings and Park Elements Policy”

The Council Policy entitled “Naming/Re-naming or Dedicating of Municipal Property, Buildings and Park Elements Policy” states the following:

- 4.3 a) Priority (in order of preference) shall be given to continuing the current naming/re-naming practice of City of London property and buildings after:
  - i) the area or planning district in which the property or building is located to provide a geographical association to help the public to locate to a park, bridge or building more easily;
  - ii) the most dominant “constant feature either within or nearby” the selected site such as an associated significant ecological or natural resource feature;
  - iii) an historical name related to London’s heritage and/or historical folklore;
  - iv) an event or person of international, national or provincial significance; or
  - v) an organization (or individual, with the exception of election officials currently in office) to recognize:

- particular activities and significant contributions to the London community and/or society; and/or
  - outstanding contributions and/or sponsorships made toward the development and/or enhancement of a property or building.
- b) Preference shall be given to naming City of London Elements (within parks or buildings) after an organization or an individual.

When a name of an organization (or an individual) is being considered, the Policy indicates the contribution they have made to the public life and the well-being of London should be considered and approval shall be obtained from the individual (their family) or the organization for such naming. Documentation in support of these requirements is attached as Appendix “A” and Appendix “B” to this report.

The Policy indicates that names shall be unique and name duplication and similar sounding names shall be avoided.

Applicants are to assume responsibility for securing consensus with the community with respect to the application. Opposition to the application must be addressed by the applicant.

The Policy further indicates that the applicant is to consult with external stakeholders in the community and identify possible objections and/or positive responses to determine the level of support for the requested civic naming.

Councillor Josh Morgan has submitted the attached email (Appendix “B”) in support of the Application.

Application Review

The Application is to name a portion of the south branch of the Thames Valley Parkway (the pathway) that runs from Wellington Street to Adelaide Street the “Jane Bigelow Pathway”. Other portions of the Thames Valley Parkway have been named as follows:

- Terry Fox Parkway in Greenway Park
- Wolf Parkway in Harris/Gibbons Park
- Maurice Chapman Parkway in Springbank Park

The Municipal Addressing Advisory Group has indicated no concerns with the Application.

Parks & Recreation has indicated no concerns with the Application, noting that other similar requests for the Thames Valley Parkway have been approved.

Financial Implications

The Civic Administration has advised that the cost to place signage is minimal and can be absorbed within Parks Planning & Operations’ annual budget.

<b>PREPARED BY:</b>
<b>CATHY SAUNDERS CITY CLERK</b>

## APPENDIX "A"

August 7, 2018

City of London  
300 Dufferin  
Avenue, London,  
ON  
N6A 4L9

Attention: Ms. Cathy Saunders, City Clerk

We are writing to request that Council consider naming the south branch of the bicycle pathway that runs from Wellington Street to Adelaide Street after our mother, Jane Bigelow. Our mother was the first woman mayor of London, elected in 1972, and continuing until 1978. She was born in 1928 in Toronto, the daughter of Margaret and Edward Dillon, and grew up in Toronto. Prior to and after her election to the Mayor's office, Jane was a member of Board of Control for multiple terms.

The following are our memories of growing up as her children:

Ann Bigelow:

I was talking to my Mom about this earlier this summer, and she told me that back when she was mayor, the PUC looked after recreation services, and because of her position, she was on the PUC. My Mom was an avid user of her bike. She wasn't an athlete by any means, but she truly believed that cities should be places that people could get around by foot or bike, as they preferred. She did not support roads, although realized they were necessary. She thought the City should be more accessible. So, as an avid user of her bike, she spent time in the park system and noticed that there were trails that people were using to get around. She thought these trails could be improved and that a system of trails could be developed, and she was able to convince the PUC to take some action by paving some trails.

She used to ride around the City with our dogs, Figgy and later Teddy, in the wicker basket of her bike. Even though we only lived a block and a half away from City Hall, she rode her bike there whenever she could. My brother and I never got rides anywhere, we rode our bikes, walked or took the bus when we needed to go anywhere.

My Mom turned 90 on June 9, 2018, and she can't ride a bike anymore. I would say, that among her regrets about her loss of abilities as she has aged, this is one of the most profound. When she sees someone on a bike she says she is jealous. Almost every time I see her, she says she wishes she could ride a bike.

I asked her about what part of the bike trails she might want to have named after her, and she said her favorites are the one from downtown to around Greenway, or the one that begins at the bridge on Wellington Road South and goes east along the river. But, really, she would feel honored by any portion being named for her. It's been my silly personal dream that someday the bike trails in London would be known as the "Bigelows".

David Bigelow:

Last weekend when I spoke to my 90 year old mother by telephone she had just returned to her apartment from a half hour ride on a stationary bike. As she always does, she mentioned how she wished she could still ride a real bicycle. My mother has always been a believer in cities being more than collections of people and buildings. Rather, they are communities where people live, work, play, raise families and make lasting friendships. They are also places that require active participation by those who live there. My mother's vision for London included a clean and well maintained community with a variety of parks, including both large and small green spaces, accessible to all. She also imagined a city with a system of bike paths that could be used both recreationally and as a means of transportation. Bike paths were a bit of a novelty back in the 1970's but now communities the world over, including my home town of Nanaimo, are working to establish them as central to the city.

Growing up in the 1970s, bicycles were both a source of transportation and also a source of recreation. From a fairly early age, straight through high school, I made spending money by delivering newspapers. I vividly remember my first paper route. I struggled so much to lift a bundle of 30 copies of the Saturday Globe and Mail that I would deliver half of them and then return for the second batch. After a while it became no problem to lift the entire lot into the carrier of my rickety old one speed bike with the banana seat and monkey handle bars. With money saved from paper routes I bought my first ten speed bike. It cost over \$100, a lot of money for a young teenager in the 1970s. Only once, a particularly snowy Christmas morning, in all those years did my mother ever drive me to deliver papers – every other day it was just me and my bike.

When I was ten or eleven I had my sights set on becoming a professional hockey player and told my mother I wanted to join a team. She replied that if I was serious about this I would have to get myself out of bed and find my way to the 5:00am practices. It turns out I wasn't really that serious about making the NHL after all. However, in high school I took up competitive rowing.

This required me to attend early morning practice sessions on Fanshawe Lake. I remember many fall mornings cycling from downtown London to the lake for practice and then cycling back home for morning classes at Central Secondary, a feat my 57 year old body can no longer fathom. Such was the life of a teenage Bigelow!

Our family time often included summer bike rides along the river. During one such ride my mother pointed out that with one exception, all of the parks in London were named after men. The exception, of course, being Victoria Park. I don't know if this is still the case but it was an observation that has stayed with me all these years. My mother was once invited to a local elementary school. Expecting the Mayor to arrive by limousine, they rolled out a red carpet.

Much to their surprise, the limousine turned out to be a bicycle, powered by the Mayor herself!

Dave only makes it back to London once or twice a year, but Ann lives in London. When Dave is in London, and weekly for Ann, when we are doing shopping in London, our last name is regularly recognized by people. It is always an amazing experience to have complete strangers tell us how much our mother inspired them. Although this has nothing to do with her bike riding, we are regularly reminded about the national controversy our mother caused by refusing to wear a hat when she met Queen Elizabeth in 1973. These are all fond memories of our Mother's impact on the City, and they are a fine tribute to her legacy. It is a combination of her personal integrity, her unwavering defense for the fair treatment of women, and a passionate vision of a healthy city where all can truly live their best lives, that has left a mark in the hearts of so many people.

Our mother would be deeply honoured should the city choose to name a portion of the bike path after her. I hope you agree that such an honour is appropriate and well deserved. We hope that we have provided enough information to make this an easy decision, but if anything else would be helpful, please let us know.

Sincerely,



Ann Bigelow  
940 Silversmith Street  
London, ON  
N6H 5T5



David Bigelow  
3083 Robin Hood Drive  
Nanaimo, BC  
V9T 1N9

## APPENDIX 'B'

November 1, 2019

Cathy,

I am writing to express my support for the naming the South Branch of the cycling path that runs from Wellington Street to Adelaide street (or another appropriate section based on staff's advice), in honour of former Mayor Jane Bigelow.

In 1972, Jane Bigelow was the first woman to be elected Mayor of London, Ontario. She was an avid cyclist and often rode her bike to City Hall. At that time she believed that a system of connected cycling trails could be built to provide a safe and environmentally friendly alternative to driving. As Mayor, she was a member of the Public Utilities Commission and convinced her fellow commissioners that there was merit in paving some of the trails. This was an important beginning to what would become a more accessible trail system in the City of London.

Jane was also an unwavering advocate the fair and equal treatment of women and a trailblazer for many Londoners. This year she will turn 91, and it would be suiting tribute to her legacy to name a portion of trail system in her honour.

In support of this application, her daughter Ann and son David have drafted some documentation and will provide any details necessary in support of this request. I will note, however, that her advocacy for women's rights and her legacy in building a vibrant and healthy city are well known amongst Londoners so I hope this will be an easy decision.

Josh Morgan  
Councillor, Ward 7  
London, Ontario

# HEALYAC Position Statement: Vaping and Student Health



Eleanor Park, Grade 12 Student at A.B. Lucas Secondary School  
Aliana Manji, Grade 11 Student at Saint Andre Bossette

## WHO ARE WE?



### Human Environments Analysis Lab

- Established by Dr. Jason Gilliland in 2003
- Application of CBPR & GIS for public health
- **500** trainees & **100** different community collaborators



### Youth Advisory Council

- Established in 2018
- **16** students from secondary schools across London
- Advise HEALab & gain research experience



## PROBLEM

- Increase in overall teen vaping rates (Morean et al., 2015; Patrick et al., 2016)
- 50% of youth vapers buy/borrow vaping products from friends/relatives (Health Canada, 2017)
- Lack of enforcement, easy access to products, mental health issues, lack of evidence and awareness about health impacts (House of Commons, 2019; Dierker et al., 2015)



The HEALYAC is a Youth Advisory Council (YAC) in London, Ontario, Canada that informs youth-related health research conducted by the human environments analysis laboratory (HEAL). The HEALYAC represents the diverse voices and perspectives of 34 teenagers from across the city.

### 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 regarding 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 prompt 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 involuntary 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 unenforced and restrictions remain unenforced. The undetectable nature of vaping allows for high school students to vape not only on the property surrounding school, 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 unmonitored 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 (19+) in their province or territory may purchase vaping devices and products. However, teenagers have reported significantly elevated rates of nicotine and tobacco products use (6-7). In Canada, users report purchasing their devices from traditional retail outlets, which highlights 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 (9). 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 hardship of withdrawal (10). 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 non-smoking adolescents (11, 12). Stress during adolescence may further augment the re-wiring properties of nicotine and alter behavioural 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 (14). While the 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 (10,13,14) and lead to tobacco smoking initiation (17). Furthermore, the risk that vaping times 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.

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## RECOMMENDATIONS -from students, for students

### Improve Enforcement and Reduce Exposure

- **Detection:** Vape detection sensors
- **Training:** Teachers & staff for prevention
- **Security:** Regular supervision of common places of usage

### Develop Youth-Oriented Educational Campaigns

- Make government messaging more youth-oriented
- Disseminate by channels & platforms accessed by youth

### Promote Mental Health and Coping Strategies

- Offer vaping cessation services to students
- Provide vape prevention strategies to schools

### WARNING IN SCHOOLS AND STUDENT HEALTH

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 at 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 program 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 areas of use, such as areas that have high instances of vaping (e.g., gyms, hallways, classrooms, libraries) is needed.

#### REFERENCES

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**THANK YOU**

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# Tow Truck Operator Licence Business Licence By-law L.131-16

Community and Protective Services Committee  
Public Participation Meeting  
December 3, 2019

Nicole Musicco – Specialist, Municipal Policy  
Development and Compliance Services



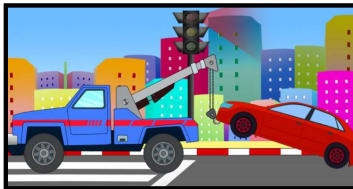
## History

- **January 2019** - Staff was requested to consult with the industry, law enforcement agencies, London Police Service and Ontario Provincial Police.
- **September 2019** – Community and Protective Services Committee. Information Report on Tow Truck Solicitation at accident scenes.



## Background

- Increased concern with tow truck solicitation at motor vehicle accidents.
- Numerous municipalities have licensing by-laws addressing the towing industry.
- Aim to serve and protect the public at motor vehicle accident scenes.



## The Highway Traffic Act

Section 171(1) The Highway Traffic Act, includes regulations that prohibit persons from making or conveying an offer of services of a tow truck while that person is within **200 meters** of:

- a) the scene of an accident or apparent accident or;
- b) a vehicle involved in an accident.





## Consultation

- London Police Services
- Middlesex London Paramedics
- Ontario Provincial Police (OPP)
- Canadian Automobile Association (CAA)
- Local Tow Truck Industry



## Proposed Amendments

### New definition:

- Tow Truck Operator: *“means the operator or driver of a Tow Truck”*

### Application Requirements:

- business licence application
- valid drivers licence
- police record check
- MTO drivers abstract
- \$130.00 licence fee and \$130 yearly renewal fee.



## Proposed Amendments

### Prohibitions:

No Tow Truck Operator shall solicit or make or convey an offer of the services of a Tow Truck, within 200 metres of:

- the scene of a Motor Vehicle accident or apparent accident or;
- a Vehicle involved in an accident, on a Highway.



## Conclusion

- Industry consultation.
- By-law is enforced by Municipal Law Enforcement Officers and the London Police Service.
- Public safety concern



## Staff contact

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## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 Tow Truck operator Licence – Business Licence By-law L.131-16

- D. Williams, 519TOW - I, Desmond Williams, was born and raised in London Ontario. I'm a father, community member, taxpayer and small business owner of 519TOW, a local towing company. As well, I am the division holder in our region of NAAAP-TD - North American Auto Accident Pictures Towing Division, which is one of the largest groups in Ontario representing both small and large towing companies and affiliated businesses. NAAAP holds self-regulating contracts for the motoring public. Also, we're involved in the Ontario government meetings for both of – we were involved, sorry – rewriting the CVOR (Commercial Vehicle Operator's Registration), giving the towing industry our own definition under the CVOR. Due to letters of protocol from the Ontario Provincial Police headquarters regional commander, due to these documents, it allows the towing industry to operate as an essential service, allowing us to supersede municipal by-laws in order to keep the highways moving freely and the motoring public safe, as well as lessening productivity loss for businesses via freedom of transportation. The CVOR and the Highway Traffic Act supersede any municipal by-law. These Acts already have this rule in place, the 200 meter solicitation law – although we did not mention in the presentation that section 2B of 171 of the Highway Traffic Act states: "...unless, if there is not a sufficient number of tow trucks already at the accident scene to deal with all vehicles that appear to require the service of a tow truck." Essentially, this means that if there are not a sufficient amount of tows per vehicle involved at the scene of a collision, then any tow vehicle that has a valid CVOR registration is allowed to stop and solicit services at said collision scene. So, in turn, the suggestion that states that the 200 meter restriction by-law for tows helps to protect the public is very misleading, in fact. It would be an extreme hazard to public safety to have more accident victims' vehicles blocking the flow of traffic on the road for longer periods of time. This law restricts tows which have beacon lights, flares and pylons, which are all tools to alert motorists to slow down, move over and avoid the collision scene. From stopping to assist the motorists involved in a collision in an emergency situation, this further puts motorists' safety at risk of being involved in an additional MVC (motor vehicle collision), or of the persons in the area experiencing a personal injury, several bodily harm, or possibly death. Not to mention the impeding of traffic and productivity loss via transportation of goods and services for all industries. Exempting a police-contracted towing company from the 200 meter by-law restriction is in violation of the Competitions Act, and it is also anti-small business and anti-free trade. It also defaults the destruction of our point of sale as smaller towing companies than the larger. Smaller companies attend accident scenes frequently to offer our services - so does the police-contracted towing company, both without being called by the police first. Some call this practice 'chasing'. Others deem this simply solicitation of an essential service, towing. The law will allow a police-contracted company, which already dominates 100% of the police towing calls, to in effect continue to "chase", quote unquote, or solicit their business which they currently do every day in competition with the rest of us, while restricting every other company from doing so, in turn resulting in hefty fines as a penalty for soliciting our essential service, but exempting the contracted company from such penalties or rules. The London police do not attend a large portion of collision scenes, and only fire department or EMS or tow trucks are attending often times. Police, through 9-1-1 communications, direct motorists to arrange for a towing service transportation to a collision reporting center. So how, then, is the City going to restrict tow trucks from attending collision scenes while still allowing the police-contracted company to attend this. This is instigating a towing monopoly and restricting trade in our industry; not to mention, most importantly, it's breaking the Competitions Act, which states: "Anyone who arranges, agrees, conspires, or is involved



- in a conspiracy to lessen or unduly take away transportation storage or any supply of product or insurance is guilty of an indictable offense of 5 years imprisonment, up to \$10,000,000 fine, or both. Although committee suggests that they consulted with the local towing industry, however, that only took place in a private meeting with the police-contracted towing company, and another very short meeting with only certain companies included. The London Police Service is an agency of the municipality, so this directly correlates with the by-law implementing rules, although committee has stated otherwise. By suggesting to license only the tow truck operators and drivers and not the towing vehicles and equipment registered under the towing business, you are providing the stakeholders with less of a level playing field and justification for the licensing expenses. Also, you are not protecting the motoring public from uncapped rates and unfair business practices unless the committee is admitting that they're required to follow Section 50 of the Municipal Act, stating that the City or Township does not establish a system of permits for motor vehicles or trailers, those terms are defined under the Highway Traffic Act and the CVOR as part of the Highway Traffic Act and, also, governing body of the towing industry. We are formally requesting that the City Council delay licensing or making of decisions regarding the towing industry until more meetings are arranged to consult with the towing industry stakeholders to create a 'tow truck advisory committee' for the purpose of assisting Council in the development of proper, safe and fair towing by-laws. Thank you, thank you Council.
- D. Ross, Ross Towing - Good afternoon. My name is David Ross and I would like to address the Mayor and the members of Council on the very important topic of incident management and consumer protection in regards to towing. The City of London has grown at a steady pace and I have seen many changes over the last fifty four years, and feel it is imperative that towing storage be monitored and regulated. The motoring public at the scene of an accident are in a vulnerable state - often distraught, hurt and confused and need assistance. They are being preyed upon by accident chasers who are out to make a lot of money. Consumers are being taken advantage of financially with excessive towing and storage charges and unregulated pricing. Our office has received numerous calls and complaints from local body shops and insurance companies regarding our stow bills. The issue of wreck chasing and industry infighting is not unique to London, and concerns that go with it are now reaching alarming levels. In the last year alone, two operators in Toronto have been shot and killed, multiple drivers have been stabbed, and this is all in regards to chasing. 3 weeks ago, two tow truck drivers in the Kitchen area had their tow trucks impounded for racing down a sidewalk in a race to the accident scene. These are just some of the examples that accident chasers behave, and now these tow trucks are operating in London this way. These concerns are emblematic of an industry that is in turmoil, and something must be done to protect the motorist and the consumer. I usually the Council to pass the by-law before us immediately in the interest of consumer safety and public service. Thank you for your time. Now, I do have a small clip here - we actually have several - of situations that happen. In Toronto, it's 'the fastest truck there gets it' - that's the way they work. So if there's a two car accident, you could have seven tow trucks show up at the same accident; that's very common. I'm going to show you a clip of something that happened to one of our operators. Now, in our trucks we have cameras going forward and backwards, and every truck that works for the City, for the consumers' protection. So if we could have someone show us the little clip here, I'll show you know what happens. What you have is a truck overtaking us, passing us. That is a tow truck that tours the city and does quite a few calls. What you need to notice is a stop sign he never even thought about stopping at, just to get ahead to the accident scene. This is a common practice. Now, we're just lucky nobody was coming through the intersection. In Ottawa, this particular same situation happened. The tow truck operator just got two and a half years in prison last month for hitting a car doing the same thing like this. My little speech said, "In Waterloo, they'll drive down the sidewalks to

get to the accident first". There's a great difference between the monetary value of the city contract than what we pay for these bills here. The city contract - it's \$175.00 to pick a car up and take it somewhere. That isn't the case here, and what you're hearing about chasers. Okay, I'll leave you with those thoughts. Anybody has any questions, please feel free to contact me.

- R. Caranci - Thank you for allowing me to come back again, and at the end I just want a minute to discuss another issue, just very briefly - an invitation. Anyways, Mr. Chair thank you for having me here. I honestly did not want to be here, but I was called this past weekend to deal with this particular issue from Clark's and Sturdy's Towing, Low-Price Towing, and James Patrick Towing - I'm here representing them. I just want to say that I spoke to these gentlemen and heard their story, and I felt very compelled to be here. I guess I want to lay out very quickly – the fact that it was said at the beginning of this meeting 'we don't want to talk or we can't talk about the police contract' – well the reason we're here is because of that police contract, and I'll explain to you. The statement was just made by our friend, Mr. Ross, that the industry is in turmoil, and the reason the industry is in turmoil is because that police contract. When you take away a very large portion of the pie for towing in the City of London and put it to one particular operator, it cuts the pie for everybody else. The reason you have the chasers that are out there today is because the pies has gotten so small that in order for them to survive, they need to get to where they have to go to make money to make a living. I want to make it very clear that the regulating of the industry I don't think we're totally against, and I think in your case, Councillor Lewis, I think it's been a good thing that you want to make it safer for everybody, you want to protect people, and I think everybody in this audience would tell you that they're very happy to be a part of that, so they'd like to do that. But, again, getting back to why we're here and that police contract – it has probably been said and believed here that police don't point people to a certain contractor, but they do. And just one case in particular – Mr. Ibrahim here, whose mother was involved in a very large accident in August, and during that time she asked the police officer at the location - her car was written off and her son was there also with her - and she asked the police officer that she'd like to call her son-in-law to get the car towed, and it was stated very clearly to her that she could not use her son, that she had to use a certain towing company in town, which will remain nameless, but is that same towing company that has a contract with the police. So, we also have other incidents - and again, I know that there are people here, I know two of you, I know Councillor Hillier, speaking to you you've had some bad experiences with towing companies - we understand that there's bad apples in every industry, I think everybody here is of the opinion they'd like to get rid of those bad apples and don't want them to be a part of this industry. Having said that, there are many stories - numerous stories – that can be told from the police and what they do (and we're not here to pick on the police), it's just we don't understand how the city sits here every year - I went through ten times around that horseshoe, talking about the police budget and how they allocate their money, how we suggest they allocate their money because you give them \$100,000,000 every year to run the police services in the city - of which they do a fine job - but you can suggest to them that this is an issue that should not be. If the majority of Londoners heard that one particular company is being given a contract to tow cars and the police do their best to tell people to use that company, that's wrong. That's inherently wrong, I think everybody around this horseshoe and in the City of London would agree with that, and that's why you have what's happened today. That's why you have the chasers out there because they're trying to make a living. They have families, they have homes, they have households to keep, they have equipment to replace. They want to do a job to help people, they don't want to do a job just to get rich – because, really, you don't get rich in this business. You do what you can to afford your family a good living and that's what they want to do. So again, with what we're trying to say here - and I know, Councillor, that in speaking to you and I know everybody around

here, because I hated doing it too - but the deferral, everybody's averse to that. I wouldn't like you to do that, but it behooves you to get the information from London Police Service as to how they're going to proceed in the future. I believe the contract is up at the end of this year, and I believe they have a one year option to go forward. But that contract is what has caused and what has made the issue more acute over the past term of that contract, that's what's made it worse. So, again, on behalf of those who are here - they want to make a living, they want to help people in their community and in the City of London, they're not here to make a killing. They're here to help people. And what is being said here - I mean, you have examples of what's happening in other cities, you had one example of London - we have examples too, we actually have a tape of a police officer saying that he's been told by his supervisors to use one particular person in the City of London.

- M. McDonald - Thank you, Councillor. For the record, my name is Mitch McDonald. So, here in London I am what is considered a young operator. I am 25 years old, and I've been in this industry now for three years. I started in what is Waterloo regional, which is governed by the Tri-cities and Waterloo regional police, as well as the OPP. During that time, the Waterloo regional area does in fact have a by-law on it, but their by-law states that they are required to have a zoning license in regards to the city. Both Kitchener- Waterloo and Guelph - that zoning area requires each truck to have a zone number in order for them to work in that specific area. If that truck does not have that specific number, they're required to leave that area in regards to Waterloo regional police service and the O. P. P. for highway 70 along the North end. Now, in London, Ontario - learning the business, again, at a very young age - I've learned that people here do not have that choice that Council has been speaking about. A prime example - I met a young lady here a couple years ago living in London as a college student. That lady called me November 2nd -she was involved in a very large accident on Richmond and Fanshawe - a very busy corner with Masonville Mall right there. She informed me over the phone that she requested for me to tow her vehicle, and informed me that four other vehicles were involved in the accident. Now, running a small business, myself along with Mr. Williams - I'd advised my other drivers that there is an accident here and that we've been requested to be at the scene by the owners of the vehicle. Upon arriving at that scene, we waited five and a half hours, blocking three lanes of traffic and only allowing one open in a major corridor of the city. At Fires' request to myself, they had asked me to block traffic close to the accident - that way no further accidents occurred. During this time in the matter of the five and a half hours that we waited for police, multiple accidents could have occurred because of the fact of drivers not paying attention to amber lights, our reflective equipment, as well as pylons and flares. Our own personal equipment that we pay for was damaged in that incident from drivers not paying attention and running our equipment over. In regards to this incident - when police did arrive, the first officer we spoke with took down our company information, took down the drivers' information as they're required to do. Not even thirty seconds later, another officer arrived and demanded that we leave and told the customers or the people involved in the accident that they were being forced to take the company - to take the police contract - and that if we did not leave we would be arrested for obstruction of justice, for blocking lanes (that we were asked to by fire) and for solicitation of services, even though the lady in question that told me about the accident originally had specifically called my personal number - not even our business number - had called my personal number and asked for my service. So, in regard to this new by- law - the two hundred meters? Okay, fine - people want to keep their distance, they're going through a traumatic event. But why should one specific company not adhere to that by-law, be allowed to pass by, still solicit service, and then go about their day? As a small business company, we work - I myself put in 18-20 hours a day, six to seven days a week. I have three kids at home, so that's the last thing I want to do - 18-20 hours a day of work. But in order to do that -

in order to cover our overhead and my personal overhead as well as business overhead - that is what I have to do. It is a choice that, yes, I make myself as a business partner and as a professional, but it is something that needs to be done because of the unfair advantages in regards to the contract as well as personal services. Even, for example, this was brought up by a couple of Council members in regards to personal services - if you break down or your vehicle catches fire, if a police officer attends that because you're blocking a live lane or whatever, they will still insist on their police designated contract, even though you have the right to call CAA or your local company. So, in regards to those Councillors to asking about that – why should that officer or officers be allowed to even contract on a basic personal service such as a tire change or boost, have them force the customer in this circumstance to the police designated service. Why should they be pushed towards that designated service by the police, even though it could be something, again, that Councillors brought specifically in regards to a boost or a flat tire. Thank you.

- C. Jalnas - Good afternoon. My name is Charlie Jalnas, I operate a business in the central core - Specialized Recycling Inc. at 561 Horton Street East. It's our family business, and I'm wondering if Council's aware or staff are aware in drafting this by-law, that, I mean - as a licensed auto-wrecking facility, we tow approximately 2500 cars a year that we purchase, and we're not dealing...they're entirely our vehicles. And looking at this by-law, it would capture our drivers that operate tow equipment for our company, towing our vehicles. We're already highly regulated by the city; in fact, we have a salvage yard license which requires police checks, clearances, a Class C garage license issued by the Ministry of Transportation to buy and wreck vehicles, our environmental activity sector registry from the Ministry of Environment. So, yeah, it's duplicative. And looking at the definition of 'tow truck' as proposed in this by-law - it's so broad as to be meaningless. It would capture an individual bringing a wrecked car to a salvage yard on the weekend with a pickup truck and a trailer. So, yeah, in my submission I note that this by-law requires significant reworking. I take no position on chasing accidents, I mean...we're often called upon by citizens who've had the misfortune of their car being stolen or in an accident to dispose of and recycle their vehicles. And I'm struck by - I was thinking about it today – it was probably three years ago we dealt with a citizen, and I believe the man was from Victoria, British Columbia whose son was nearly killed on the tracks at Saint George Street in a small Honda, and he paid well into the four figures to the company that had the towing contract for the City. This man felt abused coming to our city; that's a black eye on our city in my opinion. When somebody comes here and has a tragic event like that, it leaves an impression – just putting that out there. But I would ask Council to consider that, you know, the reach of this proposed by-law is definitely overbroad and regulates activities that are already highly regulated. And consider, perhaps, exempting holders of Class C garage licenses, for example, that tow their own vehicles from the licensing requirement because we're already licensed. So, thank you.
- F. Ibrahim, Low Price Towing - I've been in the towing business for more than 18 years. I start with one tow truck company, I used to even work with a London police as a member of London Towing Associations. We used to have a rotation, everybody shared the pie, everybody happy. I'm not against our London police department; I am with them 100% from the top to the bottom with all my respect to them. But what's happening - there's one tow truck company didn't follow the London rules. This doesn't mean we should be all brushed as a professional with the same brush. We are a taxpayer, we pay. Myself, personally, I have over 7 properties. I pay enough taxes for our City Hall. I don't deserve to get kicked out from an accident scene. There is no problem, in my opinion, that if I see an accident to stop and ask ladies or gentlemen, "Hi ma'am, hi sir - do you guys need a service"? If you say 'yes please, we need a tow truck' – no problem, that's my card I will wait for the police. If they say 'no we already called for a tow truck company', I have to leave no problem. I respect that. But that doesn't mean the city...they are

- using one excuse for one person and he's been charged, and you guys put it in the website. He is responsible for himself; we're not responsible for him. What example if a police officer give a speeding ticket for a person in the city of London - does this police officer should write a ticket to every citizen? No - same thing with us. I believe the new by-law - it's not going to favor only one tow truck company. And I believe this person, the one who complained to you before and he got the contract, he is the same person he complained to you again at the police department and trying to push that new by-law by our Councillor, Shawn Lewis. I really respect our Councillor, Shawn Lewis, and I do understand that he's trying to do his best to the best interest of the citizen, but I believe you have wrong information. I believe always with all my respect to the best thing to hear both sides of the story. I believe the best thing to do - that we have a rotation and everybody called. Who's next on the list? Example - my company, I go pick up my accident, move on to the other. We are a family; I have 12 tow trucks, I have a compound, I have all the requirement, I am zoned by your city hall. Now, with this new by-law, I will be out of business. I have 6 drivers. Other tow truck operator here, they do have more even than me. There are some tow truck company like Clark Services and Sturdy's, they are in the towing business for - I'm 42 years old, I have two kids - they've been in the towing business for more before I was even born. I believe by you guys doing this and not fixing the rotation situations here, you guys favoring one tow truck company against the other. I am against any monopoly, any corruption, whatsoever, even if I was the person who had that contract with you. This is...it shouldn't be like that. Let me explain to you - my mother in law, I pay the down payment for her Audi. I go and pay because she's the babysitter of my kids. She was Involved in an accident - Wonderland and Viscount at the corners. She's an old, 75 years old - she's injured, she's in pain, she told the police officer "I need my son-in-law". I'm married her daughter for 20 years, I deserve to have the services. He said "no, you sit there - we have to go with a contract, the contracts has to go with this company". And guess what - they got the car, I didn't get the car. I can show you the invoice and I don't know if I'm allowed to do that -there is an over \$1500. She's my sister in-law; I don't deserve to get kicked out until I don't have the opportunity to tow a vehicle that I even pay the down payment from. It shouldn't be like that, it shouldn't be like that, you know. It's ridiculous, it's ridiculous. You guys should put a rotation - everybody share the pie, everybody follow the law and rules. We all respect the law and the rules. If one tow truck company did not follow the law and rules, he is the problem, he is the trouble that our police department can deal with it. Let me explain to you - there is an accident happened, there's 5 firefighter and of course their boss. That's six minimum \$40 an hour, costing the taxpayer and the city. More than 2 hours waiting - that's \$600. After that, officer come tell me "You know what? You leave now I will charge you with obstruction, I will charge with obstructing a police officer". To be honest with you, I scared the way my mother in-law scared. Police officer, uniform, gun - I don't need to burn bridges between me and the police department. But I believe that by you guys doing and passing the new by-law, you're the one who is burning bridges and making and creating problem between other issues.
- D. Cameron, Sturdy's and Clark's Services – Going to just point out a couple things that we've been in the industry, my father here Clark, well over forty years we took over the company has been here for seventy years we believe that the system isn't fair. I don't want to discuss too much of the actual system but the system isn't fair and all we're doing is keeping band aids the problem. You fix the original problem everyone can be happy the other thing is it the with the requests were not even getting the request we're getting told that the that they have to use the other the preferred company they had no choice I had friends of mine call me I came told them they're telling the police are telling them you have to use this company no choice. They're forcing them to use that company and charge a lot more money had friend's vehicles get stolen. The definition of this accident would you classify an accident, guy goes in a ditch, no damage to the vehicle. Pull them out of

- the ditch, they drive away. Is that an accident? Stolen vehicle, that's not an accident but it's all going to one company. I had friends got a vehicle stolen. They had no theft insurance. They got a bill for six hundred dollars on a vehicle that's junk they had to pay the bill they took it out and they scrapped it. That's not right, he's very upset. I've known this guy for probably about ten years. I had a little incident on October 3. A customer of ours called us to the tow their vehicle, pull them out of the ditch and tow their vehicle. I showed up on scene, police weren't there. We waited. I call the police 911, I said are you guys sending somebody out, they said we are, pardon me but who are you? I explained to them I'm from Sturdy's towing I got called here they said well you won't be doing the call anyway. I said pardon me? We don't use you anyway we use another company. I said well, the fact is the customer uses us and per contract rule a request takes over what the contract does. They said well, we aren't going be using you I said well you will be because I will be here when the officer gets here. The dispatcher says we'll see and we hung up. Officer shows up the officer did let me take it. Well that's the problem I'm getting from the 911 dispatch. How do they know that? It was a simple request, I was there before the officer even got there and I got a hard time by 911 dispatch. That makes not even want to call 911 dispatch because I'm just going to get in a fight I mean get bothered, we get hassled every time we see an accident. We don't chase we have an extensive customer base with companies, big companies and small companies, we do a lot of work. We have 19 trucks, bunch of trailers, bunch of equipment. We just want a piece of the pie, that's all were asking for fair treatment. We've been in this business long enough we can do anything out there. We just want piece of the pie fair treatment that's all I ask for. Thank you.
- M. Mastorovich, 591 Talbot Street – I work at a call centre, kind of like CAA. I see a lot of these invoices come through, customers who had a first responder come out. It's very very rare we get these extreme case scenarios that I think, Councillor Lewis, you experienced. It does happen, but I see a lot of these invoices that customers are submitting for reimbursement and they are usually pretty fair rates. We're talking about worst case scenarios that don't come up very often. There was a comment about the police record check, your scenario where you've got a guy who has been doing it for decades, doing a great job, but, I don't know, he got in a bar fight when he was nineteen. Will this police record check, it wasn't clear, is that going to be a, you need a full pass or a hard fail? Or could there be forgiveness for minor offenses that happened after a certain amount of time has lapsed? I think that should be considered. I know we're not here to talk about the police contract, but it comes up, and one of the reasons it's there is for you guys to meet these goals you're talking about, improving safety, better response times and protecting consumers. I don't know if anyone has looked at the model in Montreal. They have exclusive towing contract for specific stretches of highway. We don't need to talk about highways, but it's about spitting up the pie, it's about making sure that a large geographical area has rapid response times and that the police services know who they can reach out to. We've talked about this scenario on-scene when, it's a safety issue that there are vehicles blocking the roadway and police are on-scene, and, to some extent, we're at the mercy of the level of urgency of the situation and whether the police officer will say, "I don't care who gets this, I just need this car moved" or it's safe enough to wait for the auto club that the motorist called. I think there might need to be something in writing about how to assess the level or urgency, what the criteria might be to decide if the police are going to take someone who is already on-scene or if they are going to allow the consumer their choice. Thank you.
  - C. Cameron, Sturdy's and Clark's Services - I've been in this city for more 50 years now. I'm the owner of Clarke's Services and Sturdy's Services. I've been towing cars in this city before a lot of you people were born in this city. I have a lot of friends in this industry and I encourage you guys to not pass this by-law because there's only one person in this room who's going

- to benefit from it and the rest are going to hurt from it. You can make a very rich man richer while we all do fifty dollar calls. This man does three and four and thousand dollar calls we have to do six to eight calls to be equivalent to one of his calls and it's just not fair. I did a two car accident on Sunday, I come out of the Metro at Baseline Road and they're getting out of the cars in front of me. The guy got out of the car and I said do you want me to tow your car and he said sure he said who are you and say you're Clarke and I said I'm Clarke and he said you guys have been around forever sure go ahead no problem here's my keys. Do I have hang around? No, Sir. Here's my business card you go down you leave I'll take the car to the reporting center it'll go through the process it'll go to a locked compound where it's safe and I will not over charge you. I will charge you the same rate as the contractor. He came back the next day the bill was about two hundred forty dollars for a tow to the reporting centre back in the compound overnight storage and one day storage. Some of these bills that we get from the people that are chasing I realize there's a chasing problem in the city there's a huge chasing problem when I drive by an action scene I see two of the trucks from the contracting company and two from other people, four tow trucks to tow maybe one car that's wrong and the biggest perpetrator of this chasing is the person that has the contract. I don't have an apt to follow chasing. I had I don't have the knowledge to know about it I frown on scammers if you have to resort to that to get an income in the city it's pretty bad but the biggest perpetrator uses these apps he's got trucks all over the city and what's frustrating to me is when there's drivers out of the car and they say it's the law you have to use our service and that is so wrong to the individual who doesn't know because the people in London people all over Ontario know who has a contract they don't understand why one person has this contract and it's very frustrating he can charge whatever he wants and for those drivers to say you have to use our service is wrong. If the guy goes in a snow bank calls us we get there before Ross gets there before the police get there we try to get seventy-five to a hundred dollars to get them out of the ditch. If the police show up before we get there they insist you have to use Ross and you face a minimum \$200 bill. This is not right you're insulting the people of London. What about the visitors when they come here for any event can you go to a concert to a to a hockey game in fact they don't know the procedure the police shows up you have to use who we use. What do you mean okay I'll go along with it because they just don't know this is where this company gains on that because the people don't know we have to educate people. We have rights the consumer has rights to call who they want this is what's frustrating to me I have a lot of friends who say you don't want to use my service. We have a lot of trucks we do a good job in the city, of servicing the public we have a very large volume base who do not under any circumstances unless we just can't get there use the other guy, they'll use our service. They hate the other guy strong word I'm sorry Mr. Mayor I voted for you. I'm very happy you're in this position and I hope that you guys all use meditation to not favor one company because that one company's going to benefit from it while we all pay for it that's wrong.
- Tom Whitward - First of all I we want thank the council for hearing our side of the story for a change instead of it always being one sided. That's my opinion I don't know how the other guys feel I've been in the towing business and I worked for Mister Ross for twenty five years. I think the rotation should go back. The rotation had its flaws hundred percent we all had issues could it been tweaked yes a 100 percent. I was the president along with Clark for few years on the rotation and we asked for input from the police department from the police services board from Tom O'Brien who was looking after it at the time. We weren't asking to be policed by the police we were asking for help on how to curb the chasing problem. We got nowhere with them and now the rest of us are paying for it. We think it should go back to the way it. We all want a piece of the pie that's it we want to be treated fair we work our butt off pardon me through the night and day to service the people of the city. My question is to Nicole, what is this by-law or this licensing what is that going to give us what does it do for the tow operators here in the city.

Does that give us the right to do police work again or is that just for garage calls or people off the street no clarification so what is it what is this piece of paper going to give us. You want to fix the problem in the industry we need to be trained we need to be trained to arrive on accident scenes and know as a professional that when the police officer asks us to roll that car over that we're doing the best we can. I want to know of any tow truck operator here other than myself is trained can I the service contractor provide that information to council to the rest of us. I've been through the Wreckmaster training I think Dwayne may be is another one. My question is how many of the preferred contractors operators are certified. That's a question. Can you answer that? But training is the only way the if you're going to make the profession better is it be like going to school to be a certified tow truck operator. Nobody has that here. That's what we need we don't need a piece of paper we need to be trained to serve the public to serve the fire department and the police department in EMS and to be part of their team as well. There's a lot of cross training in the US where towing companies go in and help do mock up situations of rollovers with tankers and stuff we don't do any cross training here in the city with our fire department, with our police department, with our EMS. One of these days there is going to be a wreckfest out on the 401 or in the city we're not prepared nobody is prepared for that without proper training. Training is what this industry needs doesn't need a piece of paper saying you're tow truck driver that would be like saying because you're on council you're a professional Councillor or a professional politician show me your credentials show me a piece of paper that says you're a professional councilman or professional mayor. We have to be trained for the situations we are no different than a doctor or a lawyer we are the first line responders. It's about damn time we start acting like it.

- D. Fildy - I help out with some of the small companies here in London. Being 25 years old and getting into this industry I've seen both sides of this whole entire of towing. I just, for me I think everybody should be equal in the city, just not with one company. All these people in here who are tow truck operators have busted their butts have owned their own company for years and I feel that a lot of them are not treated equally fair as well with the public I know that when I had been out in my own car with my own family and we've either been driving or walking and we've seen an accident and we've seen a tow truck on scene and asking the person if they need help and they say yes and then all of a sudden the London police show up and there's no contract company on scene and they get out and say oh you can't take them there's a contract company coming. How is that fair? How is that fair to everybody who has the right to their own company? So, for me getting into this industry and everything else, I think everybody should be treated equally, that everybody has a right to have their own companies and help out the public and I don't feel that only one company alone is going to help this whole entire city. Thank you.



<b>TO:</b>	<b>CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES COMMITTEE PUBLIC PARTICIPATION MEETING ON DECEMBER 3, 2019</b>
<b>FROM:</b>	<b>G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES &amp; CHIEF BUILDING OFFICIAL</b>
<b>SUBJECT:</b>	<b>TOW TRUCK OPERATOR LICENCE BUSINESS LICENCE BY-LAW L.131-16</b>

<b>RECOMMENDATION</b>
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That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official:

- a) the attached proposed by-law (Appendix 'A') **BE INTRODUCED** at the Municipal Council meeting to be held on December 10, 2019 to amend the Business Licencing By-law No. L.-131-16, to add a new category, definition and fees related to Tow Truck Operators Licence.

<b>PREVIOUS REPORTS</b>
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September 10, 2019 – Community and Protective Services Committee. Information Report on Tow Truck Solicitation at accident scenes.

<b>BACKGROUND</b>
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On September 17, 2019, Municipal Council resolved that 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.

Over the last few years, there has been an increased concern with tow truck solicitation at motor vehicle accident occurrences. Generally, anti-solicitation towing by-laws aim to serve and protect the public at motor vehicle accident scenes from aggressive solicitation by tow truck services and associated auto body repair shop operators. The purpose of this proposed by-law is to licence tow truck operators while prohibiting tow trucks from parking, stopping or standing within 200 metres of a collision scene on any road in the City of London.

<b>DISCUSSION</b>
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In Ontario, numerous municipalities have licensing by-laws addressing the towing industry. Several of these municipalities have also enacted anti-solicitation regulations using minimum distances from accident scenes. Some of these municipalities include: Waterloo, Hamilton, Mississauga and Brampton. Section 171 (1) - Tow truck services of The Highway Traffic Act, also includes regulations that prohibit persons from making or conveying an offer of services of a tow truck while that person is within 200 metres of the scene of an accident or apparent accident or a vehicle involved in an accident.

Based on the industry consultation and discussions with first responders, Civic Administration is of the opinion that an amendment to the Business Licensing By-law to add Tow Truck Operator as a class of business would address towing solicitation at accident scenes. The municipal purpose of adding this class of business is consumer protection and public safety. Adding a new business class category would not have a financial impact on the administration and enforcement of the Business Licensing By-law. The By-law is enforced by Municipal Law Enforcement Officers and the London Police Service.

Administration is currently reviewing set fines for a number of various by-laws including the Business Licencing By-law. Staff are exploring options to possibly move towards an Administrative Monetary Penalties System (AMPS) instead of the current Provincial Offenses Act model.

<b>CONCLUSION</b>
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The City of London deems it to be in the public interest, having regard to both public health and safety and consumer protection, to protect persons involved in motor vehicle accidents on highways and to ensure that highways are kept free of obstructions and impediments at accident scenes for emergency vehicles and emergency personnel.

The proposed Business Licencing By-law amendment will serve to protect accident victims from aggressive business solicitation from operators who are not authorized to be at accident scenes. Only tow truck operators authorized by the London Police Service and those requested by motor vehicle operator involved in an accident would be permitted to attend accidents.

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

Bill No. --  
2019

By-law No. L.-131(\_\_)-\_\_

A by-law to amend By-law No. L.-131-16 entitled  
“A by-law to provide for the Licensing and  
Regulation of Various Businesses”.

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

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

AND WHEREAS the City deems it to be in the public interest, having regard to both public health and safety and consumer protection, to protect persons involved in motor vehicle accidents on highways and to ensure that highways are kept free of obstructions and impediments at accident scenes for emergency vehicles and emergency personnel.

AND WHEREAS it is deemed expedient to amend By-law No. L.-131-16, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”, passed on December 12, 2017;

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

1. The Business Licensing By-law L.-131-16 is hereby amended by adding “Tow Truck Operator” to the Business Licence By-law Schedule.
2. The Business Licensing By-law L.-131-16, Schedule 1 – *Business Licence Fees* is hereby amended by adding a Tow Truck Operator fee of \$130.

**“Appendix A”  
TOW TRUCK OPERATOR**

**1.0 DEFINITIONS**

1.1 In this Schedule:

**“Highway”**: means a highway as defined in the Highway Traffic Act, under the City of London jurisdiction.

**“Highway Traffic Act”**: means the Highway Traffic Act, R.S.O. 1990, as amended.

**“Motor Vehicle”**: means a motor vehicle as defined in the Highway Traffic Act.

**“Tow Truck Operator”**: means the operator or driver of a Tow Truck.

**“Tow Truck”**: means a Motor Vehicle that is designed, modified or used for pulling, towing, carrying or lifting of other Motor Vehicles with or without the assistance of lifts, winches, dollies, trailers or any like equipment.

**“Vehicle”**: means vehicle as defined in the Highway Traffic Act.

**2.0 PROHIBITIONS:**

1. No Tow Truck Operator shall solicit or make or convey an offer of the services of a Tow Truck, within 200 metres of:
  - a) the scene of a Motor Vehicle accident or apparent accident or;
  - b) a Vehicle involved in an accident, on a Highway.
  
2. No Tow Truck Operator shall park, stop or stand a Tow Truck on a Highway within 200 metres of the scene of a Motor Vehicle accident or apparent accident.
  
3. Section 1 and 2 do not apply to a person who is at the scene of an accident at the direction of a police officer, a firefighter, a person engaged in Highway maintenance, or person involved in the accident.
  
4. No person shall drive or operate a Tow Truck without a current valid Tow Truck Operator Licence issued under this By-law.

**3.0 APPLICATION FOR LICENCE AND RENEWALS:**

Every Applicant for a Tow Truck Operator Licence or renewal shall:

- a) submit to the Licence Manager a complete application form for such licence;
- b) submit to the Licence Manager a valid licence issued by the Province on Ontario which is in good standing according to the records of the Ministry of Transportation;
- c) submit to the Licence Manager a Police Record Check dated no later than 60 days prior to the application for a Licence;
- d) submit to the Licence Manager a Ministry of Transportation drivers abstract dated no later than 60 days prior to the application for a Licence.

**4.0 FEES**

Schedule ‘1’ – (Business Licence Fees) is amended by adding the following:

- a) Tow Truck Operator - \$130 per year

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

PASSED in Open Council on December 10, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

**To:** CPSC <cpsc@london.ca>

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

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

Sincerely,

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

Sent from my Samsung Galaxy smartphone.

**From:** LOW-PRICE TOWING  
**Sent:** Thursday, November 28, 2019 11:37 AM  
**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>  
**Subject:** [EXTERNAL] Towing by law

**Fadi Ibrahim**

I really don't agree with the new bylaw the only thing it is going to be happen benefit !! from this a new bylaw that ONE tow truck company AND THE ONLE ONE has the contract with the city hall to be benefit this is a dirty politic WE ARE TAX PAYERS everybody should share the pie we are a taxpayer we have the right to earn money this is ridiculous the more we have tow trucks COMPANY the more lower price TO benefit to words the citizen !!

**From:** MOE AK  
**Sent:** Friday, November 29, 2019 11:38 AM  
**To:** CPSC <cpsc@london.ca>  
**Subject:** [EXTERNAL] The new bylaw for tow trucks

I highly disagree with this law.

Is this law to benefit the city of London Ontario to clear the road as soon as possible so there wont be traffic jams?

I have no idea where we are getting to with this law, its as if it is trying to get one tow truck company to take over all the accidents, which means more lives are at risk and longer time to clear the roads of the city of london.

Please note that tow truck companies are here to help police and should work hand in hand to have a safer community not make it impossible to help.

Thank you for your time.



From: tarek aboukhamis  
Sent: Friday, November 29, 2019 11:26 AM  
To: CPSC <cpsc@london.ca>  
Subject: [EXTERNAL] New bylaw

I disagree with the new bylaw. A tow truck is an emergency vehicle that should stop and ask at least if someone is in need of help. If a tow truck is already there it should be able to help, the longer it takes to help the more problems may be caused for example if u don't disconnect the battery a fire my be caused and many other examples.  
This law is monopoly for a few tow truck companies not for safety of the public.

Thank you for your time...

# Canadian Towing Association

345 Ecclestone Drive, Suite 1057, Bracebridge, ON P1L 1R1  
Phone 705 640-0229 / Fax 705 645-0017  
Mailing Address Box 2398, Bracebridge, ON P1L 1W2

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November 29, 2019

via email to [CPSC@london.ca](mailto:CPSC@london.ca)

City of London Council

## **Re: Towing Industry Bylaws**

I am the Executive Director of the Canadian Towing Association and wish to establish to the London City Council our support for your upcoming bylaw to end accident chasers. This method of service is notably the scourge of the towing industry.

It has been noted by our association that accident chasing is responsible for dangerous driving tactics jeopardizing the many motorists using the roadways and is the source of the financial abuse of consumers. There have been many motorists killed and/or seriously injured through the dangerous driving tactics by chasers. Unfortunately, we are also aware that this practice of towing is now making its way right across Canada and must be stopped.

There are currently sixteen out of four hundred and forty four municipalities that license the towing industry. We have found this to be ineffective and interferes with the proficient service from the professional tow operator. Our association is currently lobbying the Provincial Government to end municipal licensing and to establish a provincial towing license with a number of qualification and penalty processes in place. We are hoping for success in this initiative in the near future.

Finally, we urge the City of London to pass the vitally important anti-chasing bylaw complete with substantial fines for violations and ensure it is fully monitored and enforced.

Thank you for your time and I remain,

Yours very truly

A handwritten signature in blue ink, appearing to read "D. G. Nelson", is written over a horizontal line.

D. G. (Doug) Nelson  
Executive Director.

DATE: Nov. 20, 2019

TO: Community and Protective Services Committee, City of London

RE: Improvements for Arts & Culture

### Request for Delegation Status

I request a hearing with the *Community and Protective Services Committee* regarding policies and funding which impact Arts & Culture.

As a very budget-conscious citizen, all items presented for discussion are aimed at no-cost changes. I will also note that the Arts are no minor economic concern – *please see the excerpts at the end of this document* – but understand that throwing more money at ineffective programs will not produce desired effects. Recent research data is needed to evaluate changes that could yield important improvements with funds we currently spend.

As a professionally trained Visual Artist and certified teacher, most of the information I present will be aimed at the Visual Arts scene but could favourably impact the literary and theatre communities as well, who also deserve attention.

In Dec of 2018 I started an arts group called *London Association of Visual Artists* (LAVA) because the 3 existing painting groups all had 4-year waiting lists; I found out they have “no space for larger groups to meet.” Meanwhile taxpayer-funded rooms sit idle, heated for no one’s benefit while we are left out in the cold. We have over 40 members and have to meet in coffee shops. Our group refuses to pay a fee just to meet, we are non-profit.

Having noted the sudden disappearance of the Nuit Blanche Festival in 2018 (with no prior warning despite it being advertised all the way to Toronto) and the lackluster Culture Days which has also now been cancelled, I fail to see adequate progress regarding the *London Cultural Prosperity Plan*. The Sunfest and Home County festivals may pay performers – but force Visual Artists to pay hundreds or thousands of dollars to exhibit. Treated as vendors, artists often LOSE money as we do not have cheap goods to mark up for high profits.

While the Arts Council mandate stated they provide “Assistance for artists, artist collectives, and arts organizations with professional development and training, networking and mentorship opportunities, and community connection and accessibility”, this seems incorrect. (This and other sections of the mandate have recently disappeared. The mandate has shrunk considerably- has the funding?). They appear out of touch with the people they purport to represent, and do not survey them nor even provide a basic newsletter. Standard *Calls to Artists* are not adequately advertised, and the roster of artists is chosen partly on a project basis. This can unfairly exclude trained professionals, and appears to favour “friends”.

I note many smaller organizations have no access to funding other than an extremely long grants form that ties groups to the stated political aims of the Arts Council, which does not allow groups to decide what they find important. Enforced agendas about mental health and radical social justice do not foster freedom of artistic expression. Writers and theatre people told me they are unwilling to “jump through hoops” to appease the agendas of the Arts Council. We are Artists, not Social Workers; let us do our professions as we were trained to.

The Neighborhood Decision Making model is an option but there is no guaranteed arts funding there either, so well-connected power organizations can sometimes override arts altogether, especially as the city’s employees are more aware of the program than the general public.

I would like to outline some suggestions to the Committee for improvements regarding:

1. improved budget formats and oversight of arts spending to make it more transparent & accountable.
2. shorted forms for minor grants : \$500 grants should not need the same form as a \$10,000 one

3. specified spending amounts for Arts & Culture from Neighbourhood Decision making (or other body)
4. better inclusion of the arts community through surveys & funding for long-lived groups
5. better communication with the arts community through an improved newsletter
6. spaces for arts groups to meet without charge to allow them to grow
7. groups and individual artists in London to be featured on one website along with upcoming arts events
8. better networking so arts groups know about each other – we like to support and cross-promote arts
9. inclusion of Visual Artists in more festivals, and Dundas Place events, on a commission basis
10. better advertisement of all arts groups and productions (Tourism London site only -not appropriate for us)

I have spent a great deal of time in the last 2 years going over budgets, policies, and considering improvements. While some meetings with the Manager of Culture have been beneficial and resulted in changes (such as removing the small fee for artists to exhibit art in the libraries) the meeting with the Arts Council resulted in zero progress, not even an agreement to restore the newsletter or reach out to London's long-lived arts organizations for any opinions.

It is time to stop exploiting artists, writers, and performers for profit, where buildings and bureaucracies get paid but we do not; the current formula leads to a reduction in the number and quality of artists of all genres, while the respectful treatment of us yields more vibrant communities that people want to move to.

To ignore the vital energy that well-connected, growing arts groups can bring to the various communities in London is to neglect not only this creative energy, but the improved activity and spending that help to make a healthy economy – one that gets people out of their homes more, to participate in local programs and events.

I will offer as proof the activities LAVA has organized in ONE year:

- a well-attended opening show (120 people)
- an ARTWALK display of paintings on Richmond Row with 20+ businesses participating
- a community picnic and art show + composter demonstration (funded by Neighbourhood London)
- an elegant night out with local musicians
- an art display at the Woodfield Fair
- supporting FRINGE shows as a group
- a library exhibit & kick-off brunch

This city should not ignore its own plans. There has not been a five-year review as suggested by the *London Cultural Prosperity Plan*. There is not enough input from the community on the effectiveness of the current spending for arts, and it is time to do so. A group of well-connected individuals whose jobs are at stake are not the proper group to ask how well this is being done.

Sincerely,

Kathryn O'Neill, B. Ed, Major in Fine Arts  
359 Flanders Row, London

The following are excerpts only:

CANADIANART

NEWS / JUNE 25, 2019

## Culture Industries Have \$58.9 Billion Impact in Canada

*That's what the latest StatsCan data shows, and it's more than the national impact of accommodation and food services. It's also eight times more than sports*

Numbers released this spring by Statistics Canada indicate that the direct economic impact of culture industries was \$58.9 billion in Canada in 2017.

That's \$1,611 per capita, or 2.8% of national GDP.

And there's more of note in a summary of the StatsCan data recently released by Hill Strategies' Arts Research Monitor.

According to the latest numbers, overall economic impact of the culture industries outpaces that of agriculture, forestry, fishing and hunting (\$39 billion), accommodation and food services (\$46 billion) and utilities (\$46 billion). (At least in 2017.)

According to the StatsCan data, the culture industries also have eight times more economic impact than what is provided by sports. StatsCan says the direct economic impact of sports industries was \$7.3 billion in 2017, compared to nearly \$59 billion for culture.

The number of jobs in the culture industries, according to StatsCan, is also almost six times larger than in the sports industries—715,400 compared to 125,500.

StatsCan considered culture to include

- audiovisual and interactive media,
- visual and applied arts
- written and published works
- live performance
- privately held heritage and library resources, and
- sound recording, among other components.

(And all those culture industry numbers don't even include the impact of government-run organizations in the culture sector, or of education and training in the culture sector. Those impacts are \$7.6 billion (government-run orgs) and \$3.7 billion (education and training), respectively.)

**DEFERRED MATTERS**

**COMMUNITY AND PROTECTIVE SERVICES COMMITTEE**

as of November 21, 2019

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><b><u>2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></b>                      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><b><u>Salvation Army Commissioning</u></b>                      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><b><u>Mayor's Meeting With the Accessibility Advisory Committee – Update</u></b>                      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><b><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u></b></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><b><u>Administrative Monetary Penalty By-law</u></b></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><b><u>3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></b>  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><b><u>Proposed Accessible Vehicle for Hire Incentive Program – Update</u></b>  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><b><u>Tow Truck Solicitation at Accident Scenes</u></b>  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><b><u>Swimming Pool Fence By-law Review Update</u></b>  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><b><u>Special Events Policies and Procedure Manual</u></b>  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.	<b><u>Short Term Accomodations</u></b> 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	
12.	<b><u>Maintenance of Vacant Properties</u></b> 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.	November 5, 2019	Q1, 2020	G. Kotsifas	
13.	<b><u>Proposed Core Area Action Plan</u></b> That, on the recommendation of the Managing Director, Planning and City Planner, and the City Manager, the following actions be taken with respect to the proposed Core Area Action Plan: e) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with respect to clarification as to proposed wording that would be included on any "Kindness Meters";	November 12, 2019	TBD	M. Hayward J.M. Fleming	

# Accessibility Advisory Committee Report

The 11th Meeting of the Accessibility Advisory Committee  
November 28, 2019  
Committee Room #4

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

ABSENT: A. Bueschleb, J. Madden and P. Quesnel

ALSO PRESENT: K. Husain, H. Klausnitzer, J. Michaud and M. Stone

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

## 1. Call to Order

### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

## 2. Scheduled Items

### 2.1 East Lions Park/Community Centre Construction and Reconstruction of Churchill Avenue and Winnipeg Boulevard

That it BE NOTED that the attached presentation from S. Shannon, Dillon Consulting Limited and J. Michaud, Landscape Architect, with respect to the East Lions Park and Community Centre construction and the reconstruction of Churchill Avenue and Winnipeg Boulevard, was received.

### 2.2 Emergency Management for Persons with Disabilities

That it BE NOTED that the attached presentation from H. Klausnitzer, Manager, Emergency Operations Centre, with respect to emergency management for persons with disabilities, was received.

## 3. Consent

### 3.1 10th Report of the Accessibility Advisory Committee

That it BE NOTED that the 10th Report of the Accessibility Advisory Committee, from its meeting held on October 24, 2019, was received.

### 3.2 Public Meeting Notice - Zoning By-law Amendment - 1395 Riverbend Road

That it BE NOTED that the Public Meeting Notice, dated November 13, 2019, from L. Mottram, Senior Planner, with respect to a Zoning By-law Amendment related to the property located at 1395 Riverbend Road, was received.

3.3 Letter of Resignation - J. Wilson

That it BE NOTED that the letter of resignation, as appended to the agenda, from J. Wilson, was received.

3.4 Letter of Resignation - G. Ashford-Smith

That it BE NOTED that the letter of resignation, dated October 24, 2019, from G. Ashford-Smith, was received.

3.5 (ADDED) Notice of Planning Application - Official Plan Amendment - City-Wide Urban Design Guidelines

That the Notice of Planning Application, dated November 21, 2019, from A. Lockwood, Urban Designer, with respect to an Official Plan Amendment related to City-Wide Urban Design Guidelines, BE REFERRED to the next meeting of the Accessibility Advisory Committee Sub-Committee meeting for review.

**4. Sub-Committees and Working Groups**

None.

**5. Items for Discussion**

5.1 Barrier Free Sidewalks/Petition Update

That it BE NOTED that the communication dated November 20, 2019, from G. LaHay, with respect to barrier free sidewalks, was received.

5.2 Accessibility Advisory Committee 2020 Work Plan - Draft

That the draft Accessibility Advisory Committee (ACCAC) 2019 Work Plan, as appended to the agenda, BE REFERRED to the ACCAC Sub-Committee for review and a report back to the January 2020 meeting of the ACCAC.

5.3 ACCAC Brochures

That it BE NOTED that the Accessibility Advisory Committee (ACCAC) held a general discussion with respect to the distribution of various ACCAC brochures.

5.4 City of London Budget

That delegation status for the Chair of the Accessibility Advisory Committee, or designate, to speak at the January 23, 2020 Strategic Priorities and Policy Committee meeting with respect to the City of London Budget, BE REQUESTED.

5.5 Next Meeting Date and Time

That the start time of the January 23, 2020 Accessibility Advisory Committee meeting BE MOVED to 2:00 PM.

5.6 (ADDED) Community Diversity and Inclusion Strategy - Alternate Representative

That the Civic Administration BE ADVISED that if the current Accessibility Advisory Committee (ACCAC) representative at the Community Diversity and Inclusion Strategy Leadership Table cannot attend a meeting, the Chair or Vice-Chair of the ACCAC will attend in their place.

**6. Adjournment**

The meeting adjourned at 4:30 PM.



# Churchill Avenue and Winnipeg Boulevard Reconstruction

Accessibility Advisory Committee Presentation  
November 28, 2019



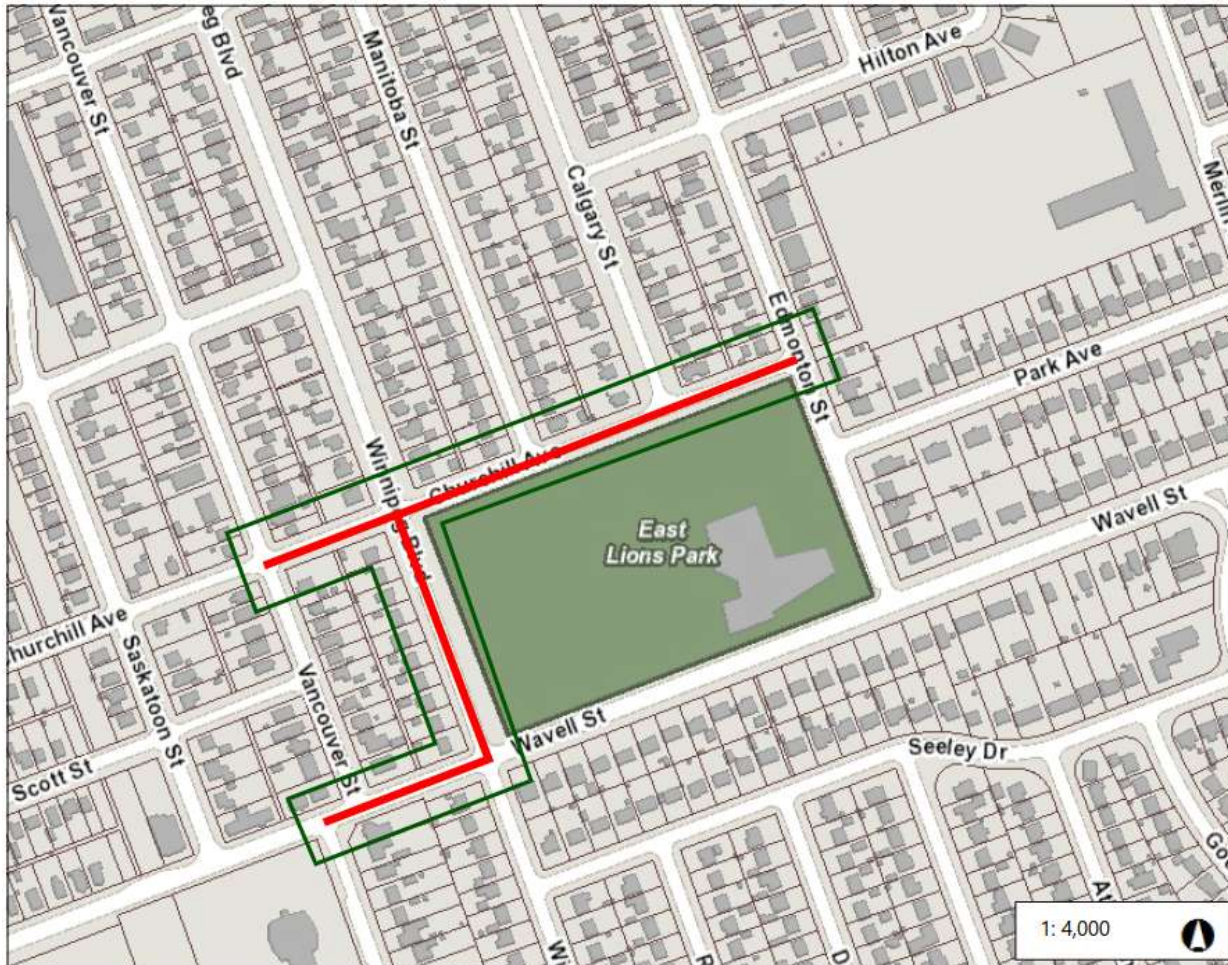
London  
CANADA

# AGENDA



- 1. EAST LIONS PARK PROJECT UPDATE**
- 2. ROAD PROJECT OVERVIEW**
- 3. RECOMMENDED DESIGN**
- 4. NEXT STEPS**
- 5. QUESTIONS**

# PROJECT OVERVIEW



## Legend

-  Project Extents
-  Street Limits

The Project Extents includes the following:

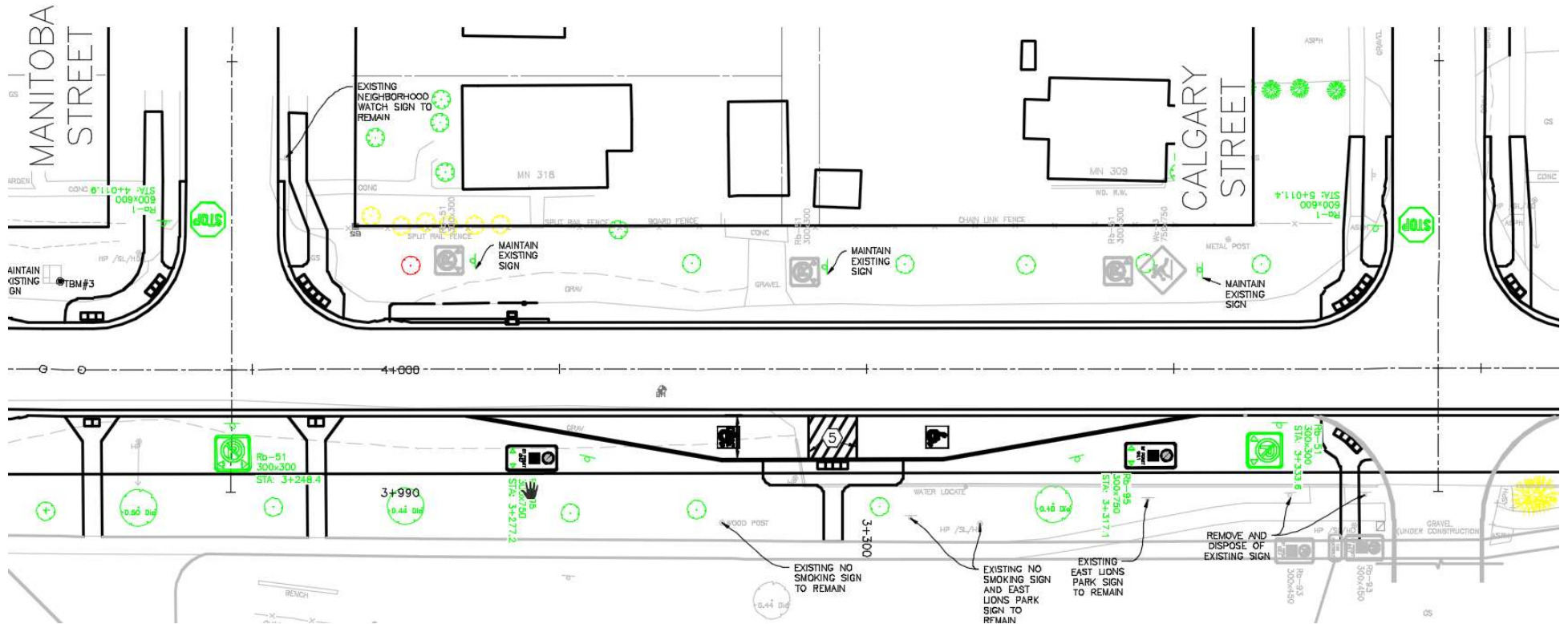
- Wavell Street – Vancouver Street to Winnipeg Boulevard
- Winnipeg Boulevard – Churchill Avenue to Wavell Street
- Churchill Avenue – Vancouver Street to Edmonton Street

Intersections included are:

- Wavell @ Vancouver, Winnipeg
- Winnipeg @ Churchill
- Churchill @ Vancouver, Manitoba, Calgary, Edmonton

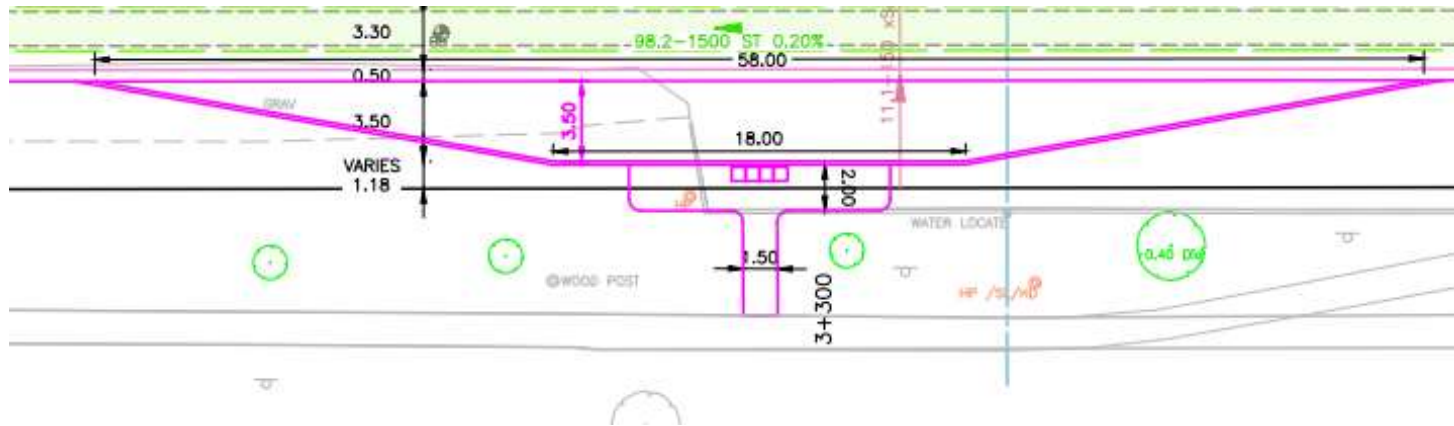


# ACCESSIBILITY DROP OFF AREA/PARKING



November 28, 2019

# ACCESSIBILITY DROP OFF AREA/PARKING

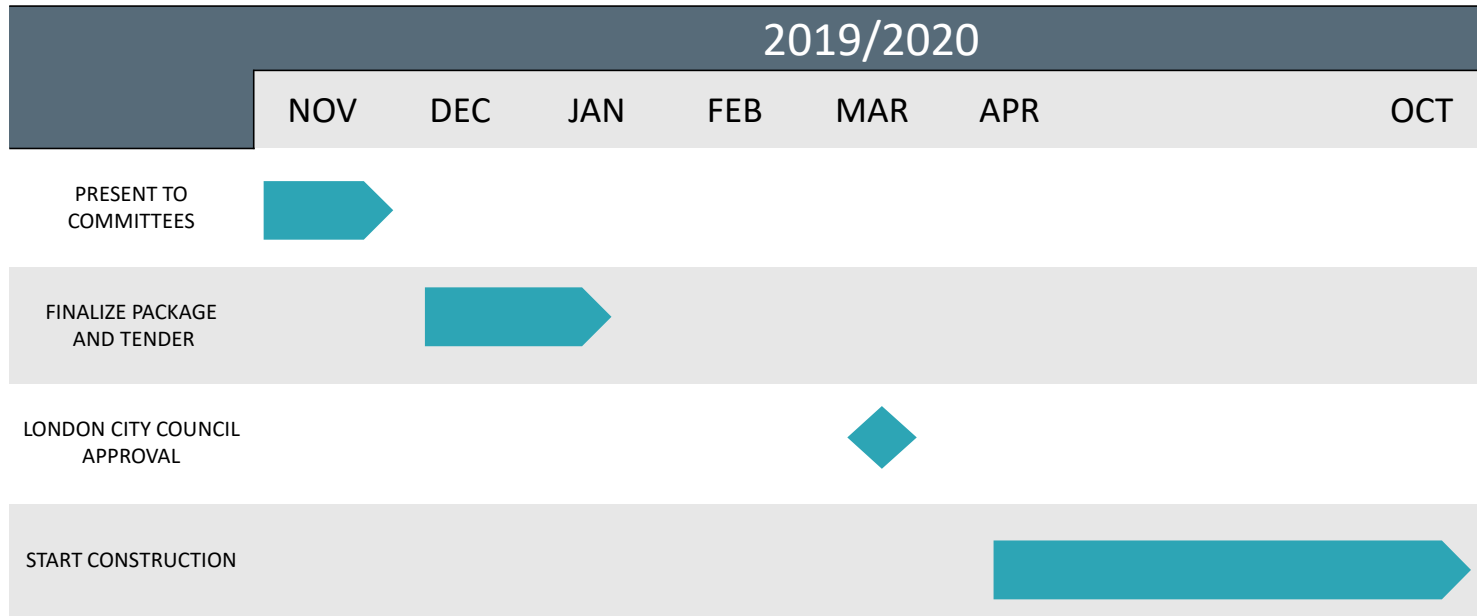


# ACCESSIBILITY DROP OFF AREA/PARKING



November 28, 2019

# NEXT STEPS



**THANK YOU FOR  
THE  
OPPORTUNITY TO  
PRESENT**



# Questions?

November 28, 2019

# EAST LIONS PARK



## LEGEND

1. TENNIS COURT
2. PICKLEBALL COURTS
3. BASKETBALL & ICE RINK
4. SOCCER FIELD
5. PING PONG TABLE
6. RAIN GARDEN
7. LOUNGE CHAIRS
8. BOARDWALK & LOOKOUT
9. BERM
10. TERRACED SEATING
11. PLAYER BENCHES
12. PICNIC TABLES
13. PLAYGROUND
14. ART SCULPTURE
15. BUS STOP
16. PEDESTRIAN CROSSING
17. FIELD LIGHTING

*Lights to be turned off by 11pm  
Please note: this is a conceptual design.  
Final locations may vary.*

### CONTACT INFORMATION

Eric Conway, Project Coordinator  
519-661-2489 ext. 4288  
elconway@london.ca

CONCEPTUAL DESIGN BY:

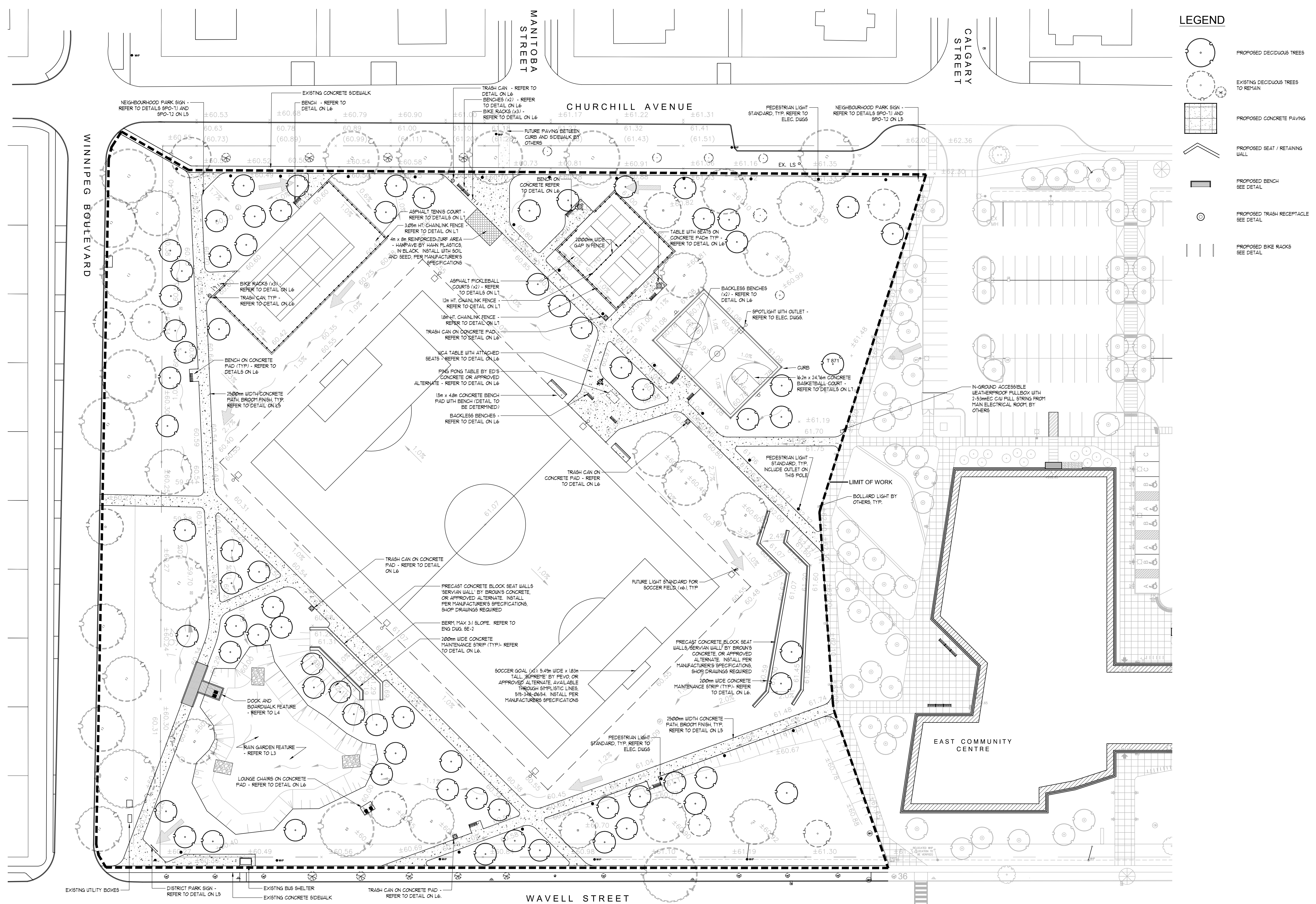
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architecture inc.  
preserve • create • sustain

DETAILED DESIGN BY:

**RON KOUDYS**  
LANDSCAPE  
ARCHITECTS

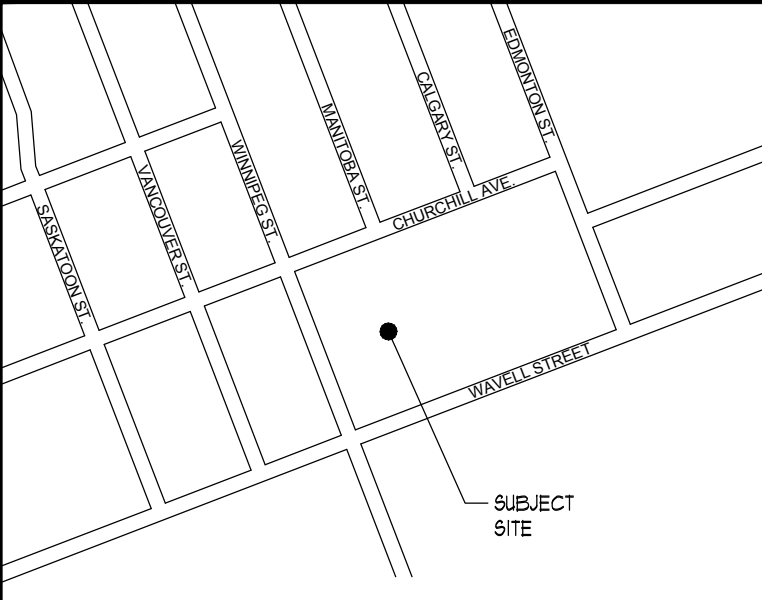


**London**  
CANADA



**LEGEND**

- PROPOSED DECIDUOUS TREES
- EXISTING DECIDUOUS TREES TO REMAIN
- PROPOSED CONCRETE PAVING
- PROPOSED SEAT / RETAINING WALL
- PROPOSED BENCH SEE DETAIL
- PROPOSED TRASH RECEPTACLE SEE DETAIL
- PROPOSED BIKE RACKS SEE DETAIL



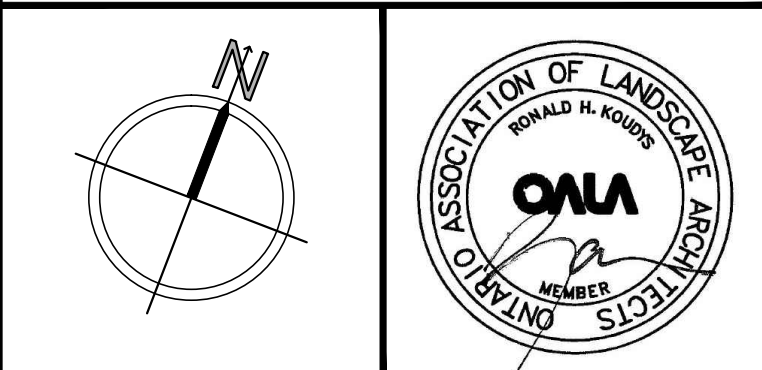
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Ronald H. Koudys, O.A.L.A. C.S.L.A. SEPT. 24, 2019  
DATE

DATE	DESCRIPTION	No.
SEPT. 24, 2019	ISSUED FOR CONSTRUCTION	10.
JUNE 5, 2019	ISSUED FOR TENDER	9.
MAY 23, 2019	ISSUED FOR REVIEW	8.
MAY 2, 2019	30% DD SUBMISSION	7.
MAR. 14, 2019	ISSUED FOR REVIEW	6.
MAR. 5, 2019	ISSUED FOR REVIEW	5.
FEB. 21, 2019	60% SUBMISSION - FINAL	4.
FEB. 11, 2019	60% SUBMISSION	3.
JAN. 18, 2019	ISSUED FOR REVIEW	2.
DEC. 19, 2018	ISSUED FOR REVIEW	1.

PLOTTING INFORMATION:  
 PLOTTED DATE - JUNE 5, 2019  
 PLOTTED SCALE - 1/1



PROJECT TITLE:  
**EAST LIONS PARK**  
 1731 CHURCHILL AVENUE  
 LONDON, ONTARIO

DRAWING TITLE:  
**SITE PLAN**

DATE: NOVEMBER 2018	SCALE: AS NOTED	DRAWING No.:
DRAWN: RKL/A Inc.	CHECKED BY: RHK	L-1
PROJECT No.:	18-249 LT	

**SITE PLAN**  
 SCALE = 1:400



## London's Emergency Management Program




Special Needs




## Presentation Overview

- The City of London Emergency Response Plan
- The top Hazards for the City of London
- Personal Preparedness
- Alert London (Emergency Notification System)
- Getting Prepared



## City of London Emergency Response Plan

- Authority (approved by By-law A.-7495-21)
- All hazard approach
- Levels of emergency (1 to 3)
- Process for declaring/terminating an emergency
- Notification and activation of the Plan
- Roles and Responsibilities of the Policy Group/EOC staff and the Incident Commander
- Responsibilities of EOC Advisors
- Response structure (the Incident Management System)



## Are You Prepared?

Have you ever thought about how to prepare for an emergency?

How would you:

- Look after your family for 72 hours
- Cope without power or water
- Contact your family and receive information





## Getting Prepared

Learn the three steps to getting prepared:

- Know the risks
- Make a plan
- Make an emergency kit



## Common Misconceptions

- Most emergencies are short lived
- I won't ever have to deal with an emergency where I live
- There are lots of emergencies I just can't prepare for
- Preparing takes too much time



## The Top Hazards

Can anyone guess what the top hazards are for the City of London?



## The Top Hazards

- Tornado (severe summer storm)
- Hazardous material incident (transportation incident)
- Critical infrastructure failure (e.g. extended power outage, phone system failures)
- Explosion/fire
- Freezing rain/ice storm (severe winter storm)
- Hazardous material incident (fixed site)
- Transportation emergency (rail)
- Transportation emergency (road)
- Flood (urban)





## Your Family's Emergency Preparedness

- Have a family meeting
- Consider everyone's needs including yourself
- Utilize the City of London Emergency Preparedness Guide as a tool
- Create a 72 hour emergency kit
- Rehearse your plan
- Ensure that you have copies of important documents and your plan
- Choose an out-of-town contact person
- Become familiar with the City of London's emergency management program



## A Home Escape Plan

- Create an home escape plan
- Identify a primary and alternate meeting places away from your home
- Record your emergency contact information
- Select an out-of-area contact person to relay messages
- Take an inventory of household possessions and place it in a safety deposit box
- Make plans for your pets (e.g. boarding)



## Prepare an Evacuation Plan

- Make arrangements ahead of time with relatives/friends who would be willing to provide you with temporary lodging in the event of an evacuation
- If you are directed to evacuate, take your emergency kit with you if safe to do so
- Carefully follow the instructions given by emergency authorities
- Stick to the evacuation route you have been told to follow and report to the reception centre
- When you arrive, register with the reception centre staff



## Shelter-in-Place

Depending on the emergency, you may be directed by public safety officials to shelter-in-place in your home or workplace

Be Prepared:

- Identify a room that will be your safe room
- Prepare a 72 hour kit. You may want to keep the kit in your safe room
- Include materials that will keep you safe room air tight (duct tape, towels, pre-cut pieces of plastic sheeting)



## Fast Fact

- Although the majority of Canadians believe that having an emergency plan and emergency kit are important, only a small minority have actually created them



## 72 Hour Emergency Kit

- 4 litres per person per day
- Non-perishable food
- Manual can opener
- First aid kit
- Flashlight, radio and spare batteries
- Personal hygiene supplies (e.g. tooth brush)
- Money (include small bills and change)
- Copies of important documents
- Emergency contact information
- Grab and go bag with medication, prescriptions, medical documents
- **At Work, Facility emergency kits**



## Vehicle Emergency Kit

- Water
- Emergency food supply (e.g. energy bars)
- Seat belt cutter and window breaking tool
- First aid kit
- Flashlight
- Seasonal clothing (mitts, scarf, boots, socks)
- Seasonal supplies (e.g. scrapper, snowbrush, shovel, anti-freeze)
- Small bills and change
- Fire extinguisher



## Pet Emergency Kit

- Food, water bowls, paper towels, can opener
- Blanket, small toy and treats, Leash
- Pet carrier for transportation
- Current photo of your pet (in the event that your pet gets lost)
- Up-to-date ID tags with your contact number
- Copy of pet license
- Medication
- Copies of vaccination and vital records
- Location of pet friendly hotels
- **Service Animals**





## Plan for High-rise Residents

- Evacuation Plan
- Know your exits
- Extra water and food in case of a power outage (e.g. no access to the elevators)
- Furniture on balconies and high winds
- Does your high-rise have a contingency plan for a back-up generator in the event of a prolonged loss of power

*Talk to your superintendent, building manager*



## Alert London



Register online at:

[London.ca/AlertLondon](http://London.ca/AlertLondon)



## Alert London

- The City's new Emergency Notification System
- Residents can register online or by mail
- Register various contact paths (e.g. home phone, work phone, cell phone, text, and/or email addresses)
- Alert London will notify residents of a large scale emergency and provide public safety messages (e.g. community wide evacuation, shelter-in-place)



## Special Needs

- Mobility Considerations
- Vision, Hearing Loss
- Medications, special needs equipment
- Non-visible Disabilities
- Seniors
- Travel
- Do's and Don'ts

*Be Aware and Be Prepared*



## London Community Emergency Management Program Committee

Members include:

- City of London: CSEM, EES (Water, Roads), ESS, NCFS, Community Services, Corporate Communications
- London Fire Department
- London Police Service
- Middlesex-London Emergency Medical Services
- Middlesex London Health Unit
- London Health Sciences Centre and St Joseph's
- London Hydro
- London Transit
- Middlesex County



## Get Prepared

- City of London: [London.ca/Emergency](http://London.ca/Emergency)
- Middlesex County: [Middlesex.ca](http://Middlesex.ca)
- Office of the Fire Marshall and Emergency Management: [Ontario.ca/emo](http://Ontario.ca/emo)
- Environment Canada Weather: [weather.gc.ca](http://weather.gc.ca)
- Public Safety Canada: [publicsafety.gc.ca](http://publicsafety.gc.ca)