

# Agenda Including Addeds

## Community and Protective Services Committee

5th Meeting of the Community and Protective Services Committee

March 29, 2022, 4:00 PM

Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Meetings can be viewed via live-streaming on YouTube and the City website

Members

Councillors M. Cassidy (Chair), M. Salih, J. Helmer, M. Hamou, S. Hillier, Mayor E. Holder

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# Accessibility Advisory Committee

## Report

2nd Meeting of the Accessibility Advisory Committee

February 24, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Attendance                   PRESENT: J. Menard (Chair), T. Eadinger, D. Haggerty, N. Judges, P. Moore, B. Quesnel, P. Quesnel and D. Ruston and J. Bunn (Committee Clerk)

ALSO PRESENT: D. Baxter, K. Husain, A. Pascual, J. Raycroft and M. Stone

ABSENT: M. Bush, A. McGaw, K. Pereyaslavska and K. Steinmann

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

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

None.

### 3. Consent

#### 3.1 1st Report of the Accessibility Advisory Committee

That it BE NOTED that the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 27, 2022, was received.

### 4. Sub-Committees and Working Groups

None.

### 5. Items for Discussion

#### 5.1 Accessible Election Plan 2022 - RESUBMITTED

The Civic Administration BE ADVISED that the Accessibility Advisory Committee endorses the Accessible Election Plan 2022, as appended to the Agenda.

### 6. Adjournment

The meeting adjourned at 3:36 PM.

# London Housing Advisory Committee

## Report

The 2nd Meeting of the London Housing Advisory Committee  
March 9, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Attendance                      PRESENT: B. Harris (Chair), M. Joudrey, C. O'Brien, B. Odegaard, and J. Peaire; A. Pascual (Committee Clerk)

ABSENT: D. Peckham and M. Richings

ALSO PRESENT: Councillor J. Fyfe-Millar; E. Ling, C. Lovell, G. Matthews, N. Musicco, and D. Purdy

The meeting was called to order at 12:17 PM; it being noted that the following members were in remote attendance: B. Harris, M. Joudrey, C. O'Brien, B. Odegaard, and J. Peaire.

### 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 Short-term Accommodations

That it BE NOTED that the presentation, as appended to the agenda, from E. Ling, Specialist I, Municipal Policy, with respect to Short-term Accommodations, was received.

### 3. Consent

#### 3.1 1st Report of the London Housing Advisory Committee

That it BE NOTED that the 1st Report of the London Housing Advisory Committee, from its meeting held on December 8, 2021, was received.

#### 3.2 Municipal Council - 1st Report of the London Housing Advisory Committee

That it BE NOTED that the Municipal Council resolution from its meeting held on January 25, 2022, with respect to the 1st Report of the London Housing Advisory Committee, was received.

#### 3.3 Odell Jalna Social Housing Provider Proposal

That it BE NOTED that the staff report dated February 1, 2022, from G. Kotsifas, Deputy City Manager, Planning and Economic Development, related to the Odell Jalna Social Housing Provider Proposal, was received.

#### 3.4 End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis

That it BE NOTED that the staff report dated February 1, 2022, from G. Kotsifas, Deputy City Manager, Planning and Economic Development,

related to the End of Mortgage (EOM) and End of Operating Agreement (EOA) Impacts and Analysis, was received.

3.5 Notice of Planning Application - Zoning By-law Amendment - 258 Richmond Street

That it BE NOTED that the Notice of Planning Application dated February 23, 2022 from A. Singh, Planner I, related to a Zoning By-law Amendment for the property located at 258 Richmond Street, was received.

3.6 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 1737 Richmond Street

That it BE NOTED that the Notice of Planning Application dated March 2, 2022 from N. Pasato, Senior Planner, related to Official Plan and Zoning By-law Amendments for the property located at 1737 Richmond Street, was received.

**4. Adjournment**

The meeting adjourned at 1:02 PM.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee  
**From:** Lynne Livingstone, City Manager  
**Subject:** RFP-2022-007 Contract Award Recommendation for Service Delivery Improvements project on behalf of the London & Middlesex Local Immigration Partnership  
**Date:** March 29, 2022

## Recommendation

That, on the recommendation of the City Manager, the following actions **BE TAKEN** with respect to the award of the contract for Request for Proposal (RFP) 2022-007 – Developing a Model for Community Planning of Settlement Services for the London & Middlesex Local Immigration Partnership, as per London City of London Procurement Policy Section 12.2 (b), requiring Committee and City Council approval for RFP awards greater than \$100,000.

- a) The Request for Proposal 2022-007 in the amount of \$429,419 excluding HST, **BE AWARDED** to Mellor Murray Consulting. The proposal submitted by the proponent meets the City's requirements and complies with the Procurement of Goods and Services Policy;
- b) that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this award;
- c) that approval given herein **BE CONDITIONAL** upon the Corporation entering into a formal contract with the Consultant for the work; and,
- d) the Mayor and the City Clerk **BE AUTHORIZED** to execute any contract or any other documents, to give effect to these recommendations.

## Executive Summary

On December 21, 2021, Council approved a by-law authorizing the Corporation of The City of London to sign a Contribution Agreement with Immigration Refugees and Citizenship Canada, for funding on behalf of the London & Middlesex Local Immigration Partnership for a Service Delivery Improvements: Developing Models of Community-based Plans for Settlement Service Delivery and Funding.

The Contribution Agreement includes funding for a consultant.

A competitive Request for Proposal process awarded Mellor Murray Consulting.

## Linkage to the Corporate Strategic Plan and the London Community Recovery Network

The proposed agreement between the City of London and Immigration, Refugees and Citizenship Canada is aligned with London's 2019-2023 Strategic Plan under the Strategic Area of Focus - Strengthening our Community with the outcome: Londoners are engaged and have a sense of belonging in their neighbourhoods and community and the expected result: Increase the number who feel welcomed and included, and Strategy – Create inclusive engagement opportunities for Londoners.

As the London Community Recovery Network has noted, the pandemic has disproportionately impacted vulnerable and marginalized communities including Newcomers, Indigenous Peoples and Visible Minorities.

# Analysis

## 1.0 Background Information

### 1.1 Previous Reports Related to this Matter

- Local Immigration Partnership Funding Application (CPSC: May 26, 2008)
- Local Immigration Partnership Funding (CPSC: January 26, 2009)
- Contract for Local Immigration Partnership (BoC: July 22, 2009)
- Local Immigration Partnership – Signing Authority (BoC - Sept. 16, 2009)
- Update re Local Immigration Partnership (CPSC: January 11, 2010)
- London & Middlesex Local Immigration Partnership Strategic Plan & Update (CPSC: Sept. 27, 2010)
- Update on London & Middlesex Local Immigration Partnership (CNC: May 17, 2011)
- London & Middlesex Local Immigration Partnership Strategic Plan 2013-2016 and Update (CPSC: August 25, 2014)
- London & Middlesex Immigration Partnership Strategic Plan 2016-2019 (CPSC: September 20, 2016)
- Agreement for London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada (CPSC: February 19, 2020)
- City-WIL Purchase of Service Agreement for London & Middlesex Local Immigration Partnership (CPSC: March 31, 2020)
- Discrimination experienced by Immigrants, Visible Minorities and Indigenous Peoples in London and Middlesex, An Empirical Study by the London & Middlesex Local Immigration Partnership (CPSC: September 21, 2021)
- Agreement for London & Middlesex Local Immigration Partnership with IRCC (CPSC: December 14, 2021)

## 2.0 Discussion and Considerations

### 2.1 Purpose

The purpose of this report is to recommend approval to enter into a Purchase of Service Agreement with Mellor Murray Consulting for the project Service Delivery Improvements: Developing Models of Community-based Plans for Settlement Service Delivery and Funding on behalf of the London & Middlesex Local Immigration Partnership for \$429,419 excluding HST for the period of April 19, 2022, to December 31, 2023.

### 2.2 Background

The London & Middlesex Local Immigration Partnership LMLIP is one of over 80 Local Immigration Partnerships across Canada, funded by Immigration, Refugees and Citizenship Canada since 2009. The LMLIP is a collaborative community initiative designed to strengthen the role of local and regional communities in serving and integrating immigrants. LMLIP is co-chaired by an individual appointed by the City of London and a community volunteer, and it takes an active strategic community approach which has resulted in successful outcomes for immigrants in our community.

On December 21, 2021, the City of London entered into a Contribution Agreement on behalf of the London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada for a Service Delivery Improvements project: Developing Models of Community-based Plans for Settlement Service Delivery and Funding. The initiative is fully funded by IRCC for a total value of \$535,283 over three fiscal years.

The objective of the project is the development of a model that uses an integrated whole-of-community approach to settlement service delivery and funding. The project

focuses on designing and developing a community-based plan that incorporates a local approach to direct and indirect service delivery and funding best suited to the needs of and requirements of our community. The project includes an environmental scan, a series of community consultations, and design of a locally based community plan. The goal is to develop a model for community planning that is responsive to newcomers' needs and promotes a welcoming community.

The Service Delivery Improvements project will be supported by a consulting company, over the period April 2022 to December 2023.

### **3.0 Procurement Process**

A Request for Proposals was issued on January 28, 2022, through Purchasing and Supply, Financial Services and was posted on london.bidsandtenders.ca with a closing date of February 24, 2022.

Promotion of the proposal met general advertising practices of Purchasing and Supply including posting on london.bidsandtenders.ca.

Submissions were received from four vendors. The submissions were reviewed and evaluated by staff from Anti-Racism and Anti-Oppression, Life Stabilization, and volunteers of the London & Middlesex Local Immigration Partnership.

Following the competitive process, Mellor Murray Consulting was determined to be the highest scoring proponent.

### **4.0 Financial Impact/Considerations**

#### **4.1 Funding**

There is no financial impact to the Corporation for the Purchase of Services Agreement between the City of London and Mellor Murray Consulting.

## **Conclusion**

The London & Middlesex Local Immigration Partnership has been working with the community since 2009 to settle and integrate immigrants. A strong project team and large group of dedicated volunteers have contributed to positive outcomes for immigrants. These efforts contribute directly to Council's vision and efforts of building a welcoming and inclusive community for all.

<b>Prepared by:</b>	<b>Jill Tansley, Manager, Strategic Programs &amp; Partnerships</b>
<b>Submitted by:</b>	<b>Rumina Morris, Director, Anti-Racism and Anti-Oppression</b>
<b>Recommended by:</b>	<b>Lynne Livingstone, City Manager</b>



## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith  
Deputy City Manager, Neighbourhood and Community-Wide Services

**Subject:** Oakridge Resident Engagement Results

**Date:** March 29, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services:

- a) The short-term project, upgrades to tennis courts in Oakridge Optimist Park, identified through resident engagement near the Oakridge Assessment Centre **BE ENDORSED**;
- b) The budget for the short-term project, upgrades to tennis courts in Oakridge Optimist Park, **BE APPROVED** in accordance with the Sources of Financing Report attached hereto as Appendix "A"; and,
- c) Civic Administration **BE DIRECTED** to proceed with implementation of the upgrades to tennis courts in Oakridge Optimist Park, it being noted that this work will be undertaken in accordance with the Procurement of Goods and Services Policy.

## Executive Summary

As a way for the City of London to express gratitude to Oakridge area residents for hosting a COVID-19 Assessment Centre, Civic Administration undertook an engagement process to find out what residents would like to see as enhancements, activities, or events in their neighbourhood. Oakridge residents submitted ideas, and then voted on which ideas they would like to see implemented most. Residents voted on both short-term and long-term ideas. The short-term idea that received the most votes was upgrades to tennis courts in Oakridge Optimist Park, while the long-term idea that received the most votes was a revitalization of the Oakridge Arena or a new community centre in Oakridge.

## Linkage to the Corporate Strategic Plan

Community engagement is aligned with the following strategic area of focus, as presented in the City of London Strategic Plan 2019-2023.

- Strengthening Our Community – Londoners are engaged and have a sense of belonging in their neighbourhoods and community.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- None

## 1.1 Background and Purpose

At its meeting held on August 10, 2021, Municipal Council resolved that the following actions be taken with respect to the communication, dated July 6, 2021, from Councillors S. Lehman and J. Helmer and Mayor E. Holder, related to Recognizing the Impact of Hosting COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre:

- a) the Civic Administration **BE DIRECTED** to consult residents, especially those close to the COVID-19 assessment centres, about priorities for new recreational amenities or upgrades to existing recreational amenities in the general area; and,
- b) the Civic Administration **BE DIRECTED** to explore potential provincial and federal funding opportunities for recreational infrastructure and to report back with recommended new or upgraded recreational amenities in the general area of both testing centres, along with a recommended source of financing.

The purpose of this report is to:

- outline the process taken to engage Oakridge area residents; and,
- provide the results of the resident engagement, including the recommended project to implement.

## 2.0 Discussion and Considerations

### 2.1 Resident Engagement Process and Results

A resident engagement process was launched in response to Council's direction. The engagement promoted opportunities for Oakridge area residents to share ideas of what they would like to see as enhancements, activities, or events in their neighbourhood as a thank you for hosting a COVID-19 Assessment Centre. The process was called "Oakridge Decides" and was modelled after the Neighbourhood Decision Making engagement process.

From November 2021 to February 2022, the Oakridge Decides engagement was implemented in two phases.

#### Phase I: Idea Submission

Residents were invited to share ideas for enhancements they would like to see in their neighbourhood. Ideas were submitted through the City's engagement website which provided residents with the opportunity to engage both with Civic Administration and each other. Ideas were then vetted by City Staff for feasibility.

Oakridge residents were very engaged through this phase. Engagement data included:

- over 1000 visits to the [getinvolved.london.ca/oakridge](https://getinvolved.london.ca/oakridge) site;
- 357 people indicating support for submitted ideas;
- 49 comments and 5 questions; and,
- 60% of residents indicated they learned about the opportunity from a postcard sent to their home.

Between November 2021 and January 2022, 84 idea submissions were received. After vetting all ideas for feasibility, 30 made it to the ballot.

#### Phase II: Vote on Top Ideas

Feasible ideas were added to a survey through which Oakridge area residents could vote for their top ideas. Voting options included: online, over the phone, or in person throughout the month of February. All residents, regardless of their age were invited to vote for up to three short-term ideas and one long-term idea.

A number of promotional tactics were used to reach residents, noting that in person engagement opportunities were limited at the time because of provincial and local COVID-19 health restrictions. Tactics included:

- creation and promotion of a unique engagement webpage (getinvolved.london.ca/oakridge) that acted as a central location for all updates and engagement opportunities;
- mobile signage in neighbourhood locations;
- postcards to every house in the Oakridge planning district;
- townhall meeting;
- targeted social media promotion; and,
- emails to residents and community groups.

The total number of votes cast was 430. The breakdown by voting option included:

- 373 online votes;
- 18 phone votes; and,
- 39 in person votes.

## **Winning Ideas**

### Short-term

Short-term ideas were defined as projects that can be completed within 1 to 2 years depending on seasonal constraints and COVID-19 impacts; and require less resources to implement.

The short-term idea that received the most votes was an upgrade to tennis courts in Oakridge Optimist Park. This idea involves resurfacing the tennis courts and painting new lines.

### Long-term

Long-term ideas were defined as projects that will take longer than 2 years to complete and may be contingent on additional funding from other levels of government, securing a suitable location, construction approval processes and public engagement.

The long-term idea that received the most votes was a revitalization of the Oakridge Arena or the creation of a separate community space in Oakridge for programming, storage of equipment, and community meetings and events.

There is no funding within the 10-year capital plan to expand the Oakridge Arena. In addition, this area of the city was not identified in the 2019 Parks and Recreation Master Plan as a priority location for new community centre space.

Civic Administration will look for opportunities to apply for applicable provincial and federal funding for revitalization of Oakridge Arena if and when it becomes available.

For the full list of submitted ideas and how many votes they received please see [Appendix B](#).

## **3.0 Financial Impact/Considerations**

The estimated cost to implement the upgrades to tennis courts in Oakridge Optimist Park is \$200,000. Subject to the approval of the recommendations in this report, a budget will be established for this amount and this work will be procured in accordance with the Procurement of Goods and Services Policy, not to exceed the \$200,000 budget. This project will not result in additional operating costs because it is an existing park amenity.

## **4.0 Next Steps**

Pending Council's approval, Civic Administration will aim to upgrade the tennis courts in

Oakridge Optimist Park within the next two years. Civic Administration will also explore potential provincial and federal funding opportunities for the long-term project, revitalization of the Oakridge Arena if and when they become available.

Once the COVID-19 Assessment Centre at Carling Heights Optimist Community Centre has concluded operations, Civic Administration will initiate a similar engagement process for surrounding residents.

## **Conclusion**

Oakridge residents expressed their appreciation for the opportunity to receive an enhancement in their neighbourhood as a thank you for hosting a COVID-19 Assessment Centre. In addition, positive comments were received about the engagement process and opportunities to contribute. The idea to upgrade the tennis courts in the Oakridge Optimist Park was well-received. These tennis courts are well-used by both Oakridge residents as well as the many Londoners who visit Oakridge Optimist Park. The information gathered from residents about what they would like to see in their neighbourhood will be shared across Service Areas and help inform future planning.

**Prepared by:** Kaitlyn Banuelos, Supervisor, Neighbourhood, Development and Support

**Submitted by:** Kristen Pawelec, Director, Community Development and Grants

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

**cc.** Anna Lisa Barbon, Deputy City Manager, Finance Supports  
Kelly Scherr, Deputy City Manager, Environment and Infrastructure  
Adam Thompson, Manager, Government and External Relations

Appendix "A"

#22037

March 29, 2022

(Establish Budget)

Chair and Members

Community and Protective Services Committee

RE: Oakridge Resident Engagement Results - Repairs to Tennis Courts in Oakridge Optimist Park  
New Capital Project PK1101-Tennis Courts Repairs - Oakridge Optimist Park - Covid Engagement

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**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that there is no existing financing in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the detailed source of financing is:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Additional Requirement (Note 1)</b>	<b>Revised Budget</b>
Construction	0	200,000	200,000
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>Sources of Financing</b>			
Capital Receipts	0	200,000	200,000
<b>Total Financing</b>	<b>\$0</b>	<b>\$200,000</b>	<b>\$200,000</b>

Note 1: The additional requirement can be accommodated by a transfer from previously released pay-as-you-go funding. Through the 2020 Year-End Capital Budget Monitoring Report and COVID-19 Impacts (Strategic Priorities and Policy Committee, April 27, 2021), recommendation c), \$213,000 of surplus pay-as-you-go funding was released.

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Kyle Murray

Director, Financial Planning and Business Support

HB

## Appendix B: Ideas and Corresponding Vote Results

The following list outlines the results of the resident engagement process. Ideas are listed in order from most votes to least votes. The idea, description of the idea, followed by the location if applicable, and number of votes in brackets is included below.

### Short-Term Ideas

Short-term ideas are projects that can be completed within 1 to 2 years depending on seasonal constraints and COVID-19 impacts. Short-term ideas will require less resources to implement.

- Upgrade to tennis courts: resurface tennis courts with newly painted lines in Oakridge Optimist Park (119)
- Fitness Circuit: install an outdoor circuit of fitness equipment for free and accessible workout options in Oak Park (107)
- Beach Volleyball Court: addition of a beach volleyball court will allow people of all ages to play in a fun, free setting without having to pay or drive out of the community at Westdale Park (94)
- New Trees: plant additional trees throughout Oakridge neighbourhood (92)
- Indoor Roller-Skating Program: create opportunities for roller-skating during the season when ice is not present at Oakridge Arena (83)
- Basketball Court: install a full-size basketball court with two nets in Westdale Park (83)
- Street Tree Maintenance: provide streets with additional tree trimming and maintenance in Oakridge neighbourhood (77)
- Additional Shade Structure: add a second shelter structure similar to the existing shade structure to the other side of the spray pad in Oakridge Optimist Park (72)
- Community Garden: build a community garden for the local neighbourhood to grow fruits, vegetables, and flowers in Oakridge Optimist Park (67)
- Additional Benches: install additional benches across Oakridge neighbourhood parks (59)
- Art Festival: promote arts and culture by holding a festival showcasing art, music, and theatre in Oakridge Optimist Park and Oakridge Arena (58)
- Pedestrian Crossover: install a crossover with pavement markings and signage to increase ease and safety of crossing at Riverside Drive near St. Anthony Road, by the Alder Grove walkway (56)
- Outdoor Table Tennis: add an outdoor table tennis game that provides endless entertainment for people of all ages in Oakridge Neighbourhood (55)
- Repairs to Park Walkway: widen and level the current asphalt walkway in Oakridge Optimist park (54)
- Discover Oakridge Community Event: host community events like art festivals, music shows, and educational events like the ecological significance of the Sifton Bog and the Indigenous connections to Oakridge (47)
- Reading Garden with Little Library: create a reading garden with a free “leave a book, take a book” library in Oakridge Optimist Park (43)
- Low-Mobility High Back Swing: adding a high back swing will make the swing accessible for children of all abilities in Huntington Park (24)
- Additional Garbage Cans: increase supply of garbage cans to the park during spring, summer, and fall months in Oakridge Optimist Park (18)

### Long-Term Ideas

Long-term ideas are projects that will take longer than 2 years to complete and may be contingent on additional funding from other levels of government, securing a suitable location, construction approval processes and public engagement.

- Revitalization of Oakridge Arena or New Community Centre: build an addition on Oakridge Arena or create a separate community space for programming, storage of equipment, and community meetings and events at Oakridge Arena or alternate location (107)

- Outdoor Ice Rink on a Multi-Purpose Pad: install a multi-purpose concrete pad that could be used to create a neighbourhood-managed ice rink during the winter months in Oakridge Arena or Westdale Park (104)
- Pickleball Courts: replace one existing tennis court with two pickleball courts in Oakridge Optimist Park (71)
- Dog Park: create an off-leash dog park in Northwest London outside of Oakridge neighbourhood (25)
- Bandshell: installing a bandshell in the park will provide a smaller venue for concerts, movies, and picnics in Oakridge Optimist Park (25)
- Skateboard Park: install a neighbourhood skate park geared towards beginners and intermediate level skaters in Oak Park (24)
- Short Rock Climbing / Bouldering Wall: the approximately 8-foot high bouldering wall will help foster coordination, strength, confidence, and problem-solving among its users in Oakridge Optimist Park (18)
- Enhancements to Clara Brenton Woods: repair fencing, remove large trees blocking the path, clean up graffiti and make paths more accessible in Clara Brenton Woods (18)
- Sidewalk Improvements: improvements to better separate the sidewalk from the road along Riverside Drive to increase pedestrian safety at Riverside Drive near Palmtree Avenue and near St. Anthony Road (12)
- Lighting on Soccer Field: the addition of lighting to the soccer field would provide the community with many more hours of fun on the field in Oak Park (11)
- Improved Access to Clara Brenton Woods: build a safer, more ecological entrance in the form of a trail to replace previous staircase in Clara Brenton Woods (11)
- Pedestrian Signal Crossing: install a crossover with pavement markings, signs, pedestrian push buttons, and overhead lights to increase ease and safety of crossing Riverside Drive at Riverside and Warren Road (7)

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Service

Kevin Dickins, Deputy City Manager, Social and Health Development

Kelly Scherr, Deputy City Manager, Environment and Infrastructure

Scott Mathers, Deputy City Manager, Planning and Economic Development

**Subject:** Roles and Responsibilities of Local School Boards and Collaboration with the City of London

**Date:** March 29, 2022

## Recommendation

That, on the recommendations of the Deputy City Managers of Neighbourhood and Community-Wide Services, Social and Health Development, Environment and Infrastructure, and Planning and Economic Development, the following report on Roles and Responsibilities of Local School Boards and Collaboration with the City of London **BE RECEIVED** for information.

## Executive Summary

This report provides an overview of provincial, local school board, and municipal roles and responsibilities related to school planning and collaboration.

## Linkage to the Corporate Strategic Plan

The policies, procedures, and relationships with local school boards are aligned with the following strategic areas of focus in the City of London Strategic Plan 2019-2023:

- Building a Sustainable City, under the outcome London's growth and development is well planned and sustainable over the long term; and,
- Strengthening Our Community, under the outcome Londoners have access to the supports they need to be successful.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Closed Schools Sites: Evaluations and Approach 18 Elm Street and 1958 Duluth Crescent\) \(May 27, 2019\)](#)
- [London-Middlesex Child Care and Early Years Service System Plan: 2019-2023 \(May 28, 2019\)](#)
- [Neighbourhood School Strategy – Evaluation and Acquisition of Surplus School Sites \(October 9, 2018\)](#)



- [Neighbourhood School Strategy – Evaluation and Acquisition of Surplus School Sites \(April 3, 2018\)](#)
- [Thames Valley District School Board and City of London Joint Use of Facilities Agreement \(July 21, 2014, August 25, 2014 and November 17, 2014\)](#)

## 2.0 Discussion and Considerations

### 2.1 Background and purpose

At its meeting on July 6, 2021 Municipal Council resolved:

That the Civic Administration BE DIRECTED to provide an information report at a future meeting of the Community and Protective Services Committee with respect to the roles and responsibilities of the local school boards and how the City of London interacts with the boards related to items listed in the communication, as appended to the Agenda.

Please find the communication and resolution attached as [Appendix A](#).

A review of provincial, local school board, and City of London policies and procedures that relate to school planning and collaboration has been completed. The purpose of this report is to:

- provide an overview of provincial, local school board, and municipal roles and responsibilities related to school planning; and,
- outline how the City of London interacts and collaborates with local school boards.

### 2.2 General Roles and Responsibilities

#### Province

Education is the responsibility of provincial governments in Canada. In Ontario, education and publicly funded school boards are governed by the [Education Act, R.S.O. 1990, c. E.2 \(ontario.ca\)](#) (*Education Act*).

The *Education Act* and its regulations provide the statutory basis for how education is delivered to students who are enrolled in the publicly funded school system in Ontario. The regulation includes sections on powers of the boards in regard to schools and attendance areas, surplus schools, school capacity, capital planning, accommodation planning, and agreements for share use of spaces.

#### School Boards

Ontario's school boards operate the province's publicly funded schools. The boards administer the funding they receive from the province for their schools.

School boards have a number of responsibilities related to school planning including: determining the number, size and location of schools; building, equipping and furnishing schools; prudent management of funds allocated by the province to support all board activities, including the building and maintaining of schools; and ensuring schools abide by the *Education Act* and its regulations.

#### Municipalities

Municipalities support and interact with school boards in a variety of ways such as providing technical information to support planning, developing policies to guide collaboration, supporting building permit and inspection processes, and partnering on shared use of spaces and capital projects to name a few.

In addition, municipalities have some legislative obligations through the *Planning Act* Regulations (O.Reg 545/ O.Reg 545/06 for ZBAs and 543/06 for OPs/OPAs) including a requirement to circulate all planning applications to school boards so they are able to track development activity across the district.

Subsection 51(24) of the *Planning Act* identifies the criteria to be considered in reviewing draft plan of subdivisions which includes “the adequacy of school sites”. While the Act doesn’t provide explicit powers with respect to the identification and protection of school blocks, conditions to the approval of a plan of subdivision may be imposed which in the opinion of the Approval Authority are reasonable, having regard to the nature of the development proposed for the subdivision. This would include the power to identify and reserve blocks for future school sites.

### **2.3 School Planning and Collaboration**

This section provides background on London’s local school boards and details their roles and responsibilities related to long-term accommodation planning and facility collaboration. It also includes ways the City of London interacts and collaborates with school boards on these items. Please note that partnerships and interactions with local school boards span across a number of priorities and community plans and are not limited to what is included in this report.

There are four (4) publicly funded school boards within the City of London:

- Thames Valley District School Board (TVDSB);
- London District Catholic School Board (LDCSB);
- Conseil scolaire catholique Providence; and,
- Conseil scolaire Viamonde.

All local school boards have similar policies, procedures, and reporting in place related to school planning and collaboration. This section pulls from the Thames Valley District School Board (TVDSB) policies and procedures as an example. For more details about TVDSB long-term accommodation planning and links to policies and procedures please see [Appendix B](#).

#### Pupil Accommodation

##### **School Board Roles and Responsibilities**

- Provide students with accommodation which supports students’ achievement, safety and well-being.
- Ensure long-term sustainability of school system.
- Identify opportunities for collaborative facility arrangements with community organizations.
- Manage resources effectively.

There are a number of [procedures](#) that support this work. Long-term accommodation planning information is available through the [Annual Accommodation Plan](#), and this information is shared with community partners at annual Community Planning and Facility Collaboration Opportunities meetings.

##### **City of London Interaction and Collaboration**

- Attend and participate in annual community planning and facility collaboration opportunity meetings for all four school boards.
- Provide local planning documents as well as knowledge and insight regarding timing and anticipated phasing of new developments.
- Sign-off on local school boards capital submissions to the Province that include a child care component indicating anticipated demand for child care in the area.

## School Retention, Consolidation, and Closure

School boards have specific responsibilities regarding the management of assets. In some circumstances, it may be necessary to consider school consolidations and/or closures. In these cases, a Pupil Accommodation Review (PAR) process is initiated. A PAR is a community consultation process required by the Ministry of Education where a school closure and/or consolidation is being considered to address changing demographics, enrolment, programming and facility condition challenges. Please note that the Province is currently developing guidelines to assist with Pupil Accommodation Reviews and until these are developed the Province has indicated that there are to be no new PARS. Please see the Ministry of Education's [website](#) for more information.

### **School Board Roles and Responsibilities**

- Initiate and conduct Pupil Accommodation Reviews in accordance with Ministry timelines and following school board approved [procedures](#).
- Provide notification to municipalities through the City Clerks office when pupil accommodation reviews have been initiated.

### **City of London Interaction and Collaboration**

- Attend and participate in annual community planning and facility collaboration opportunity meetings for all four school boards.
- Provide local planning documents as well as knowledge and insight regarding timing and anticipated phasing of new developments.
- Attend public meetings related to accommodation reviews.

## Surplus School Sites

Should a school property be declared surplus, school boards are required to follow the Ontario Regulation 444/98 – Disposition of Surplus Real Property, which prescribes how these properties can be sold or leased.

### **School Board Roles and Responsibilities**

- Offer surplus school property to a prioritized list of school boards and public entities, including municipalities, for purchase or lease before the property can be disposed of on the open market.
- Provide notification to municipalities through a formal notification letter.

### **City of London Interaction and Collaboration**

- In accordance with Council's [Surplus School Site Evaluation and Acquisition Policy](#), complete an administrative review to evaluate each property for potential use as affordable housing, parkland, or community facility.
- Several service areas participate in this review team including Social and Health Development, Neighbourhood and Community-Wide Services, Environmental and Infrastructure, Planning and Economic Development, and Finance Supports.

## Shared Use of School and City Facilities

### **School Board Roles and Responsibilities**

- Provide designated community organizations (including municipalities) with information on long-term accommodation planning.
- Explore facility collaboration opportunities when: building new schools; undertaking renovations or additions to facilities; considering the use of unused space in operating and sustaining schools; considering schools that may close; and, considering properties for possible disposition.

### **City of London Interaction and Collaboration**

- The City of London and the TVDSB have a long-standing relationship for the use of their respective facilities for recreational purposes.

- The TVDSB allows the City use of gymnasiums, school yards, classrooms, and some specialty facilities for the purpose of conducting recreational programs, camps, and activities for Londoners of all ages.
- The City of London provides access to pools, community centres, arenas, and sport fields for student activities.
- Access to space in other schools across the city is done through agreements specific to programs with local school boards.
- City staff are in regular contact with the school boards in relation to snow clearing on park pathways leading to schools.
- A licence agreement with the TVDSB allows staff from Sir Arthur Currie to use the parking lot at Foxfield Park for overflow parking.
- School access is also complemented by Transportation & Mobility programs such as the adult school crossing guard program, automated speed enforcement, and proactive traffic calming in school zones and participation in Active and Safe Routes to School programs.

The London Plan includes a number of policies that guide how the City can work with local school boards, including shared use of public facilities. See [Appendix C](#) for details.

### Community Planning

- The City of London is the Service System Manager for child care and early years in London and Middlesex County. The *Child Care and Early Years Act* requires school boards and service system managers to cooperate to implement a Council-approved Child Care and Early Years Service System Plan. City staff jointly plan with all school boards on a number of child care and early years programs and strategies.
- School boards are invited to participate in various community planning processes (Community Safety and Wellbeing Plan, Child and Youth Agenda, London Strengthening Neighbourhoods Strategy, Parks and Recreation Master Plan Update, Mobility Master Plan, etc.) led by the City.
- One such process where the school boards are invited to participate is the annual Growth Management Implementation Strategy (GMIS) Update, which coordinates growth infrastructure with development approvals, to ensure that investments in infrastructure correspond with the pace of growth across the city. Through their involvement in the GMIS process, school boards receive detailed information on the short, medium, and long-term projections for the locations of population growth. The objective in providing this advanced notice on future growth locations is to ensure that school boards can be ready to acquire sites through planning application processes as they become available.
- Furthermore, Planning and Development staff also organize a meeting twice a year specifically with the school boards to provide a forum to discuss growth trends, development application activity and opportunities for process improvements. These meetings provide an important opportunity for the City and school boards to collectively share information and emerging facility needs to help align school board planning with development trends.

### Planning Applications

All draft plans of subdivision and vacant land condominium pre-consultations and applications received by the City are circulated to the four publicly funded boards. The key steps in the identification and disposition of school blocks through the subdivision approval process are summarized as follows:

- School Board identifies the need for a school block as part of application pre-consultation, or in response to notice of a proposed plan of subdivision.
- Proposed school block location, size and configuration are confirmed in consultation with the School Board and landowner.
- Proposed site is zoned and identified as a school block on the draft approved plan.
- Plan of subdivision is registered and development proceeds.

- Upon seventy percent (70%) of the Lots in the subdivision having building permits issued or when the servicing of the site is completed (whichever is later), the school boards are advised that they have three years to acquire the school block:
  - if interest is expressed by any of the boards, two years is provided (from the date notice is issued by the Board) to complete the transaction.
  - If no interest is expressed and/or all four boards waive their right to purchase, the City has a further two-year period within which to determine whether to purchase the site for municipal purposes.
- After departments are liaised, if no municipal interest is expressed, a report is prepared for the Planning and Environment Committee to confirm that the Owner is free to sell and/or develop the block.
- If a municipal interest is expressed, a report is prepared and presented at a public participation meeting to consider the staff recommendation for acquisition.
- The final decision is made by City Council on whether to purchase or not purchase the site for municipal purposes.

### **3.0 Financial Impact/Considerations**

There are no financial impacts or considerations associated with this report.

### **4.0 Key Issues and Considerations**

#### **4.1. Next Steps**

This report provides an overview of the roles and responsibilities of local school boards and how the City of London interacts and collaborates on a regular basis with them. The communication included in [Appendix A](#), includes a number of items on which Council may wish to provide Civic Administration further direction.

## **Conclusion**

The City of London and all four publicly funded school boards have strong and close working relationships. There are multiple points of contact throughout the year for facility planning and student accommodation, capital projects, surplus school sites, shared use of spaces, management of shared park and school-yard spaces, and connection through other community and program planning opportunities. Interactions between the City of London and local school boards occur on a regular basis spanning widely across the Corporation and are not limited to what is included in this report. These relationships are mutually beneficial and vital to supporting families in London.

**Prepared by:** Donna Baxter, Manager, Policy and Planning Support

**Submitted by:** Kristen Pawelec, Director, Community Development and Grants

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Kevin Dickins, Deputy City Manager, Social and Health Development

Kelly Scherr, Deputy City Manager, Environment and Infrastructure

Scott Mathers, Deputy City Manager, Planning and Economic Development

## Appendix A: Council Resolution and Communication

### Resolution

I hereby certify that the Municipal Council, at its meeting held on July 6, 2021 resolved that the Civic Administration BE DIRECTED to provide an information report at a future meeting of the Community and Protective Services Committee with respect to the roles and responsibilities of the local school boards and how the City of London interacts with the boards related to the items listed in the communication, as appended to the Agenda, from Councillors S. Lewis and P. Squire; it being noted that the above-noted communication, with respect to this matter, was received. (2021-S13) (4.2/10/CPSC)

### Communication from Councillors S. Lewis and P. Squire

That Council in principle resolves the following actions be taken;

1. Include in the City's Strategic plan a school retention, shared use partnerships, and land repurposing policy and advocate accordingly;
2. Maintain ongoing membership in the Community Schools Alliance (CSA);
3. Support, through resolution, the CSA's endorsement of the Rural and Northern Education Fund (RNEF) as an appropriate differentiator and funding model for rural and northern schools, recognizing the importance of this for our regional partner municipalities;
4. Recommend that the TVDSB and LCDSB review their policies for capacity planning and pupil accommodation reviews to formally recognize the importance and value to our neighbouring communities of rural and single school community schools;
5. Request communication and notification on an ongoing basis of all relevant School Boards of any areas of study considering possible consolidation, closure, additions, or new builds within the City of London;
6. Request annual planning reports from all relevant School Boards for all City of London schools and compare municipal growth forecasts and school board(s) growth forecasts identifying discrepancies, particularly in relation to municipal infill and neighbourhood revitalization targets.

## Appendix B: TVDSB Policies and Procedures

The summary of policies and procedures related to school planning and collaboration in this Appendix was provided by the Planning Services Department at the Thames Valley District School Board (TVDSB). This Department is responsible for long-term accommodation planning. Their role is to identify Board-wide student accommodation requirements to respond to student needs by undertaking the following in accordance with their policies:

1. Enrolment Projections. The analysis and planning process hinges upon planning staff's short- and long-term enrolment projections for long-term accommodation planning. Projecting enrolment for each school is done by tracking students, analyzing demographic trends, monitoring residential development, and consulting with municipalities and developers. This approach to projections ensures that enrolments from both established and new neighbourhoods are accounted for independently. The following is considered when these enrolment projections are prepared:
  - Historical and current enrolment
  - Board share of school-aged children
  - Junior Kindergarten registrations
  - Year to Year Retention Rates (captures migration and immigration trends)
  - International students
  - Historical population and housing trends
  - Residential building permit activity by structure type and geographic area
  - Development activity across the entire district through the statutory circulations provided to the Board by municipal partners. Consultation of local planning documents and Municipal planning colleagues provide local knowledge and insight regarding the timing and anticipated phasing of new developments.
  - Pupil yields from new developments
  - Birth data
2. Setting and maintaining school capacities;
3. Management of attendance areas, creating Holding Zones, designating Holding Schools;
4. Conducting Pupil Accommodation Reviews and Attendance Area Reviews when needed – note that Pupil Accommodation Reviews to facilitate school consolidations or school closures are not currently available for use as part of the planning toolkit. The focus is therefore on enrolment pressure and balancing utilization across the district, where possible;
5. Consulting with municipalities and other community partners;
6. Requests for new capital investment for renovations or new school builds to the Ministry of Education (this process can take several years and multiple submissions);
7. Acquiring property for new schools and disposing of property when schools are closed;
8. Renewal needs and facility condition; and,
9. Ministry initiatives pertaining to facilities and accommodation.

TVDSB produces an [Annual Accommodation Plan](#) which is reviewed with municipal and community partners at an annual Community Planning and Facility Collaboration Opportunities meeting. This Plan provides detailed information on school enrolments, projections, conditions, and identifies potential facility collaboration and co-build opportunities for capital construction projects.

This planning work and collaboration opportunities are guided by the following TVDSB policies and procedures:

- [Pupil Accommodation Policy – Policy No. 4015](#) references Ministry of Education 2015 B09: New Pupil Accommodation Review Guideline and Community Planning and Partnerships Guideline (2015 March 26). Ontario Regulation 444/98. The following procedures ensure the above Policy is implemented:
  - [Pupil Accommodation and Facility Organization Procedure - Procedure No. 4015b](#) (March 29, 2016)
  - [Community Planning and Facility Collaboration Opportunities – Procedure No. 4015b](#) (October 13, 2020)
  - [Attendance Area Review Procedure – Procedure No. 4015c](#) (February 16, 2021)
  - [Holding Zones and Holding Schools Procedure – Procedure No. 4015d](#) (March 29, 2016)
- [Attendance Areas for Students Policy – Policy No. 4012](#) (December 15, 2015)
- [Collaboration Opportunities Policy – Policy No. 2029](#) (December 15, 2015)
- [Community Use of Buildings, Facilities and Equipment \(Rental Permits\) Policy – Policy No. 4007](#) (October 18, 2018)
- [Community Use of Buildings, Facilities and Equipment \(Rental Permits\) Procedure](#) (October 23, 2018)
- [Notification on Items Requiring Public Consultation – Procedure No. 9006](#) (June 27, 2017)

[Program Access Agreements During the Instructional Day Procedure – Procedure No. 2029c](#) (December 15, 2015)



## Appendix C: The London Plan

[The London Plan](#) includes policies that guide how the City can work with local school boards. It identifies how the City can “Build strong, healthy and attractive neighbourhoods for everyone” (Direction #7) by distributing “educational, health, social, cultural, and recreational facilities and services throughout the city so that all neighbourhoods are well-served.”

### Parks and Recreation

410\_8. Where appropriate, opportunities will be sought to create shared park/school complexes and campuses with local school boards and other institutions to maximize the use of these facilities and to coordinate the design for mutual benefit.

410\_9. Where a school site is declared surplus by a school board the City may undertake an analysis to determine neighbourhood need and explore opportunities for acquiring the site for park and/or community facility purposes if required.

### Public Facilities and Services

425\_ “...schools are not just places where children go to learn, but they are also where residents go to vote, participate in recreational programs, or use fields and playgrounds.”

437\_ The co-location of public facilities will be encouraged, to create community hubs that offer neighbourhood residents a variety of services. Facilities such as day care centres, community services, and meeting rooms may be clustered with recreational facilities such as arenas, gyms, and fitness facilities. These co-located facilities will be designed to be hubs for municipal services that are well integrated with the schools, neighbourhoods, parks, and public spaces that they are adjacent to.

### Homelessness Prevention and Housing

502\_ The City will seek out opportunities to acquire surplus lands from school boards, the provincial and federal government, and other institutional entities and stakeholders for housing purposes.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

Kelly Scherr, Deputy City Manager, Environment and  
Infrastructure

**Subject:** Parks and Recreation Master Plan Annual Report

**Date:** March 29, 2022

## Recommendation

That, on the recommendation of the Deputy City Managers of Neighbourhood and Community-Wide Services and Environment and Infrastructure, the [Parks and Recreation Master Plan](#) Annual Report **BE RECEIVED** for information.

## Executive Summary

This report presents the City of London's first annual [Parks and Recreation Master Plan](#) report since the Plan was approved by City Council on June 25, 2019. It will serve as a reminder of the Plan, including the vision and goals, and provide highlights of accomplishments to date and identify key upcoming projects for 2022 that continue to move the Plan forward.

## Linkage to the Corporate Strategic Plan

The 2019 [Parks and Recreation Master Plan](#) is aligned with the following strategic areas of focus in the City of London Strategic Plan (2019 – 2023):

- Strengthening our Community, under the outcome Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city;
- Building a Sustainable City, under the outcome London's infrastructure is built, maintained, and operated to meet the long-term needs of the community; and,
- Leading in Public Service, under the outcome Londoners experience exceptional and valued customer service.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Update](#) (June 17, 2019)
- [Irregular Result Request for Proposal 18-09 "Parks and Recreation Strategic Master Plan Update"](#) (Feb. 21, 2018)
- [Parks and Recreation Strategic Master Plan Interim Update](#) (Jan. 24, 2017)
- [Parks and Recreation Strategic Master Plan – Accomplishments and Update Strategy](#) (Apr. 26, 2016)
- Parks and Recreation Strategic Master Plan Update (Nov. 23, 2009)

## 2.0 Discussion and Considerations

### 2.1 Background and Purpose

The City of London offers high quality parks, recreation programs, sport services, and facilities that engage residents and visitors of all ages and abilities. Parks, recreation, and sport play a significant role in community building through the facilitation of active and passive activities, opportunities for structured and spontaneous play, and strengthening of neighbourhood connections.

These services provide places for people of all ages and abilities to be active and learn new skills, connect with one another, share their interests, exchange ideas, and experience diversity. They also contribute to larger outcomes in the city, such as engaging children in active play, decreasing childhood obesity, poverty reduction, improved mental health, city building and the creation of healthy and safe neighbourhoods, economic health, sport tourism initiatives, connecting with and developing an appreciation of nature, cultural prosperity, and more.

The [2019 Parks and Recreation Master Plan](#), approved by City Council on June 25, 2019, provides overall vision, direction, and guidance for planning and making decisions about parks, recreation programs, sport services, and facilities. It is informed by public input and is aligned to local, provincial, and national policies, strategies, best practices, trends, demographics, and growth forecasts.

The Plan contains a series of recommendations, some of which refer to discrete projects or actions and others that provide ongoing and incremental guidance. In total, there are 119 recommendations aligned with five (5) overarching goals. Full implementation of the Plan will require ongoing community engagement, flexibility in approach, partnerships, and funding from a variety of sources.

The Master Plan has a timeframe of ten years (2019 to 2028) and includes a longer-term outlook for major capital projects to 2039.

The purpose of this report is to:

- a) Begin an annual public reporting process, knowing that regular monitoring, reporting, and updating of the Master Plan will be critical to ensuring it remains responsive to the community and fiscally achievable; and,
- b) Highlight accomplishments from 2019 – 2021 and key 2022 projects that continue to move the Plan forward.

### 2.2 Parks and Recreation Master Plan Vision and Goals

#### Vision

In London, all residents – regardless of age, ability, culture, gender, income, or where they live – have the opportunity to participate and share in meaningful and accessible parks, recreation, and sport experiences.

#### Goals

##### **Goal #1 – Active Living:**

We will support and promote opportunities for active living. This will be achieved through unstructured and structured experiences that encourage regular physical activity and healthy aging.

##### **Goal #2 – Inclusion and Access:**

We will remove barriers to participation by adopting a model of “access for all”. This will be achieved by welcoming and including all residents.

##### **Goal #3 – Connecting People and Nature:**

We will strengthen residents’ connections with their neighbourhoods and nature. This will be achieved through public awareness, neighbourhood-driven activities and decision-making, and opportunities to animate and enjoy London’s outdoor spaces and places.

**Goal #4 – Supportive Environments:**

We will invest strategically in parks, recreation, and sport infrastructure to support the Master Plan goals. This will be achieved by responding to demonstrated community needs through the thoughtful design, delivery, and management of parks, facilities, and spaces.

**Goal #5 – Recreation Capacity:**

We will deliver exceptional parks, recreation, and sport services. This will be achieved through the use of effective and responsive practices, partnerships, innovation, leadership, and accountability at all levels.

**2.3 COVID-19 Impact**

Parks, recreation programs, sport services, and facilities have been greatly impacted by the COVID-19 pandemic over the last 2 years. Facility closures, program restrictions and capacity limits, increased demands on parkland/trail/pathway systems, and delays in planned capital works are all examples of this impact.

The following data points assist in quantifying some of the impact of COVID-19 on service delivery:

**Programs:**

- 2019 – 74,411 program participants, 10,500 programs, 7,640 camp spaces
- 2020 - 23,077 program participants, 4,592 programs, 2,710 camp spaces
- 2021 – 18,864 program participants, 2,842 programs, 2,777 camp spaces

**Sport Services:**

- 2019 – 36,905 hours allocated to groups for outdoor sport fields
- 2020 – 4,083 hours allocated to groups for outdoor sport fields
- 2021 - 18,044 hours allocated to groups for outdoor sport fields

**Trail/Pathways:**

- Increase in user trips on the TVP from pre-pandemic level of 1M trips/year to over 1.2M trips/year

**2.4 Highlights of Accomplishments (2019-2021) and Key 2022 Projects**

The below chart is intended to capture high-level accomplishments and highlight some key 2022 deliverables. It should be noted that this list does not capture all day-to-day activities of the services provided that also further the Master Plan.

Goal	Accomplishments	2022 Projects
Active Living	<ul style="list-style-type: none"> <li>• New summer Playground program locations added (4 new sites in 2019)</li> <li>• New programs provided at East Lions Community Centre (opened in December 2021)</li> <li>• Several virtual and outdoor program options were delivered throughout the pandemic</li> <li>• Developed London’s first provincial/national Competition Cricket Pitch as well as 2 new baseball diamonds in Northridge Fields</li> </ul>	<ul style="list-style-type: none"> <li>• Work to return to pre-pandemic levels of program provision and participation</li> </ul>
Inclusion and Access	<ul style="list-style-type: none"> <li>• Offered modified free drop-in programs in response to the pandemic</li> <li>• First Indigenous Family Centre opened – Nshwaasnangong Child Care &amp; Family Centre</li> </ul>	<ul style="list-style-type: none"> <li>• Adding new locations for programming at 3 high schools</li> <li>• The conversion of current fieldhouse</li> </ul>

	<ul style="list-style-type: none"> <li>• Increased training for camp coordinators and inclusion staff on lifts/transfers, augmentative communication, and cultural sensitivity</li> <li>• Universal changerooms installed at East Lions Community Centre</li> <li>• All COVID-19 signage and information on guidelines and health measures translated into 5 languages</li> </ul>	<p>washrooms from gender specific to gender neutral with universal washrooms where applicable</p> <ul style="list-style-type: none"> <li>• Continued focus and engagement with equity-deserving groups to increase participation and diversify program offerings</li> </ul>
Connecting People and Nature	<ul style="list-style-type: none"> <li>• Provided training for 275 program staff on increasing physical activity through outdoor play and the mental health benefits of recreation in nature</li> <li>• Launched "30 Things to Do Outside This Winter" social media campaign</li> <li>• Expanded outdoor programming to 5 new community and senior's centres</li> <li>• Installed new hiking trails at multiple parks and ESA's</li> <li>• Creation of a new Tree Planting Strategy</li> </ul>	<ul style="list-style-type: none"> <li>• Implement new outdoor programming series across the city</li> <li>• London certified as a "Bird Friendly City" by Environment Canada and Nature Canada</li> <li>• Pathway upgrades/repairs across the city</li> </ul>
Supportive Environments	<ul style="list-style-type: none"> <li>• Opened the East Lions Community Centre in December 2021 along with the redeveloped East Lions Park featuring new amenities including unique wetland features</li> <li>• Secured funding from other levels of government for Labatt Park and Carling Heights Optimist Community Centre rehabilitation projects, and Foxfield Park expansion</li> <li>• Equitable distribution of Summer Playground program across the city</li> <li>• Purchased 4 new electric zambonis for arenas</li> <li>• Expanded Seniors Satellites to Byron Community Centre and Stronach Recreation Centre</li> <li>• Upgraded or added park amenities including courts, benches, and lighting systems in parks across the city</li> <li>• Completion of the North Branch Connector including 2 unique bridge structures</li> </ul>	<ul style="list-style-type: none"> <li>• Provide update on the construction of the new Southeast Community Centre project (Council report in 2022)</li> <li>• Continue to work with internal partners to acquire lands for future facilities (including for the future Northwest Community Centre)</li> <li>• Re-ignite engagement and planning for future of Silverwoods Arena (Council report in 2022)</li> <li>• Efficiency upgrades to infrastructure at 15 recreation facilities</li> <li>• Development of criteria for future potential wading pool decommissioning (Council report in 2022)</li> </ul>

<p>Recreation Capacity</p>	<ul style="list-style-type: none"> <li>• Partnered with key stakeholders, such as the YMCA, CMHA, TVDSB, LDCSB, local churches and Resource Centres to provide targeted free recreation programs in neighbourhoods</li> <li>• \$211,000 in sponsorship was received for the East Lions Community Centre</li> <li>• \$175,000 in sponsorship was received for the fully accessible Hully Gully Playground in Southwest Optimist Park</li> <li>• Collaborated with TVDSB on how to best maximize use of high school space, including running child/youth and adult/older adult programs simultaneously at the same location to reduce barriers to participation</li> <li>• Redevelopment of former school grounds into award winning Lorne Avenue Park</li> </ul>	<ul style="list-style-type: none"> <li>• Offer a new Targeted Leadership program in east London</li> <li>• Offer a new children's gardening program through Friends of Civic Gardens</li> <li>• Host Sport Forum in the fall of 2022</li> </ul>
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**3.0 Financial Impact/Considerations**

There are no financial impacts or considerations directly associated with this report.

The current Multi-Year Budget contains approved capital spending of more than \$130 million for Parks, Recreation and Neighbourhood Services between 2020-2023. Of this amount, approximately 60% is attributed to growth-related projects, approximately 30% to lifecycle projects, and approximately 10% to service improvements.

The [Parks and Recreation Master Plan](#) will continue to be used as a resource in developing the City’s annual budget updates, and multi-year budget documents, growth planning, secondary plans, and related studies. The goal is to work within the City’s multi-year budget by implementing capital recommendations in a timeframe consistent with population growth and expected funding sources. A strategic direction of the Plan is to pursue a variety of funding options to implement the Master Plan including partnerships and other external funding sources when available.

**4.0 Next Steps**

This is the first annual Parks and Recreation Master Plan Report, reporting out on progress and upcoming projects. City Council can expect an annual report in all future years throughout the life of the Plan, which is ten (10) years, and twenty (20) years for major capital projects respectively. It should also be noted that the Plan recommends more formal updates every five (5) years, where some recommendations may be revised due to changes in participation trends, demographics, growth patterns, and/or municipal best practices.

**Conclusion**

The [2019 Parks and Recreation Master Plan](#) identifies broad needs and strategies based on best practices, public input, and local demand factors. It identifies the most pressing objectives and the opportunities for achieving them and prepares the City of London in its search for external funding opportunities, partnerships, and alignment with related initiatives.

This Plan aims to improve the quality of life for all Londoners through the provision of parks, recreation programs, sport services, and facilities that are welcoming and accessible for all. The Plan addresses barriers to access and aligns parks, recreation programs, sport services, and facilities with the evolving interests and requirements of Londoners

Civic Administration will continue to build annual actions around the Master Plan deliverables and update City Council and the public on a regular basis.

**Prepared by:**                      **Jon-Paul McGonigle, Director, Recreation and Sport**

**Scott Stafford, Manager, Parks and Forestry**

**Recommended by:**            **Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services**

**Kelly Scherr, Deputy City Manager, Environment and  
Infrastructure**

## Report to Community and Protective Services Committee

**To:** Chair and Members, Community and Protective Services Committee Meeting  
**From:** Kevin Dickins, Deputy City Manager, Social and Health Development  
**Subject:** Multi-Program Ontario Transfer Payment Agreement - Homelessness Prevention Program Approval  
**Date:** March 29, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions Be Taken with respect to the Multi-Program Ontario Transfer Payment Agreement - Homelessness Prevention Program that;

- 1) The proposed by-law attached as (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on April 12, 2022;
  - (a) To **AUTHORIZE** and **APPROVE** the Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program), substantially in the form attached as Schedule 1 to this By-law to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing "MMAH";
  - (b) **AUTHORIZE** the Mayor and City Clerk to execute the Homelessness Prevention Program (HPP) Transfer Payment Agreement in subsection 1(a);
  - (c) **DELEGATE** to the Deputy City Manager, Social and Health Development or written designate, the authority to approve any further Amendments to the HPP Transfer Payment Agreement if the Amendments are substantially in the form of the HPP Transfer Payment Agreement approved in subsection 1(a);
  - (d) **AUTHORIZE** the Deputy City Manager, Social and Health Development, or written designate, to execute any Amendments to the HPP Transfer Payment Agreement approved in subsection 1(a); and,
  - (e) **DELEGATE** to the Deputy City Manager, Social and Health Development, or written designate administrative, financial and reporting acts (including signing authority) associated with the HPP Transfer Payment Agreement and any Amendments that are necessary in connection with the HPP Transfer Payment Agreement approved in subsection 1(a).
  - (f) **CONFIRM** that the Deputy City Manager, Social and Health Development, or their written designate, has the powers as set out in section 2 of By-law A-7924-5, being the authority to execute the Municipal Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved in that by-law.

## Executive Summary

On March 7, 2022, the Ministry of Municipal Affairs and Housing (MMAH) announced the new Homelessness Prevention Program (HPP). This program will consolidate three (3) former MMAH programs, The Community Homelessness Prevention Initiative Program (CHPI), Home for Good, and the Strong Community Rent Supplement Programs. At this time, the City of London has Service Manager Agreements in place with MMAH for the Community Homelessness Prevention Initiative program and the Strong Community Rent Supplement program. These two programs and their funding allocations will be consolidated into the new Ontario Homelessness Prevention Program.



Civic Administration is recommending approval to enter into the Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program) with MMAH effective as of April 1, 2022.

## **Linkage to the Corporate Strategic Plan**

### The 2019 – 2023 Strategic Plan for the City of London

The City of London identifies ‘Strengthening Our Community’ and ‘Building a Sustainable City’ as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

### Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)

London’s Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

Providing the right level of support at the right time to decrease the use of emergency services and creating an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness are strategic areas of focus within the 2019 – 2024 Housing Stability Action Plan. London needs to increase system capacity and availability of services across many sectors to meet the housing stability needs of individuals and families in crisis.

### Links to Community Recovery

The City of London is committed to working in partnership with the community to identify solutions that will drive a strong, deep and inclusive community recovery for London as we move out of and beyond the global COVID-19 pandemic. This report, and the items within, are linked to supporting Londoners experiencing homelessness during the COVID-19 pandemic to attain and retain permanent housing. This work supports recovery efforts through use of the City’s By-Name-List of people experiencing homelessness and a coordinated response that will support the transition of individuals and families experiencing homelessness obtain permanent housing.

## **Analysis**

### **1.0 Background Information**

#### **1.1 Previous Reports Related to this Matter**

- Homeless Prevention CHPI Purchase of Service Agreement Template (CPSC: February 19, 2020)
- Homeless Prevention Municipal Purchase of Service Agreement Template (CPSC: December 3, 2019)
- Community Homelessness Prevention Initiative (CPSC: December 17, 2012)

### **2.0 Discussion and Considerations**

#### **2.1 Purpose**

This report seeks approval to enter into a transfer payment agreement with Ministry of Municipal Affairs and Housing (MMAH) and provides an overview of the new Homelessness Prevention program

## 2.2 Background

### Ontario Homelessness Prevention Program (HPP)

In March 2022, the Ministry of Municipal Affairs and Housing (MMAH) announced the Community Homelessness Prevention Initiative, Home for Good and the Strong Communities Rent Supplement Programs are being consolidated into one flexible Homelessness Prevention Program (HPP) under a single policy and accountability framework, beginning April 1, 2022.

The Homelessness Prevention Program will drive progress in addressing chronic homelessness across the province and will provide the City with greater flexibility to support a wide range of homelessness prevention and supportive housing activities.

Funding will provide housing assistance and support services to vulnerable populations to prevent chronic homelessness and support recipients to remain stably housed over time. It will also provide the City with the necessary flexibility to fund capital projects and provide longer-term rental assistance as appropriate.

### Homelessness Prevention Program (HPP) Funding Methodology

To make further progress in allocating funding to meet local need, the ministry intends to review the funding allocation methodology for the overall HPP funding envelope. Current revised funding allocations are outlined in the table below.

To reviewing the funding methodology, new and updated data sources and new indicators may be identified for consideration by MMAH, including identifying indicators to replace the outdated historic spending model. Part of the recommendations for the new methodology will likely include consistently using the most up-to-date data available to the Ministry.

The Ministry intends to consult with Service Managers and further details regarding consultation and next steps will be communicated in 2022-23.

### **2022-23 Fiscal Year Planned Funding Allocations – City of London**

<b>Program</b>	<b>2021-22 Allocation</b>	<b>2022-23 Planned Allocation (previously communicated August 2021)</b>	<b>2022-23 Revised Allocations</b>
<i>Community Homelessness Prevention Initiative (CHPI)</i>	\$11,290,770	\$11,290,770	N/A
<i>Home For Good (HFG)</i>	\$0	\$0	N/A
<i>Strong Communities Rent Supplement Program (SCRSP)</i>	\$1,231,488	\$1,231,488	N/A
<b>Subtotal</b>	<b>\$12,522,258</b>	<b>\$12,522,258</b>	<b>See Below</b>
<b>Homelessness Prevention Program (HPP)</b>	N/A	N/A	<b>\$13,375,000</b>

Under the HPP funding, the City is allocated \$13,375,000 for 2022-23, which is an \$852,742 increase from existing funding under CHPI and SCRSP. The program allocation for the former CHPI and SCRSP have existing approval from the City Council; Civic Administration will bring forward a future report recommending a plan to allocate the additional funding. The full program guidelines are attached as “Appendix B” to this report.

## Funding Agreement Risk Assessment

The Funding Agreement has been reviewed by the City Solicitor's Office, Finance Supports and Risk Management. Civic Administration notes the requirement on the City to provide an indemnification. In consultation with Risk Management, it was concluded this provision should not prevent the City from entering in the Funding Agreement as the benefits outweigh the associated risk from the indemnity provision. The City will mitigate risks associated with the Agreement by using the optimum level of oversight and control, enabling both risk management and meeting objectives of the funding agreement. The indemnification provision is as follows:

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

### **3.0 Financial Impact/Considerations**

This agreement is 100% provincially funded by the Ministry of Municipal Affairs and Housing (MMAH). The agreement is effective April 1, 2022, to March 31, 2023, with the total maximum funding of \$13,375,00 towards eligible expenditures for the Homelessness Prevention Program, resulting in no financial impact to the City's approved budget.

The 2022-23 allocation through the HPP Transfer Payment Agreement is being provided to the City in its role as Service Manager for the Services Area of City of London and County of Middlesex under the *Housing Services Act, 2001*. Funding will be utilized to ensure existing Council approved programs are funded for the 2022-2023 year. As necessary, additional reports may be brought forward to committee and council at the appropriate time to ensure full utilization of the HPP funding.

## **Conclusion**

This report seeks Council direction and support for the City of London to enter into a Transfer Payment Agreement with the Province of Ontario to implement the Homelessness Prevention Program.

**Prepared by:** Kate Green, Manager Homeless Prevention, Funding

**Submitted by:** Craig Cooper, Director, Housing Stability Services

**Recommended by:** Kevin Dickins, Deputy City Manager, Social & Health Development

Bill No.  
2022

By-law No. A.

A by-law to approve The Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program) with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing; and to delegate authority to execute the Agreement.

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

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 the City is the service manager under the *Housing Services Act* for the geographic service area of the City of London and County of Middlesex, and shall, in accordance with its housing and homelessness plan, carry out measures to meet the objectives and targets relating to housing needs within the service manager's service area;

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. (a) The Multi-Program Ontario Transfer Payment Agreement (Homelessness Prevention Program), between Her Majesty the Queen in right of Ontario, as represented by the Minister of Municipal Affairs and Housing, and The Corporation of the City of London, substantially in the form attached as Schedule 1 to this by-law, (the Homelessness Prevention Program "HPP Transfer Payment Agreement"), is authorized and approved.  
  
(b) The Mayor and City Clerk are authorized to execute the HPP Transfer Payment Agreement approved in section 1.
2. The Deputy City Manager, Social and Health Development, or their written designate, is delegated authority to approve and execute any further Amendments to the HPP Transfer Payment Agreement if the Amendments are substantially in the form of the HPP Transfer Payment Agreement approved in section 1.
3. The Deputy City Manager, Social and Health Development, or their written designate, is delegated the authority to undertake all the administrative, financial and reporting acts (including signing authority) associated with the HPP Transfer Payment Agreement and any Amendments, including but not limited to: investment plans and amendments to investment plans, application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required; provided that the monetary amounts do not exceed the maximum amount of Ontario's contribution specified in the HPP Transfer Payment Agreement that are necessary in connection with the HPP Transfer Payment Agreement approved in section 1.
4. With respect to Operating Service Categories only, it is confirmed that the Deputy City Manager, Social and Health Development, or their written designate, has the

powers as set out in section 2 of By-law A-7924-5, being the authority to execute the Municipal Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved in that by-law, 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.

5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

**MULTI-PROGRAM ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT**, effective as of the 1st day of April, 2022 (the “**Effective Date**”)

**B E T W E E N:**

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

(the “**Province**”)

**- and -**

**The Corporation of the City of London**

(the “**Recipient**”)

**CONSIDERATION**

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

**1.0 ENTIRE AGREEMENT**

1.1 The Agreement, together with:

Schedule “A” - General Terms and Conditions,

and in respect of each Program funded under this Agreement,

Schedule “B” - Program Specific Information and Additional Provisions

Schedule “C” - Program

Schedule “C-1” Capital Component

Schedule “C-2” Program Guidelines

Schedule “D” - Reports, and

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

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

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the provisions in Schedule “A” and the provisions of any other Schedule, the following rules will apply:

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

## **3.0 COUNTERPARTS & E-SIGNATURES**

3.1 This Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

## **4.0 AMENDING THE AGREEMENT**

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

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Programs and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Programs; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

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

\_\_\_\_\_  
Date

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

Title:

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

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

Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

Title:

I have authority to bind the Recipient.



**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

**“Additional Provisions”** means, in respect of a Program, the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Annual Funding Allocation”** in respect of each Funding Year, means the amount that the Province notionally allocates to the Recipient for a Program.

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

**“Capital Component”** means the component of the Program governed by Schedule “C-1” and the Program Guidelines.

**“Community Homelessness Prevention Initiative”** means the Service Manager Service Agreement entered into by the Province and the Recipient effective as of January 1, 2013.

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

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

**“Expiry Date”** means the date on which the Agreement will expire and is the latest date set out in Schedule “B” in respect of a Program funded under this Agreement.

**“Funding Year”** means:

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

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

**“Home for Good”** means the Ontario Transfer Payment Agreement entered into by the Province and the Recipient, if applicable.

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

**“Investment Plan”** means an Investment Plan substantially in the form of Appendix “A” to Schedule “D.”

**“Maximum Funds”** means, in respect of a Program, the maximum Funds set out in Schedule “B.”

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

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

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

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

**“Program”** means the Program described in Schedule “C”, Schedule C-1” and Schedule “C-2”.

**“Program Guidelines”** means the guidelines for the Program attached as Schedule “C-2”, as amended by the Province from time to time, and any future supplementary guidelines for the Program issued by the Province.

**“Program End Date”** means, in respect of a Program, the date on which the Program will terminate as set out Schedule “B”.

**“Proponent”** means any recipient of Funds pursuant to an agreement with the

Recipient.

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

“**Strong Communities Rent Supplement Program**” means the Memorandum of Understanding entered into by the Province and Recipient, if applicable.

## **A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

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

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

Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

### **A3.0 TERM OF THE AGREEMENT**

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

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will, in respect of each Program:

- (a) make a notional allocation of funding for each Funding Year
- (b) provide the Recipient up to the Maximum Funds for each Funding Year for the purpose of carrying out the Program;
- (c) provide the Funds to the Recipient in accordance with the payment plan set out in the Program Guidelines attached as Schedule “C-2” to the Agreement; and
- (d) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

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

A4.3 **Use of Funds and Carry out the Programs.** The Recipient will, in respect of each Program, do all of the following:

- (a) comply with the Program Guidelines and all Notices provided by the Province;
- (b) carry out the Program in accordance with the Agreement, including the Program Guidelines and any Notice provided by the Province;
- (c) use the Funds only for the purpose of carrying out the Program;
- (d) spend the Funds only in accordance with the Agreement, including the Program Guidelines;
- (e) use the Funds provided for administration costs only to offset the costs of performing tasks under the Program; and
- (f) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

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

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

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

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

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

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

## **A6.0 CONFLICT OF INTEREST**

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

A6.2 **Conflict of Interest Includes.** For the purposes of this Article 6.0, a conflict of interest includes any circumstances where, in respect of each Program:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

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

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

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

A7.1 **Preparation and Submission.** The Recipient will:

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

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

- (a) all financial records (including invoices) relating to the Funds or otherwise to each 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 each Program.

A7.3 **Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon

the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

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

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

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

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

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

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

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

## **A9.0 INDEMNITY**

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

connection with each Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

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

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

**A10.2 Proof of Insurance.** The Recipient will:

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

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate any Program and/or the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient. If the Province gives such Notice in respect of a Program, it may require the Recipient to take reasonable steps within the Notice period to wind down the Program.

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



- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

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

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

#### **A15.0 FUNDS UPON PROGRAM END DATE AND EXPIRY OF AGREEMENT**

**A15.1 Funds Upon Program End Date.** In respect of each Program, the Recipient will, upon the Program End Date, return to the Province any Funds remaining in its possession or under its control.

**A15.2 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds or an

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

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

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

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

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario. To the extent any debt is owing by the Recipient under this Agreement in respect of a Program, that debt may be deducted from any debt owing by the Province to the Recipient under this Agreement in respect of the same or any other Program.

## **A17.0 NOTICE**

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

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

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

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

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

**A17.4 Notice of Proponent’s Breach.** If the Proponent breaches any Program related agreement between it and the Recipient, the Recipient shall immediately

provide Notice of the breach to the Province.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

## **A19.0 SEVERABILITY OF PROVISIONS**

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

## **20.0 WAIVER**

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

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

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

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship. The Recipient will in any agreement that it enters into in connection with its obligations hereunder shall require the other party to acknowledge that the Recipient is not an agent of the Province of Ontario and cannot bind the Province.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

## **A23.0 GOVERNING LAW**

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

## **A24.0 FURTHER ASSURANCES**

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

## **A25.0 JOINT AND SEVERAL LIABILITY**

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

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

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

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

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

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

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

## **A28.0 AMENDMENT BY NOTICE**

A28.1 **Amendment by Notice.** The Province may issue amended, updated and/or supplementary Program Guidelines from time to time without the agreement of the Recipient provided that the changes do not impose substantial additional liability on the Recipient. The Province shall provide any such amended and/or updated Program Guidelines to the Recipient by Notice.

## **A29.0 SURVIVAL**

A29.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section 2.1(a), section A4.2(d), section A4.5, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0, Article A28.0 and Article 29.0.

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

## Homelessness Prevention Program

### SCHEDULE “B”

#### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	For each Funding Year, the amount of the Annual Funding Allocation
<b>Program End Date</b>	Subject to termination rights in Article A11.0, A12.0 and A13.0 of the Agreement, the date indicated in a Notice provided by the Province to the Recipient as being the Program End Date.
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing</p> <p><b>Address:</b> 777 Bay Street, 14<sup>th</sup> Floor, Toronto, ON M7A 2J3</p> <p><b>Fax:</b></p> <p><b>Email:</b> Sebastian.Franks@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>



## **Additional Provisions:**

1. The following provisions are added as Additional Provisions.

### **30.0 PROGRAM OVER BUDGET**

**30.1 Program Over Budget.** The Recipient acknowledges that should Program expenses exceed the amount of the Funds, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to carry out the Program.

### **31.0 BY-NAME LISTS**

**31.1 By-Name Lists.** The Parties acknowledge that, as described in Schedule C-2, the Province intends to issue supplementary guidelines for the Program, pursuant to section A28.1, that provide new By-Name List requirements that will build on the current requirements.

### **32.0 STATUS OF OTHER PROVINCIAL PROGRAMS**

**32.1 Termination of Home for Good.** If the Recipient entered into Home for Good with the Province, Home for Good is automatically terminated on the Effective Date of this Agreement.

**32.2 Home for Good – Service Manager Program Delivery.** If the Recipient entered into Home for Good with the Province for Service Manager Program Delivery, the following provisions apply in addition to section 32.1:

- (a) Despite termination, the Province will continue to provide Funds to the Recipient for the Capital Component in accordance with the Affordability Payment Schedule(s) as defined and set out in Home for Good; and
- (b) The Articles and sections in Article A29.0 (Survival) and sections in section 30.7 (Survival) of Schedule “B” of Home for Good will continue in full force and effect until the Province has made the last payment under the Affordability Payment Schedule and the Recipient has submitted the final Annual Occupancy Report as defined in Home for Good, to the Province’s satisfaction.

**32.3 Home for Good – Direct Delivery.** If the Recipient entered into Home for Good with the Province for Direct Delivery with an Effective Date of March 31, 2020, the following provision applies in addition to section 32.1:

- (a) Despite termination, the Articles and sections in Article A29.0 (Survival) and any additional sections regarding survival in Schedule “B” will continue in full

force and effect for a period of seven years from the last day of the Affordability Period as defined and set out in Home for Good.

- 32.4 Termination of Community Homelessness Prevention Initiative.** The Community Homelessness Prevention Initiative is automatically terminated on the Effective Date of this Agreement. Despite termination, the Recipient will continue to confirm that projects funded under the Capital Funding – New Facilities component of the Social Services Relief Fund Phases 2 and 4 continue to be used for their intended purpose, or for longer-term housing solutions, for a minimum period of 10 years following completion.
- 32.5 Termination of Strong Communities Rent Supplement Program.** If the Recipient entered into Strong Communities Rent Supplement Program with the Province, Strong Communities Rent Supplement Program is automatically terminated on the Effective Date of this Agreement. Despite termination, sections 4.8 and 4.9 of the Strong Communities Rent Supplement Program will continue in full force and effect until the submission of the Recipient's final report. The Recipient is required to submit the final report for Strong Communities Rent Supplement Program in a form determined by the Province by June 30, 2022.

### **33.0 SURVIVAL**

- 33.1 Survival.** The following sections, and all applicable cross references, schedules and appendices will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Articles 30 and 31, and Section 4 of Schedule "C."

## Homelessness Prevention Program

### SCHEDULE "C"

#### PROGRAM

#### Background

The Homelessness Prevention Program (HPP) is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing programs beginning April 1, 2022. The HPP combines the former Community Homelessness Prevention Initiative, Home for Good, and the Strong Communities Rent Supplement Program programs into one new program. The new Homelessness Prevention Program aims to prevent, address and reduce homelessness.

#### 1. Investment Plan.

- (1) The Recipient shall develop and submit to the Province for approval an Investment Plan prior to April 1<sup>st</sup> of each Funding Year.
- (2) The Investment Plan must be approved by the Recipient's council, through delegated authority or by the Board, as applicable.
- (3) The Investment Plan shall contain, among other things, the following information for the Funding Year:
  - (a) the amount of Funds projected to be used quarterly under each service category, as defined in the Program Guidelines;
  - (b) the number of units that are expected to be created and retrofitted and the number of households that are expected to be assisted under each service category
  - (c) the number of households that are expected to be assisted under each service category activity, as defined in the Program Guidelines;
  - (d) the amount of Funds to be used under each service category activity;
  - (e) the amount of Funds that will be used for administration costs and a rationale for the proposed use of administration funding; and
  - (f) additional details as requested by the Province.
- (4) The Province will provide Notice of its decision with respect to the approval of the Investment Plan with such amendments as the Province considers appropriate within a reasonable amount of time.

- (5) The Recipient acknowledges that the Province will use the Investment Plan to track the Recipient's progress against its Annual Funding Allocation for the Program.

## 2. **Updates to the Investment Plan.**

- (1) As reflected in Schedule "D", the Recipient shall update its Investment Plan on a quarterly basis and submit the updates to the Province.
- (2) Updates will include the Recipient's progress against its Annual Funding Allocation and the actual number of households assisted under each spending category.
- (3) The most recently reviewed update to the Investment Plan will be deemed to replace the previously reviewed update to the Investment Plan with respect to ongoing payments.
- (4) If changes in operating and capital funding are required, the Recipient must submit a business case to the Ministry for approval.

3. **Approvals.** With the exception of the initial payment in each Funding Year by the Province to the Recipient, the Investment Plan must be approved by the Province before the Recipient is entitled to receive any Funds in accordance with the plan, unless directed otherwise by the Province in writing.

4. **Adjustment.** For greater certainty, despite section A4.1 of Schedule "A", in order to more accurately reflect the Recipient's anticipated need for Funds, the Province may reduce the amount of the Funds to be provided and any instalment of Funds, based upon a failure to spend any part of the Annual Funding Allocation in the relevant Funding Year and/or the spending forecasts submitted by the Recipient under this Agreement.

5. **Administration Costs.** In the 2022-23 Funding Year, the Recipient may apply to use up to seven and a half per cent (7.5%) of its Annual Funding Allocation for the costs of administering the Program through the Investment Plan and updates to the Investment Plan. Starting in the 2023-24 Funding Year, and for subsequent Funding Years, the Recipient may apply to use up to five per cent (5%) of its Annual Funding Allocation for the costs of administering the Program.

## Homelessness Prevention Program

### SCHEDULE "C-1" CAPITAL COMPONENT

#### 1. Interpretation.

- (1) In this Schedule "C-1", capitalized terms have the meaning given to them in Schedule "A" and the following terms shall have the following meanings:

**"Affordability Period"** means for Supportive Housing Projects either:

- a) the twenty (20) year period following the Occupancy Date of a New Facilities Project; or,
- b) the ten (10) year period following the Completion Date of a Retrofit Project.

**"Commitment"** means a conditional commitment to provide Funding to a Proponent for either:

- a) the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project under a Contribution Agreement; or,
- b) the retrofit of an approved Retrofit Project under a Funding Agreement.

**"Completion Date"** means the date of substantial completion of the Development Activities for a Project.

**"Conditional Letter of Commitment"** means a letter issued by the Province confirming approval of a New Facilities Project.

**"Contribution Agreement"** means an agreement entered into by the Recipient and a Proponent for the construction, acquisition and/or rehabilitation of, or the conversion of a property into, an approved New Facilities Project and for Funding for the approved Project.

**"Development Activities"** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property.

**"Emergency Shelter Solutions"** means emergency shelters and the services and supports offered in emergency shelters that provide relief or protect people

who are experiencing homelessness.

**“Funding Agreement”** means an agreement signed by the Service Manager and Proponent that is approved for contributions for a Retrofit Project.

**“Intended Use”** means the intended use of the Project once it is complete, as set out in the Project Information Form for the Project.

**“Intended Use Period”** means:

- (a) the minimum twenty (20) year period following the Completion Date for an Emergency Shelter Solutions New Facilities Project;
- (b) the minimum ten (10) year period following the Completion Date for an Emergency Shelter Solutions Retrofit Project; or
- (c) the minimum ten (10) year period following the Completion Date for a Supportive Housing Project during which support services shall be provided.

**“New Facilities Project”** means one of the following to create additional Emergency Shelter Solutions spaces or Supportive Housing Units:

- (a) acquisition of buildings that would be converted/upgraded;
- (b) conversion of an existing property and/or expansion of an existing facility; or
- (c) conventional or modular construction.

**“Occupancy Date”** means the date on which occupancy of all Units in a New Facilities Project is permitted.

**“Permitted Encumbrances”** means (i) the construction, acquisition, rehabilitation and/or conversion financing in respect the New Facilities Project approved by the Recipient, (ii) if the New Facilities Project is to be added to, or part of, a building with an existing mortgage, the existing mortgage on the building up to the amount owing under it prior to putting the construction, acquisition, rehabilitation and/or conversion financing in place (iii) any necessary easements for the supply of domestic utility or telecommunications services to the New Facilities Project or adjacent properties, (iv) any necessary easements for drainage, storm or sanitary sewers, public utility lines, or other services which

do not materially affect the use of the property as residential dwellings; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, and (vi) any registered restrictions that run with the land providing such are complied with.

**“Project”** means either a New Facilities Project or a Retrofit Project.

**“Project Information Form”** means the form submitted by the Recipient to the Province for consideration of a Project.

**“Retrofit Project”** means an Emergency Shelter Solutions or Supportive Housing Project to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made.

**“Supportive Housing”** means a combination of housing assistance with individualized and flexible support services to enable people to live as independently as possible in their community.

**“Unit”** means a unit of Supportive Housing including self-contained residential dwellings, multi-bedroom units which are used for congregate living, and disabled/accessible units.

2. References in this Schedule to section numbers are references to sections of this Schedule unless stated otherwise.

## **NEW FACILITIES PROJECTS**

3. **Proposed New Facilities Projects.** The Recipient shall submit to the Province a Project Information Form for each New Facilities Project that it would like funded. The Project Information Form must be approved by the Recipient’s council, through delegated authority or by the Board, as applicable. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.
4. **New Facilities Project Eligibility.** Each New Facilities Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
  - (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;

- (b) the New Facilities Project must have all required municipal approvals such as zoning, minor variances, land severances, or site plan approvals in place to permit the proposed development, or be well advanced in the planning approvals process;
  - (c) the New Facilities Project must be financially viable from a construction and operating cost perspective based on Recipient confirmation;
  - (d) the New Facilities Project must meet current Ontario Building Code requirements;
  - (e) the completed New Facilities Project must comply with the Program Guidelines; and
  - (f) the Recipient must have a plan in place to ensure that the New Facilities Project will be used for its Intended Use for the entire Intended Use Period.
5. **Conditional Letter of Commitment.** If the Province approves the New Facilities Project, the Province shall advise the Recipient of the approval and provide the Recipient with a Conditional Letter of Commitment.
6. **Changes.** The Recipient shall advise and request approval from the Province for any changes to the New Facilities Project which may affect how the Project will be used.
7. **Contribution Agreement.** Following the approval of each New Facilities Project by the Province, the Recipient shall, where a Proponent other than the Recipient will own the New Facilities Project, arrange for an appropriate form of Contribution Agreement with the Proponent to be executed.
8. **Funding Conditions.**
- (1) Before the Recipient enters into a Contribution Agreement with a Proponent for an approved New Facilities Project, the Recipient shall:
    - (a) ensure that the Proponent has disclosed all of its creditors, debt and the proposed construction, acquisition, rehabilitation and/or conversion costs in full; and
    - (b) confirm to the Province the source and availability of adequate ongoing funding for any acquisition of property or Development Activities for the New Facilities Project and the support services that will be made available to the public through the Project once complete.
  - (2) The Recipient shall ensure that the Contribution Agreement with each Proponent requires the Proponent to comply with the requirements of the Program, and, if the New Facilities Project involves Development Activities, includes obligations



to:

- (a) complete the construction of the approved Project within construction budgets and financing approved by the Recipient and required timelines;
- (b) ensure that until construction of the approved Project is complete (i) all claims for lien registered against the Project(s) are promptly vacated, (ii) the Proponent does not incur any additional construction financing, capital or operating debt related to the Project without the Recipient's consent (iii) the Project(s) are not encumbered by any registered encumbrances other than Permitted Encumbrances, (iv) the Proponent remains in good standing under the Permitted Encumbrances and (v) any work orders issued against the Project(s) by any governmental entity, agency or official are addressed to the satisfaction of the Recipient;
- (c) obtain all the insurance a reasonably prudent person carrying out the Project would obtain, including at least \$2,000,000 in commercial general liability insurance, and all other the insurance required by Schedule "A" to this Agreement read as if it applied to the Proponent, and including:
  - (i) Builder's Risk Insurance (property insurance) for the full replacement value of the completed construction projects, including a negotiated sub-limit for earthquake and flood. The policy must include the following:
    1. replacement cost value;
    2. stated amount of co-insurance;
    3. waiver of subrogation; and
    4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (ii) Boiler and Machinery Insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. The policy must include the following:
    1. repair and/or replacement value;
    2. stated amount co-insurance;
    3. waiver of subrogation; and
    4. loss payable in favour of the Recipient and the Indemnified Parties.
  - (iii) Wrap Up Liability Insurance for Third Party Bodily Injury, Personal Injury and Property Damage to an inclusive limit per occurrence and products and completed operations aggregate that a reasonably prudent person undertaking such a Project would

obtain. The insurance shall be in the joint names of the Recipient, the Indemnified Parties, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants or other person which the Recipient may require to be added as insured parties. The policy must include the following:

1. premises and operations;
2. owner's and contractor's protective liability;
3. broad form products and completed operations liability;
4. cross liability;
5. blanket written and oral contractual liability;
6. all risks tenant's legal liability;
7. hoist liability;
8. firefighting and forest fire fighting expense liability;
9. employer's liability and voluntary compensation;
10. non-owned automobile liability;
11. directors, officers, employees, shareholders, the Recipient and the Indemnified Parties added as insureds and/or additional insureds;
12. shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, work below and above water, tunnelling and grading and similar operations associated with construction work, as applicable;
13. sudden and accidental pollution liability with a discovery provision of not less than one hundred and twenty (120) hours and a subsequent reporting provision of not less than one hundred and twenty (120) hours; and
14. thirty (30) days written notice of cancellation.

(iv) Valid coverage and clearance certificates of coverage under the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA") for all persons working on the Project(s);

- (d) provide to the Recipient valid insurance and WSIA certificates evidencing the above coverage;
- (e) use its property insurance proceeds to repair or rebuild the Project(s) in the event of damage to all or part of them;
- (f) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
- (g) refund to the Recipient any misused funds; and

- (h) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
- (3) The Recipient agrees that, where it is to be the owner of a New Facilities Project, the provisions of subsection 8(2) apply to it with the necessary changes.
- (4) The Recipient shall ensure that each Contribution Agreement contains provisions to the effect that,
  - (a) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the Province's undertakings are insufficient for all of the Province's undertakings; and
  - (b) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".
- 9. **Contribution Agreement Deadline.** No Contribution Agreement under this Schedule can be signed after November 30 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 10. **Intended Use.** The Recipient shall ensure that each completed New Facilities Project is used for its Intended Use for the entire Intended Use Period.
- 11. **Disposition of Acquired Facilities.** For Emergency Shelter Solutions New Facilities Projects acquired by the Recipient for the purposes of the Program, the Recipient may dispose of the Project after the expiry of the Intended Use Period, or at an earlier date if the Recipient is of the view that the Project is no longer needed for its Intended Use, provided that the Recipient has complied with the Program Guidelines, including this Schedule "C-1", and the Recipient reinvests the proceeds of disposition, if any, in the housing and homelessness sector.

## RETROFIT PROJECTS

- 12. **Proposed Retrofit Projects.** The Recipient shall submit to the Province a Project Information Form for each Retrofit Project that it would like funded. The Recipient shall update the Project Information Form in accordance with the Program Guidelines, in the event of a project milestone being achieved and/or in the event of any proposed change.

13. **Retrofit Project Eligibility.** Each Retrofit Project must comply with the project eligibility requirements set out in the Program Guidelines, including the following:
- (a) all acquisitions/purchases must be procured in accordance with procurement policies adopted and maintained under the Municipal Act, 2001;
  - (b) the Retrofit Project must meet current Ontario Building Code requirements;
  - (c) the completed Retrofit Project must comply with the Program Guidelines; and
  - (d) the Recipient must have a plan in place to ensure that the Retrofit Project will be used for its Intended Use for the entire Intended Use Period.
14. **Funding Conditions.**
- (1) The Recipient shall ensure that the Funding Agreement with each Proponent requires the Proponent to comply with the requirements of the Program and includes obligations to:
    - (a) complete the Development Activities within construction budgets and financing approved by the Recipient and required timelines;
    - (b) require the Proponent to use the Funds provided for the Project only for eligible expenses in connection with the Project and adhere to the affordability requirements throughout the Affordability Period and/or use the Project for its Intended Use for the entire Intended Use Period;
    - (c) refund to the Recipient any misused funds; and
    - (d) provide the reports and other things to the Recipient needed to enable the Recipient to comply with requirements of the Agreement, including the reporting requirements.
  - (2) The Recipient agrees that, where it is to be the owner of a Retrofit Project, the provisions of subsection 14(1) apply to it with the necessary changes.
  - (3) The Recipient shall ensure that each Funding Agreement contains provisions to the effect that,
    - (c) the payment of Funds is subject to the necessary appropriations from the Provincial Legislature and the Province shall have no liability to the Recipient or the Proponent in case there are insufficient appropriations for the payments, or in case the total appropriations available for the

Province's undertakings are insufficient for all of the Province's undertakings; and

- (d) the provision by the Recipient of Funds to the Proponent in respect of its Project(s) is subject to the terms and conditions for funding under the Program Guidelines, including this Schedule "C-1".

- 15. **Funding Agreement Deadline.** No Funding Agreement under this Schedule can be signed after December 31 of the Funding Year, or such earlier or later date as may be determined by the Province and communicated by the Province to the Recipient by Notice.
- 16. **Intended Use.** The Recipient shall ensure that each completed Retrofit Project is used for its Intended Use for the entire Intended Use Period.

## **ALL PROJECTS**

- 17. **Payments.** Funds shall be paid in accordance with the Program Guidelines.
- 18. **Acknowledgement.** The Recipient acknowledges that the requirements in this Schedule "C-1" relating to the Project(s) are not all that is required, advisable and/or prudent in connection with their construction.
- 19. **Monitoring.** The Recipient shall monitor the construction of all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Contributions Agreement or Letter of Agreement and the Program Guidelines, including this Schedule "C-1".
- 20. **Budget and Financing.** The Recipient shall ensure that any property for an approved Project is acquired and that approved Project(s) are constructed and/or retrofitted by Proponents(s) within budgets and financing approved by the Recipient.
- 21. **Construction Start.** The Recipient shall use its best efforts to ensure that construction for each approved Project commences within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project has not commenced within those timelines or the end of the extended period, whichever is applicable, the Recipient or the Province may cancel the Funds for the Project.
- 22. **Construction Completion.** Construction for each approved Project must be completed within the timelines contemplated by the Program Guidelines unless such period is extended by the Province. Despite anything to the contrary in this Agreement, if construction for an approved Project is not completed by that date, the Province may cancel the Funds for the Project.

23. **Confirmation of Construction Start.** The Recipient shall provide the Province with a completed Confirmation of Construction Start at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
24. **Proof of Completion.** The Recipient shall provide the Province with proof that that the Project is complete and may be used for its Intended Use.
25. **Enforcing Contribution Agreement and Letter of Agreement.** The Recipient shall, after consultation with and if required by the Province, use its best efforts to enforce the terms of all Contribution Agreements, Letters of Agreement and Security.
26. **Proof that Units Can be Occupied.** The Recipient shall, at the request of the Province, provide the Province with proof that occupancy of all Units in a completed New Facilities Project is permitted.
27. **Initial Occupancy Report.** Upon initial occupancy of a completed Supportive Housing Project, the Recipient shall obtain and validate from each Proponent, the Project Initial Occupancy Report, as described in Schedule "D", and submit it to the Province.
28. **Annual Occupancy Reports.** During the period between the Occupancy Date of each completed Supportive Housing Project and the end of the Affordability Period, the Recipient shall obtain annually from each Proponent a completed Annual Occupancy Report as described in Schedule "D" and submit it to the Province.
29. **Notices.** The Recipient shall immediately inform the Province in writing of the following matters as soon as it becomes aware of them:
  - (a) a request by a Proponent to transfer responsibility for an approved Project to another entity;
  - (b) any failure by the Proponent to carry out Development Activities which threatens the completion of an approved Project;
  - (c) if the construction, acquisition, rehabilitation and/or conversion of an approved Project has not commenced within ninety (90) days of the date of the Commitment for the Project;
  - (d) any substantial breach by the Proponent of its Contribution Agreement or Letter of Agreement with the Recipient;
  - (e) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any

proposal or making any assignment for the benefit of creditors or any arrangement or compromise;

- (f) the appointment of a receiver or a receiver and manager for all or a portion of an approved Project;
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets;
- (h) if the construction, acquisition, rehabilitation and/or conversion, repair and/or upgrade activity has not been or is not likely to be completed within the timelines outlined in the Program Guidelines; and
- (i) any significant changes to a Proponent's business structure.

**30. Additional Events of Default.**

- (1) If,
  - (a) a Proponent does not complete construction, acquisition, rehabilitation and/or conversion of an approved Project;
  - (b) a Proponent ceases to use the Project for its Intended Use during the Intended Use Period;
  - (c) a Proponent uses the Funds provided to it by the Recipient for a purpose other than that contemplated by the Project Information Form; or
  - (d) one of the events referred to in section 29 has occurred in relation to a Proponent,

the Province may suspend, reduce or cease funding in relation to the Project, shall have no obligation to provide any further Funds in respect of that Proponent and shall have no liability for any consequential or other damages and/or liability incurred by the Recipient or the Proponent as a result of the suspension, reduction and/or cessation of funding.

- (2) For greater certainty, the above rights are in addition to any other rights the Province may have under the TPA and any other rights the Province may have at law.

**31. Signage.**

- (1) For Projects approved by the Province to receive \$100,000 or greater of Funds, a sign must be present at the construction site at all stages including before

construction work starts and throughout construction unless directed otherwise by the Province in writing.

- (2) The Recipient is responsible for removing the signage within six months of the completion of the project.
- (3) The Province must provide to the Recipient digital artwork and any guidelines that the Recipient must use to create the signage.
- (4) The Recipient must provide the Province with photographs of the signage once it is on display.
- (5) The Province will monitor compliance with the requirements of this section, and may, at its discretion, advise the Recipient of issues and required adjustments.

**32. Affordability Requirements.** The Recipient acknowledges and agrees that the Rental Protocol set out in Appendix "A" to this Schedule applies to all Supportive Housing Projects by virtue of the contractual terms of this Agreement, whether or not the Rental Protocol applies to Supportive Housing Projects under the Residential Tenancies Act, 2006, and shall ensure that the Proponent agrees in writing that Appendix "A" to this Schedule applies to its Supportive Housing Project(s).



## Homelessness Prevention Program

### APPENDIX "A" RENTAL PROTOCOL

#### 1. DEFINITIONS

1.1 In this Appendix "A", unless the context requires otherwise,

**"Average Market Rent"** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Annual Market Rent Survey or as determined by the Minister, based on available data in areas where there is no or insufficient information from the CMHC Average Market Rent Survey; and

when used in this Appendix "A", the term "rent" includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent's agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Appendix "A", in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Appendix are references to sections of the Appendix, unless otherwise explicitly stated.

#### 2. AFFORDABLE RENT

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Supportive Housing Project in excess of the affordable rent permitted under this Appendix "A" nor increase any rent charged for a Unit except as permitted in this Appendix "A".

#### 3. RENTS

3.1 The weighted average rent of all Units in:

- (a) a Supportive Housing New Facilities Project for which Program Funds have been utilized shall not exceed eighty per cent (80%) of Average Market Rents in the geographical area.

- (b) a Supportive Housing Retrofit Project for which Program Funds have been utilized shall not exceed one hundred per cent (100%) of Average Market Rents in the geographical area.
- 3.2 If rent supplements or housing allowances are used for Program funded units to provide deeper affordability for tenants, the Recipient shall ensure that the total rent received by a Proponent, including rent for a tenant and any rent supplement from a service manager or other party, shall not exceed one hundred per cent (100%) of Average Market Rent for units of a similar type in the geographical area.

#### **4. RENT INCREASES**

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase; or
  - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Supportive Housing Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation, applies to the Supportive Housing Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Appendix "A".
- 4.3 For Supportive Housing New Facilities Projects, subject to the *Residential Tenancies Act, 2006*, or any successor legislation from the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may apply to the Recipient to increase Unit rents to an amount not to exceed Average Market Rent for units of a similar type in the geographical area.

## **5. EXCEPTION**

- 5.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Appendix “A” respecting rent increases during the Affordability Period, where the Recipient implements income verification of tenants following the initial occupancy of a Unit, the Recipient may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Supportive Housing Project does not exceed the permitted rents for the Supportive Housing Project.

## **6. AFTER AFFORDABILITY PERIOD**

- 6.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Supportive Housing Project to new tenants at rents agreed to by the Proponent and the new tenants.

**Homelessness Prevention Program**

**SCHEDULE "C-2"  
PROGRAM GUIDELINES**

**SEE ATTACHED**

## Homelessness Prevention Program

### SCHEDULE "D"

#### REPORTS

Name of Report	Due Date
1. Investment Plan	In accordance with Schedule "C-2".
2. Updates to Investment Plan	In accordance with Schedule "C-2".
3. Year-End Report	In accordance with Schedule "C-2".
4. Project Information Forms(s)	In accordance with Schedule "C-2".
5. Contribution Agreement(s)	In accordance with Schedule "C-2".
6. Project Initial Occupancy Report	In accordance with Schedule "C-2".
7. Project Annual Occupancy Report	In accordance with Schedule "C-2".
8. Confirmation of Construction Start	In accordance with Schedule "C-2".
9. New Facilities Project Audited Financial Statement	In accordance with Schedule "C-2".
10. French Language Services Report	On May 31 of each Funding Year.
11. Reports as specified from time to time	On a date or dates specified by the Province.

#### Report Due Date

The Reporting period is based on the Funding Year.

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

#### Submission of Reports

All reports are to be submitted through Transfer Payment Ontario (TPON) unless the Province notifies the Recipient otherwise. Reports attached to the Schedule are samples of the reports required.

#### Report Details

1. The Investment Plan shall be substantially in the form of Appendix "A" to this Schedule.

2. Updates to the Investment Plan will provide, among other things, actuals for service category activities that have been spent and updated projections for future spending.
3. Through the Recipient's quarterly updates to the Investment Plan, the Province will obtain information on:
  - (a) the Recipient's progress against its Annual Funding Allocation by service category;
  - (b) the actual number of households assisted under each service category;
  - (c) variance explanation, as required
4. The Year End Report shall be in the form determined by the Province and shall include the following information:
  - (a) actual quarterly operating expenditures and capital commitments for the previous Funding Year and households assisted by service category;
  - (b) actual expenditures and households assisted by spending category activity;
  - (c) municipal homelessness Program spending; and
  - (d) performance indicator reporting for previous Funding Year.
5. The Project Information Form shall be in the form determined by the Province and shall be accompanied by all supporting documentation required under it.
6. The Project Initial Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate from each Proponent information regarding unit and household types, rents at occupancy, and the depth of affordability of units.
7. The Project Annual Occupancy Report shall be in a form determined by the Province and will require the Recipient to obtain and validate annually from each Proponent information regarding unit and household types, rents at year-end, and the depth of affordability of units.
8. The Confirmation of Construction Start shall be in the form of Appendix "B" to this Schedule.
9. The French Language Services Report will be in the form of Appendix "C" to this schedule and shall set out whether the Recipient has complied with the French Language Services requirements of the Agreement.

10. The Province will specify the timing and content of any other reports as may be necessary.

# Homelessness Prevention Program

## APPENDIX “A”

### INVESTMENT PLAN

#### Introduction

Service Managers are required to submit an annual Investment Plan for review and approval by the Ministry. The Investment Plan is comprised of two parts:

1. This form, in which you are required to:
  - a. forecast and outline your anticipated quarterly spending in the upcoming fiscal year and projected number of households assisted for the program year across all HPP service categories
  - b. forecast and outline your anticipated annual expenditures and projected number of households assisted across various program activities
  - c. provide an attestation that the information provided in this plan is true and correct and that funding will be spent according to HPP program requirements, including those outlined in the program guidelines.
  
2. The HPP Proposed Plan, in which you are to provide written details on your proposed use of funds, including information on the types of services and activities that will be funded for each service category.

This Investment Plan must be approved by the Service Manager’s local Council, District Social Services Administration Board, or a delegated authority.

For further information, please consult the HPP Program Guidelines.

#### Section A – Contact Information

##### Service Manager Contact Information

Contact Name (First and Last Name):	
Contact Email:	
Contact Phone Number:	



## Section B - Planned Commitments by Quarters

For the HPP Operating Service Categories, enter the projected spending in each quarter of the program year and projected total number of households to be assisted.

For the Capital HPP Service Category Activities (i.e., New Facilities and Retrofits), enter the estimated amount of HPP funding to be committed in each quarter of the program year and the projected total number of units to be funded in the program year.

Details on the Service Categories and Service Category Activities are outlined in the HPP Program Guidelines.

Service Category		Planned Financial Commitments by Quarter				\$###,###.##
<b>Operating</b>	Projected Households Assisted (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Community Outreach and Support Services						
Emergency Shelter Solutions						
Housing Assistance						
Supportive Housing						
<b>Total Operating</b>						
<b>Capital</b>	Projected Units Funded (Annual)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
		Apr - Jun	Jul - Sep	Oct - Dec	Jan - Mar	
Emergency Shelter - New Facilities						
Emergency Shelter - Retrofits						

Service Category		Planned Financial Commitments by Quarter				###,###.##
		Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	Total
<b>Operating</b>	Projected Households Assisted (Annual)					
Supportive Housing - New Facilities						
Supportive Housing - Retrofits						
<b>Total Capital</b>						
<b>Administration</b>	%	Quarter 1 Apr - Jun	Quarter 2 Jul - Sep	Quarter 3 Oct - Dec	Quarter 4 Jan - Mar	Total
<b>Administration Fees</b>	%					
<b>Grand Total</b>						
Variance						0

1.0 Please complete the charts below detailing the projected number of households assisted and funding by each of the categories' activity:

### Section C - Planned Commitments by Activities

Community Outreach and Support Services		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Mental Health and Addictions Supports		
Other Health-Related Supports		
Life Skills Development / Daily Living Supports		
Food Security		
Employment / Education / Training Supports		
Case Management and Outreach		
Culturally-Relevant Supports for Indigenous Peoples		

By-Name List Activities		
Total		###,###.##
Variance		0

Housing Assistance		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Long-Term Housing Assistance		
Short-Term / Emergency Assistance		
Non-Financial Assistance		
Total		
Variance		0

Supportive Housing		###,###.##
Activities	Projected # Households Assisted	Projected Funding
Housing Assistance		
Mental Health and Addictions Supports		
Other Health-Related Expenses		
Life Skills Development / Daily Living Supports		
Culturally-Relevant Supports for Indigenous Peoples		
Other Supports Not Captured Above		
Minor Repairs	n/a	
Residential Services Homes*		
<b>Total</b>		
Variance		0

\*Projected Households Assisted and Projected Funding for the **Residential Services Homes** activity should not be included in the other Supportive Housing activities.

## Section - Attestation

- I declare that, to the best of my knowledge and belief, the information provided in this report and the attached Proposed Plan for the Homelessness Prevention Program is true and correct, with approvals by local Council/Board or their delegated authority.
- I certify that Funds for Administration Fees are to be used in accordance with Homelessness Prevention Program 2022-23 Guidelines and as outlined in the HPP Proposed Plan.

*Prepared By (Name and Title):	*Date:
*Approved By (Delegated Service Manager Authority):	*Date:

## HPP PROPOSED PLAN

### Section B – Planning Overview

1. Please provide a strategic overview of what you intend to achieve with HPP funding. Describe how the services and activities that you plan to fund under HPP in 2022-23 are aligned with your Housing and Homelessness Plan, including:
  - How does your proposed plan support people who are at risk of homelessness and provide housing stability for those experiencing homelessness?
  - How does your plan contribute to a reduction in chronic homelessness?
  - How will your plan support priority populations (e.g., youth, Indigenous Peoples, people transitioning from provincial institutions)?

2. HPP has consolidated funding from the Community Homelessness Prevention Initiative, Home For Good, and the Strong Communities Rent Supplement Program. How will your use of funding be impacted by the additional flexibility under the consolidated program? How will the additional flexibility under the consolidated program allow you to continue to provide services to protect tenants including those formerly supported under the SCRSP program? How will your plan support cost avoidance (e.g., help avoid the use of high-cost systems by helping people achieve housing stability? Please provide specifics.

3. Do you plan to use HPP funding to sustain/continue initiatives developed through the Social Services Relief Fund (e.g., temporary shelters) once this funding winds down? If yes, please provide details.

4. Please outline how you plan to use your By-Name List in 2022-23 to:

- Help connect people to services and supports;
- Track progress in addressing homelessness.

Please describe any planned changes to service delivery in 2022-23 that are being implemented to support the use of By-Name Lists to connect people to services and supports.

**Section C – Capital**

**1) Supportive Housing Capital**

If you plan to use HPP funding towards **Supportive Housing Capital**, please provide details including:

- evidence of local need,
- target group and the types of supports to be provided,
- Number of Units/Facilities to be created or repaired/retrofitted,

- Other costs that may be avoided through investments in supportive housing/services (e.g., Emergency shelter use, acute medical services).

Please describe how you plan to fund the ongoing operational requirements from any new Supportive Housing units you plan to create.

**2) Emergency Shelter Solutions Capital (i.e., New Facilities and Retrofits)**

If you plan to use HPP funding towards Emergency Shelter Solutions **Capital**, please provide **evidence of local need** and why this should be prioritized for funding.

**3) Administration**

Please provide details on your proposed use of HPP funding to support the **administration of homelessness prevention programs** (e.g., staffing, general office expense, professional services etc..).

**4) Residential Services Homes Framework**

Will you be using HPP funds for Residential Services Homes covered under the Standards Framework (e.g., housing formerly known as domiciliary hostels)? If yes, please attach a copy of your local standards via Transfer Payment Ontario.

Did you make significant changes to your Standards? If yes, please provide a brief summary of the changes.



**Homelessness Prevention Program**

**APPENDIX "B"**

**CONFIRMATION OF CONSTRUCTION START**

This is to confirm that the \_\_\_\_\_ project in the \_\_\_\_\_ [SM name] has commenced construction on \_\_\_\_\_ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on \_\_\_\_\_ [CA date].

I declare that the above information is true and complete.

\_\_\_\_\_  
Signature

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Name and Title of Service Manager / Authorized Signing Officer



**Homelessness Prevention Program**

**“APPENDIX C”**

**FRENCH LANGUAGE SERVICES REPORT**

Please complete and submit this Report, including Schedule A, on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact:

Name:

Number:

Email:

This report is to confirm that the \_\_\_\_\_[Service Manager name] is providing services under the Homelessness Prevention Program and has an office(s) located in or serving an area designated in the Schedule to the French Language Services Act (“FLSA”).

The \_\_\_\_\_ [Service Manager name] confirms that it is:

Providing Homelessness Prevention Program services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA as described in Schedule A; and,

Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with Homelessness Prevention Program are available in French.

I declare that the above information is true and complete.

\_\_\_\_\_  
Service Manager Signature

Name:

Title:

I have the authority to bind \_\_\_\_\_[Service Manager name]

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## **Schedule A**

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

**Service Manager Name:**

**Name of Designated Area(s):**

**Description of Services:**

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

Signage and visibility of available services in French

Over-the-counter services are available in French

Written correspondence and telephone service are available in French

Translation of written material produced for public use is available in French

Other \_\_\_\_\_[please specify]

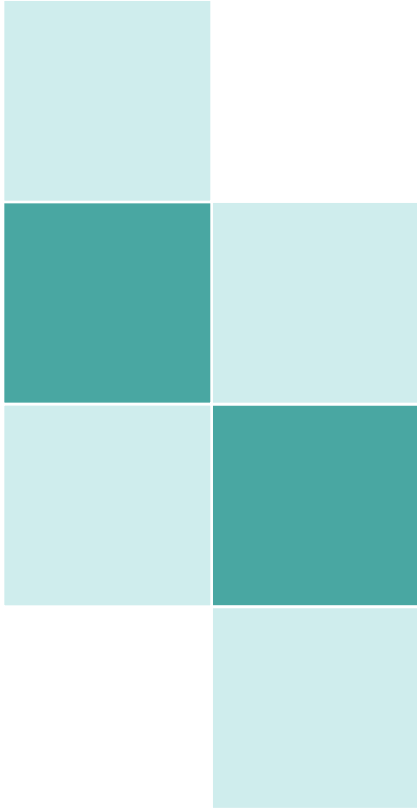
Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

## Schedule B

### List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
<b>Central Region</b>	
Regional Municipality of York	City of Markham
Regional Municipality of Peel	City of Mississauga; City of Brampton
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester

<b>Service Manager</b>	<b>Designated Area(s)</b>
<b>Service Manager</b>	<b>Designated Area(s)</b>
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay



# Homelessness Prevention Program (HPP)

**Program Guidelines**

April 2022



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## Introduction

The Homelessness Prevention Program (HPP) is a provincially-funded program that supports Ontario's 47 municipal Service Managers to provide affordable housing and support services for people at risk of or experiencing homelessness. The objective of the program is to support Service Managers in preventing, addressing and reducing homelessness, including chronic homelessness.

This document provides a framework for the administration and delivery of the HPP, including key program requirements. It is intended to assist Service Managers with the implementation of the HPP in their local communities, and forms part of the transfer payment agreement governing the program.

These guidelines are effective April 1, 2022 and will be updated as program implementation progresses. The ministry intends to continuously improve the program design in these guidelines in the coming years to reflect engagement and consultation with Service Managers and to ensure the HPP is effective in achieving intended outcomes.

The ministry welcomes feedback on the design of HPP, as well as questions of clarification on the implementation of the program. Should you wish to share your thoughts or ask a question, please [contact MMAH staff](#).

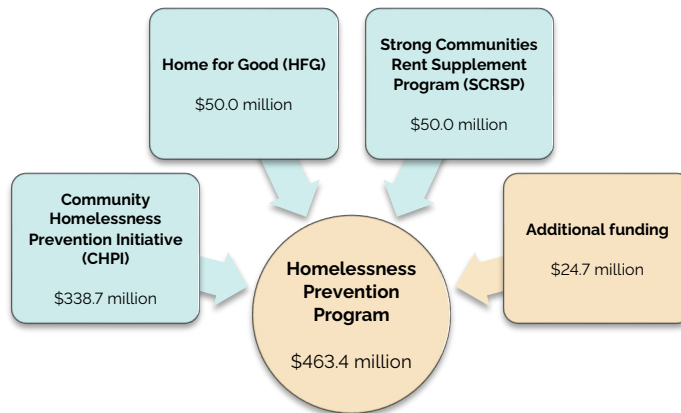
## Context

The HPP is a result of the consolidation of funding from three Ministry of Municipal Affairs and Housing (MMAH) programs. It combines the former Community Homelessness Prevention Initiative (CHPI), Home for Good (HFG)<sup>1</sup> and the Strong Communities Rent Supplement Program (SCRSP) into one new program under a single policy and accountability framework.

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<sup>1</sup> Note that legacy Home for Good capital will continue to be administered through the Home for Good Transfer Payment Agreement.

## Homelessness Prevention Program Funding in the 2022-23 Fiscal Year



The program consolidation responds to several findings and recommendations from the December 2021 Office of the Auditor General of Ontario (OAGO) [Value for Money audit of homelessness programs](#), the recent Multi-Ministry Supportive Housing Initiative (MMSHI), [housing engagement sessions with Service Managers in 2020-21](#) and program reviews of CHPI, HFG and SCRSP. See [Appendix A](#) for more information on the inputs informing the development of the program.

## Summary of Changes in 2022-23

The HPP is intended to be flexible and streamlined, so that Service Managers can target funding where community need is greatest and can make the most impact on reducing and preventing homelessness. Key changes include:

Priority	Key Change
<b>1. Sustainability</b>	<ul style="list-style-type: none"> <li><i>Increased overall funding:</i> the HPP consolidates the funding envelopes of CHPI, HFG, and SCRSP and provides an additional increase of \$24.7M for a total of \$463.4 million in 2022-23.</li> <li><i>Stability for recipients of SCRSP:</i> long-term rent supplement assistance is an allowable program expense and funding will be sustained so that Service Managers can continue to support SCRSP recipients beyond the planned end date of SCRSP on March 31, 2023.</li> </ul>
<b>2. Equity</b>	<ul style="list-style-type: none"> <li><i>Updated funding allocation methodology:</i> as an immediate step to improve equity of the allocations for 2022-23, the increase of \$24.7 million will be allocated based on the proportional share of Deep Core Housing Need and priority population indicators from Census 2016</li> </ul>

	<p>data. A funding model review to further address ongoing equity concerns is planned for 2022-23.</p>
<b>3. Flexibility</b>	<ul style="list-style-type: none"> <li>• <i>New, clearer service categories:</i> consolidated service categories have been developed that clarify eligible expenditures and enable Service Managers to utilize funding for a wider variety of eligible activities.</li> <li>• <i>Capital expenses:</i> Service Managers will be able to allocate as much or as little funding as needed to capital spending that supports the creation and renewal of supportive housing and emergency shelters.</li> </ul>
<b>4. Accountability</b>	<ul style="list-style-type: none"> <li>• <i>Requirements for By-Name Lists</i> as a condition of HPP funding, Service Managers are required to maintain a By-Name List in accordance with provincial requirements. The ministry intends to release new By-Name List requirements that will build on the current requirements. These new requirements will be expected to be implemented by April 1, 2023.</li> <li>• <i>New outcomes measures:</i> Informed in part by recently established By-Name Lists, new outcomes measures have been developed to track provincial progress in preventing, addressing and reducing homelessness, including chronic homelessness.</li> </ul>
<b>5. Efficiency</b>	<ul style="list-style-type: none"> <li>• <i>Streamlined administration:</i> The new HPP will streamline the number of transfer payments agreements and associated take up documents and reports that Service Managers need to submit, helping to focus administrative efforts on frontline program delivery.</li> <li>• <i>Reduced administrative spending:</i> In order to focus funding on frontline service, the cap on administration spending will be 7.5 per cent of each Service Manager's annual funding allocation starting in 2022-23. This will be reduced to 5 per cent in 2023-24.</li> </ul>

# Overview of Program Design

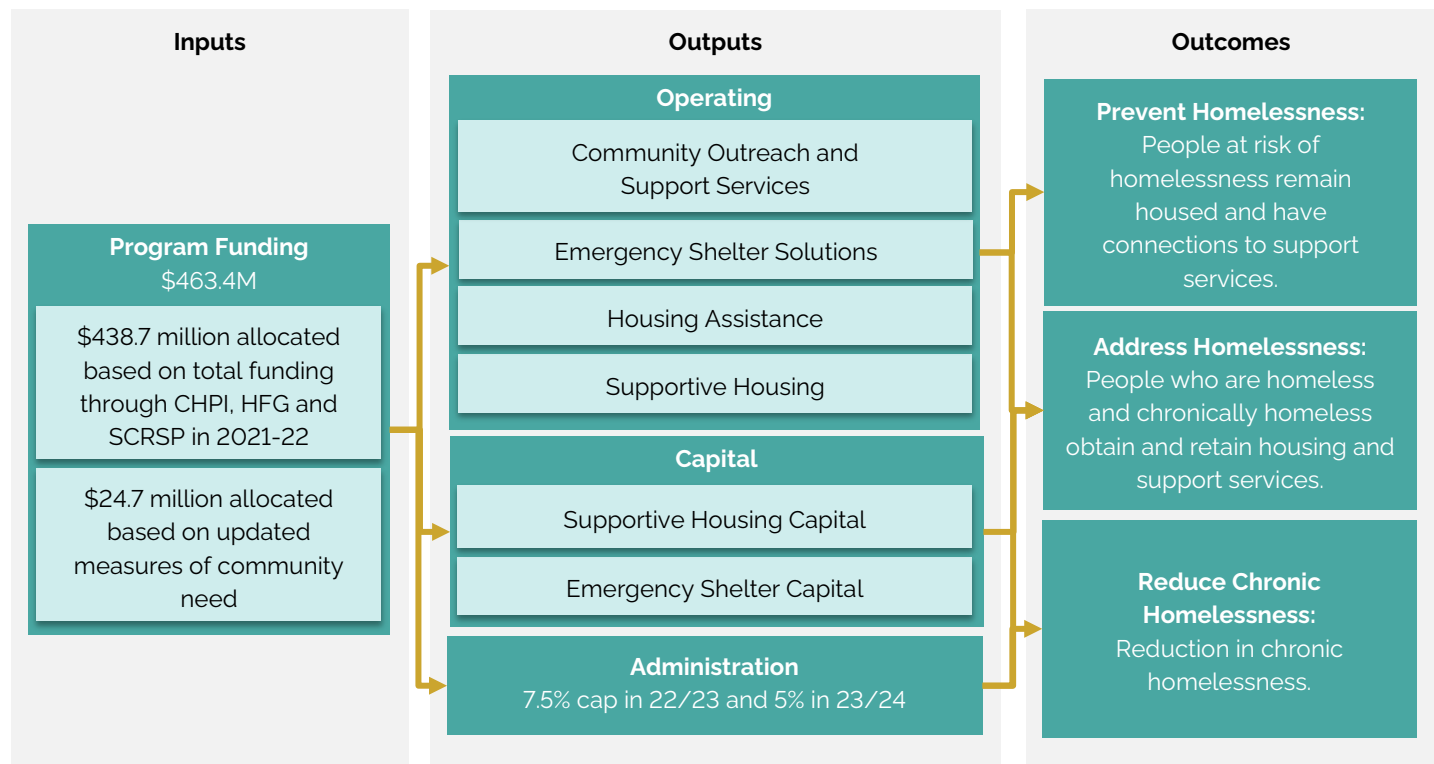
The overall vision of the HPP is to provide Service Managers with the resources needed to establish a coordinated housing and homelessness system in each community so that:

**People at risk of or experiencing homelessness have the housing and support services that they need to retain and/or obtain stable housing and achieve better outcomes.**

In support of this vision, the HPP provides funding (*inputs*) to support Service Managers in implementing a variety of flexible, local approaches to the delivery of services and supports (*outputs*) aligned with three key goals (*outcomes*):

1. **Prevent homelessness:** People at risk of homelessness remain housed and have connections to support services.
2. **Address homelessness:** People who are homeless and chronically homeless obtain and retain housing and support services.
3. **Reduce chronic homelessness:** Reduction in chronic homelessness.

*Homelessness Prevention Program Logic Model*



# Roles and Responsibilities

MMAH and Service Managers will be responsible for specific tasks, including but not limited to:

Province	Service Managers
Establishing the policy framework and Program Guidelines.	Engaging in planning activities related to program delivery, which may include assessing service needs, identifying partners, and developing planning processes.
Ensuring administrative accountability for the HPP.	Delivering services and administering the program in accordance with these Program Guidelines and the Transfer Payment Agreement.
Entering into Transfer Payment Agreements with Service Managers.	Entering into Transfer Payment Agreements with the Province.
Administering funding.	Creating, entering into, and monitoring service contracts with service providers as appropriate.
Assisting with developing, reviewing and approving Service Manager Investment Plans and quarterly reports.	Submitting annual Investment Plans outlining how program funds (including administrative funding) will be used and submitting quarterly reports outlining use of funds.
Approving capital projects for funding.	Soliciting and reviewing capital project proposals and submit to the Ministry for funding approval. Monitoring capital project progress and affordability requirements.
Monitoring compliance with the Transfer Payment Agreement and Program Guidelines.	Complying with the requirements in the Transfer Payment Agreement and Program Guidelines.
Taking appropriate and progressive corrective action for non-compliance with the terms and conditions of the Transfer Payment Agreement and Program Guidelines.	Submitting timely reporting and complying with the requirements in the Transfer Payment Agreement and Program Guidelines.

MMAH is required to comply with financial management directive and policies as issued by the government. These directives and policies include the [Transfer Payment Accountability Directive](#) and the [Transfer Payment Operational Policy](#).

Where applicable, these directives and policies inform and constrain MMAH. All ministry specific and Treasury Board financial management policies are subject to Public Sector Accounting Standards.

### Key Dates and Timelines

Report	Due Date	Details
<b>Investment Plan</b>	April 15 <sup>th</sup> of each year for the next program year	Projected quarterly operating expenditures and capital commitments by Service Category.  Proposed Plan including proposed use of funding by Service Category.
<b>Q1 Report Back</b>	July 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and projected quarterly expenditures and commitments for Q2-Q4 by Service Category.
<b>Q2 Report Back</b>	October 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and Q2 and projected quarterly expenditures and commitments for Q3 and Q4 by Service Category.
<b>Deadline for Capital Commitments for New Facilities</b>	November 30 <sup>th</sup> of each year	Deadline to execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for conventional, conversion, or modular housing projects)
<b>Q3 Report Back</b>	January 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1-Q3 and projected quarterly commitments and expenditures for Q4 by Service Category. Attestation that Service Managers intends to fully take-up all funding by fiscal year end.

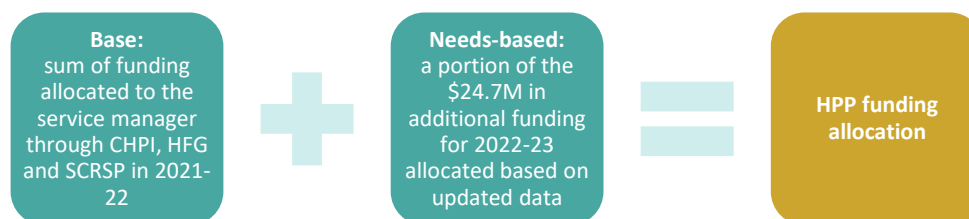
<b>Year End Report</b>	May 31 <sup>st</sup> of each year for the previous program year	Actual quarterly operating expenditures and capital commitment for previous program year. Municipal homelessness program spending. Performance indicator reporting for previous program year.
<b>French Language Services Report</b>	May 31 <sup>st</sup> of each year for the previous program year	Report to the ministry annually confirming that the requisite French language services are being provided by Service Managers who are located in or servicing an area that is designated under the French Language Services Act

The Ministry reserves the right to request additional reporting as required.

## Inputs: Program Funding

For the 2022-23 fiscal year, \$463.4 million in total HPP funding will be provided to Service Managers. This funding amount represents an increase of \$24.7 million from the total combined funding under CHPI, HFG and SCRSP provided in the 2021-22 fiscal year.

### Allocation Methodology



For the 2022-23 fiscal year, the ministry will provide Service Managers with a single funding allocation that is calculated based the sum of two components:

- **Base funding:** to support planning stability, each Service Manager will continue to be allocated a funding envelope equivalent to the sum of operating funding allocated under the former CHPI, HFG and SCRSP programs in the 2021-22 fiscal year.
- **Needs-based funding:** all Service Managers will be allocated a portion of the additional investment of \$24.7 million in 2022-23 based on updated Statistics Canada socioeconomic data from the 2016 Census. Approximately half will be allocated based on Deep Core Housing Need, while the other half will be allocated based on the Provincial Priorities Indicator component of the former CHPI program.

Component of Needs-Based Funding	Proportion
<i>Deep Core Housing Need:</i> Service Manager area share of households in Deep Core Housing Need as defined by the Canada Mortgage and Housing Corporation (CMHC).	50%
<i>Low Income and Shelter:</i> Service Manager area share of households that are LIM-BT (Low Income Measure 50 per cent before tax) and that pay more than 50 per cent of before tax income on shelter, as a percentage of total provincial households.	17%
<i>Unemployment:</i> Service Manager area share of unemployed population, as a percentage of total provincial unemployed population.	17%
<i>Indigenous Identity:</i> Service Manager area share of provincial Indigenous identity population (including First Nations, Inuit, and Métis).	8%
<i>Youth:</i> Service Manager area share of youth population aged 16-25 years	8%



## **Future Fiscal Years**

Please note that funding allocations for the 2023-24 fiscal year and beyond are contingent on provincial budget approvals and will be communicated at a later date. Service Managers will be notified of any changes to their HPP allocations and/or allocation methodology.

To make further progress in allocating funding to meet local need, the ministry intends to review the funding allocation methodology for the overall HPP funding envelope. The Ministry intends to consult with Service Managers. Further details regarding consultation and next steps will be communicated in 2022-23.

## **Transfer Payment Agreements**

Service Managers are required to enter into a new Transfer Payment Agreement (TPA) with MMAH in order to participate in the HPP and to receive the funding allocated to them. The TPA outlines the roles, responsibilities, and accountability requirements of the program.

The new HPP TPA will replace the existing CHPI Service Manager Service Agreement, HFG Transfer Payment Agreement and Strong Communities Rent Supplement Program Memorandum of Understanding. Please note, however, that existing HFG capital affordability and milestone transfer payment arrangements committed prior to April 1, 2022 will continue to be administered as a legacy component of HFG.

The TPA may need to be renewed and/or amended as program implementation progresses and the program matures. This may include but may not be limited to amendments to terms and conditions, program updates including updated program guidelines, and additional program communications.

## Investment Plan

Service Managers are required to submit an annual HPP Investment Plan for ministry approval outlining how the Service Manager plans to allocate funding among the different service categories of the HPP (see [Outputs](#) section below), and how this is intended to contribute to the objectives of the program.

While planning for the implementation of the HPP, Service Managers are encouraged to consider how investments:

- support a shift away from emergency responses towards prevention and permanent housing and contribute to a reduction in chronic homelessness.
- support priority populations who may be at a greater risk of homelessness (for example, youth, Indigenous Peoples, and people transitioning from provincial institutions.)

The ministry will review Investment Plans for alignment with the intended outcomes of the HPP and to verify compliance with the HPP Transfer Payment Agreement, HPP Program Guidelines, and any other applicable government directives or legislation.

The plan will be **due to the ministry no later than April 15<sup>th</sup>** of each year and must be approved by the Service Manager's local Council, District Social Services Administration Board, or a delegated authority. The plan must include at minimum the information requested in the ministry's Investment Plan templates, including:

- Projected use of funding and number of households supported for each service category in each quarter.
- Details on the types of services and activities that will be funded for each service category.
- An outline of strategic considerations informing the Investment Plan.
- Attestation that funds used for program administration comply with program guidelines (i.e., they are being used only to fund the administration of HPP services and supports) and that all information submitted is accurate.
- Local standards as required by the standards framework for Residential Services Homes, if applicable (see Appendix C – Guide to the Residential Services Homes Standards Framework for more information)

Please note that there are no requirements for a minimum or maximum amount of operating and/or capital expense within each service category. Service Managers are best placed to determine local needs and will be provided the flexibility to determine these amounts in their Investment Plans.

Service Managers must report back on progress on a quarterly basis through the Transfer Payment Ontario (TPON) system. Quarterly updates must provide a forecast reflective of any

variances from the initial plan and a detailed variance explanation if applicable. When completing the Investment Plan and quarterly updates, Service Managers must provide the most accurate forecast and reflection of expenditures for the year.

## **Operating Payment Process**

Subject to the TPA, operating funding will be issued to Service Managers based on projections in their approved Investment Plans and quarterly updates each year. Payments typically follow a quarterly schedule (in April, July, October, and January of each year), subject to quarterly report reconciliation of actual program spending and forecasts.

The first quarter (April) operating payment for fiscal 2022-23 will be initiated upon receipt of an executed Transfer Payment Agreement, based on 25% of the Service Manager's total allocation. Subsequent quarterly payments (Q2, Q3, Q4) will be issued based on the approved annual Investment Plans and quarterly updates.

Please note that payments related to capital projects follow a different process. Please see [Capital Funding Requirements](#) for further information.

## Outputs: Service Categories

The HPP recognizes that Service Managers know where community need is greatest and where investments can make the most impact on preventing, addressing and reducing homelessness, including chronic homelessness. Service Managers have the flexibility to use allocated funding for any of the following service categories, provided the ministry has approved the Service Manager's Investment Plan and the expense is eligible.

### A. Operating Service Categories

#### • **Supportive Housing**

- Refers to a combination of housing assistance with individualized, flexible, and ongoing support services (for example, mental health and addictions supports, assistance with daily living, and other services).
- For the purposes of HPP, this category includes transitional housing and residential services homes (i.e., former domiciliary hostels).

#### • **Community Outreach and Support Services**

- Refers to services and supports, such as community outreach and food security programs, as well as case management and referrals for people on By-Name Lists.
- Also includes ongoing supports and services (such as counselling, medical care, or assistance with daily living) for people not receiving long-term housing assistance, which would be considered supportive housing under HPP.

#### • **Housing Assistance**

- Refers to short-term/emergency assistance, non-financial housing assistance, and long-term housing assistance (such as rent supplements and housing allowances) for people not receiving ongoing support services, which would be considered supportive housing for the purposes of the HPP.
- Includes rent supplements under the former SCRSP program.

#### • **Emergency Shelter Solutions**

- Refers to expenses directly related to operating and staffing emergency shelters.

### B. Capital Service Categories

- **Supportive Housing:** new facilities and retrofits.
- **Emergency Shelters:** new facilities and retrofits.

### C. Administration

- Costs not directly related to delivering services and supports, such as back-office administration, professional services, and office expenses.

## Eligible Expenses

Compared with the former CHPI, HFG and SCRSP programs that the HPP replaces, service categories in the HPP are designed to be better defined, so that Service Managers have more guidance on how program costs should be classified. They are also more flexible in that a wider variety of program expenses are recognized.

Please note, however, that Service Managers **may only allocate funding towards eligible expenses under each service category**. If a proposed expense does not clearly fall within a service category's eligible expenses as outlined in this guide, the Service Manager should [contact MMAH staff](#) for guidance. In some cases, the ministry may authorize Service Managers to allocate funding to an expense not specifically listed in this document and may reflect this approval in future versions of these program guidelines.

## A. Operating

### Supportive Housing

Supportive housing combines long-term housing assistance (e.g., rent supplements, housing allowances) with individualized, flexible, and ongoing support services (e.g., , counselling, life skills training, activities of daily living, behaviour supports) to enable people to live as independently as possible in their community.

Supportive housing may be place-based (situated in one building or location) or in scattered sites where supports are delivered through home visits, in the community or via phone/virtually. As well, supportive housing may include congregate living arrangements or may be available through a self-contained unit. For further clarity, this could exist within the context of social housing and other forms of government-assisted housing (e.g., rent supplements, housing allowances).

For the purposes of HPP, supportive housing also includes:

- Transitional housing, which is typically considered as an intermediate step between emergency shelter and permanent housing and has limits on how long an individual or family can stay (generally up to four years). It is intended to offer a supportive living environment for its residents, including offering them structure, supervision, support (for addictions and mental health, for instance), and life skills to become more independent.
- Residential Services Homes, i.e., housing in which the Residential Services Homes Standards Framework applies (see [Appendix B](#)). Residential Services Homes include long-term housing facilities that were previously funded under the former Domiciliary Hostel Program, or housing where the housing provider delivers both long-term housing and on-site daily supports and services to its tenants. Examples of on-site daily supports and

services may include providing tenants with meals, laundry and cleaning services, and assistance with personal care and medication.

### Eligible Expenses

- **Housing assistance for people in supportive housing.**
  - Ongoing / long-term housing assistance including rent supplements and housing allowances provided as part of supportive housing.
- **Support services for people in supportive housing. E.g.:**
  - Mental health and addictions (MHA) supports:
    - Activities could include assessment, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions and recovery related supports.
  - Other health-related supports not covered under MHA supports.
    - Activities could include community nursing; community paramedicine; assistance with medication; and wellness/health promotion activities and education.
  - Life skills development and daily living supports:
    - Activities could include life skills development such as budgeting; assistance with personal care; daily living supports such as housekeeping, laundry, cooking and shopping; and assistance to access education, training, employment or income support.
  - Culturally-relevant supports for Indigenous people:
    - Activities could include traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community; and supports to access traditional or culturally sensitive healing services (e.g., healing circles, sweat lodges ceremonies, access to traditional medicines).
  - Other supports not included above for people in supportive housing.
    - For example, costs to reduce the potential for infection and transmission in congregate supportive housing settings, such as the purchase of Personal Protective Equipment.
- **Minor retrofits or upgrades to existing supportive housing facilities** with a total funding request of up to \$50,000
- **Residential services homes.**
  - Costs associated with providing housing in Residential Services Homes.
  - Necessary basic needs (e.g., food, clothing, blankets, hygiene items, and other essentials).

- On-site daily supports and services (e.g., meals, laundry and cleaning services, and assistance with personal care and medication).
- Costs to reduce the potential for infection and transmission of contagious illnesses among residents and staff of Residential Services Homes (e.g., personal protective equipment).

## Community Outreach and Support Services

This service category refers to operating supports and services provided outside to individuals not in supportive housing (i.e., the services are short-term/emergency supports or are ongoing but not linked to a person receiving long-term housing assistance). Services provided on an ongoing basis to a person receiving long-term housing assistance should be expensed under the supportive housing service category.

This category also captures expenses related to maintaining a By-Name List, a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers are required to maintain a By-Name List that meets the provincial requirements.

Costs that can be expensed under this service category include engaging clients from the By-Name List through assessments, case management and referrals, including within emergency shelters or supportive housing settings. Costs associated with maintaining a By-Name List are also eligible under this service category.

Note: Service Managers that receive funding from other sources for By-Name List implementation and associated activities are expected to allocate those funds first before using their HPP funding for By-Name List activities.

### Eligible Expenses

- **Case Management and Outreach.**
  - For example, outreach to people experiencing homelessness which may include wellness checks; clothing and blankets; hygiene items; referrals to community agencies and other supports.
  - Costs associated with other important case management and individualized planning processes, such as pre-discharge planning from provincial institutions (e.g., hospitals and correctional facilities) and development of support service plans.
- **By-Name List related activities** and other important case management/referrals processes. E.g.:

- Costs associated with engaging clients from the By-Name List including assessments, case management, navigation, referrals, assistance to access support service, and development of support service plans.
- Costs associated with maintaining a By-Name List to meet provincial requirements (e.g., staffing, data management, and training).
- **Food security.**
  - For example, food banks, grocery vouchers, food assistance.
- **Employment, education, training supports.** E.g.:
  - Services directed towards individuals and families to help them access income benefits.
  - Pre- and post-employment services that bridge individuals and families to the labour market and assist them to maintain employment and build self-sufficiency.
  - Services to support essential skills development; and services to connect individuals and families to education and training programs.
- **Mental Health and Addiction (MHA) supports for individuals not in supportive housing.**
  - For example, support, treatment, withdrawal and counselling services; case management and navigation; delivery of harm reduction activities; prevention, interventions, and recovery.
- **Other health-related supports not included under MHA supports for individuals not in supportive housing.:**
  - For example, community nursing; community paramedicine, assistance with medication; and wellness/health promotion activities and education.
- **Life skills development and daily living supports in the community.:**
  - For example, life skills development such as budgeting; assistance with personal care; daily living supports such as housekeeping, laundry, cooking and shopping; and assistance to access education, training, employment or income support.
- **Culturally-relevant supports for Indigenous people.**
  - For example, traditional supports and activities with the goal of increasing cultural connections and an individual's sense of belonging in a community; and supports to access traditional or culturally sensitive healing services (healing circles, sweat lodges ceremonies, access to traditional medicines)



## Housing Assistance

This service category covers the use of operating funding to support people in obtaining and retaining housing, including both financial and non-financial housing assistance. This kind of assistance is an important tool in preventing and addressing homelessness.

Please note that long-term financial housing assistance for people receiving ongoing support services should generally be expensed as part of the supportive housing service category.

### Eligible Expenses

- **Short-term / emergency financial assistance:**
  - This could include assistance with rent arrears (e.g. rent banks), utilities arrears, time limited rental assistance (e.g. rapid rehousing; emergency housing assistance), and emergency repairs to housing units.
  - Financial assistance to set up a housing unit. This includes: first/last months' rent, moving costs, costs for start-up items such as furniture, household products and housewares.
- **Long-term housing assistance:**
  - Housing allowances or rent supplements intended to be ongoing (e.g., lasting for year or more) not provided as part of supportive housing, transitional housing or Residential Services Homes.
- **Non-financial assistance:**
  - Activities could include housing help, eviction supports, legal supports to avert eviction, budgeting assistance, shelter diversion, hoarding assistance, landlord-tenant assistance.

## Emergency Shelter Solutions

Emergency shelter solutions include services and supports that provide immediate relief or protect households / people who are experiencing homelessness. Operating funding under the Emergency Shelter Solutions service category may be used to support the operating costs of providing shelter, services, and basic needs in emergency shelter facilities.

Emergency shelters may target specific sub-populations, including women, families, youth or Indigenous persons. These shelters typically have minimal eligibility criteria, may offer shared sleeping facilities and amenities, and may expect clients to leave in the morning. They may offer food, clothing or other services. This would include hotel and motel stays, for example where no emergency shelters exist or in overflow situations.

The ministry recognizes that emergency shelters are an important pillar of support for people experiencing homelessness. However, as Investment Plans are developed, Service Managers are encouraged to consider how investments can best be made to shift from a reliance on emergency shelters towards prevention and long-term housing.

Eligible Expenses
<ul style="list-style-type: none"><li>• <b>Services related to the provision of emergency shelter beds</b> including beds provided in hotels/motels and vouchers for hotels/motels.</li><li>• <b>Necessary basic needs.</b> E.g., food, clothing, blankets, hygiene items, diapers, and other essentials</li><li>• <b>Services offered within the emergency shelter or by shelter employees.</b> E.g., housing search assistance; childcare within the shelter; nursing; transportation for shelter residents; outreach to former shelter residents.</li><li>• <b>Costs to reduce the potential for infection and transmission among shelter residents and those who work with them.</b> E.g., purchase of Personal Protective Equipment.</li><li>• <b>Minor retrofits or upgrades to existing emergency shelters</b> with a total funding request of less than \$50,000.</li></ul>

## B. Capital

To support Service Managers in maintaining and expanding the supply of supportive housing and in maintaining the availability of emergency shelters where there is a local need, the HPP provides the flexibility for Service Managers to allocate funding towards capital expenses.

Please note that all ongoing operating costs associated with capital projects funded under HPP will be the responsibility of the respective Service Manager, and Service Managers will be expected to articulate how they plan to manage these costs as part of Project Information Forms.

Please refer to [Capital Funding Requirements](#) later in this document for further guidance on approval, reporting and payment processes related to capital.

Eligible capital expenses include the following.

## Supportive Housing

- **New Facilities:**

- Acquisition and, where required, rehabilitation of existing buildings to create transitional housing or permanent supportive housing.
- Conversion of existing buildings to create transitional or permanent supportive housing.
- Expansion of an existing transitional housing or permanent supportive housing facility.
- Conventional or modular construction of a new permanent supportive or transitional housing facility or expansion of a current transitional or permanent supportive housing construction project in-progress to increase capacity.

- **Retrofits:**

- Renovation, retrofitting, repair and upgrading of existing transitional housing and permanent supportive housing facilities, for example, to meet building code standards and public health requirements. (Note that retrofit / renovation costs below \$50,000 should be considered as an operating expense.)

## Emergency Shelters

- **New Facilities:**

- Costs to assist with the acquisition of buildings that would be converted/upgraded to provide emergency shelter.
- Conversion of an existing property and/or expansion of an existing facility to create additional emergency shelter spaces.
- Conventional or modular construction to increase emergency shelter capacity.

- **Retrofits:**

- Renovation, retrofitting, repair and upgrading of existing emergency shelters to meet building code standards and public health requirements (e.g., building self-contained bedrooms, adding walls/partitions, washrooms)

## C. Administration

Eligible administrative expenditures are those supporting but not directly related to the delivery of HPP programming, including but not limited to:

- **Staff that do not directly deliver services to clients.**
  - Salaries, wages and benefits for administrative staff and back-office functions, such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions.
  - Administrative costs associated with planning, managing and evaluating homelessness supports and services, enumeration (in years the ministry requires Service Managers to complete enumeration).
  - Professional development and staff training.
- **General office expenses:**
  - Utilities, information technology, phone/internet, postage/courier, office supplies, and cleaning.
- **Professional services:**
  - Contracting for services such as bookkeeping, consulting, communications, translation, legal fees, and audit costs.

Ineligible expenses include administration costs not associated with the HPP program delivery and capital costs (outside of eligible expenses related to supportive housing and emergency shelters outlined in other service categories.)

In the 2022-23 fiscal year, Service Managers may use up to 7.5 per cent of their annual HPP allocation for program administration costs. Starting in the 2023-24 fiscal year, this cap will be reduced to 5 per cent of each Service Manager's annual funding allocation, to help ensure more funding is directed towards front line programming.

Service Managers must ensure that program administration funds are used efficiently and only in support of the delivery of HPP services and supports. Service Managers are required to include the amount of HPP funding used for program administration in their Investment Plans and report back on the use of this funding in their quarterly updates and year-end reports. Service Managers must ensure any underspending in administration is recovered by the ministry or reallocated towards eligible HPP operating expenses in the same fiscal year (see [Other Program Requirements](#) below.)

Notwithstanding the cap on administrative spending, the ministry may authorize Service Managers to spend above the cap in exceptional circumstances. Prior approval from the ministry must be sought; Service Managers should [contact MMAH staff](#) for guidance.

# Outcomes

## Reporting

Generally, all Service Manager reporting must be done through the government's Transfer Payment Ontario (TPON) system, unless otherwise indicated by the ministry. This includes but is not limited to the submission of investment plans, quarterly reporting, project information forms, and project documentation.

There are five reports due for each program year:

Report	Due Date	Details
<b>Investment Plan</b>	April 15 <sup>th</sup> of each year for the next program year	Projected quarterly operating expenditures and capital commitments by Service Category.  Proposed Plan including proposed use of funding by Service Category.
<b>Q1 Report Back</b>	July 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and projected quarterly expenditures and commitments for Q2-Q4 by Service Category.
<b>Q2 Report Back</b>	October 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1 and Q2 and projected quarterly expenditures and commitments for Q3 and Q4 by Service Category.
<b>Q3 Report Back</b>	January 15 <sup>th</sup> of each year	Actual quarterly expenditures and commitments for Q1-Q3 and projected quarterly commitments and expenditures for Q4 by Service Category. Attestation that Service Managers intends to fully take-up all funding by fiscal year end.
<b>Year End Report</b>	May 31 <sup>st</sup> of each year for the previous program year	Actual quarterly operating expenditures and capital commitment for previous program year. Municipal homelessness program spending. Performance indicator reporting for previous program year.

## By-Name Lists

A By-Name List is a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers have an operational By-Name List in place to better understand homelessness in their communities, track changes in service needs over time, and effectively coordinate and prioritize service delivery. As part of HPP requirements, Service Managers must maintain their By-Name List in accordance with Ontario requirements and report on key performance measures.

Please note that the ministry intends to release new By-Name List requirements that will build on the current requirements. These new requirements will be expected to be implemented by April 1, 2023. Further details on the new requirements for By-Name Lists will be provided in a separate document to be released in early 2022.

## Performance Indicators

Building on the implementation of By Name Lists as well as the recommendations outlined in [Appendix A](#), a set of performance indicators have been developed to monitor and track progress on the achievement of HPP outcomes, including the ultimate goal of measuring a reduction in homelessness and chronic homelessness.

For each performance indicator, data elements will be reported annually in the year-end report by Service Managers. It includes reporting on unique households assisted, By-Name List data and breakdowns by the provincial priority groups (i.e., Chronic Homelessness, Youth, Indigenous, Transitions from Provincial Institutions) as recommended by the Expert Advisory Panel on Homelessness (2015) and (re)recommended by the Auditor General in December 2021.

By collecting data elements to calculate the following indicators, HPP can monitor progress towards the goals of preventing, addressing and reducing homelessness, including chronic homelessness. The data elements will be collected for the overall population participating in the program and by provincial priority group of participants (i.e., Chronic Homelessness, Youth, Indigenous, Transitions from Provincial Institutions).

Performance indicators for measuring the achievement of the HPP's outcomes include:

- #/% of participant households who were at-risk of homelessness at program entry
- #/% of at-risk participant households assisted to retain housing by provincial priority group by housing type
- #/% of at-risk participant households assisted who retained housing for 12 months or more
- #/% of at-risk participant households who received community outreach and support services

- #/% of participant households who were experiencing homelessness at program entry
- #/% of participant households experiencing homelessness who received assistance to obtain housing by provincial priority group by housing type
- #/% of participant households experiencing homelessness assisted to retain their housing for 12 months or more
- #/% of participant households experiencing homelessness assisted with community outreach and supportive services
- #/% of people on BNL who obtain housing
- #/% of people on BNL participating in HPP
- #/% change in units of supportive housing stock preserved and created
- Emergency shelter usage
- Emergency shelter capacity
- Change in number of individuals on BNL
- #/% of people experiencing homelessness by provincial priority group, including chronic homelessness
- # of people who become homeless (new or return)

Please note that a separate **HPP Performance Indicators Reporting Guide** will be released with details on specific data elements, definitions and instructions.

# Capital Funding Requirements

## New Facilities

### Project Submission Process

Service Managers will solicit proposals and select projects through appropriate procurement processes to recommend to the Ministry for funding approval within their allocations.

Recommended projects shall:

- Be approved by Council and/or Board;
- Be able to sign a Contribution Agreement and registration of mortgage security or an alternate form of security (conversion, conventional, or modular housing projects) **no later than November 30** of each program year;
- For acquisition projects, the executed Agreement of Purchase and Sale must have a **closing date no later than March 1** of each program year;
- Commence construction, acquisition, rehabilitation and/or conversion within 120 days of the date of commitment and be completed within two years of the date of commitment;
- Meet the current Ontario Building Code, public health, and other applicable requirements;
- Reflect the best value for money, for example by using competitive procurement processes where possible, and ensuring that costs per unit are reasonable;
- Include information on how the on-going operating financial requirements for the project will be met; and
- Address local housing/homelessness needs.

In addition, for Supportive Housing New Facilities projects:

- have rents that on average are at or below 80 per cent of the Canada Mortgage and Housing Corporation (CMHC) Average Market Rent (AMR) for the community or as approved by MMAH for a minimum of 20 years; and
- Provide a clear indication about the types of supports that will be made available directly, or via partnership (via agreement, Memorandum of Understanding, or other arrangement). Support services must be provided for a minimum period of 10 years.

In addition, for Emergency Shelter Solutions New Facilities projects, facilities must operate for their intended use for a minimum of 20 years.

Service Managers are encouraged to give priority consideration to projects that:



- Have contributions by others, including the Service Manager, host municipality, and proponent, to be used in partnership with HPP funding;
- Are sponsored by providers that agree to project affordability periods beyond the minimum 20-year term to ensure the longer-term supply of affordable housing stock;
- Have energy efficiency features that reduce and/or eliminate greenhouse gas emissions; and
- Are fully accessible and/or have units that are accessible to persons with disabilities.

**All projects must be submitted through the TPON system along with additional project background information such as information contained in Council/Board reports.**

### Contributions by Others

Service Managers and proponents are encouraged to provide contributions in order to increase the financial viability of the project and/or to provide deeper affordability.

Contributions by Service Managers may include: waiving or reducing development charges, planning approvals application fees, building permit fees, and full property tax exemptions as well as contributions of municipal grants, and municipally-owned land.

### Project Approval Process

Project approval will be based on alignment with the approved Investment Plan, consideration of the information submitted to the Ministry and the ability to meet the program's eligibility criteria and timelines.

Once approved, a project will receive a Conditional Letter of Commitment from MMAH, which confirms ministry approval and outlines the steps to take prior to signing a Contribution Agreement.

The Contribution Agreement shall describe legal obligations and reporting requirements for the project. All Service Managers are required to enter into Contribution Agreements directly with proponents and shall require the forgivable loan to be secured through a mortgage or alternate form of security.

The deadline to commit funding – i.e., execute Contribution Agreements and submit executed Agreements of Purchase and Sale (for acquisition projects), registration of mortgage security or an alternate form of security (for conventional, conversion, or modular housing projects) – will be November 30 of each program year, to allow time for realignment between operating and capital funding, or reallocation of funds if necessary.

The Ministry reserves the right to return a project application for revision and resubmission if it is

not consistent with these Program Guidelines and/or required information is missing.

## Funding

Emergency Shelter Solutions and Supportive Housing New Facilities capital funding must be provided as a secured forgivable capital loan.

Service Managers are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating perspective, and the program expenditures represent a prudent and best value use of public dollars.

## Payment Process

The Ministry will advance funding directly to Service Managers, who will be responsible for making project payments to proponents. Service Managers will advance funds to proponents based on the completion of milestones and compliance with the program requirements.

Funding for acquisition, rehabilitation and/or modular housing will be advanced to Service Managers based on the following instalments:

1. Up to 90 per cent following signing of the Contribution Agreement; and
  - a. submission of Agreement of Purchase and Sale for acquisition projects (funding will be advanced within 15 business days of the closing date); or,
  - b. registration of mortgage security or an alternate form of security that is acceptable to the ministry.
2. Remaining funding upon confirmation of completion and submission of required documentation including registered security.

Up to 100 per cent of the funding may be provided, if required, to finance the purchase. If the capital funding provided under the HPP is insufficient to cover the cost of the acquisition of the building and/or any rehabilitation work required, the Service Manager must demonstrate the additional funding sources being accessed to complete the project.

Funding for conventional and other projects will be based on the following instalments:

1. 50 per cent at signing of the Contribution Agreement and submission of mortgage security registration or alternate form of security that is acceptable to the Ministry;
2. 40 per cent at confirmation of 50 per cent construction completion; and
3. Remaining upon confirmation of completion and submission of required documentation.

All final payments are required to be made within two years of signing the Contribution

Agreement. Service Managers are required to ensure that all projects are completed and request the final payment prior to this deadline.

## Project Reporting

Service Managers must complete a Project Information Form (PIF) through the TPON System supplemented by regular milestone updates in TPON, along with detailed construction / acquisition / rehabilitation progress reports to ministry contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

Any delays to the construction start or completion timelines for New Facilities projects must be communicated to the ministry as early as possible. Extensions to the construction start and completion timelines are subject to ministry approval.

Service Managers must also ensure that the following documentation is submitted in the TPON System:

- For acquisition projects, registration of mortgage security or an alternate form of security once acquisition is complete;
- Confirmation of Construction Start (for conventional and other projects);
- Confirmation of 50 per cent construction completion (for conventional and conversion projects);
- Confirmation of Project Completion/Initial Occupancy Report (for all projects); and
- An Audited Financial Statement for the project within six months following project completion/initial occupancy date, or such additional time acceptable to MMAH.
- Annual Occupancy Reports for the affordability period.

PIFs will require Service Managers to report on the following information for performance indicators:

- Number of new facilities/housing (and number of units) created (i.e. acquisition, conversions, modular units) by type of housing; and
- The population targeted for the housing project.

Service Managers must confirm that capital projects funded under the HPP meet the affordability requirements and/or continue to be used for their intended purpose.

During the minimum 20 year intended use period for Emergency Shelter Solutions New Facilities projects, proponents may not, without the Ministry's consent, dispose of assets developed/acquired with Funds under these Program Guidelines. However, new facilities

developed/acquired by the Service Manager may be sold prior to the expiry of the minimum 20-year intended-use period, so long as the Service Manager is of the view that the facility is no longer needed for its intended use, and ensures that all proceeds are reinvested into the housing and homelessness sector.

## **Affordability Criteria and Rents**

Approved Supportive Housing New Facilities projects must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80 per cent of CMHC AMR at the time of occupancy. If the Service Manager wishes to provide greater affordability to tenants, then rent supplements may also be utilized.

Average rent is calculated using actual rents paid by tenants, and any rent supplements provided by the Service Manager. If rent supplements are used in HPP units to provide deeper affordability for tenants, the Service Manager shall ensure that total rent received by a proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100 per cent of CMHC AMR. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

While individual unit rents may be set above or below the 80 per cent threshold, in no instance shall an HPP-funded unit have a rent that is greater than the CMHC AMR for the relevant bedroom type for the area.

If CMHC AMRs are not available for certain communities, or in instances where in the opinion of Service Managers the CMHC AMRs do not reflect the actual AMRs in the local market area, Service Managers may request an alternate AMR by submitting a business case including a local market rent survey for the Ministry's consideration.

Projects may include both HPP units and market units; however, only units with rents that meet affordability requirements will receive HPP funding.

Rent increases under this program must be in accordance with the *Residential Tenancies Act, 2006* (RTA) rent increase guideline. The Transfer Payment Agreement provides that rent increases follow the RTA rent increase guidelines (irrespective of whether they apply) and that average rent for a Supportive Housing New Facilities Project must still remain at or below 80 per cent of CMHC AMR.

## Retrofits

### Project Submission and Approval Process

The Service Manager is responsible for selecting all eligible projects, monitoring progress, completion of projects, quality of work, and for advancing funds.

Once an eligible project has been approved by the Service Manager, a completed Project Information Form along with an executed loan agreement and promissory note securing the funding must be entered and submitted in the TPON System for ministry review and approval to commit the funding.

MMAH reserves the right to return a project application for revision and resubmission if it is not consistent with the Program Guidelines or if information is missing or incomplete.

### Funding

Emergency Shelter Solutions and Supportive Housing Retrofit funding must be provided as a secured forgivable capital loan based on the cost of the work items approved by the Service Manager. Loans are to be secured by a mortgage registered on title upon project completion.

### Payment Process

Funding will be advanced to Service Managers and based on the following instalments:

1. 50 per cent when a completed Project Information Form along with an executed loan agreement between the Service Manager and proponent, and signed promissory note are submitted and approved by MMAH in TPON;
2. 40 per cent at confirmation of 50 per cent project completion; and
3. 10 per cent at confirmation of final project completion and mortgage registered on title.

MMAH may consider a higher upfront payment based on local need with supporting documentation.

Service Managers must ensure project status is updated and documents are posted in TPON on an on-going basis. Retrofit activities must start within 120 days of the date of the funding agreement.

Service Managers are responsible for project selection and approval, monitoring progress and completion of projects, quality of work, and for the advancement of funds. Retrofit activities must be completed in two years of the date of loan agreement.

Any delays to the repair start or completion timelines for Retrofit projects must be communicated

to the ministry as early as possible. Extensions to the repair start and completion timelines are subject to ministry approval.

## **Project Reporting**

Service Managers must regularly update progress on project activities and payments to proponents through the TPON system. Confirmation of construction start and completion for each project must be submitted in TPON.

PIFs will require Service Managers to report on the following information for performance indicators:

- Number of units retrofitted/repared.
- Vulnerable population group(s) targeted for the housing project.

Service Managers must confirm that Retrofit projects funded meet the affordability requirements (i.e., with rents at or below AMR for the bedroom type for the local area) and/or continue to be used for their intended purpose, for a minimum period of 10 years following completion.

## Other Program Requirements

### Reallocation

Service Managers must make best efforts to ensure that planned operating and capital expenditures are accurate. If changes in operating and capital funding are required, Service Managers must submit a business case to the ministry for approval. Please note that **requests to realign operating and capital funding made after November 30<sup>th</sup> of the respective fiscal year may not be approved.**

The Ministry, at its sole discretion, reserves the right to re-allocate funds to another Service Manager in instances where a Service Manager may not be able to fully utilize their annual HPP allocation within a fiscal year.

After the end of Quarter 3 of each fiscal year (December 31<sup>st</sup>), the Ministry will review Service Manager progress in their spending against their annual allocation to determine if there will likely be unspent program funds in a Service Manager area. If it is determined that under-spending is likely to occur, funds may be reallocated to another Service Manager area before the end of the fiscal year.

### Year-End Reconciliation

Service Managers are required to fully spend their annual operating funding and commit capital funding in the fiscal year that the funds are allocated.

With the ministry's approval, where an approved eligible capital project is cancelled or reduced after the end of the fiscal year (March 31<sup>st</sup>) in the year approved, the affected funding will be considered to remain approved provided that the Service Manager recommits the affected ministry funding to previously approved eligible project(s) eligible under the same capital service category and within the same fiscal year in which the cancellation or reduction occurred within the original approved allocation.

The recommitment period is limited to one subsequent fiscal year (i.e. the subsequent March 31<sup>st</sup>) following the year of initial commitment. Any subsequent savings identified through cancelled or reduced projects must be returned (recovered) to the Ministry upon demand and generally cannot be carried over into the next fiscal year.

Service Managers are required to submit a year-end financial report to the Ministry by May 31 of each year outlining actual expenditures for the prior fiscal year (April 1 to March 31). Identified savings will remain unspent (recoveries) and may be required to be returned (recovered) to the Ministry upon demand and cannot be carried over into the next fiscal year.

All recoveries will be completed through the Transfer Payment Ontario (TPON) system. Service Managers will be notified by the Ministry prior to any recoveries made with information regarding the recovery and next steps.

## **Return of Funding**

Operating funds allocated in a fiscal year are required to be fully spent by March 31. Operating expenditures are considered spent if funds have been paid by March 31 and, if not paid, owed to [others] as of March 31 by the Service Manager.

If funds are not fully spent by Service Managers or are not used for an eligible expense under these Program Guidelines, funds shall be returned to MMAH on demand.

All remedies under these Program Guidelines shall survive any termination or expiry of the Program.

## **Audit Requirements and Reviews**

Service Managers shall support the ministry in exercising its rights to audit and inspect Service Managers to ensure program funding is used in compliance with these Program Guidelines as is set out in the HPP Transfer Payment Agreements.

## **Risk Assessment**

The ministry is committed to ensuring risk management planning is incorporated into policies, operations and program delivery. Service Managers are encouraged to assess their risk and capacity to deliver the HPP on an annual basis. The ministry will make available a Risk and Capacity Assessment template to assist service managers in this work.

## **Indemnification and Repayment**

There are obligations for all HPP parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment Agreement.

## **Compliance with Statutes: Attestation and Tax Compliance Verification**

Service Managers are required to have good standing with tax laws and attest to being in good standing with labour and environment laws. Valid compliance information is required to be submitted within the organization's profile in TPON by April 1, 2022:



- Compliance with tax laws – tax compliance verification completed on the [Tax Compliance Verification Portal](#).
- Compliance with labour and environment laws – an attestation. An attestation form is available to be completed within the organization's profile in TPON.

## **French Language Services Act Compliance**

Service Managers who are located in or servicing an area that is designated under the French Language Services Act (FLSA) are required to:

- Ensure services are provided in French; and,
- Make it known to the public (through signs, notices, other information on services, and initiation of communications in French) that services provided to and communications with the public in connection with HFG are available in French.

Services being provided to the public directly by Service Managers, or through the office of a sub-contractor (such as a local non-profit agency), are required to comply with the FLSA.

To demonstrate compliance, Service Managers are required to complete and submit a French Language Services Report to the ministry annually confirming that the requisite French language services are being provided.

## Glossary

Term	Explanation
At risk of homelessness	Refers to households who are not homeless, but whose current economic and/or housing situation is precarious and/or does not meet public health, or safety standards.
Average Market Rent (AMR)	AMRs refer to the average rent by bedroom type for each community published yearly by the Canada Mortgage and Housing Corporation (CMHC) in the Rental Market Report.
By-Name List	Real-time list of people experiencing homelessness in the Service Manager area who consent to be on the list to be connected to supports and services they need.
Chronic Homelessness	Refers to people, often with disabling conditions (e.g., chronic physical or mental illness, substance abuse problems), who are currently homeless and have been homeless for six months or more in the past year (i.e., have spent more than 180 cumulative nights in a shelter or place not fit for human habitation). These are individuals who move in and out of homelessness.
Deep Core Housing Need (DCHN)	A household is said to be in DCHN if its housing falls below at least one of the adequacy, affordability or suitability, standards and it would have to spend 50 per cent or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).
Emergency Shelter	<p>A facility designed to meet the immediate needs of people who are homeless.</p> <p>Emergency shelters may target specific sub-populations, including women, families, youth or Indigenous persons. These shelters typically have minimal eligibility criteria, may offer shared sleeping facilities and amenities, and may expect clients to leave in the morning. They may offer food, clothing or other services.</p> <p>This would include hotel and motel stays, where no emergency shelters exist or in overflow situations.</p>
Fiscal Year	Provincial fiscal year that spans from April 1 <sup>st</sup> of one calendar year to March 31 <sup>st</sup> of the following calendar year.

Homelessness	The situation of an individual or family without stable, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it.
Household	A household may consist of a family group, a couple, or of a person living alone.
Indigenous	Persons who identify as First Nation, Métis or Inuit
LIM-BT (Low Income Measure 50 per cent before tax)	Low-income measure before tax (LIM-BT) is a fixed percentage (50%) of median adjusted total income of households observed at the person level, where 'adjusted' indicates that a household's needs are taken into account. Adjustment for household sizes reflects the fact that a household's needs increase as the number of members increase, although not necessarily by the same proportion per additional member.
Long-Term Housing	Housing that is provided to clients for a longer period of time, beyond one year. Includes: market rental, co-op housing, subsidized housing, group homes, housing formerly known as domiciliary hostels, supportive housing, ownership housing, etc.
Permanent Housing	Term used interchangeably in this document with long-term housing, above.
Provisionally Accommodated	<p>Refers to those who are homeless and whose accommodation is temporary or lacks security of tenure.</p> <p>Provisional accommodations may include: staying with friends/acquaintances, correctional institutions, hospitals, residential treatment, etc.</p> <p>This does not include emergency shelters, group homes, retirement homes, long-term care homes, and crown ward facilities.</p>
Retrofit	Renovation, retrofitting, repair and upgrading of existing capital to meet building code standards and public health requirements
Transitional Housing	Supportive, yet temporary, type of accommodation that is meant to bridge the gap from homelessness to permanent housing by offering structure, supervision, support, life skills, education, etc.
Supportive Housing	Housing that combines long-term housing assistance (e.g., rent supplements, housing allowances) with individualized, flexible, and ongoing support services (e.g., counselling, life skills training, activities of daily living, behaviour supports) to enable people to live as independently as possible in their community.

Youth	Persons aged between 16 and 25 years old.
Youth Homelessness	Youth homelessness refers to the situation and experience of young people under the age of 25 who are living independently of parents and/or caregivers, but do not have the means or ability to acquire a stable, safe or consistent residence.

## MMAH Staff Contacts

Questions regarding the HPP may be directed to your respective MMAH Municipal Services Office (MSO) or Housing Programs Branch staff contact, as noted below:

Region & Contact	Contact Information
<b>Toronto:</b> Melissa Grieco <ul style="list-style-type: none"> <li>Serving the City of Toronto</li> </ul>	<a href="mailto:Melissa.Grieco@ontario.ca">Melissa.Grieco@ontario.ca</a>
<b>MSO Central:</b> Ian Russell <ul style="list-style-type: none"> <li>Serving Durham, Halton, Hamilton, Muskoka, Niagara, Peel, Simcoe, and York</li> </ul>	<a href="mailto:Ian.Russell@ontario.ca">Ian.Russell@ontario.ca</a>
<b>MSO Eastern:</b> Mila Kolokolnikova <ul style="list-style-type: none"> <li>Serving Cornwall, Hastings, Kawartha Lakes, Kingston, Lanark, Leeds and Grenville, Lennox and Addington, Northumberland, Ottawa, Peterborough, Prescott and Russell, and Renfrew</li> </ul>	<a href="mailto:Mila.Kolokolnikova@ontario.ca">Mila.Kolokolnikova@ontario.ca</a>
<b>MSO Western:</b> Cynthia Cabral <ul style="list-style-type: none"> <li>Serving Brantford, Bruce, Chatham-Kent, Dufferin, Grey, Huron, Lambton, London, Norfolk, Oxford, St. Thomas, Stratford, Waterloo, Wellington, and Windsor</li> </ul>	<a href="mailto:Cynthia.cabral@ontario.ca">Cynthia.cabral@ontario.ca</a>
<b>MSO Northeastern:</b> Cindy Couillard <ul style="list-style-type: none"> <li>Serving Algoma, Cochrane, Greater Sudbury, Manitoulin-Sudbury, Nipissing, Parry Sound, Sault Ste. Marie, and Timiskaming</li> </ul>	<a href="mailto:Cindy.Couillard@ontario.ca">Cindy.Couillard@ontario.ca</a>
<b>MSO Northwestern:</b> Jessica Vail <ul style="list-style-type: none"> <li>Serving Kenora, Rainy River, and Thunder Bay</li> </ul>	<a href="mailto:Jessica.Vail@ontario.ca">Jessica.Vail@ontario.ca</a>

## Appendix A: MMAH Initiatives Informing HPP

In recent years, the province has moved forward with several strategic activities and initiatives to address the challenges of housing and homelessness. The consolidation of the ministry's Community Homelessness Prevention Initiative (CHPI), Home For Good (HFG) and Strong Communities Rent Supplement Program (SCRSP) into the larger HPP is informed by these activities and strategies, which include:

### Multi-Ministry Supportive Housing Initiative (MMSHI)

MMSHI is a cross ministry joint initiative between three ministries – MMAH, the Ministry of Health (MOH), and the Ministry of Children, Community and Social Services (MCCSS) – which together have 17 supportive housing programs (as of January 2022) assisting people with a wide range of needs.

In 2019, the province committed to reviewing Ontario's supportive housing system to help identify opportunities to streamline and improve coordination so that people can get the help they need. The review focused on two overarching objectives:

- **Improving services for people** (i.e., people with diverse needs have access to the right housing and supports, enabling them to maintain their housing and live as independently as possible).
- **System efficiency** (i.e., system design ensures that funding is spent where it has the greatest impact on people in the most efficient way).

In late 2020 through early 2021, MMAH, MCCSS, and MOH undertook a virtual engagement to seek input and feedback from key stakeholders, partners and Service Managers on how the government could improve the supportive housing system. Some of the feedback received included that the government consider:

- Reducing administrative and reporting burdens within and across programs.
- Providing greater flexibility within supportive housing programs to address both capital and operating funding needs.
- Additional funding to support the long-term sustainability of projects and increased capacity where needed to support individuals who need high intensity supports as well as linguistically and culturally appropriate service delivery models.

### Community Homelessness Prevention Initiative / Home For Good Program Review

MMAH's CHPI and HFG programs were determined in scope for the supportive housing program

review above. MMAH engaged with Service Managers to assess program relevance, delivery, design and efficiency. Key issues identified included:

1. Fragmented funding and significant administrative burden, as well as insufficient operational funding for supportive housing.
2. Limited outcomes tracking and accountability measures needed to address chronic homelessness.
3. Inequitable distribution of funding due to program allocations that are based largely on historical spending and do not adequately reflect updated measures of community need.

The review noted that a redesigned program could incorporate the flexibility of CHPI and the longer-term supports and capital projects available under HFG, create greater efficiency by reducing administration and reporting complexity, and allow more Service Manager areas to create additional supply by incorporating a capital component.

## **Strong Communities Rent Supplement Program (SCRSP) Review**

The recommendation to include SCRSP in the consolidated HPP program was informed by the findings from the Ministry's SCRSP program review. In late-2020, the Ministry launched a review of SCRSP to discuss several elements of the program design, program delivery experience and post-2023 planning as the program was set to expire on March 31, 2023.

Feedback from this consultation indicated widespread agreement that SCRSP is very important and an integral part of the affordable housing system and that significant concerns existed regarding the end of provincial funding. Service Managers have been clear regarding the need for funding certainty beyond March 2023.

Based on the findings of the SCRSP program review, the ministry decided to continue provincial funding through a consolidated HPP. Funding will be sustained so that Service Managers can continue supporting vulnerable households who may otherwise be at risk of homelessness while also providing greater flexibility to minimize underspending. The annual funding associated with SCRSP could be used by Service Managers to support existing recipients with any leftover funding moved across program components under HPP.

## **By-Name Lists**

In March 2021, the provincial government directed all Service Managers to implement a By-Name List. A By-Name List is a real-time list of people experiencing homelessness to help better connect people with the services and supports they need. All Service Managers now have an operational By-Name List in place to better understand homelessness in their communities, track changes in service needs over time, and effectively coordinate and prioritize service delivery.

# Appendix B: Guide to the Residential Services Homes Standards Framework

(Formerly "Housing with Related Supports")

## Introduction

Under the previous Community Homelessness Prevention Initiative (CHPI), SMs had the flexibility to use funding for services and activities in any of the following four services categories:

1. Emergency Shelter Solutions
2. Housing with Related Supports
3. Other Services and Supports
4. Homelessness Prevention

The Housing with Related Supports category included a Standards Framework that applied to certain types of housing with supports. The Standards Framework required that SMs develop local standards under eight provincial categories and that SMs implement a monthly allowance for tenants. This requirement continues under the Homelessness Prevention Program (HPP) for Residential Services Homes under the Supportive Housing service category.

SMs that elect to use HPP funds for housing that is covered by the Standards Framework must meet the requirements under the Standards Framework including developing local standards.

The purpose of this guide is to provide details on Residential Services Homes and to assist SMs with implementation of the Standards Framework at the local level.

## Purpose of the Standards Framework

The purpose of the Standards Framework is two-fold:

1. to provide protection for vulnerable tenants who reside in long-term housing where tenants are dependent on the on-site daily supports and services delivered by the housing provider; and
2. to provide continued flexibility for SMs in the delivery of community-based housing solutions that address homelessness and those at risk of experiencing homelessness.

## When Does the Standards Framework Apply?

The Standards Framework applies to Residential Services Homes funded under the HPP. This includes housing that was previously funded under the former Domiciliary Hostel Program.

The Standards Framework also applies when HPP funding is used for other long-term housing with supports that meets the following description:

- HPP funding provided to a housing provider to deliver both long-term housing and on-site daily supports and services to its tenants.
  - Examples of on-site daily supports and services may include providing tenants with meals, laundry and cleaning services, assistance with personal care and medication
  - Other support services may also be provided

## When Does the Standards Framework Not Apply?

The Standards Framework does not apply when HPP funding is used for services and supports that fall do not meet the above description including the following examples:

- housing allowances or rent supplements
- programs or initiatives that provide rent supplements or housing allowances for clients with separate support services (e.g. case management or housing advocacy services provided by a community or housing agency)
- support services only (e.g. funding to community agencies or housing providers to provide support services only, such as case management, advocacy, drop-in support programs, food programs etc.)
- transitional housing beds or programs.

## Monthly Allowance for Personal Use

Under the Standards Framework, there is a requirement that tenants living in housing with supports where the Standards Framework applies have a minimum amount of money for personal use. This amount is referred to as a monthly allowance. There is a provincial category requiring that SMs establish standards for the management of the monthly allowance (see Schedule A).

The amount of the monthly allowance must be no less than the amount for personal needs set out in paragraph 1 of section 32(1) of Ontario Regulation 222/98 (General) under the *Ontario Disability Support Program Act, 1997* (see <https://www.ontario.ca/laws/regulation/980222#BK35> for more information.)

If during the year, the amount for personal needs changes under the regulation, there must be a corresponding change made to the tenant's monthly allowance effective April 1 of the following



fiscal year.

The tenant must either receive or retain no less than the minimum monthly amount of money for personal use. The allowance must be in the form of a monetary amount (not in-kind).

The ministry encourages SMs to set out the requirement for a monthly allowance in their agreement with the housing provider.

## **Developing Local Standards**

SMs that fund housing where the Standards Framework applies, as described above, must develop local standards for the delivery of that housing.

The Standards Framework includes eight broad provincial categories for which local standards are required. These eight provincial categories are described in Schedule A to this Guide.

In addition, the ministry requests that SMs consider certain health and safety recommendations when developing their local standards under these eight provincial categories. These recommendations are set out in paragraphs one to nine of the [Verdict of Coroner's Jury from the inquest into the death of Aron James Firman](#).

SMs may choose to develop additional standards that go beyond the eight provincial categories set out in the Standards Framework. SMs may also apply their local standards to other types of residential services homes, beyond what is being required by the ministry.

## **Approval of Local Standards**

SMs must have their local standards approved by Council or by a delegated SM authority.

## **Implementation of Local Standards**

### **Accountability**

SMs are accountable to the province for developing local standards under the eight provincial categories and reporting to the province on these standards.

### **Submission of Local Standards to the Ministry**

SMs are required to submit a copy of their approved local standards to the ministry prior to using HPP funding for housing covered by the framework. The ministry will review the approved local standards, and if necessary, work with the SM to ensure local standards meet the requirements under the Standards Framework.

Local standards may be submitted to the ministry with the Investment Plan, through HPP quarterly reporting, or at any time during the fiscal year.

If through their Investment Plan an SM indicates they plan to use HPP funding under the Residential Services Homes service category, the SM must also submit their approved local standards with the Investment Plan.

If an SM decides to fund housing covered under the framework through the Residential Services Homes service category at a later date (after submitting their Investment Plan), they must notify the ministry – either in a HPP report or through written correspondence – that they plan to do so and are required to submit their approved local standards to the ministry at that time.

SMs are required to have their local standards in place prior to using HPP funding for housing covered by the Framework.

## Reporting

SMs using HPP funding for housing covered by the Standards Framework will be required to report on such housing in their HPP year-end reports, which are due to the ministry by May 31 of each year.

HPP Year-End Report sets out reporting required from the SM on Residential Services Homes including:

- The names and addresses of the housing providers that received HPP funding and are covered by the Standards Framework.
- For each of the housing providers covered by the Standards Framework:
  - number of spaces/beds that are receiving/received HPP funding
  - average length of stay
  - type of client/tenant group
  - amount of monthly allowance provided to tenants.

## Moving Forward with Residential Services Homes

As SMs move forward in developing and implementing Residential Services Homes under the HPP Program Guidelines, the ministry encourages consideration of best practices in this area.

Research identifies that best practice approaches to housing with supports include fostering a level of independence and social inclusion for all vulnerable adults. Research has demonstrated the importance of tailoring supports for each tenant according to their individual needs.<sup>2</sup> Housing stability is more likely to occur when individuals are supported with appropriate levels of assistance in daily living and are provided access to other relevant rehabilitation, treatment and support services in the community.<sup>3</sup>

Historically, some Residential Services Homes programs have been developed based on a custodial model of care. Custodial housing can be described as a service model that provides the same services to all tenants in the same manner, regardless of the level of ability and/or independence of the individual. A fixed range of services may mean, for example, that tenants may be prevented from cooking and cleaning for themselves, which can in some cases result in tenants receiving services that they do not need. This type of housing with supports is focused on care and dependency rather than recovery and independence for clients.

SMs are encouraged to design Residential Services Homes programs and services that move away from custodial models, to approaches that are recovery-oriented and provide access to supports and services that foster independence and social inclusion.

## Schedule A - Provincial Categories

The Standards Framework sets out eight broad provincial categories for which local standards are required:

1. **Eligibility:** SMs must establish standards that define the tenant eligibility criteria and the intake process.
2. **Staffing:** SMs must establish standards for the minimum qualifications of staff and volunteers, staff/volunteer levels, staff/volunteer conduct and staff/volunteer training.

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<sup>2</sup> See Community Support and Research Unit. (2012) From this point forward: Ending custodial housing for people with mental illness in Canada. Toronto, Ontario, Canada: Centre for Addiction and Mental Health.

<sup>3</sup> See Turning the Key: Assessing Housing and Related Supports for Persons Living with Mental Health Problems and Illness. (2013) Canadian Mental Health Commission.

3. **Insurance and Monitoring:** SMs must establish standards for insurance coverage and standards for regular monitoring of the housing provider to ensure compliance with local standards.
4. **Conflict Resolution, Complaints Processes and Reporting:** SMs must establish standards for conflict resolution and complaint processes, and for the reporting of serious incidents.
5. **Rights and Responsibilities:** SMs must establish standards for tenant and landlord rights and responsibilities, including tenancy agreements, tenant confidentiality and privacy, and management of tenant files and other documentation.
6. **Physical Safety, Health and Well-being of Tenants:** SMs must establish standards for tenants' physical health, safety and well-being, including medication storage and/or management.
7. **Provision of, or Access to, Activities and Support Services:** SMs must establish standards for the provision of, or access to, activities and support services for tenants (both within the housing and the community).
8. **Monthly Allowance for Personal Use:** SMs must establish standards for the management of the monthly allowance for personal use for tenants.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
**Community and Protective Services Committee**  
**From:** Scott Mathers, MPA, P. Eng., Deputy City Manager,  
Planning & Economic Development  
**Subject:** Short-term Accommodations – Public Participation Meeting  
**Date:** March 29, 2022

## Recommendation

That on the Recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to Short-term Accommodations:

- a) the attached proposed by-law (Appendix 'A') **BE RECEIVED** for the purposes of the Public Participation Meeting, it being noted that the proposed by-law amends the Business Licencing By-law to add a new category, definition, and fees related to the Licensing of Short-term Accommodations; and
- b) the attached proposed by-law (Appendix 'B') **BE RECEIVED** for the purposes of the Public Participation Meeting, it being noted that the proposed by-law amends the Administrative Monetary Penalty System (AMPS) By-law, to add penalties for non-compliance related to Short-term Accommodations.

## Summary

On March 2, 2020, Municipal Council resolved that, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020, related to Short-term Accommodations:

- a) the Civic Administration **BE DIRECTED** to amend all necessary by-laws to address Short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;
- b) the Civic Administration **BE DIRECTED** to continue consulting with Short-term Accommodation platforms on the further collection of Municipal Accommodation Tax;

Over the last several years, City of London Staff have undertaken a community survey, hosted a community meeting, presented to the London Housing Advisory Committee, and researched the regulations of various municipalities including Toronto, Ottawa, Vaughan, Mississauga, Vancouver, and others. Based on this research and feedback, Staff are recommending a regulatory approach that will address local concerns while still permitting individuals to provide for short-term accommodations within their personal homes and dwelling units.

## 1.0 Background Information

### 1.1 Previous Reports

- Community & Protective Services Committee - April 25, 201 - Short-term Accommodations – Information Report
- Community & Protective Services Committee - May 1, 2018 - Short-term Accommodations – Information Report
- Strategic Priorities & Policy Committee - June 25, 2018 - Municipal Accommodation Tax – Agreements and By-laws.
- Community & Protective Services Committee - February 19, 2020 - Short-term Accommodations – Information Report

## 1.2 London Housing Advisory Committee

Staff presented an overview of the proposal to license Short-term Accommodations (STAs) at the London Housing Advisory Committee (LHAC) meeting on March 9, 2022 (a previous meeting was cancelled due to lack of quorum). Members of the Committee asked questions related to the dispersal of rental units across the City, who would enforce the proposed licensing regime, and how it worked in conjunction with the existing Residential Rental Unit By-law.

## 1.3 Strategic Plan

The Licensing of Short-term Accommodations is connected to, and supports, the implementation of the 2019-2023 Strategic Plan for the City of London by:

5.1 Strengthening our Community; through promotion and support of fire safety through increased public education and prevention, utilizing all the resources of the London Fire Department.

5.2 Leading in Public Service; through researching and responding to emerging planning trends and issues.

## 2.0 Analysis

### 2.1 Current Short-term Rental Market in London:

Based on market data from a data and research firm<sup>a</sup> specializing in short-term accommodations, London has:

- Approximately 650 “active rentals” which are defined as rentals that had at least one reserved or available day in the previous month.
- Growth of 4% over three years, between Q4 2018 (590 units) and Q4 2021 (790 units).
- An average occupancy rate of 68%, defined as the number of booked days divided by the number of available days, excluding properties with no reservations.
- An average nightly rate of \$121.
- A median monthly revenue of \$1,213
- 441 rentals considered “entire home” (67% of active units)
- 211 rentals considered “private room” (32% of active units)
- Small clustering of “entire home” rentals (near Western University, and in the Bishop Helmuth, Old East, and Wortley Village neighbourhoods) and “private room” rentals (near Sarnia & Hyde Park and University Heights) but generally featuring a spread distribution.
- A tendency for listing on the Airbnb platform (= 90% of all local listings).

### 2.2 The Effect of Short-term Accommodations

Canadian research indicates that the profitability of short-term rentals has caused both commercial and individual landlords to leave the long-term rental market, thus resulting in a depleted supply of long-term housing. Notwithstanding local survey responses and public meeting attendance, researchers have shown that, rather, it is the commercial operators who manage multiple listings that generated over 50% of all *Airbnb* revenue in 2019. A number that has surely risen since the pandemic. In Canada this revenue is concentrated amongst the top 10% of hosting companies<sup>b</sup>, and contradictory to the marketing rhetoric that the industry is, “...powered by local hosts”.

Global research has concluded that the continued growth of the industry has happened to the detriment of affordability and availability in cities throughout the world by not only

<sup>a</sup> Website: [www.airdna.co](http://www.airdna.co). Data current as of March 7, 2022.

<sup>b</sup> Canadian Journal of Urban Research, Summer 2020, Vol. 29, Issue 1, p119-134 (online article)

encouraging the conversion of apartments and homes into dedicated short-term rentals, but also by increasing the economic value of properties that can host STAs either full-time or part-time.<sup>c</sup>

“(t)he impact of short-term rentals on housing... functions similarly to gentrification: these rentals slowly increase the value of an area to the detriment of its original residents. The growth of short-term rentals has contributed to housing shortages across cities, as dwindling supply of homes for sale and rent have artificially driven up prices.”<sup>d</sup>

While it is difficult to directly link the cause and effect of these occurrences in the local market, there is evidence. The average price of a home, and the average cost of rent in London has increased, with the average rent is hitting all-time highs.

The October 2021 vacancy rate fell to 1.9% - the third-lowest ever recorded - from a record-setting high of 3.4% in 2020. This was due to an increased student presence, migration, and a healthier local economy.<sup>e</sup> We also know that the supply increases enjoyed in 2020 were geared to the upper tiers of the markets with less than 2% of rentals considered affordable and no data available on the affordability of new builds.<sup>f</sup> However, as the CMHC indicates, new supply is especially needed to sufficiently accommodate those households in the lowest quintile where affordability continues to be a challenge.<sup>g</sup>

As well, the total number of short-term accommodations across all platforms in London has remained relatively stable showing only 4% growth between 2018 and 2021<sup>h</sup>. On the positive side, a 2021 article in the Toronto Star states that, “there are signs that the city’s new short-term rental bylaws are converting some (short-term rentals) back into stock in the long-term housing market”.<sup>i</sup> However, that phenomenon has not translated to a slowing of the market, nor translated into any affordability measures.

According to research undertaken by Municipal Housing Development for the City of London, they suggest that a failure to regulate STAs now will result in less homes in the long-term housing market, creating less affordable housing supply, and therefore only adding to the current housing crisis.<sup>j</sup> (STA Environmental Scan, 2022).

### 3.0 Key Recommendations

The following are the main regulations proposed to address short-term accommodations.

#### 3.1 Licensing the Provider/Host

From a public safety/nuisance perspective, the licensing of the property where the STA takes place helps municipal compliance staff address property related issues. Typically, the large destructive headline-grabbing parties were happening without the hosts’ permission or awareness, in units exclusively dedicated to STAs and not within principal residences, rented from time to time. However, since the much-publicized “party house” concerns, Airbnb - which lists 90% of the local short-term accommodations, have improved their “anti-party” rules and regulations.

Licensing the individual hosts affords the City an opportunity to educate the provider, and the user, about local by-laws and community expectations. It also requires owners to be more responsible for their operations, rather than treating the parties and nuisances as externalities borne by the neighbours.

<sup>c</sup> Ibid.

<sup>d</sup> Malapit, Dana, McGill International Review, Aug. 5, 2020 ([online article](#))

<sup>e</sup> [London Rental Market Report](#), CMHC, February 2022.

<sup>f</sup> Ibid.

<sup>g</sup> Ibid.

<sup>h</sup> Website: [www.airdna.co](http://www.airdna.co). Data current as of March 7, 2022.

<sup>i</sup> Kalinowski, Tess, The Toronto Star, May 13, 2021 ([online article](#))

<sup>j</sup> Municipal Housing Development, City of London (email), 2022.

### **3.2 Principal Residences Only**

Traditionally the short-term accommodation of the travelling public has been a service fulfilled by hotels, motels, hostels, etc., with the bed and breakfast phenomenon considered an alternative to those traditional suppliers. Today, the sharing of a private home, or 'hosting', on a short-term basis is increasingly popular, and it is present in London in all types of dwellings. However, notwithstanding the marketing, it is commercial operators that are generating most of the income and not individual home-owning hosts participating in the sharing economy.

Several municipalities have imposed restrictions on income properties being used as STAs to protect the availability of the long-term rental stock; allowing only principal residences to be used.

A principal residence is a dwelling unit owned or rented by an individual person, either alone or jointly with others, where the person is the resident. This regulation helps ensure that the STAs are truly part of the sharing economy - powered by local hosts - and not commercially operated pseudo-motels.

### **3.3 Dwelling Types**

The recommendations made herein require the owners and/or tenants of all dwelling types who wish to operate a STA to obtain a licence, including apartments, townhouses, and stacked townhouses which are excluded from the Residential Rental Unit Licensing By-law requirements. Tenants who wish to operate a STA will be required to submit a letter from the landlord which clearly demonstrates their permission. Condominium residents will also require letters from the condo board before they can be licensed.

Staff anticipate that this will have a threefold effect. First, that this requirement for permission will immediately reduce the number of apartments used as STAs. Second, the requirement of seeking/receiving permission will require apartment owners and condo boards consider the impacts of permitting STAs within their premises. Lastly, it should help reduce nuisances on adjacent residential premises.

### **3.4 Municipal Accommodation Tax**

As Council resolved, staff have continued to engage the various internet platforms to discuss the collection of the Municipal Accommodation Tax (MAT) on behalf of providers and the City of London. Unfortunately, only Airbnb – which represents 90% of the local market - has responded indicating that they will not act as tax collector for individual hosts.

Therefore, because the operational details of the collection process are still being discussed internally, amendments to the MAT By-law will be presented in the subsequent report following the Public Participation Meeting (PPM).

## **4.0 Municipal Compliance**

### **4.1 Compliance Protocol:**

To attain a licence, the applicant will be required to submit several documents including photos of the premises and proof that the subject address is their principal residence. As STAs are only permitted in principal residences and as submitted documentation should mirror the documentation on the STA platforms, staff will not be inspecting all proposed STAs prior to issuance of a licence. However, where bedrooms and other habitable spaces are identified as being 'below grade' or in a basement, a property standards inspection will be required to ensure the safety of potential short-term guests. There will be no requirement for additional staff to enforce this by-law.



Furthermore, because STAs are required to post their municipal licence number in the platform advertising, staff can determine compliance with the by-law.

Finally, the requirement for a local contact in the event of an emergency or neighbourhood nuisance ensures that the owner has a local representative to address issues.

Non compliance with by-law regulations and administrative regulations will be subject to the issuance of Administrative Monetary Penalties (AMPs).

## **4.2 Fire Safety Information**

In collaboration with the London Fire Department, staff have identified an opportunity for enhanced fire safety education and outreach within licensed STAs. Not all dwelling types are required to have a Fire Safety Plan approved by the London Fire Department and therefore the intent of this information requirement is to supplement those plans with additional information and strategies and to provide new information where a Fire Safety Plan is not required by law.

Fire safety information shall be posted within each licensed STA outlining general fire messaging focused on smoke and CO detectors, safe cooking, evacuation best practices and other pertinent fire safety information. Posting of this information will be a requirement of the licensees' operation and is included in this report as Appendix 'C'.

## **5.0 Next Steps**

Following comments received from the Community & Protective Services Committee, and the public at the Public Participation Meeting, staff will evaluate and make the appropriate amendments to the proposed By-laws as well as the MAT By-law. This report is anticipated in April/May 2022.

This report was prepared with the assistance of a number of service areas including: Fire Prevention, Finance, Legal Services and Housing.

## **Conclusion**

Licensing STAs is something that has been occurring throughout Canada and globally as the popularity of STAs continues to expand. The direction proposed in this report helps to ensure that the providers of STAs act responsibly regarding the services they are providing.

The licensing of these businesses requires that hosts be aware of their responsibilities to comply with City By-laws. The proposal helps protect the character, amenity, and quality of existing residential neighborhoods and improves the safety of the travelling public that choose to stay in someone's principal residence.

In the long-run, the licensing of short-term accommodations may help reduce the number of units that are removed from the long-term rental market for short-term stays.

**Prepared by:** Nicole Musicco,  
Coordinator, Municipal Compliance

**Submitted by:** Orest Katolyk, MPL, MLEO(C),  
Director, Municipal Compliance

**Recommended by:** Scott Mathers, MPA, P. Eng., Deputy City Manager,  
Planning and Economic Development

**Appendix “A”**  
Draft By-Law  
Short-term Accommodations

Bill No. -- 2022

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”.

**WHEREAS** subsection 5(3) of the Municipal Act, 2001 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 Council for the City of London considers it necessary and desirable for the public to regulate the licensing of short-term accommodations for the purpose of protecting the health and safety of persons using short-term accommodations, for ensuring that short-term accommodations do not create a nuisance to the surrounding properties and neighbourhoods, and to protect the residential amenity, character, and stability of residential areas;

**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 amended by adding “Short-term Accommodations” as a new Schedule XX to the Business Licensing By-law.
2. The Business Licensing By-law L.-131-16, Schedule 1, “Business License Fees” is amended by adding the new category “Short-Term Accommodation” and by adding the associated fees of an Annual License Fee of \$175.00

**SCHEDULE XX SHORT-TERM ACCOMMODATIONS**

**1.0 DEFINITIONS:**

“**Dwelling**” means one or more habitable rooms designed, occupied, or intended to be occupied as living quarters.

“**Person**” includes an individual, a corporation and its directors and officers, or partnership and their heirs, executors, assignees, and administrators.

“**Principal Residence**” means a Dwelling owned or rented by a Person, either alone or jointly with others, where the Person is ordinarily resident.

“**Provider**” means a person who receives payment in consideration for Short-term Accommodation and includes agents, hosts or others who sell, offer for sale, or otherwise provides Short-term Accommodation; where the Provider cannot easily be determined, the owner of a property providing accommodation is deemed to be the provider of Short-term Accommodation.

“**Purchaser**” means the Person who makes payment in consideration for Short-term Accommodation.

“**Short-term Accommodation**” means a temporary accommodation in all or part of a Dwelling that is provided for 29 consecutive days or less in exchange for payment or service including a bed and breakfast, but not including a hotel, motel, inn, resort, hostel, lodging house, or rooming house.

## **2.0 POWERS OF THE LICENCE MANAGER**

2.1 In addition to any other power, duty, or function prescribed in this By-law, the Licence Manager may, under this Schedule.

- i. Prescribe the manner, form, content, and inspection protocol for records to be kept by the Short-term Accommodation Licensee.
- ii. Prescribe the manner, form, and process for collecting fees and all other forms of payments to the Municipality.
- iii. Prescribe the form and content of municipal information that is to be provided, displayed, and made available within the Short-term Accommodation and to the Purchaser.
- iv. Prescribe operational regulations regarding potential public nuisance, health and safety, and property standards matters at, or as a result of, the Short-term Accommodation.

## **3.0 Exemptions**

3.1 For greater clarity, the following are not considered a Short-Term Accommodation;

- i. hotel, motel, inn, resort, hostel, lodging house, or rooming house.

## **4.0 APPLICATION FOR LICENCE**

4.1 Any Person wishing to operate, carry on the business of, or permit the operation or carrying on the business of a Short-term Accommodation in the City shall apply for a new Licence, or a renewal Licence, by providing the following, to the satisfaction of the Licence Manager:

- i. if the Applicant is:
  - a. The property owner: proof of ownership of the property satisfactory to the Licence Manager.
  - b. The owner of a condominium unit: proof satisfactory to the Licence Manager that Short-term Accommodations are permitted by the condominium board, and/or
  - c. A tenant: signed authorization from the owner, landlord, or property manager, to permit the operation of a Short-term Accommodation to the satisfaction of the Licence Manager.
  - d. An agent of any of the above: proof that the Person described in a, b, or c has delegated their authority to said agent to act as the applicant on their behalf, along with the material(s) required in a, b, or c;
- ii. a completed application form as provided by the City of London;
- iii. the name, telephone, and email address of the applicant along with the address of the proposed Short-term Accommodation;
- iv. government issued identification or other documentation along with a signed declaration to demonstrate that the Short-term Accommodation is the Licensee's Principal Residence, or on the same premises as their Principal Residence;
- v. payment of the licence application fee and any other applicable fees, taxes, outstanding Administrative Monetary Penalties or invoices;
- vi. an insurance certificate demonstrating general liability insurance for the operations of the Short-term Accommodation against claims filed against the Applicant with respect to bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$5,000,000. The City must be

included as an additional insured under this policy but only with respect to the operations of the Short-term Accommodation;

vii. an indemnity in favour of the City from and against claims, demands, losses, costs, damages, actions, suits, or proceedings that arise out of, or are attributable to, the Short-term Accommodation, which shall be in a form satisfactory to the Licence Manager;

viii. any other information or documents deemed necessary by the Licence Manager.

## **5.0 REQUIREMENTS FOR LICENCEES**

5.1 In addition to all the requirements set out in this By-law, every Short-term Accommodation Licensee shall:

- i. Post and include the valid Business Licence number issued by the City of London in a conspicuous place and within any medium or material used to market, advertise, or broker the Short-term Accommodation;
- ii. Provide to every guest staying in the Short-term Accommodation a local emergency contact of a person available during the guest's entire rental period;
- iii. Post any and all "Fire Safety Information" material, provided by the London Fire Department, within the Short-term Accommodation at the locations and in the manner specified.
- iv. Issue an invoice, contract, receipt, or similar document to all guests that includes the valid business licence number for the Short-term Accommodation and the nightly and total price charged for each individual rental.

5.2 Every Person shall take down, remove, or cease to advertise a Short-term Accommodation that is not in compliance with this By-law.

## **6.0 RECORDS RETENTION**

6.1 In addition to all the requirements set out in this By-law, every Short-term Accommodation Licensee shall maintain a record of each concluded transaction related to their Short-term Accommodation for at least three years following the date of the transaction. A transaction is concluded on the last day of the rental period. The records retained shall include the following:

- i. A copy of all the invoices, described in 5.1 iv., above;
- ii. A statement which clearly indicates:
  - (1) the total number of nights the Short-term Accommodation was rented in each individual calendar year;
  - (2) The nightly and total price charged for each individual rental, and;
  - (3) Whether the rental was an entire-unit rental or partial-unit/room rental.

6.2 Every Licensee shall provide the information referred to in section 6.1 of this Schedule to the Licence Manager upon request.

## **7.0 GENERAL PROHIBITIONS**

7.1 No Person shall:

- i. operate, advertise, broker, carry on the business of, or permit the operation, advertising, brokering or carrying on the business of a Short-term Accommodation unless the property is the Principal Residence of that Person;
- ii. operate, advertise, broker, carry on the business of, or permit the operation advertising, brokering, or carrying on the business of a Short-term Accommodation unless the City of London Short-term Accommodation Licence is active and valid.
- iii. represent to the public that a premises is licensed under this By-law if the premises is not so licensed.

7.2 No Licensee shall:

- i. book or reserve more than two (2) unrelated or unassociated Persons as separate guests in a Short-Term Accommodation in the same Dwelling at the same time.
- ii. contravene or fail to comply with a term or condition of their Licence imposed under this By-law;
- iii. operate or advertise a Short-term Accommodation while the Licence issued under this By-law is under suspension;
- iv. advertise, broker, or otherwise carry on the business of more than one Short-term Accommodation at the same time, or;
- v. transfer a License to another Person.

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

**PASSED** in Open Council on Month, Day, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

## Appendix 'B'

Bill No. ##  
2021

By-law No. A-54-

A by-law to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to provide for an amended Penalty Schedule "A-5" for the Business Licensing By-law for the category of Short-term Accommodation Platform.

**WHEREAS** section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

**AND WHEREAS** the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

**AND WHEREAS** the Municipal Council on June 25, 2019 passed By-law No. A-54, being "A by-law to implement an Administrative Monetary Penalty System in London;"

**AND WHEREAS** the Municipal Council deems it appropriate to amend Bylaw No. A-54 with respect to Schedule "A-5" for the category of Short-term Accommodation Platform.

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

- 8 That Schedule "A-5" of By-law No. A-54, being the Penalty Schedule for Business Licensing By-law be amended to include the following rows, after row 154:

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount (\$)
155	Operate Short-term Accommodation Platform without current valid licence		500.00
156	Contravene or fail to comply with By-law regulation – to wit		300.00
157	Contravene or fail to comply with administrative regulation – to wit		300.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

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

**PASSED** in Open Council on Month, Day, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk



## Fire Safety at Your Home Away from Home

Peer-to-peer hospitality services, such as Airbnb, Vacation Rentals by Owner and other types of vacation rentals are not regulated in the same way as hotels. Requirements vary widely across jurisdictions. Act as your own safety advocate and know before you go. Be sure the following safety measures are addressed.

### SAFETY TIPS

- ✓ Working smoke alarms are in every sleeping room. They are outside each separate sleeping area. They are on every level of the home.
- ✓ Working smoke alarms are interconnected, if possible. When one alarm sounds, they all sound.
- ✓ Portable fire extinguishers are in the home and are easy to reach.
- ✓ Working carbon monoxide alarms are outside each separate sleeping area. They are on every level of the home and in other locations as required by laws, codes, or standards.
- ✓ The owner has posted a floor plan. It notes all escape routes and exits and provides emergency contact information.
- ✓ Everyone knows the address of the home.
- ✓ Everyone staying in the home has identified two ways out of every room and how to escape in an emergency.
- ✓ All doors and windows that lead outside are able to be opened.
- ✓ An outside meeting place has been chosen. It is a safe distance away from the home.
- ✓ Everyone knows how to call 9-1-1 or the local emergency number from a cell phone from outside.
- ✓ If smoking is allowed, a smoking area has been designated and is well away from the structure. Deep, sturdy ashtrays have been provided.
- ✓ All pathways are free and clear of tripping hazards.
- ✓ Electrical outlets are free from multiple cords and adaptors.
- ✓ The stovetop is clear. Anything that can catch fire is not near the stovetop, such as curtains and towels.

### WINDOW AND DOOR ALERT!

Be on the lookout for rooms with tiny windows. These are too small to serve as a means of escape.

Security bars on doors and windows can trap people in a fire. Make sure any security bars have quick-release devices. Tools, keys, or special efforts should not be needed to open them.

### KNOW BEFORE YOU GO

Peer-to-peer hospitality services are not regulated in the same way as hotels. Requirements vary widely across jurisdictions. Do your homework before making a reservation. Check online to see your travel destination's regulations for rental properties. Ask your host if the property meets the regulations. Discuss other safety concerns you may have.

Check the forecast in case of storms that could cause power outages; assure the property has equipment (batteries, lanterns, etc.) in the event of a power outage.

**NATIONAL FIRE PROTECTION ASSOCIATION**  
The leading information and knowledge resource on fire, electrical and related hazards

LONDON FIRE DEPT.  
519-661-2489 ext.4565  
fireforms@london.ca



[nfpa.org/education](http://nfpa.org/education) ©NFPA 2019

Airbnb is a registered trademark of Airbnb, Inc. Vacation Rentals by Owner is a registered trademark of HomeAway.com, Inc. Neither Airbnb, Inc. nor HomeAway.com has reviewed or approved this material.

**From:**

**Sent:** Tuesday, December 7, 2021 8:52 AM

**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>

**Subject:** [EXTERNAL] request for delegation status

I am requesting delegation status for the purpose of discussing a new by-law that regulates exterior lighting on residential properties. The city currently regulates exterior lighting from commercial properties onto residential properties but not residential properties within residential neighbourhoods. In some cases where residential properties are large with large parking lots, exterior lighting can be very intrusive especially with excessive use of LED lights which tend to be brighter.

Issues arising from excessive lighting within residential neighbourhoods need to be litigated and solutions sought through nuisance and common law when by-laws should be in place to ensure one can use their property with inference from adjacent properties.

Thank you

AnnaMaria Valastro

133 John Street, Unit 1

London, Ontario N6A 1N7



## **Light Pollution By-law**

The City of London has a by-law that sets limits on light spillage from commercial parking lots into residential areas.

The same or similar by-law needs to be introduced for residential areas.

### Negative Health Impacts from excessive light pollution.

- Too much light at night interferes with a person's circadian sleep rhythms - one of the most important and well-known circadian rhythms is the sleep-wake cycle.
- The use of 'black out' blinds also interferes with this cycle.
- When this circadian rhythm is thrown off, it can create significant sleeping problems, including insomnia. Research is also revealing that circadian rhythms play an integral role in diverse aspects of physical and mental health. (source Sleep Foundation – SleepFoundation.org)
- People cannot sleep with their windows open on breezy cool nights or swelting summer nights.
- People cannot afford air conditioners or choose not to use air conditioners to reduce energy out of concern for climate change.

### Crime

- When light spillage is extreme, it can light up whole properties exposing all details of that property including car interiors without the need for additional light. In my particular case, a series of break ins and car vandalism occurred with little notice because we were not alerted by unusual light moving through our property. Spillage was so bright that motion lights would not have been triggered.
- We feel unsafe when our property is so lit up that anyone can scout out our house from a distance revealing locks and access points and can move freely throughout the property at night without needing additional lighting such as a flashlight or phone light – which may alert us of an intruder.
- It should be our choice how to best protect our property and what makes us feel safe.

### LED Lights

- The problem has been exacerbated by the use of LED Lights which tend to be brighter and whiter than other forms of light bulbs.

### Wildlife

- Too much light interferes with the movement and safety of nocturnal species. These species are dependent on the cloak of darkness to either shield them from predators or help predators hunt for food. Owls are an example of a

predator that needs dark environments to hunt for food. In an urban environment, owls control rodent species for example and should be welcomed.

- Properties that wish to light up their exteriors can do so without lighting up adjacent properties.

Cities have light pollution by-laws because they protect people and ensure communities are livable. There are 'nuisance civil laws' where property owners can sue their neighbours for light pollution but this is not an option for many property owners because of the sheer expense of litigation, does not protect tenants in residential commercial buildings and is discriminatory based on wealth.

Mature cities enact protective by-laws to ensure compliance with:

[Bill 190, Property Rights and Responsibilities Act, 2009](#) - 9.1 (1) Every person has a right to own the real and personal property that he or she has acquired in accordance with law and, except to the extent provided by law, ***to the peaceful enjoyment*** and free disposition of the property.

Please find attached recent photographs of my property. Lights from across the block bleed into my personal space. The purpose of the photographs is to help understand the direction and extent of the light spillage. The photographs were taken late into the night. Anyone could easily walk right up to our door and break in without needing additional lighting. Except for two, windows are bedroom windows.

Thank You

AnnaMaria Valastro









END

**From:**  
**Sent:** Friday, March 18, 2022 11:53 AM  
**To:** CPSC <cpsc@london.ca>  
**Subject:** [EXTERNAL] Re: delegation status

Hello,

I would appreciate the following to be added to my submission re: Light Pollution on March 29, 2022:

City of Toronto By-law

Chapter 629-17

Buffering

Property that, because of its use, occupancy or other reasons, creates a nuisance to other properties in the neighbourhood shall be buffered from these properties so as to minimize the effect of the nuisance by the provision and maintenance of:

A. A barrier or deflectors to prevent lighting and vehicle headlights from shining directly into a dwelling unit;

Thank You

AnnaMaria Valastro



March 1, 2022

Mayor Ed Holder  
Mayor's Office with The City of London  
Michael Schulthess  
City Clerks Office with The City of London  
300 Dufferin Ave.  
London, ON N6A 4L9

Re: "Rock The Park – July 2022 – Amendment"

Dear Ed/Michael,

On behalf of Jones Entertainment Group (JEG), we are notifying you that Rock the Park Music Festival 2022 will be taking place once again this summer from July 13 to 17 in Harris Park, London. This year will be the 17<sup>th</sup> edition of the festival and we are very excited once again to have 3 benefiting local charities: *Humane Society London Middlesex, Big Brothers Big Sisters of London & Area, and Western Football Scholarship Program*. As in previous years, we have scheduled ISM Security and London Police Services for the duration of the event.

We are respectfully seeking your approval to add an additional concert date to the 17<sup>th</sup> edition of Rock the Park. JEG has an incredible opportunity to host one of the best music festivals ever held in London, especially now that London has been deemed "The Music City". However to make this possible we need to operate Rock the Park (RTP) from Wed. July 13<sup>th</sup> through Sun. July 17<sup>th</sup>, 2022 (5 consecutive days). We have an opportunity to present a large country artist on Sunday July 17<sup>th</sup> for 10,000 fans coming into downtown London. The economic impact for the local economy and London will increase in regards to additional tourism dollars through hotel reservations, dining, shopping, and more. To move forward with our planning we are seeking relief from *Section 10.3* of the *Special Events Policies & Procedures Manual* restricting the use of Harris Park to only 4 consecutive days. Evidently, there is no restriction for Ribfest operating in Victoria Park for 5 consecutive days. With the fifth concert date, our 3 local charities have potential for substantial increased funding. This request has been granted to us previously in 2015 & 2017.

Please find our enclosed updated "2022 Special Events Request Form" for your consideration. If you have any questions or require further information please do not hesitate to contact us at any time.

**Rock The Park Music Festival 2022 Lineup**

**Wed. July 13<sup>th</sup>** – Alanis Morissette, Garbage, The Beaches, Crash Test Dummies

**Thurs. July 14<sup>th</sup>** – The Glorious Sons, July Talk, Big Wreck, The Trews

**Fri. July 15<sup>th</sup> – 90's Throwback Night w** TLC, AQUA, Darryl McDaniels (Run DMC), Jenny Berggren (Ace of Base), 2 Live Crew

**Sat. July 16<sup>th</sup>** – TBA

**Sun. July 17<sup>th</sup>** – TBA

**Gates Open: 4:00pm / Concert: 5:00pm to 11:00pm daily**

We appreciate the support from the City of London and are looking forward to another successful year. Please contact me at my office if you have any questions.

Sincerely,

Brad Jones  
President

550 Wellington Street, London ON Canada N6A 3P9  
Phone 519.672.1559 Fax 519.667.9613 www.jonesentertainmentgroup.ca



**City of London  
Parks & Recreation Department**

**2022 SPECIAL EVENTS REQUEST FORM**

Return to: Lina D'Oria (ldoria@london.ca)

P.O. Box 5045, 151 Dundas St., London, Ontario N6A 4L6 (Phone 519 661- 2500 ext. 5230 Fax 519 661-5793)

Today's Date: **Tuesday, March 1, 2022**

Advertise Event: <http://www.londontourism.ca/Events/Submit-Your-Event>

Name of Organization (should be same as insurance policy):

**Humane Society London & Middlesex**  
Big Brothers / Big Sisters of Canada  
Western Football

Name of Person (Signing Officer's Name for Organization): **Steve Ryall (Executive Director)**

Name of Persons Organizing Event: **Brad Jones/Greg Jones**

Address of Organization: **624 Clarke Road London ON**

Postal Code: **N5V 3K5**

Email Address: **sryall@hslm.ca**

Home Phone #:

Business #: 519.451.0630

Fax #: 226.636.2894

Name of Event: **Rock The Park Music Festival 2022**

Description of Event: **A Rock/Country Festival held over a weekend period. Proceeds to benefit 3 local charities (Big Brothers/Sisters of London, Humane Society London & Middlesex, Western Football) all located in London, Ontario.**

**This is an annual event that has taken place in Harris Park for the past sixteen years.**

**Beer Gardens  
Music - Amplified**

<b>Check Request:</b>	<input type="checkbox"/> Victoria Park	<input type="checkbox"/> Gibbons Park Roadway	<input checked="" type="checkbox"/> <b>Harris Park &amp; Roadway</b>	<input type="checkbox"/> Greenway Park Roadway
	<input type="checkbox"/> Springbank Gardens	<input type="checkbox"/> Springbank Park Roadway	<input type="checkbox"/> Maurice Chapman Roadway	<input type="checkbox"/> Showmobile

**Other Parkland Request (not listed above): Entrance off Dundas / Queens at Yellow Gate**

**Street Closure: Dufferin into the Park Area**

Set-up Day 1:	Sunday, July 10, 2022	Set-up Time:	6:00am	to	4:00pm
Set-up Day 2:	Monday, July 11, 2022	Set-up Time:	6:00am	to	9:00pm
Set-up Day 3:	Tuesday, July 12, 2022	Set-up Time:	6:00am	to	9:00pm
Concert	Wednesday, July 13, 2022	Time of Event:	3:00pm	to	11:00pm
Concert	Thursday, July 14, 2022	Time of Event:	3:00pm	to	11:00pm
Concert	Friday, July 15, 2022	Time of Event:	3:00pm	to	11:00pm
Concert	Saturday, July 16, 2022	Time of Event:	3:00pm	to	11:00pm
<b>Concert</b>	<b>Sunday, July 17, 2022</b>	<b>Time of Event:</b>	<b>3:00pm</b>	<b>to</b>	<b>11:00pm</b>
Clean-up Day:	Monday, July 18, 2022	Clean-up	6:00am	to	9:00pm

**Expected Attendance: 8,000 to 12,000 each day of the Event**



**From:** Greg Jones  
**Sent:** Monday, March 21, 2022 4:39 PM  
**To:** Westlake-Power, Barb  
**Cc:** CPSC ; 'Brad Jones'  
**Subject:** [EXTERNAL] Rock The Park 2022 - 5th Day Change (Sat. July 16th)

Thanks Barb for taking my call.  
As discussed - Jones Entertainment Group is now requesting the 5th additional day for Sat. July 16th instead of the Sunday as previously requested.  
Let me know if you need any other info.  
Best,  
Greg

### **Rock The Park 2022 Lineup**

#### **Wed. July 13th 2022**

Alanis Morissette  
Garbage  
The Beaches  
Crash Test Dummies

#### **Thurs. July 14th 2022**

The Glorious Sons  
July Talk  
Big Wreck  
The Trews

#### **Fri. July 15th 2022**

90s Retro Night w  
TLC  
AQUA  
JA RULE  
Run DMC  
Ace of Base  
2 Live Crew

#### **Sat. July 16th 2022 - request for this night**

#### **Sun. July 17th 2022**

Country Night TBA on March 28th @ 8am

**Greg Jones**  
Vice President - JEG  
550 Wellington Street, London, ON N6A 3P9

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee

**From:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Service

**Subject:** 2022 Rock the Park One-Time Policy Exemption Request

**Date:** March 29, 2022

## Recommendation

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the following report on the 2022 Rock the Park One-Time Policy Exemption Request **BE RECEIVED** for information.

## Executive Summary

The purpose of this report is to outline a one-time policy exemption request in 2022, to the Special Events Policies and Procedures Manual made by the Rock the Park event organizer to extend the number of consecutive days the event can operate in Harris Park from four to five. This report provides background information on previous policy exemption requests approved by Council as well as a draft by-law for consideration should Members of Council wish to approve this request.

## Linkage to the Corporate Strategic Plan

Special events are aligned with the following strategic areas of focus in the City of London Strategic Plan 2019-2023:

- Strengthening our Community under the outcome, Londoners are engaged and have a sense of belonging in their neighbourhoods and community.
- Growing our Economy under the outcome, London is a leader in Ontario for attracting new jobs and investment.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Extension of Hours for Sound From Outdoor Stage During 2019 Juno Week \(January 22, 2019\)](#)
- [2017 Rock the Park One-Time Exemption Request \(March 20, 2017\)](#)
- [2015 CPSC Public Submission – Rock the Park12 – July 2015 – Amendment \(April 21, 2015\)](#)

### 2.0 Discussion and Considerations

#### 2.1 Background and purpose

Rock the Park Music Festival has taken place in Harris Park for 16 years, and 2022 will be the 17<sup>th</sup> edition of the festival. The event raises funds for charities and/or not-for-profit organizations. This year the festival will benefit three local charities: Humane Society London Middlesex, Big Brothers Big Sisters of London & Area, and Western Football Scholarship.

The Rock the Park event organizer has requested a one-time exemption to the Special Events Policies and Procedures Manual to extend the number of consecutive days for the event from four days to five days in Harris Park (Wednesday July 13 to Sunday July 17, 2022).

The purpose of this report is to outline the request made by the Rock the Park event organizer and to provide background information on previous policy exemption requests approved by Council.

### One-Time Exemption Request

The following is an excerpt of the request from Jones Entertaining Group received on March 1, 2022 and included in the March 29, 2022 CPSC Agenda.

*We are respectfully seeking your approval to add an additional concert date to the 17th edition of Rock the Park. JEG has an incredible opportunity to host one of the best music festivals ever held in London, especially now that London has been deemed “The Music City”. However to make this possible we need to operate Rock the Park (RTP) from Wed. July 13th through Sun. July 17th, 2022 (5 consecutive days). We have an opportunity to present a large country artist on Sunday July 17th for 10,000 fans coming into downtown London. The economic impact for the local economy and London will increase in regards to additional tourism dollars through hotel reservations, dining, shopping, and more. To move forward with our planning we are seeking relief from Section 10.3 of the Special Events Policies & Procedures Manual restricting the use of Harris Park to only 4 consecutive days. Evidently, there is no restriction for Ribfest operating in Victoria Park for 5 consecutive days. With the fifth concert date, our 3 local charities have potential for substantial increased funding. This request has been granted to us previously in 2015 & 2017.*

### Previous Council Decisions

Council approved similar requests from the Rock the Park event organizer in 2015 and 2017.

- On April 28, 2015, Council resolved, that a by-law be introduced to amend the City of London’s 2015 Special Events Policies and Procedures Manual to provide “Rock the Park 12-July 2015” event use of Harris Park for 5 consecutive days.
- On April 4, 2017, Council resolved that a by-law be introduced to amend the City of London’s 2017 Special Events Policies and Procedures Manual to provide for “Rock the Park 14-July 2017” event use of Harris Park for 5 consecutive days.

Council also approved an amendment to the Special Events Policies and Procedures Manual on January 29, 2019 to extend the hours for sound arising from the outdoor stage in Budweiser Gardens Parking lot for the 2019 JUNO Week on March 14, 15, 16, 17.

### Harris Park

Harris Park has been developed to support events and is limited to five major events with a total of 12 days of amplified sound per year. The exemption request will still allow the total number of events and the annual total number of days to remain within the policy guidelines.

## **3.0 Financial Impact/Considerations**

There are no financial impacts or considerations associated with this report.

## 4.0 Key Issues and Considerations

### 4.1. Next Steps

Should Members of Council wish to approve a one-time policy exemption for the use of Harris Park for 5 consecutive days for the Rock the Park event, a draft by-law to amend the Special Events Policies and Procedures Manual is attached as Appendix A for consideration.

## Conclusion

Special Events are an important part of London's quality of life, enhancing tourism, culture, recreation, and education; and providing economic benefits to businesses. In addition to the many social and economic benefits special events bring to the city, London was designated a UNESCO City of Music in 2021. Special events provide rich opportunities to bring music, culture and entertainment to Londoners while supporting the City of Music designation.

**Submitted by:** Kristen Pawelec, Director, Community Development and Grants

**Recommended by:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Bill No.  
2022

B-law No. CPOL

A by-law to amend By-law No. CPOL-142-394 being a by-law for a Council policy entitled Special Events Policies and Procedures Manual, to provide for the “*Rock the Park 17 – July 2022*” event use of Harris Park for 5 consecutive days.

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, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-142-394, as amended, the Council Policy entitled “Special Events Policies and Procedures Manual”, to provide for the “Rock the Park 17 – July 2022” event use of Harris Park for 5 consecutive days;

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

1. The Special Events Policies and Procedures Manual is hereby amended as follows:
  - i) section 4.29 is amended by adding the following new part (d):

“(d) Notwithstanding part (a) above, the “*Rock the Park 17- July 2022*” event is permitted the use of Harris Park for 5 consecutive days July 13 to July 17, 2022.”
  - ii) section 4.36 is amended by adding the following new part (d):

“(d) Notwithstanding part (a) above, the “*Rock the Park 17- July 2022*” event is permitted the use of Harris Park for 5 consecutive days July 13 to July 17, 2022.”
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on , 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**From:** >  
**Sent:** Friday, March 25, 2022 12:12 AM  
**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>  
**Subject:** [EXTERNAL] Re: please add to the agenda

This letter is for agenda item - 4.2 Rock the Park

On 2022-03-24 23:57, wrote:

Dear Committee Members,

There is a lot of opposition to both expanding Rock the Park and patios. Rock the Park and patios on Richmond St. consistently break by-law rules for sound and the volume of people that crowd the small surrounding neighbourhoods is overwhelming. My guess is you would hear from people if this decision wasn't being made outside of a public meeting.

Harris Park needs to be returned to the community. Because of Rock the Park, the park cannot be used for any other purpose. It is a holding tank for this one event. The core desperately needs a dog park, cannot be 'treed' and is being eroded from trampling. It is along the river and distorted sound travels along the water way as far away as Byron. Large heritage homes are not sealed and the loud sustained sound vibrations from Rock the Park penetrate into people's interiors and have health impacts.

Rock the Park needs to leave Harris Park altogether. It is a pariah to the community. The organizers threaten to pull charitable donations if it doesn't get its way and the City charges them pittance to use a public space for a 'for-profit' event. In a private venue they would need to pay a premium price and that's why they push council to stay in the park taking it away from residents.

It is time that it 'grows-up' and matures to a move professional venue. Other cities require organizers of outdoor venues to erect sound barriers at their own expense as part of their permit to protect residents. Other 'more music' cities in Canada promote festivals responsibly with residents' well being in mind. Instead here in London, it has become common practice for Councillors to dismiss public concerns by rationalizing that there 'will always be push back' so why listen. Both Councillor Fyfe-Millar and Lewis have already announced their decision through the media on this matter without even blinking at concerns residents' have been raising for years.

Tell Rock the Park to stop leeching off residents and give the park back to the community. And start charging money-making events 'market value' for public space.

AnnaMaria Valastro

# **Animal Welfare Advisory Committee**

## **Report**

2nd Meeting of the Animal Welfare Advisory Committee  
March 3, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

Attendance                      PRESENT: W. Brown (Chair), M. Blosh, A. Hames, P. Lystar,  
and M. Toplack; A. Pascual (Committee Clerk)

ALSO PRESENT: O. Katolyk, R. Laidlaw, M. McBride, and J.  
Woodyer

The meeting was called to order at 5:02 PM; it being noted that  
the following members were in remote attendance: M. Blosh, W.  
Brown, A. Hames, P. Lystar, and M. Toplack.

### **1. Call to Order**

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Consent**

#### 2.1 1st Report of the Animal Welfare Advisory Committee

That it BE NOTED that the 1st Report of the Animal Welfare Advisory  
Committee, from its meeting held on December 9, 2021, was received.

#### 2.2 Municipal Council resolution with respect to the 1st Report of the Animal Welfare Advisory Committee

That it BE NOTED that the Municipal Council resolution from its meeting  
held on January 25, 2022, with respect to the 1st Report of the Animal  
Welfare Advisory Committee, was received.

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

#### 3.1 Sub-Committee Update

That it BE NOTED that the verbal presentation from W. Brown, with  
respect to the Sub-Committee Update, was received.

### **4. Items for Discussion**

#### 4.1 R. Laidlaw - Delegation

That the following actions be taken with respect to the request for  
delegation status from R. Laidlaw, Executive Director, Zoocheck Inc.:

- a) the above-noted request BE APPROVED; and,
- b) the verbal presentation from R. Laidlaw and J. Woodyer, with  
respect to wildlife and reptilian welfare issues, BE RECEIVED.

#### 4.2 Private and Mobile Zoos

That the following actions be taken with respect to private and mobile  
zoos:

- a) the Municipal Council BE REQUESTED to affirm that the exemption in the City of London's Animal Control By-law for animals licensed by the Province of Ontario is limited to species listed as protected or game animals under the Ontario Fish and Wildlife Conservation Act;
- b) the Municipal Council BE REQUESTED to direct Civic Administration to clarify the above-noted exemption limitation with Reptilia Zoo;
- c) the attached document, with respect to this matter, BE FORWARDED to the Community and Protective Services Committee (CPSC) for their review and consideration; and,
- d) W. Brown, Chair, BE GRANTED delegation status at the CPSC meeting on March 29, 2022, to present the above-noted document.

#### 4.3 Recommendations to the Fireworks By-law

That it BE NOTED that the Animal Welfare Advisory Committee (AWAC) will compile their recommendations regarding potential amendments to the Fireworks By-law to be presented at the next AWAC meeting.

#### 4.4 Canid Signage Update

That Civic Administration BE REQUESTED to attend the next Animal Welfare Advisory Committee meeting to provide an update with respect to potential education and awareness initiatives related to canid and wildlife presence in the community.

### 5. **Adjournment**

The meeting adjourned at 6:22 PM.



## The Animal Welfare Advisory Committee to the City of London

### Recommendation to Council March 2022:

1. Council affirm that the exemption in the Animal Control By-law for animals licensed by the province is limited to the animals held under their provincial license, (i.e. those listed as specially protected or game animals under the Ontario Fish and Wildlife Conservation Act), and that all other animals will be subject to the municipal animal control by-law.
2. Council direct staff to send a clarification to the owner of Reptilia Zoo regarding the exemption limitation and a copy of the by-law highlighting that many animals within the Reptilia Zoo collection may be prohibited or restricted in the City of London pursuant to the by-law.

### Reasons for Recommendation

On February 16, 2022, the president of Reptilia Zoo, Brian Child, is quoted in a CBC News article by Colin Butler as saying that “It almost looks like the left hand and the right hand don’t know what’s going on” in the city of London.

The Animal Welfare Advisory Committee believes that clarification would be beneficial to Reptilia Zoo, the City, and to the welfare of any reptiles or other animals that may be transported in anticipation of a reptile zoo opening at Westmount Mall.

### Analysis

#### 1. What by-law applies to reptiles?

Animals are regulated by the City of London’s Animal Control By-law (PH-3), which

- (a) restricts the keeping of Class 5 animals (non-venomous snakes, lizards and spiders) and
- (b) prohibits the keeping of Class 7 animals (any animal of a type that is normally found in a wild and natural state, whether or not it has been bred and/or raised in captivity and includes but is not limited to bear, wolf, coyote, *crocodile*, *alligator*, bobcat, lynx, mountain lion, cougar, tiger, lion, monkey, fox, skunk, kangaroo, eagle, hawk, elephant, weasel, racoon, *venomous lizard*, *venomous snake*, *venomous spider*, all birds the keeping of which is prohibited in the Migratory Birds Convention Act, S.C. 1985, C.M-7, and regulations thereto and all animals the keeping of which is prohibited in the Fish and Wildlife Conservation Act, 1997 and regulations thereto.) [emphasis added]

#### 2. Are zoos exempt from the Animal Control By-law?

The Animal Control By-law section 3.6 states that the by-law “shall not apply to animals maintained in a public park, zoo, fair, exhibition or circus *operated or licensed by a municipal or other governmental authority.*” [emphasis added]

There is no Province of Ontario “zoo license”, i.e., a license to own or operate a zoo. Nor is there a municipal license to keep animals in a zoo in London. At the December 2018 city council meeting,

council rejected Reptilia Zoo's proposal to open a facility in London. Council declined to amend the Business Licensing By-law to regulate private and mobile zoos. Accordingly, a zoo cannot be exempted from the by-law on the basis that it is *licensed by* a municipal or other governmental authority. A zoo can only be exempted on the basis that it is *operated by* a municipal or other governmental authority. The same applies to animals "maintained in a public park". This section of the by-law accommodated the former zoo that the City operated at Storeybook Gardens years ago.

### **3. Is there a Provincial law or license that trumps the municipal by-law?**

The only license available is one issued by the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNR) under the Fish and Wildlife Conservation Act (FWCA) section 40(1), which states that "A person shall not keep live game wildlife or live specially protected wildlife in captivity except under the authority of a license and in accordance with the regulations."

For purposes of the FWCA, Ontario Regulation 668/98 Wildlife in Captivity (WIC) provides that "A person who owns or operates a zoo may, in accordance with a licence issued under the Act, (a) keep or propagate game wildlife and specially protected wildlife; and

(b) buy or sell game wildlife and specially protected wildlife" (WIC 3).

The license applies to "game wildlife and specially protected wildlife". All other animals are not covered under the license. These animals continue to be regulated and/or prohibited by municipal by-laws.

### **4. What's the difference between a zoo and a "place of entertainment"?**

The Provincial regulations define a "zoo" to mean "a place where game wildlife or specially protected wildlife is kept in captivity for display to the public and for conservation, educational or scientific purposes". (WIC 1(1))

Neither the FWCA nor the Regulations define or make any provisions for licensing a "place of entertainment". London's Animal Control By-law also does not exempt a "place of entertainment".

### **5. Will this decision set a precedent?**

Failure to uphold Council's 2011 and 2018 Council decisions as they relate to Private Zoos such as Reptilia Zoo and London's current Bylaw, Zoning, and Business License Prohibitions sets a precedent for other like private zoos and mobile zoo programs to operate in the City of London. Private zoos and mobile live animal programs and other activities that take place off-site, which are key components of Reptilia Zoo's operations brings exotic and potentially dangerous animals to London and offsite, posing significant health and safety risks such as the potential for an animal to escape, increased incidence of handling the animals and exposure to infectious disease, and a lack of municipal and provincial oversight, and other safety features that are contained in the facility itself.

## **6. What other consequences are there?**

The potential increase in exotic animal businesses seeking exceptions and expansion in the number of these animals kept in the city could undermine:

- deliberate past improvements to animal welfare.
- municipal oversight
- the environment in terms of exotic animals entering the City and threatening native wildlife species, and undermines the City's reputation as a national leader in this space.
- concerns regarding the ability to properly care for such animals.
- the intention of the current bylaw and zoning prohibitions pertaining to private zoos and mobile zoos, as it relates to animal welfare as well as the City's leadership in this space.
- efforts to reduce the commercialization of wildlife, expansion of reptile pet keeping and trade, and escalate an undue burden to city staff and to public health and safety.

## **7. What does zoo association membership/accreditation mean?**

Association membership or accreditation does not guarantee optimal animal welfare and public safety standards. For instance, CAZA (Canadian Association of Zoos and Aquariums) is a private charitable organization representing the zoo industry in Canada. They conduct pre-announced inspections of their member zoos not more than once every 5 years. Some CAZA accredited zoos have been issued orders and even charged under animal cruelty legislation.

In a Report by the City of Toronto (written in consultation with Economic Development and Culture, Toronto Public Health, and Corporate Real Estate Management) in 2021 with regards to Reptilia Zoo's request for an exemption to the Bylaw to allow its operations, the report noted:

“As part of this review, staff requested information from the Ontario Ministry of the Solicitor General's Provincial Animal Welfare Services (PAWS) regarding any animal welfare concerns associated with Reptilia's operations in other jurisdictions. Based on the information received, staff have significant concerns regarding the outcomes of past investigation and inspections by PAWS.”

### **Conclusion:**

- Reptilia Zoo is anticipating opening a reptile zoo in London's Westmount Mall in the next few months.
- The City's Animal Control By-law prohibits the keeping of many of the animals in Reptilia Zoo's collection.
- There is no Provincial or municipal “zoo license”. Zoos are exempted from London's Animal Control By-law only if they are operated by a municipal or other governmental authority.

- The license issued by the NDMNRF permits the owner of a zoo to keep, propagate, buy, or sell “game wildlife and specially protected wildlife”. The license does not extend to allow the license holder to keep any other animal they choose, for example, a tiger or an alligator, despite local laws. These animals continue to be regulated and/or prohibited by the municipal by-law. The majority of species in Reptilia Zoo’s collection are prohibited or restricted in London.
- Clarification on the limitation of the animal control By-law exemption is essential to avoid unnecessary waste of time and other city resources, as well as implications and concerns outlined in the Analysis section of this recommendation report.

**From:**

**Sent:** Sunday, March 20, 2022 11:13 PM

**To:** CPSC <cpsc@london.ca>

**Subject:** [EXTERNAL] request for delegation at CPSC meeting

Dear CPSC Clerk:

I would like to make a request to delegate at the upcoming Community and Protective Services Committee meeting on March 29<sup>th</sup>. I would like to provide some commentary relevant to the Animal Welfare Advisory Committee report (re exotic wildlife in London) that I understand will be considered at the meeting.

If you require any additional information, please let me know. Please confirm receipt of this email. Thank you.

Sincerely,

Rob Laidlaw  
Zoocheck Inc.  
788 ½ O'Connor Drive  
Toronto, Ontario  
M4B 2S6



## Zoocheck Inc.

P.O. Box 1389  
Gravenhurst, Ontario  
P1P 1V5

phone: 416.285.1744  
zoocheck@zoocheck.com  
www.zoocheck.com

March 25, 2022

Community and Protective Services Committee (CPSC)  
City of London  
300 Dufferin Avenue  
London, Ontario  
N6B 1Z2

Dear Community and Protective Services Committee Members:

**RE: March 29, 2022 Agenda Item 4.3 – 2<sup>nd</sup> Report of the Animal Welfare Advisory Committee regarding private zoo use/Reptilia**

I am writing in support of the recommendations contained in the 2<sup>nd</sup> Report of the Animal Welfare Advisory Committee (AWAC) in Item 4.3 of the March 29, 2022 CPSC Agenda. They are:

- 1. Council affirm that the exemption in the Animal Control By-law for animals licensed by the province is limited to the animals held under their provincial license, (i.e. those listed as specially protected or game animals under the Ontario Fish and Wildlife Conservation Act), and that all other animals will be subject to the municipal animal control by-law.***
- 2. Council direct staff to send a clarification to the owner of Reptilia Zoo regarding the exemption limitation and a copy of the by-law highlighting that many animals within the Reptilia Zoo collection may be prohibited or restricted in the City of London pursuant to the by-law.***

The AWAC recommendations aim to provide public confirmation regarding the limited exemption from the Animal Control By-Law PH-3 provided to any person or business holding a provincial license to keep certain kinds of native wildlife in captivity. They will also verify to anyone who doesn't understand the limited exemption that the City of London retains control over non-native exotic animals within City limits.

The recommendations also help the City of London to proactively prevent exotic animal problems, rather than allowing them to surface and then trying to deal with them retroactively. A number of Ontario municipalities have dealt with these kinds of issues retroactively and have encountered long, difficult, sometimes expensive, struggles to address them. Examples include the Municipality of Lambton Shores and the Township of Wainfleet trying to address public safety and nuisance issues posed by zoos



operated by Mark Drysdale and the Township of Southwold addressing similar problems with big cat owner Norman Buwalhda.

I would like to note that:

1. There are no provincial or federal licenses for zoos or zoo-type facilities in Ontario and no licenses for the keeping of non-native exotic animal species.
2. Since the early 1980s there have been no fewer than 12 attempts to establish a licensing regime for Ontario's zoos and zoo-type facilities. They have included government bills, private members bills, government consultation/working groups, single Ministry initiatives and other programs. None have resulted in the establishment of any kind of zoo licensing in the province.
3. The Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMRNF) currently issues a *License to Keep Specially Protected and Game Wildlife in a Zoo* [the "License"]. It regulates ONLY those native wildlife species listed in the *Ontario Fish and Wildlife Conservation Act* and does not apply to non-native exotic wildlife species. According to NDMRNF Senior Policy Advisor,  

**"The requirements of the licence for zoos to keep specially protected and game animals apply only to the species being held under the licence (ie. Those regulated under the FWCA) and NOT to other species that may be kept in the same facility."**
4. According to Animal Control By-Law PH-3 (3.6), "This By-law shall not apply to animals maintained in a public park, zoo, fair, exhibition or circus operated or licensed by a municipal or other governmental authority." Since there is no municipal or provincial zoo license and no governmental authority operating the Reptilia zoo business, there is only a limited exemption for those native wildlife species covered by NDMRNF licenses leaving all non-native exotic wild animals held within City limits as the responsibility of the City of London.
5. Municipal staff have recognized the limited exemption by indicating that issues lying outside of the scope of the provincial license may have to be dealt with by the City.

I should also mention that in December 2021, the City of Toronto rejected Reptilia's request for an animal control bylaw exemption. A comprehensive multi-agency review by Toronto Animal Services identified numerous public safety, animal welfare and other issues and recommended that no exemption be provided. On December 1<sup>st</sup> Toronto's Economic and Community Development Committee unanimously voted against an exemption, as did Toronto City Council on December 15<sup>th</sup> with a unanimous 26 – 0 vote.

In January 2022, opposition to a Reptilia request for an exemption to the City of St. Catharines animal control bylaw led to a deferral and then a withdrawal of the request by the applicant. Those opposing the application included City residents, Brock University faculty members and students, the local humane

society and animal control service provider, the Ontario SPCA as well as numerous other animal welfare, wildlife protection and environmental organizations and independent experts.

For the reasons stated in this letter I urge you to support the AWAC recommendations as presented.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Laidlaw". The signature is fluid and cursive, with a large initial "R" and a long, sweeping tail.

Rob Laidlaw  
CBiol MRSB  
Executive Director

*Zoocheck is an international wildlife protection charity established in 1984 to promote and protect the interests and well-being of wild animals. Zoocheck works with a broad range of collaborating partners in Canada and around the world, and assisted the City of London in the relocation of animals from the Storybook Gardens zoo and other issues.*



The Animal Welfare Advisory Committee (AWAC) received a delegation at our March 3, 2022 meeting from Zoocheck representatives Rob Laidlaw, Executive Director, and Julie Woodyer, Campaigns Director. They spoke about mobile zoos and Reptilia Zoo and provided two documents :

1. a legal opinion from Peter Gross, Partner, WeirFoulds LLP, dated October 5, 2021, and
2. a Toronto city staff report from Carleton Grant, Executive Director, Municipal Licensing and Standards, to the Economic and Development Committee, dated November 17, 2021.

The legal opinion looked at whether a zoo is exempted from London's Animal Control By-law if it holds a Provincial license. The conclusion was that a zoo would be exempt only with respect to native game wildlife and specially protected wildlife.

In its analysis, the opinion pointed out that the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry (NDMNR) can issue a license to a zoo, but the NDMNR has jurisdiction over native game wildlife and specially protected wildlife only, so any license they can issue to a zoo applies to these animals only.

The opinion goes on to say that non-native species, such as the reptiles, amphibians and arachnids commonly held in a mobile or reptile zoo, cannot be kept just because a zoo has a license to keep native wildlife. The regulation of native and non-native animals is completely different. The Province does not currently regulate non-native species. The NDMNR has no jurisdiction over them. Instead, they are regulated and/or prohibited by municipal by-laws.

That is what happened in Toronto. Reptilia Zoo had a license from the NDMNR for its other locations. Yet it needed an exception to the Prohibited Animals restrictions in the city's Municipal Code so it could have these prohibited animals in a zoo at Harbourfront Centre. Toronto city staff wrote a report and recommended against granting the exception. City council followed that recommendation.

The report acknowledged that there may be potential economic benefits if Reptilia Zoo opened a facility. However, after a full analysis, the conclusion was that any potential benefits were outweighed by health and safety considerations, animal welfare considerations, and concerns about setting a precedent that was contrary to previous direction set by city council.

Specifically mentioned were the potential for injuries and the spread of infectious diseases such as salmonella, particularly when animals are taken off-site for events such as birthday parties. The report also discussed past investigations and inspections of Reptilia Zoo facilities by the Ontario Ministry of the Solicitor General's Provincial Animal Welfare Services (PAWS). While the zoo eventually came into compliance, there were concerns about the adequacy of care provided to the animals.

In conclusion, the report noted that Reptilia Zoo could open a facility without a by-law exception but would not be permitted to house species listed in Toronto's Prohibited Animals list.

Taken together, these two documents confirm that a license issued by the Province to a zoo permits the license holder to keep or propagate native game wildlife and specially protected wildlife only. Non-native species continue to be regulated by municipal by-law. If an animal is prohibited by the municipal by-law, a zoo is not permitted to keep or display that animal, regardless of whether the zoo has a license from the NDMNR or not.

October 5, 2021

**Peter Gross**  
Partner  
t. 416-619-6283  
pgross@weirfoulds.com

**VIA EMAIL**

File 22236.00001

Julie Woodyer  
Campaigns Director  
Zoocheck Canada Incorporated  
julie@zoocheck.com

Rob Laidlaw  
Executive Director  
Zoocheck Canada Incorporated  
rob@zoocheck.com

Dear Julie and Rob:

**Re: Opinion on permissibility of Reptilia Zoo’s facility in the City of London**

**A. OVERVIEW**

You have asked for a legal opinion related to a zoo-like facility that Reptilia Zoo (“**Reptilia**”) is preparing to open in the Westmount Mall in the City of London (the “**City**”). Reptilia also intends to take animals hosted at the facility into numerous offsite venues, including schools, nursing homes, and daycares to provide mobile live animal programs (“**MLAPs**”).

First, you would like to know whether, under section 3.6 of the City’s [Animal Control By-law – PH – 3](#) (the “**Animal By-law**”), Reptilia is exempted from regulation by virtue of its provincial licence in respect of its other zoo locations in Ontario.

Second, you would like to know whether the City’s Chief Building Official (“**CBO**”) erred in issuing a building permit to Reptilia based on an unreasonable interpretation of the City’s [Zoning By-law](#).

From our review, Reptilia cannot rely on the exemption in the By-law to operate this type of zoo facility in London. Reptilia’s provincial licence for its facilities only applies to native wildlife species identified in the provincial regulations under the *Fish and Wildlife Conservation Act, 1997*.<sup>1</sup> It is clear from Reptilia’s website, that its zoos showcase mainly exotic animals, which are not licenced

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<sup>1</sup> SO 1997, c 41 (“**FWCA**”).

by the province and would, therefore, not be exempt from regulation under section 3.6 of the Animal By-law.

Regarding the second issue, our review shows that in 2011, the City removed private zoos as a permitted use from its Zoning By-law. It is clear from a 2011 staff report that Council, through the recommendation of the Animal Welfare Advisory Committee, concluded that a private zoo use in the City of London was not appropriate. Further, Council previously considered and rejected a proposal by Reptilia to establish a zoo in the City in 2018 by declining to amend the [Business Licensing By-law-L-131-16](#) to regulate zoos and mobile zoos. The CBO's recent issuance of the building permit was based on an unreasonable interpretation of the Zoning By-law that classified Reptilia's proposed facility as a place of entertainment.

## **B. DISCUSSION**

### **1. Reptilia Cannot Rely on the Exemption in section 3.6 of the Animal By-law**

We understand that Reptilia currently holds a licence to keep or propagate game wildlife and specially protected wildlife<sup>2</sup> issued by the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry ("**NDMNRF**").<sup>3</sup> It is our further understanding that Reptilia relies on its licence with NDMNRF to claim that its proposed facility in London falls within the exemption in section 3.6 of the City's Animal By-law.

The full provision of the City's Animal By-law reads as follows:

#### **3.6 Public park - zoo - fair - exhibition - circus - licensed**

This by-law shall not apply to animals maintained in a public park, zoo, fair, exhibition or circus operated or **licensed by a municipal or other governmental authority**. [emphasis added]

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<sup>2</sup> Ontario Regulation 668/98 ("Wildlife in Captivity") s. 3(1)(a).

<sup>3</sup> See Appendix "A" for relevant provisions under Ontario Regulation 668/98 and 669/98. The Regulations include Schedules of specifically regulated reptiles. See *FWCA* s. 40(1) and Ontario Regulation 668/98 ("Wildlife in Captivity") s. 3(1).

Licences to keep game wildlife and specially protected wildlife in a zoo issued by NDMNRF are guided by the *FWCA* and its Regulations and are only valid in respect of native species prescribed in the Regulations.<sup>4</sup> In contrast, Reptilia self-describes as follows on its [website](#):

*Reptilia Zoo is a collection of Canada's largest reptile zoos and conservation centers. We focus on animal representation, conservation, education, and magical Guest experiences.*

*Our unique facilities host over 250 species of reptiles, amphibians, and arachnids from all around the world, representing animals that cannot be found in other Canadian Zoos.*

It is clear from this description, and the activities advertised on its website, that Reptilia showcases mainly non-native animals. These species are beyond the jurisdiction of the *FWCA* and are currently not regulated by the province.

We have contacted multiple NDMNRF offices to obtain clarification about whether a licence can apply to multiple locations. NDMNRF staff at the Parry Sound District advised that licences are specific to a location and must list each species on the licence for that location. However, staff at the Aylmer District, the local office for London, advised that multiple locations may be covered under one licence. We are, therefore, unable to confirm whether NDMNRF would permit Reptilia to rely on its existing native wildlife licence to operate its London facility or would be required to submit a new application for another native wildlife licence. In any event, this would not impact the fact that the licence would only apply to prescribed native species.

The plain wording of the section 3.6 exemption suggests that it would only apply to native animals in Ontario, since NDMNRF is only authorized to issue licences in respect of these species. Reptilia cannot rely on its possession of a licence in respect of prescribed wildlife to claim that its animals not covered by the licence are nevertheless also exempt because they are housed at the same facility. The animals contemplated by the exemption must be duly licenced; such licences only exist for native species in Ontario.

In our opinion, because Reptilia's zoo facility will house non-native species which are not licensed under any municipal or provincial authority, it is not exempt under section 3.6 of the Animal By-law.

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<sup>4</sup> Given that Reptilia boasts about its facilities hosting "over 250 species of reptiles, amphibians, and arachnids from all around the world", it is unclear whether it actually hosts native wildlife.

## 2. The Chief Building Official Erred in Issuing a Building Permit

Under the *Building Code Act, 1992*<sup>5</sup> the CBO must not issue a building permit, if doing so would contravene applicable law. Under the Building Code<sup>6</sup> the Zoning By-law is considered applicable law.

In this case, the permission for a private zoo was removed from the Zoning By-law by Council in 2011. According to the staff report received by Council at the time,<sup>7</sup> the definition of a private zoo was adopted by Council in 1995 to allow for a specific zoo use located at 1292 Scotland Drive. Staff noted that there were no other private zoos in London at the time and that no other zoning designations allowed such a use. Based on the recommendation of the Animal Welfare Advisory Committee, Council concluded that a private zoo was not an appropriate use for the City. Staff further advised that any application for a zoo use in London in the future would be evaluated by Council at that time.

In addition, Council already considered and rejected a proposal by Reptilia to establish a reptile zoo in 2018.<sup>8</sup> At the time, the Deputy City Manager of Planning and Economic Development, Mr. George Kotsifas, indicated that City staff had interpreted the Animal By-law such that a licence would be required but since there is no licensing ability for zoos through the City's [Business Licensing By-law L-131-16](#), Reptilia could not operate in the City.<sup>9</sup> Council ultimately rejected amending the Business Licensing By-law to regulate zoos and mobile zoos, in effect, rejecting Reptilia's proposal.

Notwithstanding the 2011 staff report, Council passing a zoning by-law amendment to remove all private zoo permissions from the Zoning By-law, and Council's 2018 rejection of a proposal by Reptilia to establish a zoo in the City, in January 2021 the CBO issued a building permit for the proposed zoo facility at the Westmount Mall in London. In our opinion, the permit was issued in error based on an unreasonable interpretation of the Zoning By-law that classified the proposed Reptilia facility as a place of entertainment. In light of the 2011 staff report, Reptilia should have been required to file an application for a zoning by-law amendment which ultimately would have

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<sup>5</sup> SO 1992, c 23.

<sup>6</sup> O Reg. 332/12.

<sup>7</sup> The staff report is attached hereto as Appendix "B".

<sup>8</sup> Minutes from the December 18, 2018 Council Meeting are publicly available and can be found [here](#).

<sup>9</sup> See comments in response to Councilor Squire's question at 00:53:27 in the [meeting](#).

come before either Council or the Ontario Land Tribunal for full consideration of the planning merits.

Under the circumstances, the CBO should rely on sections 8(10)(a) and (d) of the *Building Code Act* and immediately revoke Reptilia's building permit for the London facility.

**C. CONCLUSION**

Based on the foregoing, it is our opinion that Reptilia cannot rely on its existing NDMNRF licence to keep or propagate game wildlife and specially protected wildlife (or for that matter, any newly issued NDMNRF licence) to bring the London facility within the exemption provided in s. 3.6 of the Animal By-law. Further, the building permit for the London facility issued by the CBO contravenes applicable law because it was issued in error based on an unreasonable interpretation of the Zoning By-law and should be immediately revoked.

Ultimately, the facility envisioned by Reptilia is not permitted under the City's Animal By-law, the provincial regime for issuing licences to keep native wildlife in zoos, and the City's Zoning By-law.

Yours truly,

**WeirFoulds LLP**



**Peter Gross**  
Partner

PG/AC/lb

## APPENDIX “A” – RELEVANT LEGISLATION & REGULATIONS

### [Fish and Wildlife Conservation Act, 1997, S.O. 1997, c. 41](#)

#### PART III LIVE WILDLIFE AND FISH

##### Wildlife in captivity

40 (1) A person shall not keep live game wildlife or live specially protected wildlife in captivity except under the authority of a licence and in accordance with the regulations.

### [Wildlife in Captivity - ONTARIO REGULATION 668/98](#)

#### PART I ZOOS

1. In this Part,

“zoo” means a place where game wildlife or specially protected wildlife is kept in captivity for display to the public and for conservation, educational or scientific purposes. O. Reg. 668/98, s. 1.

3. (1) A person who owns or operates a zoo may, in accordance with a licence issued under the Act,

- (a) keep or propagate game wildlife and specially protected wildlife; and
- (b) buy or sell game wildlife and specially protected wildlife.

### [Wildlife Schedules - ONTARIO REGULATION 669/98](#)

Schedules 4 and 9 of the Wildlife Schedules refer to prescribed game reptiles and specifically protected reptiles respectively:

#### SCHEDULE 4: GAME REPTILES

Common Name	Scientific Name
Snapping Turtle	<i>Chelydra serpentina</i>

#### SCHEDULE 9: SPECIALLY PROTECTED REPTILES

Common Name	Scientific Name
Blanding’s Turtle	<i>Emydoidea blandingii</i>
Blue Racer	<i>Coluber constrictor foxii</i>
Butler’s Gartersnake	<i>Thamnophis butleri</i>
Common Five-lined Skink	<i>Plestiodon fasciatus</i>
Eastern Foxsnake	<i>Pantherophis vulpinus</i>

Eastern Hog-nosed Snake	<i>Heterodon platirhinos</i>
Eastern Milksnake	<i>Lampropeltis triangulum</i>
Eastern Musk Turtle	<i>Sternotherus odoratus</i>
Gray Ratsnake	<i>Pantherophis spiloides</i>
Lake Erie Watersnake	<i>Nerodia sipedon insularum</i>
Massasauga	<i>Sistrurus catenatus</i>
Midland Painted Turtle	<i>Chrysemys picta marginata</i>
Northern Map Turtle	<i>Graptemys geographica</i>
Northern Watersnake	<i>Nerodia sipedon sipedon</i>
Queensnake	<i>Regina septemvittata</i>
Smooth Greensnake	<i>Opheodrys vernalis</i>
Spiny Softshell	<i>Apalone spinifera</i>
Spotted Turtle	<i>Clemmys guttata</i>
Western Painted Turtle	<i>Chrysemys picta bellii</i>
Wood Turtle	<i>Glyptemys insculpta</i>



APPENDIX "B" – 2011 STAFF REPORT

Agenda Item # Page #

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File No: Z-7822  
Planner: Craig Smith

<b>TO:</b>	<b>CHAIR AND MEMBERS BUILT AND NATURAL ENVIRONMENT COMMITTEE</b>
<b>FROM:</b>	<b>JOHN M. FLEMING CITY PLANNER</b>
<b>SUBJECT:</b>	<b>APPLICATION BY: CITY OF LONDON 1292 SCOTLAND DRIVE AND PRIVATE ZOO USE  PUBLIC PARTICIPATION MEETING ON MARCH 28, 2011 AT 4:30 P.M.</b>

**RECOMMENDATION**

That, on the recommendation of the City Planner, based on the application of the City of London, relating to the property located at 1292 Scotland Drive:

- a) the attached proposed by-law **BE INTRODUCED** at the Municipal Council meeting on April 4, 2011 to amend Zoning By-law No. Z.-1 in conformity with the Official Plan to change the zoning of the subject lands **FROM** an Agricultural Special Provision (AG2 (1)) Zone which permits farm uses, uses in association with a farm and allows for a private zoo **TO** an Agricultural (AG2) Zone to permit farms and uses associated with farming;
- b) Amend Section 2, Definitions, of the Zoning By-law, Z.-1, by **DELETING** the following definition:

*"PRIVATE ZOO" means a collection of animals confined within appropriate animal enclosures, privately owned and operated on a commercial basis to provide viewing to the public for a fee.*

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

March 22, 2010- Environment and Transportation Committee- Item #4  
September 8, 2008- Environment and Transportation Committee- Item #11  
January 30, 1995- Z-4956- Planning Committee

**PURPOSE AND EFFECT OF RECOMMENDED ACTION**

To remove the private zoo use from the property at 1292 Scotland Drive and to remove private zoo use as a permitted use in the City of London.

**RATIONALE**

1. The recommended amendment will allow for the removal of a permitted land use from the City of London Zoning By-law Z.-1 and from the property located at 1292 Scotland Drive in conformity with Section 34 (1) of the *Planning Act*.
2. The recommended amendments will allow for the removal of a land use from the Zoning By-law and from the property located at 1292 Scotland Drive in conformity with Section 19 of the City of London Official Plan.

WESTMINSTER DR

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OLD VICTORIA RD








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**LOCATION MAP**

Subject Site: 1292 Scotland Dr  
Applicant: City Of London  
File Number: Z-7822  
Planner: Craig Smith  
Created By: Craig Smith  
Date: 2010-10-22  
Scale: 1:10100

**LEGEND**

-  Subject Site
-  Parks
-  Assessment Parcels
-  Buildings
-  Address Numbers



22	246
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File No: Z-7822  
 Planner: Craig Smith

<b>BACKGROUND</b>
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1292 Scotland Drive was located in the former Township of Westminster which was annexed to the City of London in 1993. A zoo use existed on the site at this time. On January 30, 1995 the City of London Municipal Council amended the Township of Westminster TWP-2000 By-law on the front 4 hectares of the property that abuts Scotland Drive. The lands were amended from a General Agricultural (A1) Zone which permitted farm uses to a General Agricultural Special Provision (A1-16) Zone which permitted a private zoo. Section 4 of the Township of Westminster TWP-2000 By-law was amended to add the definition "Private Zoo" which means a collection of animals confined within appropriate animal enclosures, privately owned and operated on a commercial basis.

In 2005 the City of London adopted By-law Z.-1-051390 which amended all annexed area by-laws and consolidated them into one comprehensive City of London Zoning By-law (Z.-1051390). Zoning amendment Z.-1-051390 designated the lands Agricultural Special Provision (AG2 (1) in the City of London Zoning By-law Z.-1. The amended zone was intended to permit the same range of uses which were previously permitted by the Township of Westminster TWP 2000 By-law. The Agricultural Special Provision (AG2 (1)) Zone allows for farm uses and also allows a private zoo use.

In 2007 and 2008 conditions on the property specifically the keeping of a kangaroo were scrutinized by the Ontario Society for the Prevention of Cruelty to Animals and the public resulting in international media coverage. The Ministry of Natural Resources investigated the property which resulted in the issuance of a fine in 2008 under the *Fish and Wildlife Conservation Act* for failing to renew the required zoo licence. The property is not open to the public at this time for a private zoo use.

<b>Date Application Accepted:</b> September 1, 2010	<b>Agent:</b> City of London
<p><b>REQUESTED ACTION:</b> The purpose and effect of this zoning change is to remove the private zoo use from the list of permitted uses on the property located at 1292 Scotland Drive and to review Zoning By-law Z.-1 regarding private zoo use in the City of London.</p> <p>Change Zoning By-law Z.-1 from a Agricultural Special Provision (AG2 (1)) Zone which permits agricultural uses and private zoo uses to a Agricultural (AG2) Zone which permits agricultural uses.</p>	

<p><b>SITE CHARACTERISTICS:</b></p> <ul style="list-style-type: none"> <li>• <b>Current Land Use</b> – Agricultural</li> <li>• <b>Frontage</b> – 260 metres</li> <li>• <b>Depth</b> – 145 metres</li> <li>• <b>Area</b> – 4 ha</li> <li>• <b>Shape</b> – rectangular</li> </ul>
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22	247
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File No: Z-7822  
 Planner: Craig Smith

<b>SURROUNDING LAND USES:</b>
<ul style="list-style-type: none"> <li>• <b>North</b> – Agricultural</li> <li>• <b>South</b> – Agricultural</li> <li>• <b>East</b> - Agricultural</li> <li>• <b>West</b> - Agricultural</li> </ul>

<b>OFFICIAL PLAN DESIGNATION:</b> (refer to map on page 5)
<ul style="list-style-type: none"> <li>• Agricultural</li> </ul>
<b>EXISTING ZONING:</b> (refer to map on page 6)
<ul style="list-style-type: none"> <li>• Agricultural Special Provision (AG2 (1))</li> </ul>

<b>PLANNING HISTORY</b>
-------------------------

On September 15, 2008 Municipal Council resolved:

*That clause 1 as amended, of the 6th Report of the Animal Welfare Advisory Committee (AWAC) **BE REFERRED** to the City Solicitor's Office and the Planning Department to report back at a future meeting of the Environment and Transportation Committee (ETC) with respect to what actions can be taken within legal parameters and how the City can ensure that this does not occur again; it being noted that the ETC deleted the words "wild and exotic" in part (a) of Clause 1 of the 6th Report of the AWAC and replaced them with the word "native". Clause 1 reads as follows:*

*"That the following actions be taken with respect to the former Lickety Split Ranch and Zoo:*

- a) *the by-law which allows the former Lickety Split Ranch and Zoo to be zoned as a zoo **BE REPEALED** as the Lickety Split Ranch and Zoo has not been operating for two years, the Ministry of Natural Resources has seized a number of native animals from the property and the owners of the property have been charged with having native animals without a licence; and*
- b) *the remaining animals on the property **BE RELOCATED** to more suitable locations.";*

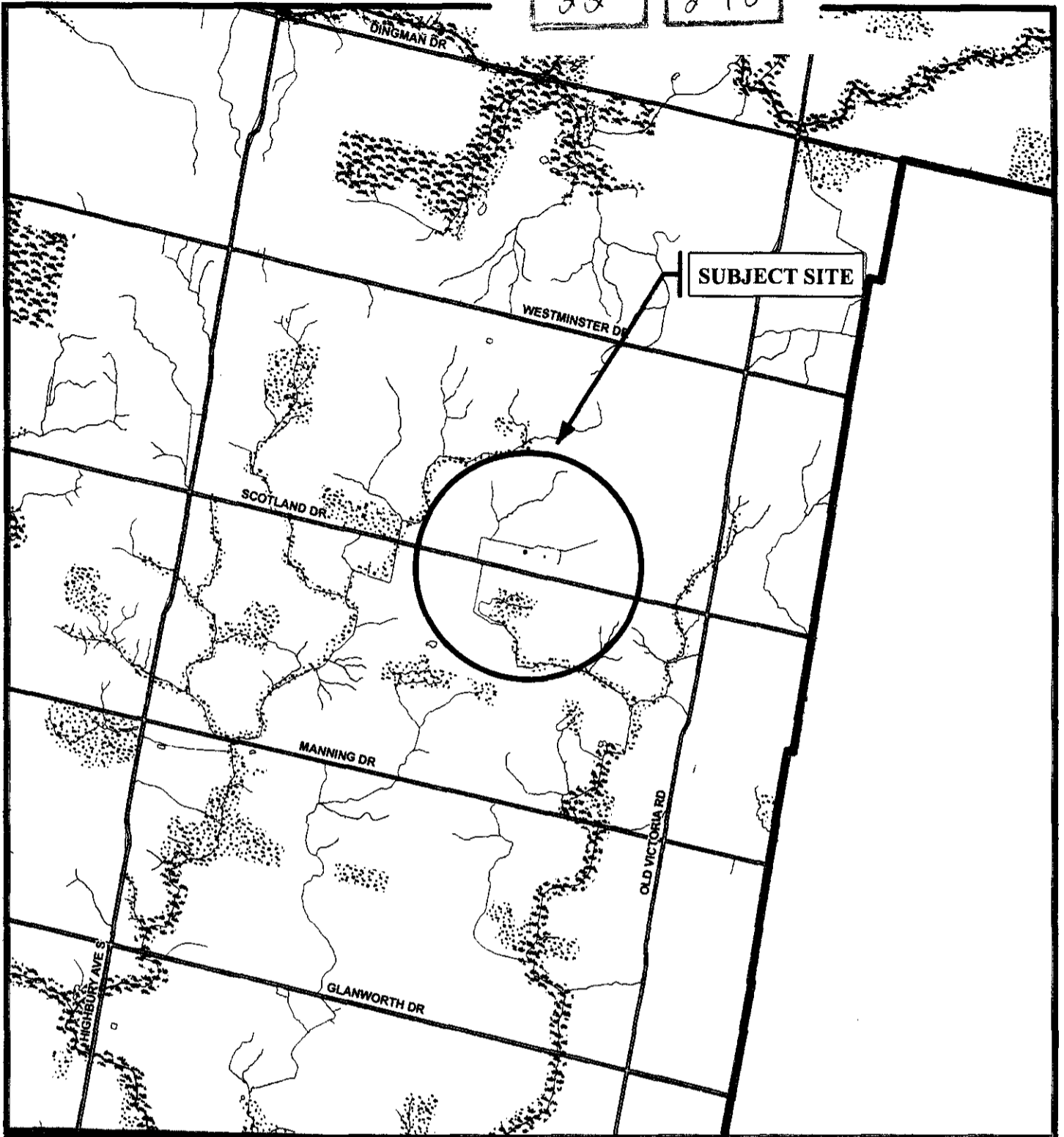
*it being noted that a communication dated August 28, 2008 from K. and K. Lomack and verbal presentations from J. Foster, Executive Director, London Humane Society and M. Blosch, Chair, Animal Welfare Advisory Committee, were received with respect to this matter. (7/14/ETC)*

The Municipal Council, at its session held on March 29, 2010 resolved:

*That, on the recommendation of the General Manager of Planning and Development and the General Manager of Environmental and Engineering Services & City Engineer, the Planning and Development Department **BE INSTRUCTED** to report to the Planning Committee with respect to a potential Zoning By-law amendment to amend the existing zone at 1292 Scotland Drive, to remove the 'private zoo" use and to report on the associated provisions in the Zoning By-law pertaining to private zoo uses.*

<b>SIGNIFICANT DEPARTMENT/AGENCY COMMENTS</b>
---

The City of London's Environmental and Engineering Services Department has no objection to the proposed Zoning By-law Amendment



**Legend**

- |  |                                   |
|--|-----------------------------------|
| Downtown Area                            | Office Business Park              |
| Enclosed Regional Commercial Node        | General Industrial                |
| New Format Regional Commercial Node      | Light Industrial                  |
| Community Commercial Node                | Regional Facility                 |
| Neighbourhood Commercial Node            | Community Facility                |
| Main Street Commercial Corridor          | Open Space                        |
| Auto-Oriented Commercial Corridor        | Urban Reserve - Community Growth  |
| Multi-Family, High Density Residential   | Urban Reserve - Industrial Growth |
| Multi-Family, Medium Density Residential | Rural Settlement                  |
| Low Density Residential                  | Environmental Review              |
| Office Area                              | Agriculture                       |
| Office/Residential                       | Urban Growth Boundary             |
|  | Areas Under Appeal                |

**CITY OF LONDON**  
 Department of  
 Planning and Development  
 OFFICIAL PLAN SCHEDULE A  
 - LANDUSE -

PREPARED BY: Graphics and Information Services



Scale 1:30,000

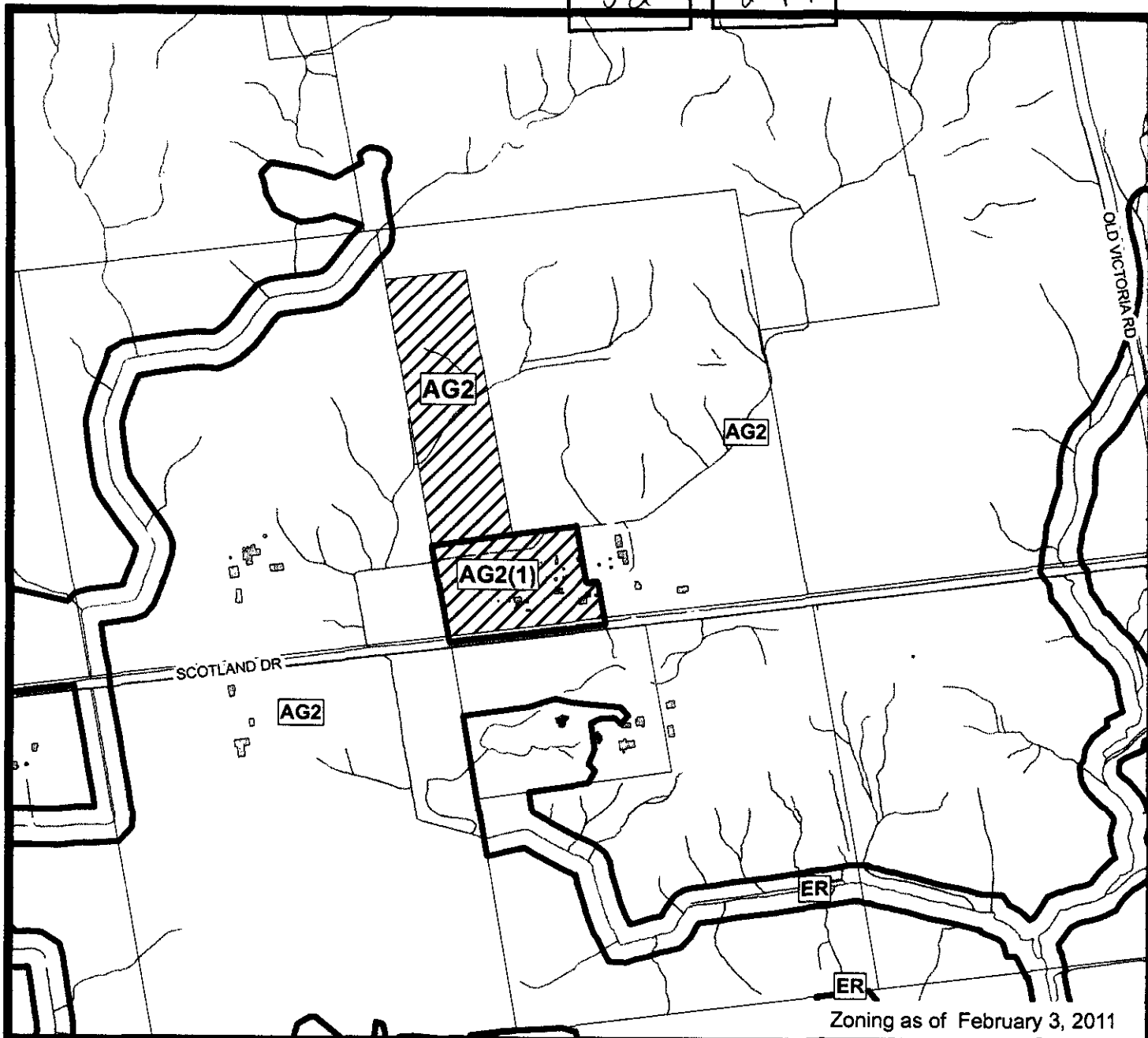


FILE NUMBER: Z-7822

PLANNER: CS

TECHNICIAN: CK

DATE: 2011 Feb 08



Zoning as of February 3, 2011



**COUNCIL APPROVED ZONING FOR THE SUBJECT SITE: AG2 & AG2(1)**

1) **LEGEND FOR ZONING BY-LAW Z-1**

- R1 - SINGLE DETACHED DWELLINGS
- R2 - SINGLE AND TWO UNIT DWELLINGS
- R3 - SINGLE TO FOUR UNIT DWELLINGS
- R4 - STREET TOWNHOUSE
- R5 - CLUSTER TOWNHOUSE
- R6 - CLUSTER HOUSING ALL FORMS
- R7 - SENIOR'S HOUSING
- R8 - MEDIUM DENSITY/LOW RISE APTS.
- R9 - MEDIUM TO HIGH DENSITY APTS.
- R10 - HIGH DENSITY APARTMENTS
- R11 - LODGING HOUSE
  
- DA - DOWNTOWN AREA
- RSA - REGIONAL SHOPPING AREA
- CSA - COMMUNITY SHOPPING AREA
- NSA - NEIGHBOURHOOD SHOPPING AREA
- BDC - BUSINESS DISTRICT COMMERCIAL
- AC - ARTERIAL COMMERCIAL
- HS - HIGHWAY SERVICE COMMERCIAL
- RSC - RESTRICTED SERVICE COMMERCIAL
- CC - CONVENIENCE COMMERCIAL
- SS - AUTOMOBILE SERVICE STATION
- ASA - ASSOCIATED SHOPPING AREA COMMERCIAL

- OR - OFFICE/RESIDENTIAL
- OC - OFFICE CONVERSION
- RO - RESTRICTED OFFICE
- OF - OFFICE
  
- RF - REGIONAL FACILITY
- CF - COMMUNITY FACILITY
- NF - NEIGHBOURHOOD FACILITY
- HER - HERITAGE
- DC - DAY CARE
  
- OS - OPEN SPACE
- CR - COMMERCIAL RECREATION
- ER - ENVIRONMENTAL REVIEW
  
- OB - OFFICE BUSINESS PARK
- LI - LIGHT INDUSTRIAL
- GI - GENERAL INDUSTRIAL
- HI - HEAVY INDUSTRIAL
- EX - RESOURCE EXTRACTIVE
- UR - URBAN RESERVE
  
- AG - AGRICULTURAL
- AGC - AGRICULTURAL COMMERCIAL
- RRC - RURAL SETTLEMENT COMMERCIAL
- TGS - TEMPORARY GARDEN SUITE
- RT - RAIL TRANSPORTATION
  
- "h" - HOLDING SYMBOL
- "D" - DENSITY SYMBOL
- "H" - HEIGHT SYMBOL
- "B" - BONUS SYMBOL
- "T" - TEMPORARY USE SYMBOL

2)  **ANNEXED AREA APPEALED AREAS**

**CITY OF LONDON**

DEPARTMENT OF PLANNING AND DEVELOPMENT

**ZONING BY-LAW NO. Z.-1**

**SCHEDULE A**



FILE NO:

Z-7822

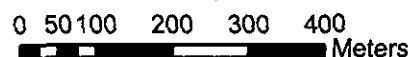
CS

MAP PREPARED:

2011/02/08

CK

1:10,000



22 250

File No: Z-7822  
Planner: Craig Smith

<b>PUBLIC LIAISON:</b>	On October 25, 2010, Notice of Application was sent to 8 landowners in the area. On October 30, 2010, notice of application was published in the Living in the City section of the London Free Press.	There were no replies to the application.
<p><b>Nature of Liaison:</b> The purpose and effect of this zoning change is to remove the private zoo use from the list of permitted uses on the property located at 1292 Scotland Drive and to review Zoning By-law Z.-1 regarding private zoo use in the City of London.</p> <p>Change Zoning By-law Z.-1 from an Agricultural Special Provision (AG2 (1)) Zone which permits agricultural uses and private zoo uses to a Agricultural (AG2) Zone which permits agricultural uses.</p>		
<p><b>Responses:</b> None</p>		

**ANALYSIS**

**Subject Site**

1292 Scotland Drive is located on the north side of Scotland Drive approximately half way between Highbury Avenue and Old Victoria Road. The property is 10 hectares in size and is zoned Agricultural (AG2) which permits farm uses. The front 4 ha of the property that abuts Scotland Drive is zoned Agricultural Special Provision (AG2 (1)) which permits farm uses and allows for the private zoo use.

**Nature of the Application**

The application is to amend the Agricultural Special Provision (AG2 (1)) zone to remove the special provision on 1292 Scotland Drive that allows for the private zoo use. Further the proposed amendment will remove private zoo definition from Zoning By-law Z.-1 as a permitted land use in the City of London.

**Provincial Policy Statement**

Section 2.3.1 states: *Prime agricultural areas shall be protected for long-term use for agriculture.*

*Prime agricultural areas are areas where prime agricultural lands predominate. Specialty crop areas shall be given the highest priority for protection, followed by Classes 1, 2 and 3 soils, in this order of priority.*

**Official Plan**

The lands are designated Agricultural. The agriculturally designated lands are intended to protect the long term use of agriculture. The designation does permit secondary uses that are agriculturally-related commercial and industrial uses.

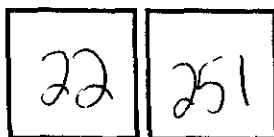
**Zoning Background**

1292 Scotland Drive is currently zoned Agricultural Special Provision (AG2 (1)) which permits a range of agricultural uses including livestock facilities, green houses, farm market and also allows for a private zoo use. A private zoo is defined as: *a collection of animals confined within appropriate animal enclosures, privately owned and operated on a commercial basis to provide viewing to the public for a fee.*

The private zoo use at 1292 Scotland Drive was permitted by the City of London Municipal Council in 1995. Council amended the former Township of Westminster By-law TWP-2000 from a General Agricultural (A1) Zone to a defined area General Agricultural (A1-16) Zone. The General Agricultural (A1-16) zone variation specifically permitted:

**Permitted Uses:**

- a) uses permitted under Section 8.1.1- private zoo accessory use
- b) Minimum Lot Frontage: 30 metres
- c) Minimum Lot Depth: 40 metres



File No: Z-7822  
Planner: Craig Smith

- d) *Maximum Coverage:* *Twenty percent (20%)*
- e) *Minimum Setback:* *20 metres*
- f) *Minimum Side Yards:* *7.5 metres*
- g) *Minimum Rear Yard:* *10 metres*
- h) *Minimum Landscaped Open Space:* *Twenty percent (20%)*

Municipal Council of the City of London amended all annexed area Zoning By-laws in the City of London through the comprehensive zoning amendment Z.-1-051390 in 2005. It was at this time the Agricultural Special Provision (AG2 (1)) Zone was added to this property. The Agricultural Special Provision (AG2 (1)) Zone permits a private zoo use on this property.

According to the Animal Welfare Advisory Committee the zoo has ceased to operate at this location for approximately four years.

**Zoo Uses in the City of London**

Currently there is no other zone or property in the City of London which permits a private zoo use.

The City of London's Storybook Gardens currently keeps and displays animals at 1958 Storybook Lane. Storybook Gardens is zoned Open Space (OS2). The Open Space zone allows for a Park use which is described as: *an area of land, consisting primarily of landscaped open space, used primarily for active or passive recreational purposes or as a conservation area, with or without related recreational buildings, structures or facilities including, but not necessarily restricted to, a recreational playground, a golf course, a driving range, a ski hill, a play area, a bandstand, a skating rink, a horticultural greenhouse, a zoological garden, an historical establishment, a bowling green, a tennis or badminton court, a playfield, a running track, a swimming area, a wading pool, a boating pond or lake, a watercourse, a refreshment booth, a picnic area, or an auditorium or place of assembly.*

The animals on display in Storybrook Gardens are part of a zoological garden and permitted by the zone.

**Regulation of Animals - By-laws and Provincial Legislation**

The City of London's Animal Control By-law, which regulates the kinds of animals that may be kept, does not apply to "premises and land zoned for agricultural uses", nor does it apply to "animals maintained in a public park, zoo, fair, exhibition or circus operated or licensed by a municipal or other governmental authority". Therefore the Animal Control By-law does not apply to the keeping of animals at 1292 Scotland Drive since it is zoned for agricultural uses. The Animal Control By-law could be amended to apply to land zoned for agricultural uses, and we understand that such a report from Civic Administration is forthcoming.

The *Ontario Society for the Prevention of Cruelty to Animals Act* establishes the requirements and standards with respect to the care of animals (including captive wildlife). Inspectors and agents of the OSPCA are authorized to exercise enforcement powers with respect to that Act. Inspectors and agents of the OSPCA (and the London Humane Society) would have the authority to inspect to determine whether prescribed standards of care are complied with, and to determine whether there are any animals in distress.

Under provincial legislation, a person who owns or operates a "zoo" may keep live game wildlife or live specially protected wildlife in captivity, if the person has obtained a license to do so from the Ministry of Natural Resources pursuant to the *Fish and Wildlife Conservation Act, 1997*. "Zoo" is defined in Ontario Regulation 668/98 of that Act to mean "a place where game wildlife or specially protected wildlife is kept in captivity for display to the public and for conservation, educational or scientific purposes".



22 252

File No: Z-7822  
Planner: Craig Smith

**Is it Appropriate to Amend the Zoning at 1292 Scotland Drive?**

Yes. The City of London annexed the former Township of Westminster in 1993. Municipal Council amended the former Township By-law to specifically recognize the existing zoo use on this site in 1995. Municipal Council also recommended that a specific private zoo definition be adopted to specifically address the use at this location. There are not any other sites in the City of London zoned to permit a private zoo use. In 2008 the Ministry of Natural Resources issued a fine to the property owners at 1292 Scotland Drive for not renewing the zoo licence granted by the Ministry under *Fish and Wildlife Conservation Act, 1997*. The private zoo use located at 1292 Scotland Drive was reviewed by the City of London Animal and Welfare Advisory Committee in 2008. AWAC recommended to Council at that time that City Staff be directed to review the Zoning By-law and recommend "what actions can be taken within legal parameters and how the City can ensure that this does not occur again"

The property is designated Agricultural. The amendment will remove a commercial use that is considered secondary to the primary farming use. The proposed amendment will allow for the whole of 1292 Scotland Drive (10ha) to be used for agricultural uses which meet the intent of the City of London Official Plan and the Provincial Policy Statement.

City Staff met with the property owner and Ward Councillor at 1292 Scotland Drive on November 2, 2010. The owner expressed concerns regarding the removal of the existing zoning from the property. Section 34 of the *Planning Act* allows Municipalities to regulate the use of land through Zoning By-laws. Council through the recommendation from the Animal Welfare Advisory Committee has concluded that a private zoo use at this location is not an appropriate use of land. The proposed amendment will remove the use.

**Is it Appropriate to Amend the Zoning By-law to Remove Private Zoo Use?**

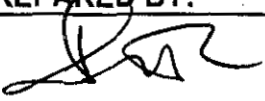


Yes. The definition of a private zoo use was adopted by Municipal Council in 1995 to specifically allow for the use at 1292 Scotland Drive. There are no other private zoo uses in the City of London and no other zoning designations that allow for the use. Council through the recommendation of the Animal Welfare Advisory Committee has concluded that a private zoo use in the City of London is not an appropriate use. Any application in the future to allow for a zoo use in the City of London can be evaluated by Council at that time. The removal of the definition from Zoning By-law Z.-1 does not affect the City's zoological garden use at Storeybrook Gardens and does not impact any other properties in the City.

**CONCLUSION**

The proposed amendment to amend Zoning By-law Z.-1 on 1292 Scotland Drive and to remove the private zoo use definition from the Zoning By-law Z.-1 is appropriate. The proposed amendments implement Council's recommendation that City Staff review the Zoning By-law and make recommendations to ensure that "this does not occur again".

22 253

File No: Z-7822  
Planner: Craig Smith

<b>PREPARED BY:</b> 	<b>SUBMITTED BY:</b> 
<b>CRAIG SMITH – PLANNER COMMUNITY PLANNING AND URBAN DESIGN</b>	<b>JIM YANCHULA, MCIP, RPP MANAGER OF COMMUNITY PLANNING AND URBAN DESIGN</b>
<b>RECOMMENDED BY:</b> 	
<b>JOHN M. FLEMING, MCIP, RPP CITY PLANNER</b>	

CS/  
March 16, 2011  
CS/

Y:\Shared\implemen\DEVELOPMENT APPS\2010 Applications 7741 to\7822Z - 1292 SCOTLAND DR (CS)\PC.docx

22	254
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File No: Z-7822  
Planner: Craig Smith

**Bibliography of Information and Materials  
Z-7822**

**Reference Documents**

Ontario. Ministry of Municipal Affairs and Housing. *Provincial Policy Statement*, March 1, 2005

City of London. *Official Plan*, June 19, 1989, as amended

City of London. *Zoning By-law No. Z.-1*, May 21, 1991, as amended

**Agency Review and Public Responses: (located in City of London File No. Z-7822 unless otherwise stated)**

**City of London**

Burgess L., Environmental and Engineering Services Department. Memo to C. Smith, January 21, 2011

22 255

File No: Z-7822  
Planner: Craig Smith

Bill No. (number to be inserted by Clerk's Office)  
2011

By-law No. Z.-1-\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1292 Scotland Drive.

WHEREAS City of London has applied to rezone an area of land located at 1292 Scotland Drive, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1292 Scotland Drive, as shown on the attached map comprising part of Key Map No.180, from a Agricultural Special Provision (AG2 (1)) Zone to a Agricultural (AG2) Zone.
2. Section 2, Definitions, of the Zoning By-law, Z.-1, is hereby amended by deleting the following definition.

*"PRIVATE ZOO" means a collection of animals confined within appropriate animal enclosures, privately owned and operated on a commercial basis to provide viewing to the public for a fee.*

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with section 34 of the *Planning Act, R.S.O. 1990, c. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on April 4, 2011.

Joe Fontana  
Mayor

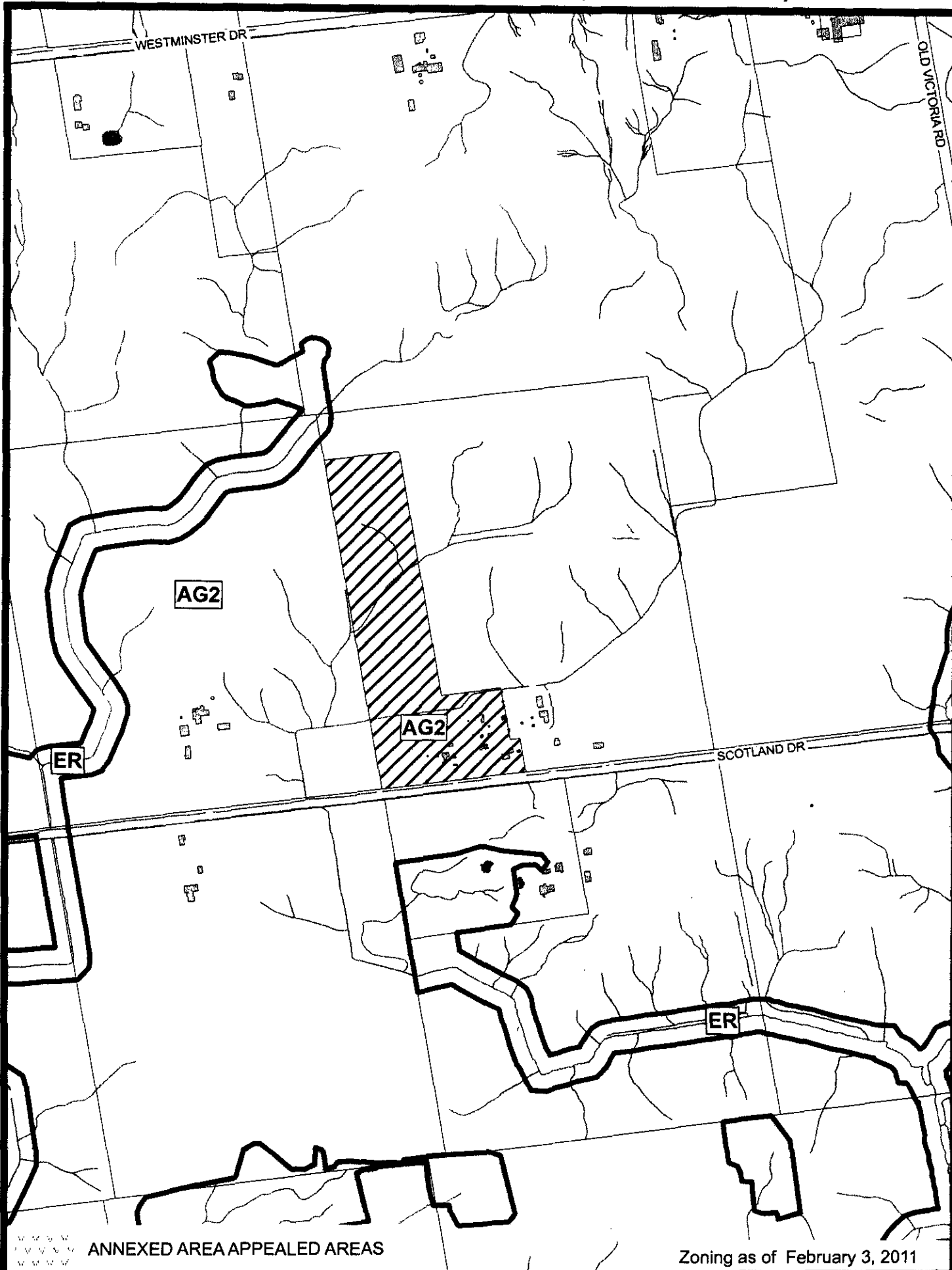
Catharine Saunders  
City Clerk

First Reading - April 4, 2011  
Second Reading - April 4, 2011  
Third Reading - April 4, 2011

22

256

### AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



ANNEXED AREA APPEALED AREAS

Zoning as of February 3, 2011

File Number: Z-7822

Planner: CS


Date Prepared: 2011/02/08

Technician: CK

By-Law No: Z.-1-

SUBJECT SITE 

1:9,000

0 50 100 200 300 400 Meters 



**From:** Vicki Van Linden

**Sent:** Friday, March 25, 2022 11:51 AM

**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>

**Subject:** [EXTERNAL] Request delegation status at CPSC meeting/ Tuesday, March 29th, 2022, re: AWAC recommendation

To Whom it May Concern:

Please grant me delegation status at the Community and Protective Services Committee to take place on Tuesday, March 29th, 2022.

I wish to speak regarding the recommendation provided in the agenda of the Animal Welfare Advisory Committee regarding zoos, particularly Reptilia.

Best regards,

Vicki Van Linden  
431 Ridgewood Crescent  
London, ON, N6J 3H2

**From:** Michael M. Lerner

**Sent:** Thursday, March 24, 2022 4:29 PM

**To:** CPSC <cpsc@london.ca>

**Cc:** Brian Child

**Subject:** [EXTERNAL] CPSC Agenda: March 29, 2022 re: Animal Welfare Advisory Committee Report

I have been consulted but not yet formally retained to represent Brian Child, President of Reptilia. My client received no notice of the March meeting of the Animal Welfare Advisory Committee nor was he given notice that the issue pending of interest to him would be considered at the March 29<sup>th</sup> meeting of the Community and Protective Services Committee (CPSC).

In order to acquaint myself with the pending matter and in order to properly represent my client, I ask that the agenda item for the upcoming meeting be deferred to the May meeting of the Committee.

I ask that my client be granted delegation status at the upcoming meeting.

Please acknowledge receipt of this email.

**From:** Joris Van-Daele  
**Sent:** Sunday, March 27, 2022 7:56 PM  
**To:** CPSC <cpsc@london.ca>  
**Subject:** [EXTERNAL] Letter for meeting regarding Reptilia

Mr./Ms clerk for CPSC

Please add this letter to the submissions regarding the discussion at CPSC regarding Reptilia. Also, please add me the list of presenters for the Tuesday 29th March meeting.

Thank you very much,  
Joris Van Daele  
745 Rowntree Avenue  
London N6C 2L9,

Letter to CPSC:

Why would London allow a zoo, reptile or not, in our city? Hasn't this already been rejected by city council? I am a former chair of the London Humane Society, and a former director of the Ontario Society for the Prevention of Cruelty to Animals, who acted on the committee updating provincial standards defining animals in distress\*, and I strongly condemn zoos. Why?

First, habitat: zoos can be sources of significant animal distress because the seemingly natural surroundings which zoos often present don't replace the normal habitats of the animals they imprison. Imagine life in a plexiglass case.



Next, human/animal interactions: zoos allow activities that cause animal distress and can be unsafe for visitors (such as patting, feeding). This is true even for members of the [World Association of Zoos and Aquariums](#), the global umbrella organization for zoos and for zoos accredited by national zoo associations. CITATION Of the 1,200 zoos surveyed, 75% of them offer at least one activity where visitors can have direct contact with live, captive wild animals. This contravenes their own guidelines. New research from the global charity [World Animal Protection](#) and the Change for Animals Foundation shows that “wild animals are abused and forced to do unnatural activities like being touched and coerced into performance at what are supposed to be some of the world's 'top' zoos, including in Canada.”

As well, reptile zoos pose other dangers to the public. Aside from toxic bites and other physical injuries, The American Center for Disease Control states that “it’s important to be aware that they (reptiles) sometimes carry germs that can make people sick. Young children, people with weakening immune systems and adults 65 and older are at higher risk of getting sick from germs carried by reptiles and amphibians.” PetMD.com elaborates, stating that “potential illnesses reptiles may inadvertently transmit to humans include botulism, Campylobacteriosis, Leptospirosis; worms and ticks can sometimes be passed from reptile to human, too.”

My experience with the London and Ontario Humane Societies/OSPCA confirms that zoos are profit making enterprises first. They ignore animal suffering. With threats of injury, issues around cruelty, track records of poor adherence to their own standards, and potential health risks, why would

London make an exception to their bylaws and allow a zoo of any kind into our city?

\*Part of Ontario Society for the Prevention of Cruelty to Animals Act, R.S.O. 1990, c. O.36., repealed 1 Jan 2020.

Yours sincerely  
Joris Van Daele

From: Florine Morrison  
Sent: Sunday, March 27, 2022 11:27 PM  
To: CPSC <cpsc@london.ca>  
Subject: [EXTERNAL] Exotic Animal Bylaw. March 29

To : Chair and Members of CPSC

As a property owner in London  
I would appreciate the opportunity to make a delegation on Agenda Item 4.3 - 2nd  
Report of the Animal Welfare Advisory Committee.

Thank you.  
Florine Morrison  
21492 84 Ave  
Langley BC

Members of Community and  
Protective Services Committee  
City London  
By email



28 March 2022

Dear Members of Community and Protective Services Committee

**Reference: Support for recommendations March 2022 AWAC report**

On behalf of World Animal Protection and our more than 160,000 supporters in Ontario, I would like to register our concern about the potential opening of a Reptile zoo in the City of London and our support for the Animal Welfare Advisory Committee (AWAC) recommendations:

- Council to affirm that the exemption in the Animal Control By-law for animals licensed by the province is limited to the animals held under their provincial license, and that all other animals will be subject to the municipal animal control by-law.
- Council direct staff to send a clarification to the owner of Reptilia Zoo regarding the exemption limitation and a copy of the by-law highlighting that many animals within the Reptilia Zoo collection may be prohibited or restricted in the City of London pursuant to the by-law.

World Animal Protection is a leader on issues related to the global wildlife trade global and a voice for animal welfare, for more than 70 years we have been collaborating with local communities, the private sector, civil society and governments to find practical, science-based solutions to animal welfare issues.

The use of potentially dangerous animals like large constrictor snakes, venomous reptiles and crocodylians, especially during contact-programs, pose a serious public health and safety risk since these animals are capable of severely injuring or killing a person. Therefore, to address this concern, many municipalities, including the City of London have banned the keeping

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

90 Eglinton Avenue East, Suite 960, Toronto, ON M4P 2Y3 T: 1 800 363 9772  
F: 1 416 369 0147 E: [info@worldanimalprotection.ca](mailto:info@worldanimalprotection.ca)

World Animal Protection is the operating name of World Society for the Protection of Animals Canada.  
Charitable Registration # 12971 9076 RR0001

We were known as **WSPA**  
(World Society for the  
Protection of Animals)



of these animals. Such bans are critical to keep the public and the animals safe and should be enforced consistently.

We are also very concerned about animal welfare. There is ample of well-supported evidence that the use of reptiles in entertainment settings can have a detrimental impact on their physical and psychological health and welfare. The cognitive, emotional and social capabilities of reptiles, in combination with a broad suite of other complex behaviours and the need for specific environmental conditions makes them utterly unsuitable for use in contact-programs, whether it is on-site at a zoo or at an off-site location. We also have welfare concerns associated with the keeping of reptiles in static, basic zoo conditions.

In summary, World Animal Protection strongly supports the recommendations of the Animal Welfare Advisory Committee. The responsibility for addressing almost all of the issues associated with exotic animals within city limits lies with the City of London. Following through on the AWAC recommendations will provide more control to the City of London, safeguard animal welfare and human safety, and make it easier to address any problems that arise.

If you have any questions about this submission, please reach out to 416-369-0044 x 115 or [michelehamers@worldanimalprotection.ca](mailto:michelehamers@worldanimalprotection.ca).

Yours sincerely

A handwritten signature in black ink that reads "Michèle Hamers".

Michèle Hamers  
MSc, MRSB, EurProBiol  
Wildlife Campaign Manager  
World Animal Protection

**DEFERRED MATTERS**

**COMMUNITY AND PROTECTIVE SERVICES COMMITTEE**

**as of March 21, 2022**

<b>File No.</b>	<b>Subject</b>	<b>Request Date</b>	<b>Requested/Expected Reply Date</b>	<b>Person Responsible</b>	<b>Status</b>
1.	<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	Planning and Economic Development - Municipal Compliance	
2.	<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	June 2022	C. Smith J.P. McGonigle	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and,</p> <p>iii) increased fines and penalties for special events that contravene the Manual.</p>				
3.	<p><b><u>Short-Term Accommodations - Proposed Regulations</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 the staff report dated February 19, 2020 related to short-term accommodations:</p> <p>a) the Civic Administration BE DIRECTED to amend all necessary by-laws to address short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>b) the Civic Administration BE DIRECTED to continue consulting with short-term accommodation platforms on the further collection of Municipal Accommodation Tax;</p>	February 19, 2020	Q4 2021/ Q1 2022	G. Kotsifas O. Katolyk	
4.	<p><b><u>London Community Recovery Network - Ideas for Action by Municipal Council</u></b></p> <p>That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the Acting Managing Director, Housing, Social Services and Dearness Home, and the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated February 9, 2021 related to the London Community Recovery Network and ideas for action by Municipal Council:</p> <p>ii) the implementation plan for item #2.3 Downtown Recovery – free transit to the downtown, as it relates to transit initiatives to the downtown, BE REFERRED back to the Civic Administration to continue working with the London Transit Commission on this matter, with a report back to a future meeting of the Community and Protective Services Committee (CPSC) when additional details are available; and,</p>	February 9, 2021	TBD	C. Smith K. Dickins S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	iii) implementation plan for item #2.3 Downtown Recovery – free transit to the downtown, as it relates to parking initiatives in the downtown BE REFERRED back to the Civic Administration with a report back to a future meeting of the CPSC when additional details are available;				
5.	<b><u>Affordable Housing Units in London</u></b> That the following actions be taken with respect to the creation of affordable housing units in London: b) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with an implementation plan, inclusive of financial impacts, that sets out the best supports for the development of affordable housing units;	March 30, 2021	TBD	K. Dickins	
6.	<b><u>Animal By-law PH-3</u></b> That the communication, dated April 1, 2021, from Councillor M. Cassidy, with respect to By-law PH-3, being "A by-law to provide for the regulation, restriction and prohibition of the keeping of animals in the City of London", BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee related to revisions or updates that could be made to the by-law; it being noted that a communication from K. and K. Beattie, as appended to the Added Agenda, with respect to this matter, was received.	April 20, 2021	Q4, 2021	G. Kotsifas O. Katolyk	
7.	<b><u>School Planning</u></b> That the Civic Administration BE DIRECTED to provide an information report at a future meeting of the Community and Protective Services Committee with respect to the roles and responsibilities of the local school boards and how the City of London interacts with the boards related to the items listed in the communication, as appended to the Agenda, from Councillors S. Lewis and P. Squire; it being noted that the above-noted communication, with respect to this matter, was received.	June 22, 2021	TBD	C. Smith	



File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
8.	<p><b><u>Recognizing the Impact of Hosting the COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre</u></b></p> <p>That the following actions be taken with respect to the communication, dated July 6, 2021, from Councillors S. Lehman and J. Helmer and Mayor E. Holder, related to Recognizing the Impact of Hosting COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre:</p> <p>a) the Civic Administration BE DIRECTED to consult residents, especially those close to the COVID-19 assessment centres, about priorities for new recreational amenities or upgrades to existing recreational amenities in the general area; and,</p> <p>b) the Civic Administration BE DIRECTED to explore potential provincial and federal funding opportunities for recreational infrastructure and to report back with recommended new or upgraded recreational amenities in the general area of both testing centres, along with a recommended source of financing;</p>	July 27, 2021	TBD	C. Smith	
9.	<p><b><u>Property Standards Matters (March 2021 Council Resolution)</u></b></p> <p>That the following actions be taken with respect to the staff report dated September 21, 2021, related to Property Standards Matters (March 2021 Council Resolution):</p> <p>a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee on how a RentSafeLondon by-law enforcement program, modelled after the RentSafeTO program, could be implemented, including proposed fees for registration and building audits;</p>	September 21, 2021	TBD	G. Kotsifas	