

Community and Protective Services Committee

Report

9th Meeting of the Community and Protective Services Committee
July 26, 2022

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

ALSO PRESENT: J. Bunn and A. Job Remote Attendance: Councillors S. Lewis and M. van Holst; L. Livingstone, A.L. Barbon, C. Cooper, P. Cooper, K. Dickins, T. Fowler, P. Kokkoros, L. Marshall, A. Salton, K. Scherr, M. Schulthess, A. Small and C. Smith The meeting was called to order at 4:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors J. Helmer, S. Hillier and M. Salih.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Hillier disclosed a pecuniary interest in clause 5.1 of this Report, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family hosts a five day event.

2. Consent

Moved by: E. Holder
Seconded by: S. Hillier

That Items 2.1 to 2.5 BE APPROVED.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 1st Report of the Accessibility Community Advisory Committee

Moved by: E. Holder
Seconded by: S. Hillier

That the 1st Report of the Accessibility Community Advisory Committee, from its meeting held on June 23, 2022, BE RECEIVED.

Motion Passed

2.2 1st Report of the Animal Welfare Advisory Committee

Moved by: E. Holder
Seconded by: S. Hillier

That the 1st Report of the Animal Welfare Community Advisory Committee, from its meeting held on July 7, 2022, BE RECEIVED.

Motion Passed

2.3 Designation of Community Emergency Management Coordinator

Moved by: E. Holder
Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the proposed by-law, as appended to the staff report dated July 26, 2022, BE INTRODUCED at the Municipal Council meeting to be held on August 2, 2022, to designate the Director, Emergency Management and Security Services as the Emergency Management Program Coordinator for The Corporation of the City of London, pursuant to subsection 10(1) of the Emergency Management and Civil Protection Act. (2022-P03)

Motion Passed

2.4 Renaming of Bostwick Community Centre, YMCA and Library

Moved by: E. Holder
Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report, dated July 26, 2022, with respect to the Renaming of the Bostwick Community Centre, YMCA and Library, BE RECEIVED. (2022-R05B)

Motion Passed

2.5 Canada-Wide Early Learning and Child Care System Implementation

Moved by: E. Holder
Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated July 26, 2022, related to the Canada-Wide Early Learning and Child Care System Implementation:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting, to be held on August 2, 2022, to:

- i) approve the Canada-Wide Early Learning and Child Care Funding Agreement Template, substantially in the form as appended to the above-noted by-law;
- ii) delegate the Deputy City Manager, Social and Health Development, or written designate, the authority to execute Funding Agreements based on the above-noted Template;
- iii) delegate the Deputy City Manager, Social and Health Development, or written designate, the authority to edit and amend the Attachments and add new Attachments to the Funding Agreement from time to time in accordance with Provincial Guidelines; and,
- iv) the authority of the Deputy City Manager, Social and Health Development, or written designate, to act under the above-noted by-law, is subject to the following:

- A) such actions are consistent with the requirements contained in the above-noted Funding Agreement;
- B) such actions are in accordance with all applicable legislation;
- C) such actions do not require additional funding or are provided for in the City's current budget; and,
- D) such actions do not increase in the indebtedness or liabilities of The Corporation of the City of London; and,

b) the above-noted staff report BE RECEIVED. (2022-S07)

Motion Passed

2.6 Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program (SS-2022-061)

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated July 26, 2022, related to the Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program (SS-2022-061):

- a) the single source procurement BE APPROVED to administer the Housing Identification Program, at the estimated cost of \$800,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms to a maximum cost of 1,000,000, as per The Corporation of the City of London Procurement Policy Section 14.4 d) and e), to St. Leonard's Community Services.
- b) a single source procurement BE APPROVED to administer Housing Allowances, at the estimated cost of \$1,084,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend to four (4) additional one (1) year terms as per the Corporation of the City of London Procurement Policy Section 14.4 d) and e), to St. Leonard's Community Services.
- c) a single source procurement BE APPROVED to administer portable benefits, at the estimated cost of \$720,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend to four (4) additional one (1) year terms subject to budget approval; it being noted that the program, subject to budget business case approval, will increase each year by \$720,000 to a maximum yearly budget of \$3,600,000 in 2027;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreements with St. Leonard's Community Services. (2022-S11)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.7 Homeless Prevention Head Lease Pilot Program Update

Moved by: M. Hamou
Seconded by: J. Helmer

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated July 26, 2022, with respect to a Homeless Prevention Head Lease Pilot Program Update, BE RECEIVED. (2022-S14)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Fireworks in the City of London

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

That the verbal delegations and the communications, as appended to the Agenda, from B. Amendola and D. Ronson, with respect to Fireworks in the City of London, BE RECEIVED. (2022-P09)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

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

Motion to approve the delegation requests from B. Amendola and D. Ronson, with respect to Fireworks in the City of London, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 REQUEST FOR DELEGATION STATUS - D. Ronson - Signage Containing Graphic Images of Alleged Aborted Fetuses

Moved by: M. Hamou
Seconded by: J. Helmer

The Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with respect to potential changes that could be made to the Sign By-law related to the prohibition of the display of graphic images in public; it being noted that the verbal delegation and communication, as appended to the Agenda, from D. Ronson, with respect to this matter, were received. (2022-P09)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: M. Hamou
Seconded by: J. Helmer

Motion to approve the delegation request from D. Ronson, with respect to Signage Containing Graphic Images of Alleged Aborted Fetuses, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 Water for Dogs at the Pottersburg Dog Park

Moved by: J. Helmer
Seconded by: M. Hamou

That the following actions be taken with respect to the installation of a water supply for dogs at the Pottersburg Dog Park:

- a) the Civic Administration BE DIRECTED to report back, in advance of the 2024-2027 multi year budget process, with respect to extending water services to parks, including dog parks in the City of London; and,
- b) the communications from Councillor M. van Holst, M. and L. Cammaert, R. Haslip and T. Lynn Gray, as appended to the Agenda and the Added Agenda, as well as the verbal delegation from R. Haslip, with respect to this matter, BE RECEIVED. (2022-R04)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: E. Holder
Seconded by: S. Hillier

Motion to approve the delegation request from R. Haslip, with respect to Water for Dogs at the Pottersburg Dog Park, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.4 Councillor M. van Holst - Homelessness vs. Camping and Transitional Housing

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

That the communications from Councillor M. van Holst and G. Turner, as appended to the Agenda and the Added Agenda, with respect to Homelessness vs. Camping and Transitional Housing, BE RECEIVED. (2022-S14)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: M. Hamou
Seconded by: J. Helmer

Motion to approve the delegation request from G. Turner, with respect to Homelessness vs Camping and Transitional Housing, to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.5 Councillor M. van Holst - Neighbourhood Decision Making Business Case

Moved by: J. Helmer
Seconded by: S. Hillier

That the communication, dated July 17, 2022, from Councillor M. van Holst, with respect to a Neighbourhood Decision Making Expansion Business Case, BE RECEIVED. (2022-F12)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.6 Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands

Moved by: E. Holder
Seconded by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated July 26, 2022, related to a Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands:

- a) the increased conditional grant of \$13,876,000 (\$34,690/unit) BE APPROVED to provide up to 400 affordable housing units in the proposed development, subject to the City completing a full review of acceptable proforma financial statements, confirmation of the other sources of project financing, closing of the Purchase and Sale Agreement between Vision SoHo Alliance and the City of London for the subject lands and development of suitable Contribution Agreements between the parties; it being noted that a conditional grant of \$11,200,000 (\$28,000/unit) was previously approved by Council;
- b) the Civic Administration BE DIRECTED to develop Contribution Agreements with Vision SoHo Alliance members to be brought forward at a future date for Council approval; and,
- c) the financing for the conditional grant, set out in the Source of Financing, as appended to the above-noted staff report, BE APPROVED. (2022-S11/DO2)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

That the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, BE RECEIVED.

Motion Passed

Voting Record:

Moved by: S. Hillier
Seconded by: M. Hamou

Motion to receive the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022, with the exception of Item Number 1.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Motion to receive Item Number 1 on the Deferred Matters List for the Community and Protective Services Committee, as at July 18, 2022.

Yeas: (5): M. Cassidy, M. Salih, J. Helmer, M. Hamou, and E. Holder

Recuse: (1): S. Hillier

Motion Passed (5 to 0)

6. Confidential

Moved by: S. Hillier
Seconded by: M. Hamou

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

6.1. Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2022 Queen Elizabeth Scholarships.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

The Community and Protective Services Committee convened In Closed Session from 6:37 PM to 6:43 PM.

7. Adjournment

The meeting adjourned at 6:45 PM.

Accessibility Community Advisory Committee
Report

1st Meeting of the Accessibility Community Advisory Committee
June 23, 2022
Advisory Committee Virtual Meeting
Please check the City website for current details

Attendance PRESENT: J. Menard (Chair), M. Bruner-Moore, A. Castillo, U. Iqbal, N. Judges, S. Mahipaul, P. Moore, M. Papadacos, J. Peaire, B. Quesnel, P. Quesnel, D. Ruston and C. Waschkowski and J. Bunn (Committee Clerk)

ALSO PRESENT: D. Baxter, I. de Ceuster, R. Morris, M. Schulthess, M. Stone and B. Westlake-Power

ABSENT: A. McGaw and K. Pereyaslavska

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

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Chair and Vice Chair

That J. Menard and P. Moore BE ELECTED Chair and Vice Chair, respectively, for the term ending November 30, 2022.

2. Scheduled Items

2.1 Orientation

That it BE NOTED that the presentation, as appended to the Added Agenda, from M. Stone, Accessibility and Inclusion Advisor, with respect to an orientation regarding the Accessibility Community Advisory Committee, was received.

2.2 Parking Standards Review

That it BE NOTED that the presentation, dated June 23, 2022, from I. de Ceuster, Planner I, with respect to the Parking Standards Review, was received.

3. Consent

3.1 Notice of Planning Application - Official Plan and Zoning By-law Amendments - Parking Standards Review

That it BE NOTED that the Notice of Planning Application, dated June 9, 2022, from I. de Ceuster, Planner I, with respect to Official Plan and Zoning By-law Amendments related to the Parking Standards Review, was received.

3.2 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 1470-1474 Highbury Avenue North

That it BE NOTED that the Notice of Planning Application, dated June 8, 2022, from C. Parker, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to the properties located at 1470-1474 Highbury Avenue North, was received.

3.3 Public Meeting Notice - Zoning By-law Amendment - 537 Crestwood Drive

That it BE NOTED that the Public Meeting Notice, dated May 12, 2022, from A. Riley, Senior Planner, with respect to a Zoning By-law Amendment related to the property located at 537 Crestwood Drive, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Update on Storybook Sensory Backpacks

That it BE NOTED that a verbal update on sensory backpacks at Storybook Gardens, from M. Stone, Accessibility and Inclusion Advisor, was received.

5.2 Future Meeting Dates of the Accessibility Community Advisory Committee - Discussion

That it BE NOTED that the Accessibility Community Advisory Committee (ACAC) held a general discussion with respect to future meeting dates of the ACAC; it being noted that the next meeting of the ACAC will be held on July 28, 2022 at 3:00 PM.

6. Adjournment

The meeting adjourned at 5:09 PM.

Animal Welfare Community Advisory Committee

Report

The 1st Meeting of the Animal Welfare Community Advisory Committee
July 7, 2022
Advisory Committee Virtual Meeting
Please check the City website for current details

Attendance PRESENT: M. Blosh (Acting Chair), K. Coulter, H. Duhamel, A. Hames, G. Leckie, E. Prendergast, and M. Toplack; A. Pascual (Committee Clerk)

ABSENT: W. Brown

ALSO PRESENT: W. Jeffery, M. McBride, and B. Westlake-Power

The meeting was called to order at 3:02 PM; it being noted that the following members were in remote attendance: M. Blosh, K. Coulter, H. Duhamel, A. Hames, G. Leckie, E. Prendergast, and M. Toplack.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

1.2 Election of Chair and Vice-Chair

That W. Brown and M. Blosh BE ELECTED Chair and Vice Chair, respectively, for the term ending November 30, 2022.

2. Scheduled Items

2.1 Planning and Economic Development - Service Area Presentation

That it BE NOTED that M. McBride, Animal Welfare Coordinator and W. Jeffery, Manager, Municipal Compliance and Animal Welfare Services, provided a verbal presentation with respect to the City of London's animal care and control services.

3. Consent

None.

4. Sub-Committees and Working Groups

That it BE NOTED that M. Blosh provided a general overview of the work to be undertaken by the Sub-Committee to assist the Animal Welfare Community Advisory Committee.

5. Items for Discussion

5.1 Future Meeting Dates and Times

That it BE NOTED that A. Pascual, Committee Clerk will circulate a poll to assist with scheduling the future meeting dates and times of the Animal Welfare Community Advisory Committee.

6. Adjournment

The meeting adjourned at 3:54 PM.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Jacqueline Davison, Deputy City Manager,
Enterprise Supports
Subject: Designation of Community Emergency Management
Coordinator
Date: July 26, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Jaqueline Davison, the following action **BE TAKEN**:

The attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on August 2, 2022, to designate the Director, Emergency Management and Security Services as the Emergency Management Program Coordinator for The Corporation of the City of London.

Executive Summary

Under the *Emergency Management and Civil Protection Act* (EMCPA) every municipality in the province of Ontario is required to designate a Community Emergency Management Coordinator (CEMC). The CEMC is responsible for the co-ordination of the municipal emergency management program in compliance with the EMCPA.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

1.2 Legislative Context

As per Ontario Regulation 380/04, s.10(1), Every municipality shall designate an employee of the municipality or a member of the council as its emergency management program coordinator, also known as the Community Emergency Management Coordinator.

2.0 Discussion and Considerations

2.1 Purpose

The Community Emergency Management Coordinator serves as Emergency Management Ontario’s (EMO) primary contact in a municipality. The role is currently vacant due to the retirement of David O’Brien.

The CEMC shall coordinate the development and implementation of the municipality’s emergency management program within the municipality and shall coordinate the municipality’s emergency management program in so far as possible with the emergency management programs of other municipalities, of ministries of the Ontario government and of organizations outside government that are involved in emergency management. O. Reg380/04, s. 10(3)

In addition to coordinating a municipality’s emergency management program, CEMCs will be expected to build professional relationships with local agencies and organizations, whether they are public sector, private sector, or non-governmental organizations.

The emergency management program coordinator shall report to the municipality's emergency management program committee on his or her work under subsection O. Reg. 380/04, s. 10(4).

During an emergency, the CEMC serves as an effective source and/or conduit for the dissemination of emergency information, and is therefore Emergency Management Ontario's primary contact.

During activations of the City of London's Emergency Operations Centre, (EOC), The CEMC provides assistance to the EOC Director and provides advice and support to the site(s) Incident Commander(s) and initial responders including liaison with appropriate agencies, service areas and departments.

In emergency situations, when the CEMC is the senior program member, the CEMC will assume the role of EOC Director.

2.2 Role of the Director, Emergency Management and Security Services

The Director, Emergency Management and Security Services provides leadership and coordination of the development and implementation of the City's emergency management program. This includes coordinating the development and implementation of the City's emergency management program, Chair of the Emergency Management Program Committee, and report to the committee on his work. The Director also acts as the Exercise Director for the annual Emergency Operations Centre exercise.

Furthermore, the Director is the primary contact with Emergency Management Ontario in regard to day-to-day information requests as well as during emergency situations, and builds professional relationships with local agencies, organizations including first response agencies and non government organizations. In emergency situations, the Director provides assistance to the EOC Director and provides advice to the site(s) Incident Commander(s).

The Director also develops plans and procedures to ensure that the community and Corporation are prepared for large scale disasters.

Thus, the Director of Emergency Management and Security Services performs the role of the CEMC under the Act.

2.2 Designation Process

As noted above, the Deputy City Manager recommends that the Municipal Council proceed with the designation of the Director, Emergency Management and Security Services to fill the Community Emergency Management Coordinator vacancy. The role of Director, Emergency Management and Security Services is currently filled by Paul Ladouceur.

Conclusion

The Deputy City Manager, Enterprise Supports recommends that the Municipal Council designate the Director, Emergency Management and Security Services, as the Community Emergency Management Coordinator for the City of London.

Prepared by:	Andre-Luc Beauregard, Manager, Emergency Management
Submitted by:	Paul Ladouceur, Director, Emergency Management and Security Services

Recommended by: **Jacqueline Davison, Deputy City Manager,
Enterprise Supports**

APPENDIX A

Bill No.
2022

By-law No. A.-

A by-law to designate an Emergency Management Program Coordinator pursuant to section 10 of Ontario Regulation 380/04 of the *Emergency Management and Civil Protection Act*.

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 subsection 10(1) of O. Reg. 380/04 under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 (the “Act”) requires every municipality to designate an employee of the municipality or a member of the council as its Emergency Management Program Coordinator;

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

1. Pursuant to subsection 10(1) of the Act, the Council of the Corporation of the City of London hereby designates the Director, Emergency Management and Security Services as the Emergency Management Program Coordinator for The Corporation of the City of London.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on [insert date]

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – insert date
Second Reading – insert date
Third Reading – insert date

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: Renaming of Bostwick Community Centre, YMCA, and Library

Date: July 26, 2022

Recommendation

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the Renaming of Bostwick Community Centre, YMCA, and Library report **BE RECEIVED** for information.

Executive Summary

The YMCA of Southwestern Ontario has the naming rights for the Bostwick Community Centre, YMCA, and Library facility as part of the Joint Venture Agreement approved by City Council in 2016, and subsequently requested to change the name to Startech.com Community Centre, YMCA, and Library in the fall of 2021. This was approved by the City and the name officially changed on June 15, 2022.

Linkage to the Corporate Strategic Plan

The Renaming of the Bostwick Community Centre, YMCA, and Library report is aligned with the following strategic areas of focus in the City of London Strategic Plan (2019 – 2023):

- Strengthening our Community, contributing to the outcome that Londoners are engaged and have a sense of belonging in their neighbourhoods and community; and,
- Leading in Public Service, contributing to the outcome that Londoners experience exceptional and valued customer service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Southwest Community Centre, YMCA and Library Joint Venture Project](#) (June 21, 2016)
- [Memorandum of Understanding – Proposed Joint Venture to construct and operate a facility between City of London, the YMCA of Western Ontario and the London Public Library Board](#) (February 18, 2015)
- [Potential Partners in the Southwest Multi-purpose Recreation Facility](#) (July 21, 2014)

2.0 Discussion and Considerations

2.1 Background and Purpose

The City of London offers high quality Recreation and Sport programs and facilities that engage residents and visitors of all ages and abilities. Recreation and Sport programs and facilities 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.

In 2016, the City of London entered into the Southwest Community Centre Joint Venture Agreement (“Agreement”) with the YMCA of Western Ontario (now known as the YMCA of Southwestern Ontario) and the London Public Library, to design, construct and operate a multi-use community facility.

The Southwest Community Centre opened in the fall of 2018 and since that time has been know as the Bostwick Community Centre, YMCA, and Library.

On June 15, 2022, a public announcement was held at the facility with representatives from the City of London, the YMCA of Southwestern Ontario, the London Public Library, and the community. This was held to officially announce the renaming of the facility from the Bostwick Community Centre, YMCA, and Library to the Startech.com Community Centre, YMCA, and Library. The corresponding media release is attached as Appendix A.

The purpose of this report is to bring forward a public report providing information on the renaming of the Bostwick Community Centre, YMCA, and Library.

2.2 Renaming of the Bostwick Community Centre, YMCA, and Library

Article 6.2 of the Southwest Community Centre Joint Venture Agreement provides the YMCA of Southwestern Ontario the naming rights for the Bostwick Community Centre, YMCA, and Library subject to the prior approval of the City.

“The YMCA shall be entitled to have naming rights for the Project, subject to the prior approval of the City which approval is not to be unreasonably withheld; provided, however, the Library shall be entitled to separately name the Library space. The City retains the right to name the arena and/or two (2) other suitable portions of the Project to recognize the contributions of the vendor of a portion of the Lands gifted to the City.”

The City received a letter on October 1, 2021 from the YMCA of Southwestern Ontario requesting the facility be renamed to Startech.com Community Centre, YMCA, and Library due to a significant donation to the YMCA from Startech.com. The City approved the renaming of the Bostwick Community Centre, YMCA and Library.

3.0 Financial Impact/Considerations

There is no direct financial impact to the City of London based on this report.

Conclusion

On June 15, 2022, the Bostwick Community Centre, YMCA, and Library was officially renamed to the Startech.com Community Centre, YMCA, and Library. This facility continues to provide vital recreation and sport programs for the community.

Prepared by:	Jon-Paul McGonigle, Director, Recreation and Sport
Recommended by:	Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Appendix A



NEWS RELEASE

FOR IMMEDIATE RELEASE

Local tech leader to strengthen community connections with \$1.5M naming sponsorship of local YMCA

StarTech.com and YMCA of Southwestern Ontario announce sponsorship to rename Bostwick Community Centre, YMCA, & Library to StarTech.com Community Centre, YMCA, & Library

LONDON, ON - June 15, 2022 | Today StarTech.com and the YMCA of Southwestern Ontario, joined by facility partners from the City of London and the London Public Library, announced a \$1.5M sponsorship to the YMCA by StarTech.com to rename the community recreation facility on Southdale Road West, currently known as Bostwick Community Centre, YMCA, & Library, to StarTech.com Community Centre, YMCA, & Library.

The 15-year sponsorship agreement will see StarTech.com help the YMCA and its partners to strengthen the connections that are key to community health and wellness, said CEO Paul Seed.

“StarTech.com is passionate about supporting the community and we believe it drives our success. Since our founding as a small London startup in 1985, we’ve grown to have operations across 23 countries worldwide, and the company and its employees have supported many charitable and non-profit organizations along the way. We are particularly proud to sponsor the YMCA right here in London, StarTech.com’s hometown,” said Seed. “StarTech.com is committed to enable and build an even healthier, stronger and united London, for this generation and the next.”

Shared focus and values is precisely what makes StarTech.com and the YMCA such a great fit as partners, said YMCA CEO, Andrew Lockie.

“In the same way that StarTech.com is so much more than a provider of IT connectivity accessories, the YMCA is so much more than a place to exercise. This sponsorship represents a connection between two organizations who care deeply about community and believe in innovation to improve lives and strengthen futures,” said Lockie. “We are proud of this partnership and so grateful for StarTech.com’s commitment to support our mission to build healthy, strong, and inclusive communities.”

Strong communities are ones where no individual or family is left behind, added Mayor Ed Holder, which makes the support that much more meaningful as London, like all communities, grapples with the pandemic and plans for recovery.

“Although many of the social issues we are seeing pre-date the pandemic, now more than ever we need to ensure equal access to health and wellness, to help people to rebuild connections, confidence, and a sense of belonging,” confirmed Holder. “This partnership will help our community do exactly that.”

“Our community benefits greatly from collaborations like this,” shares Library Board Chair, Brian Gibson. “This facility fosters strong connections in those who visit and in those who work in these spaces. We witness this daily on the faces and in the comments of our visitors, who need a facility like this more than ever.”

The facility is jointly operated by the YMCA and London Public Library, under an agreement with the City of London, and includes a public library, twin-pad arena, walking track, community kitchen, and

two swimming pools. It offers a range of programs and services for YMCA members and the general public.

Funds will be used towards the highest priority programs and services which will evolve over time based on community needs. This includes a key focus on the Y's charitable mission to be open to all regardless of ability to pay. Each year 35% of YMCA members are subsidized to participate in its programs and services.

-30-

For more information:

Elyse Sheare
Vice President, Marketing and Communications
YMCA of Southwestern Ontario
elyse.sheare@swo.ymca.ca
519-636-3700

Andrew Stephen
Manager, Communications
StarTech.com
andrew.stephen@startech.com
519-455-9675 x1248

BACKGROUND

About StarTech.com

StarTech.com manufactures a broad portfolio of connectivity accessories designed to meet the rigorous performance requirements of IT professionals. Founded in 1985 in London, Ontario, StarTech.com has operations in 23 markets worldwide across five continents. StarTech.com was named one of Canada's Best Managed Companies by Deloitte for 11 consecutive years and has been included on the Growth 500 List of Canada's fastest growing companies for eight years.

About YMCA of Southwestern Ontario

YMCA of Southwestern Ontario is a multi-service charity that provides opportunities for growth in spirit, mind, and body for people of all backgrounds, beliefs, and abilities, and has been serving Southwestern Ontario for over 160 years. The association has provided services to over 240,000 people in more than 170+ locations across the region including child care, health & fitness, camp and support for newcomers. 35% of participants are financially supported by the YMCA. You can learn more by visiting the website at: www.ymcaswo.ca.

About London Public Library

London Public Library strengthens people and neighbourhoods by creating connections that enrich lives, inspire discovery, foster creativity, and expand possibilities. More than 163,325 Londoners use the library regularly to borrow materials, use technology, attend programs, spend time together and find community resources through the Library's 16 neighbourhood branch library locations and online through www.lpl.ca. Bostwick Branch Library, in the StarTech.com facility, opened in September, 2018 and is London Public Library's busiest branch, with 283,000 visits to the branch in 2019.

About the Startech.com Community Centre, YMCA, & Library

The StarTech.com Community Centre, YMCA & Library has something for everyone. The indoor space includes a pool, gymnasium, double pad arena, multi-purpose rooms, YMCA fitness facility, library branch, walking loop and wellness café. The outdoor space is home to a fully accessible playground structure and large parking lot. The arena is equipped with two NHL-sized ice rinks, offering a variety of rental opportunities, programs and public skates. Located on the second floor of the facility is a 200 metre walking loop that is open to the public, with a fast and slow lane to accommodate a variety of paces and abilities.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Canada-Wide Early Learning and Child Care System Implementation
Date: July 26, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions **BE TAKEN** with respect to Canada-Wide Early Learning and Child Care System Implementation that;

1. The proposed by-law attached as Appendix “A”, **BE INTRODUCED** at the Municipal Council meeting to be held on August 2, 2022, to:
 - a) approve the standard form for the Canada-Wide Early Learning and Child Care Funding Agreement Template as attached as Schedule A;
 - b) delegate to the Deputy City Manager, Social and Health Development or their written designate the power to insert the details of the respective Agreements in the form approved in (a) above;
 - c) delegate to the Deputy City Manager Social and Health Development or their written designate the authority to edit and amend the Attachments, and add new Attachments to the Funding Agreement from time to time, in accordance with Provincial Guidelines;
 - d) delegate the power to the Deputy City Manager, Social and Health Development as the Consolidated Municipal Service Manager (CMSM) to execute any of the above-noted Agreements; and that;
2. This report **BE RECEIVED** for information on:
 - a) the implementation of the Canada-Wide Early Learning and Child Care Agreement in London-Middlesex; and
 - b) information on the expansion of licensed child care spaces in London.

Executive Summary

The Canada-Wide Early Learning and Child Care Agreement as attached as Schedule A includes commitments to reduce the cost of licensed child care to an average of \$10 per day by 2025-26, expand the size of the child care system across the province, address barriers to inclusive care, and support the sustainability and expansion of the early childhood educator workforce.

Implementation of this initiative is a Service System Management responsibility of the City of London. City staff is developing and implementing the approach for London and Middlesex, including a Funding Agreement, presented for Council approval, which establishes the funding levels and service delivery and reporting expectations for approved licensed child care operators.

City staff will support expansion of licensed child care spaces in the short-term through supporting licensed home child care agencies in their engagement of unlicensed home child care operators; community-based capital investments; and continued support for existing school-based capital investments. Longer term supports will be developed and implemented following the release of additional information from the Ministry of Education.

Linkage to the Corporate Strategic Plan

- Strategic Area of Focus: Strengthening Our Community
- Outcome: Londoners have access to the supports they need to be successful
- Strategy: Improve access to licensed child care and early years opportunities

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Service Contracts/Agreements with the Province (CPSC: April 7, 2014)
 - [Amendment to By-law No. A.-7100-150: Day Nurseries Act to Child Care and Early Years Act, 2015 (CPSC: May 29, 2018)]
- London-Middlesex Child Care and Early Years Service System Plan: 2019-2023 (CPSC: May 28, 2019)
- Neighbourhood, Children and Fire Services Funding Agreement Template (CPSC: December 3, 2019)
- Various By-law Amendments to Implement Organizational Structure Change (CSC October 12, 2021)
- Item for Direction: Supporting More Licensed Child Care Spaces (CPSC: May 31, 2022)

1.2 Purposes of Report

The purposes of this report are to:

- 1) Provide an overview of the Canada-Wide Early Learning and Child Care Agreement and the first phase of implementation in London;
- 2) Present for Council's consideration the London-Middlesex Canada-Wide Early Learning and Child Care Funding Agreement template; and
- 3) Review options for supporting growth in the number of licensed child care spaces in London as part of the Canada-Wide Early Learning and Child Care Agreement implementation.

1.3. Background

The City of London is the designated Consolidate Municipal Consolidated Municipal Service Manager ("CMSM") for Child Care and Early Years in London and Middlesex, operating on behalf of the Ministry of Education. The responsibilities and authorities granted to a CMSM are set out in the *Child Care and Early Years Act, 2014* and include provision of fee subsidy, administration of operating grant funding, capacity-building, and special needs resourcing for licensed child care.

On March 28, 2022, the federal and provincial governments signed the Canada-Ontario Early Learning and Child Care Agreement as attached as Schedule A. As part of this announcement, the Ministry of Education updated provincial regulations to prescribe CMSMs the responsibility of administering the Canada-Wide Early Learning and Child Care ("CWELCC") Agreement as an addition to their existing service system management responsibilities.

Funding under the CWELCC will be used to build on Ontario's existing child care and early learning system by increasing quality, accessibility, affordability and inclusivity through the following objectives:

- 1) Providing a 25% fee reduction retroactive to April 1, 2022, building to a 50% reduction in average parent costs for licensed early learning and child care by the end of calendar year 2022;
- 2) Reaching an average parent fee of \$10 a day by 2025-26 for licensed child care spaces;

- 3) Creating 86,000 new high-quality, affordable licensed child care spaces, predominantly through not-for-profit licensed child care;
- 4) Addressing barriers to providing inclusive child care; and
- 5) Valuing the early childhood workforce and providing them with training and development opportunities.

In April 2022, the Ministry of Education issued the *Addendum To Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guideline (2022)* (“Addendum”) to all CMSMs. The Addendum outlines the Ministry of Education’s requirements for implementing the CWELCC system, including areas in which CMSMs are directed to develop local policies and practices as part of implementation.

The Ministry of Education has described 2022 as a year of transition and adjustment as the child care and early years sector undergoes significant transformation through the CWELCC. The initial phase of CWELCC implementation, from April to December 2022, is focused primarily on implementing fee reductions of 25% and 50% (Objective #1, above). The Ministry of Education has committed to consulting with stakeholders on other objectives of the CWELCC in summer 2022, with implementation to occur at a later date determined by the Ministry.

City staff recognizes the value of increased affordability for families and has developed comprehensive program details to support operators to apply to the CWELCC. Following the application process, approved operators will receive funding from the CMSM and issue retroactive fee rebates and ongoing fee reductions to families.

2.0 CWELCC Implementation

2.1 City of London Roadmap for CWELCC implementation in 2022

The following key activities will take place from April to December 2022:

- **Program development (April – July 2022)**
 - In consultation with key stakeholders (Middlesex County, other CMSMs, child care operators, Ministry of Education), develop: administrative policies and practices; an application process; a funding agreement; and various supporting tools and communications to enable implementation
 - Communication and engagement methods during this period include:
 - Large group discussion with licensed child care operators in London and Middlesex
 - Two focus groups with Licensed Child Care Network members
 - Two meetings with licensed for-profit operators
 - One meeting with licensed home child care agencies
 - Two “Question and Answer” documents to address questions received from operators
 - Multiple responses to individual questions from operators
 - Collaboration and information sharing with other CMSMs
 - CWELCC overview letter for operators to send to families
 - Updated licensed child care webpage on City of London website
- **Application period (July – September 2022)**
 - Launch formal application process for operators to apply and formally express their intention to “opt in” to CWELCC
 - Host workshops to help operators complete the application and address questions
 - Review applications and collect financial data to determine CWELCC funding levels for approved operators
 - Provide approved operators with CWELCC Funding Agreement for execution
 - Operators must formally indicate their intent to opt-in by September 1, 2022, as prescribed in the provincial Addendum
- **Funding period (September – December 2022)**

- Issue funds to operators as outlined in their CWELCC Funding Agreements for retroactive fee rebates, ongoing fee reductions, and workforce compensation
- Operators to issue fee rebates to families retroactive to April 1, 2022, and begin charging reduced fees to families; operators to issue wage floor increases to eligible staff
- The deadline for CMSMs to register operators in the CWELCC is December 31, 2022; the CMSM is establishing a “rolling” application process to provide approved operators with CWELCC funding prior to this deadline

2.2 Impacts of CWELCC Implementation

Consolidated Municipal Service Managers

The Ministry of Education has added administration of the CWELCC system to the City of London’s existing responsibilities as CMSM in London and Middlesex. Administration of the CWELCC system includes additional expectations for the CMSM to review operators’ child care costs in detail to support financial stewardship of public funds. Local administrative policies and procedures developed for the CWELCC system work within these provincial expectations while recognizing operators have differing and diverse organizational models. As 2022 is a transitional year, City staff has established the following principles to guide decision-making in the implementation of CWELCC:

- Maximize impact for families through affordable, accessible, high quality licensed child care
- Align with federal, provincial, and municipal legislation and guidelines
- Maintain strong stewardship of public funds
- Recognize the interdependence of the provincial pillars of child care and early years
- Recognize that operators are experts in their own service delivery and organizational processes

Operators

Licensed child care operators generally have two main sources of revenue: parent fees and government funding. CWELCC funding is intended to offset lost revenue through reduced parent fees, noting eligibility and reasonability of operator costs that must be reviewed and approved by the CMSM. Additionally, funding for the lowest wage earners in the sector will be addressed through establishing a wage floor. For 2022, the provincial wage floor is set at \$18 per hour for program staff and \$20 per hour for supervisors who work for operators participating in the CWELCC system.

As noted above, the increase in public funding provided through CWELCC includes new reporting expectations to maintain strong financial stewardship. City staff has established a reporting schedule that aligns as much as possible with existing reporting expectations for licensed child care operators to minimize the additional administrative effort required.

The CWELCC system is anticipated to increase demand for licensed child care, and operators will play a vital role in helping meet the provincial commitments to grow the size of the licensed child care system and increase accessibility for families.

Families

In 2022, families with eligible children attending licensed child care sites participating in the CWELCC will experience a 25% reduction in fees, retroactive to April 1, 2022, and a further 25% reduction in fees by the end of the year. Operators are required to communicate to families regarding the status of their participation in the CWELCC system.

3.0 Funding Agreement Template

The London-Middlesex CWELCC Funding Agreement template provides the mechanism for funding licensed child care operators following a review and approval of their application. The financial information gathered through the application process is used to establish an operator's "base fee" to provide child care; this base fee is used to calculate the amount of CWELCC funding operators will receive.

In 2022, eligible operators will receive a one-time funding allocation to provide fee rebates to parents (retroactive to April 1, 2022), ongoing funding to support fee reduction, and workforce compensation funding for eligible staff.

3.1 Structure of the Funding Agreement Template

The Funding Agreement template consists of one Primary Agreement for all licensed child care operators in London participating in the CWELCC system. Attachments (with schedules) detail the additional requirements specific to the funded components of the CWELCC system.

The Attachments attached to the Funding Agreement are as follows:

- Attachment 1: Fee Reduction
- Attachment 2: Workforce Compensation

The Funding Agreement and associated Attachments (with Schedules) are attached to this report as Appendix "A".

As the CWELCC system is implemented, the requirements of operators may change over time. For this reason, Schedules may be updated annually to align with provincial requirements that change or are added in future years.

City of London and County of Middlesex staff have worked collaboratively on the approach to CWELCC implementation. As the County of Middlesex serves as Service Delivery Agent for licensed child care on behalf of the CMSM in Middlesex, County staff are developing a separate CWELCC funding agreement for licensed child care operators in Middlesex County.

4.0 Expansion of licensed spaces

At its June 14, 2022, Municipal Council meeting, Council directed staff to:

provide a report related to options to increase the accessibility and number of licensed child care spaces as part of the implementation of the Canada-Wide Early Learning and Child Care Agreement, to the appropriate standing committee; it being noted that increased affordability is expected to lead to increased demand for limited licensed child care spaces. (2022-S07) (4.4/7/CPSC)

By the end of December 2022, licensed child care costs under CWELCC will be half of what they were prior to CWELCC, with further cost reductions anticipated in the future. This is expected to lead to a sharp increase in the demand for licensed child care spaces in London.

4.1 Short-term Actions to Expand Licensed Child Care Spaces in London

Licensed Home Child Care

As noted in the letter accompanying the above motion, encouraging unlicensed home child care operators to become licensed is a promising method of increasing the number of licensed child care spaces; unlicensed operators are already providing child care services, and capital costs are minimal compared to new construction. Additionally,

home-based child care can provide service in neighbourhoods that might not otherwise accommodate centre-based sites, with potential benefits for accessibility, depending on the neighbourhood served.

The City of London has funding agreements with three agencies to manage Licensed Home Child Care (“LHCC”) in London: London Children’s Connection, London French Day Care Centre Inc., and Wee Watch. These agencies establish agreements with individual providers that use their own homes to provide licensed child care.

Shortly after the announcement of the CWELCC on March 28, 2022, LHCC agencies met with unlicensed operators interested in learning more about CWELCC; at the time, details of the local implementation of CWELCC were not available. In June 2022, City staff met with LHCC agencies to identify strategies to reduce barriers and incentivize unlicensed home child care operators to become licensed and apply to the CWELCC. It is anticipated that the additional program details now available, coupled with increasing demand from families for licensed child care under the CWELCC system, will lead to more interest from unlicensed home child care operators on the process to become licensed.

City staff will support contracted LHCC agencies in the distribution of CWELCC program details to unlicensed child care operators. This will include information on the process to become a licensed home child care operator, CWELCC funding, and benefits for operators and families. City staff can support LHCC agencies in any additional meetings they host with unlicensed home child care operators considering becoming licensed.

Call for Community-Based Capital Proposals

In May 2022, City staff issued a one-time call for applications to licensed child care operators in London and Middlesex seeking funds. The following three categories aligned with service system management objectives and provincial funding guidelines: community-based capital; transformation; and play-based materials and equipment.

The timing of Council’s resolution provided a mandate to focus on supporting eligible community-based capital proposals. Through this process, the City of London, as Consolidated Municipal Service Manager, is supporting 3 projects that will expand London’s licensed child care system by 68 spaces in 2022.

School-Based Capital Construction

The Ministry of Education has provided funding directly to school boards for four future school-based capital projects in London and Middlesex that include a child care component:

- Summerside Public School, Thames Valley District School Board (88 spaces)
- River Heights Public School, Thames Valley District School Board (103 spaces)
- St. Anne Catholic Elementary School, London District Catholic School Board (88 spaces)
- École élémentaire Marie-Curie, Conseil scolaire Viamonde (23 spaces)

Summerside Public School is scheduled to open September 2022. Opening dates for River Heights, St. Anne, and École élémentaire Marie-Curie are projected beyond 2022 due to recent construction sector impacts. City staff supports school boards’ capital submissions and regularly collaborates with school boards on project design, communications, and engagement with licensed child care operators.

Recommended Actions

- Develop resource describing CWELCC approach and benefits for licensed home child care operators and families; share resource with LHCC agencies for future engagement opportunities with unlicensed operators
- Support meetings hosted by LHCC agencies with unlicensed home child care operators interested in becoming licensed

- Provide resources to LHCC agencies to support eligible system transformation costs, as available
- Establish Call for Community-Based Capital Proposals as an annual initiative, subject to available funding, so licensed child care operators can plan strategically for growth
- Continue to support school-based capital construction projects

4.2 Longer-Term Actions to Expand Licensed Child Care Spaces in London

The Ministry of Education recognizes the need for increased licensed child care spaces and increased accessibility through two of the longer-term provincial goals associated with the CWELCC system:

- Creating 86,000 new high-quality, affordable licensed child care spaces, predominantly though not-for-profit licensed child care; and
- Addressing barriers to provide inclusive child care.

The Ministry of Education has committed to engaging CMSMs in the summer of 2022 on these goals, providing an opportunity for City staff to advance local priorities and pressures, including the need for more accessible licensed child care spaces. Following the release of provincial strategies on these goals, City staff will develop local implementation plans.

Additionally, the Ministry of Education has committed to consulting with CMSMs on the development of a new child care funding formula, which is anticipated to be in place for 2023. These consultations provide an opportunity for City staff to emphasize the need for sufficient, consistent operational funding to support system growth that occurs through expansion. Following the release of the new funding formula, City staff will review the Licensed Home Child Care funding allocation and approach, with considerations for underserved areas, equity, and accessibility.

Recommended Actions

- Share London's priorities on the need for equitable, accessible licensed child care spaces with the Ministry of Education during consultations in the summer of 2022
- When released, review 2023 funding model for opportunities to support expansion of spaces, including increased support for Licensed Home Child Care
- Develop and implement a local plan based on future Ministry of Education direction on expansion and inclusivity goals of the CWELCC system

5.0 Financial Impact/Considerations

The Province of Ontario has provided the City of London a prorated funding allocation of \$25.4M to support 2022 expenses associated with delivery of CWELCC in London and Middlesex. The Ministry of Education's allocation modelling uses a cost recovery approach with an anticipated end of year reconciliation based on actual expenses incurred. This funding is provided by the Province of Ontario and Government of Canada, with no municipal contribution or cost share required.

The short-term recommended actions for increasing the number of licensed child care spaces can be accommodated in the 2022 provincial funding for Child Care and Early Years and the approved 2022 municipal operating budget. The costs and impacts of longer-term recommended actions will be reviewed when the 2023 CWELCC implementation guidelines and 2023 funding formula are made available by the Ministry of Education.

Conclusion

High-quality, accessible, affordable licensed child care creates environments where children can learn, grow, and thrive. In addition to its social impact, licensed child care helps more parents and caregivers pursue employment and education. As Consolidated Municipal Service Manager, the City of London is appreciative for the historic investment in, and commitment to, affordable licensed child care by the Province of Ontario and Government of Canada.

This year marks the beginning of system transformation for the child care and early years sector in Ontario. As the cost-of-living increases for London families in 2022, the affordability measures provided through the CWELCC system will help families save money while continuing to access the benefits of licensed child care. In 2023, and beyond, additional measures on affordability, accessibility, inclusiveness, system growth, and support for the vital early years workforce will reshape what licensed child care looks like in Ontario.

City staff would like to extend its gratitude and appreciation for the professionals who have dedicated their careers to providing child care to families in London and Middlesex.

Prepared by: Adrienne Small, Manager, System Operations

Submitted by: Trevor Fowler, Director, Child Care and Early Years

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

Appendix A

Bill No.
2022

By-law No.

A by-law to approve a Canada-Wide Early Learning and Child Care Funding Agreement Template and to authorize the Deputy City Manager, Social and Health Development or their written designate to approve and execute agreements using the Canada-Wide Early Learning and Child Care Funding Agreement Template.

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

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

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

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

AND WHEREAS, in this By-law, a reference to “Service System Manager” means a Consolidated Municipal Service Manager (CMSM) designated as a Service System Manager as defined in the *Child Care and Early Years Act, 2014*;

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

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

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

1. The Canada-Wide Early Learning and Child Care Funding Agreement Template, substantially in the form attached as Schedule “A” to this by-law, is hereby authorized and approved.
2. The Deputy City Manager Social and Health Development or their written designate is delegated the power to execute Funding Agreements based on the Template authorized and approved in section 1 of this by-law.
3. The Deputy City Manager Social and Health Development or their written designate is delegated the power to edit and amend the Attachments and add new Attachments to the Funding Agreement from time to time in accordance with Provincial Guidelines.
4. The authority of the Deputy City Manager Social and Health Development or their written designate to act under of this by-laws, is subject to the following:

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

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

PASSED in Open Council on.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE A

CANADA-WIDE EARLY LEARNING AND CHILD CARE FUNDING AGREEMENT

THIS IS A STANDARD FORM AGREEMENT – TERMS CANNOT BE ALTERED
WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

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

BETWEEN

<INSERT LEGAL NAME OF PARTY>
("the Operator")

-AND-

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

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

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

AND WHEREAS, in this Agreement, a reference to "Consolidated Municipal Service Manager" or "CMSM" means a Consolidated Municipal Service Manager (CMSM) designated as a Service System Manager as defined in the *Child Care and Early Years Act, 2014*;

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

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

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

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

AND WHEREAS a Consolidated Municipal Service Manager shall,

- a) develop and administer local policies respecting the operation of child care and early years programs and services;
- b) administer the delivery of financial assistance provided by the Minister under clause 54 (1) (b), in accordance with the regulations;

- c) coordinate the planning and operation of child care and early years programs and services with the planning and provision of other human services delivered by the Consolidated Municipal Service Manager;
- d) assess the economic viability of the child care and early years programs and services in the service area and, if necessary, make or facilitate changes to help make such programs and services economically viable;
- e) perform such other duties as may be prescribed by the regulations.

AND WHEREAS a Consolidated Municipal Service Manager may,

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

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

AND WHEREAS the Province has entered into a Transfer Payment Agreement with the City for the provision of funding to the City for the purpose of funding services related to early learning and child care;

AND WHEREAS the City has the authority pursuant to the legislation indicated in the attached Attachment to enter into this Agreement for the provision of funding for services related to early learning and child care;

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

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

1. DEFINITIONS

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

2. ATTACHMENTS FORMING PART OF AGREEMENT AND SCOPE OF AGREEMENT

2.1 The following Attachments, marked with an “X,” form part of this Agreement:

_____ Attachment 1: Fee Reduction Funding;

_____ Attachment 2: Workforce Compensation Funding;

2.2 **Revised Attachments and associated Schedules.** The City may, at any time, upon consultation with the Operator, provide any or all of the following:
(a) a new Attachment 1 (Fee Reduction Funding); and
(b) a new Attachment 2 (Workforce Compensation Funding); and
(c) such other further attachments related to funding as may be available from time to time

2.3 **Deemed to be Replaced.** If the City provides a new attachment in accordance with section 2.2, the new attachment shall be deemed to be either Attachment 1 (Fee Reduction Funding) or Attachment 2 (Workforce Compensation Funding) or such other further replacement attachments, as the case may be, (collectively referred to as “**New Attachments**”), for the period of time to which it relates as provided for in the new attachment.

2.4 **Termination by Operator.** If the Operator does not agree with all or any New Attachments, the Operator may terminate the Agreement immediately by giving Notice to the City within 60 days of the City providing the New Attachments.

2.5 **Consequences of Termination by Operator.** If the Operator terminates the Agreement pursuant to section 4.4, the City may take one or more of the actions listed in section 5.5.

3. TERM

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

4. THE OPERATOR/CITY RELATIONSHIP

4.1 The City, in its sole discretion, may pay funding to an Operator, in accordance with this Agreement and applicable Attachment(s). The amount, if any, shall be determined by the City, from time to time.

4.2 The Operator, in fulfilling its obligations under this Agreement, shall be solely responsible for all of its statutory obligations, including but not limited to the payment of CPP, WSIB, and taxes.

4.3 The parties hereto are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Operator or between the City and any employees, agent or contractor of the Operator.

5. TERMINATION

5.1 **Termination on 60 Days’ Notice.** This Agreement may be terminated by either party upon giving at least sixty (60) days’ notice, in writing, without liability, penalty or costs, or notice in accordance with the applicable Attachment(s).

- 5.2 **Termination of Individual Attachments.** Individual Attachments can be terminated in accordance with their specific provisions and without having any effect on this Agreement.
- 5.3 **Immediate Termination by City – Default.** Notwithstanding anything else in this Agreement or Attachments, the City retains the discretion to terminate the Agreement or the Attachments immediately as a result of an event of default or non-performance and will provide written notice in accordance with section 12 of this Agreement.
- 5.4 **Event of Default, Non-Performance.** Each of the following events will constitute an event of default or non-performance:
- (a) in the opinion of the City, the Operator breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with Attachment 1 or Attachment 2, or such other further attachments, reports or such other reports as may have been requested;
 - (b) the Operator's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the City provides the funds;
 - (c) the Operator makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Operator bankrupt, or applies for the appointment of a receiver; or
 - (d) the Operator ceases to operate.
- 5.5 **Consequences of Termination on Notice by the City.** If the City terminates the Agreement pursuant to section 5.1, the City may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
 - (b) demand from the Operator the payment of any Funds remaining in the possession or under the control of the Operator; and
 - (d) determine the reasonable costs for the Operator to wind down the Program, and do either of the following:
 - (i) permit the Operator to offset such costs against the amount the Operator owes pursuant to subsection 5.5(b); and,
 - (ii) subject to section 4.1, provide Funds to the Operator to cover such costs.

6. INDEMNIFICATION

- 6.1 The Operator undertakes and agrees to defend and indemnify the City (including the City's councillors, agents, appointees and employees) and hold the City (including the City's councillors, agents, appointees and employees) harmless, at the Operator's sole expense, from and against all claims, demands, suits, losses,

costs, damages and expenses that the City (including the City's councillors, agents, appointees and employees) may sustain or incur by reason of:

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

7. LIABILITY INSURANCE

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

- a) general liability insurance on an occurrence basis covering the Operator, its officers, servants, contractors, and agents for an amount not less than Five Million (\$5,000,000) dollars to cover any liability resulting from anything done or omitted by the Operator or its employees, agents or participants, with respect to the services it provides and shall include the City as an additional insured, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses and further this policy will not contain an exclusion of coverage relating to physical, sexual or emotional abuse claimed against the Operator; and,

(b) automobile insurance for any owned or leased vehicle used by the Operator for the provision of services in an inclusive limit of not less than Two Million (\$2,000,000.) dollars against statutory liability and accident benefits.

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

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

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

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

8. PUBLICATION, CONFIDENTIALITY, EMPLOYEES AND AGENTS

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

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

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

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

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

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 **CCEYA License.** The Operator represents and warrants that they have a license to operate in good standing in accordance with the *Child Care and Early Years Act* (CCEYA) and are not in contravention of the CCEYA. The Operator shall maintain the license in good standing throughout the Term of this Agreement.

- 10.2 **Keep Copy of Agreement on Premises.** The Operator shall keep a copy of this Agreement, in electronic or hard copy format, on the child care premises, and available for inspection by the applicable Provincial Ministry.
- 10.3 **Reporting of Revisions or Use of Alternate Capacity.** The Operator shall immediately report to the City any revisions or use of alternate capacity with respect to spaces for aged 0-5 for which they are receiving fee reduction funding. Any such changes may result in the City adjusting or recovering funding.
- 10.4 **Survey.** The Operator shall complete and submit, satisfactorily to the Ministry, any survey as required by the Ministry Director (e.g., *Licensed Child Care Operations Survey*). The Operator shall not receive funding from the City until the City has received confirmation from the Ministry that the Operator has satisfactorily submitted the survey.

11. RELATIONSHIP OF AGREEMENT TO ATTACHMENTS

- 11.1 Where there is a conflict between the terms or obligations of the Agreement and an Attachment, the more restrictive term shall apply.
- 11.2 A default under any of the Attachments also constitutes a default under the Agreement.
- 11.3 In accordance with the By-law authorizing this Agreement, the ability to edit the terms of the Attachments has been delegated to the Deputy City Manager, Social and Health Development or their written designate.

12. NOTICE

- 12.1 Any notice, report, direction, request or other documentation required or permitted to be given to either party hereto shall be in writing and shall be given to the contact as indicated in the applicable Attachment.
- 12.2 Notice with respect to the terms of this Agreement (as distinct from a notice required under an Attachment) shall be in writing and shall be given by personal service or by mailing by registered mail, with postage thereon fully prepaid, in a sealed envelope, to be addressed as follows:

If for the Operator:	If for the City:
To: <insert Operator's name>	To: The Corporation of the City of London
Address: <insert Operator's address>	Attn: Deputy City Manager, Social and Health Development 355 Wellington Street, Suite 248, 2 nd Floor London, ON N6A 3N7

- 12.3 Either party may by notice in writing, advise of a new address for notice, which shall then be used by the party to whom it is addressed.
- 12.4 Any notice, report, direction, request or other document delivered personally in accordance herewith shall be deemed to have been received when given to the addressee on the day of delivery. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and

given to the addressee on the second (2nd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

13. CONFLICT OF INTEREST

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

14. RETURN OR REALLOCATION OF FUNDS

- 14.1 Without limiting any rights of the City under this Agreement or its Attachments, if the Operator has not spent all of the funds allocated, the City may take one or both of the following actions:
- (a) demand the return of the unspent funds; and,
 - (b) adjust the amount of any further instalments of funds accordingly.
- 14.2 In the event this Agreement or an Attachment is terminated by a new agreement or a new Attachment between the City and the Operator, the Operator will return to the City any funds remaining in its possession or under its control.
- 14.3 If at any time the City provides funds in excess of the amount to which the Operator is entitled under the Agreement, the City may:
- (a) deduct an amount equal to the excess funds from any further instalments of funds; or,
 - (b) demand that the Operator pay an amount equal to the excess funds to the City.
- 14.4 If, pursuant to the Agreement:
- (a) the City demands from the Operator the payment of any funds or an amount equal to any funds; or,
 - (b) the Operator owes any funds or an amount equal to any funds to the City, whether or not the City has demanded their payment.

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

- 14.5 The City may charge the Operator interest on any money owing by the Operator at the then current interest rate charged by the City on accounts receivable.
- 14.6 The Operator will pay any money owing to the City by cheque payable to "The Corporation of the City of London" and delivered to the City as provided for in section 12.
- 14.7 If the Operator fails to repay any amount owing under the Agreement, the City may deduct any unpaid amount from any money payable to the Operator by the City.

15. COMMUNICATIONS REQUIREMENTS

- 15.1 Unless otherwise directed by the City, the Province, and the Government of Canada, the Operator will:
 - (a) acknowledge the support of the City of London, the Province of Ontario and the Government of Canada for the Program; and,
 - (c) ensure that the acknowledgement is in a form and manner as directed by the City or the Province (where applicable).
- 15.2 The Operator 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 Operator and do not necessarily reflect those of the City.

16. GENERAL PROVISIONS

- 16.1 **Assignment**
Neither party may assign this Agreement without the prior consent in writing of the other.
- 16.2 **Entire Agreement**
This Agreement and Attachments constitutes the entire Agreement between the Parties with respect to the subject matter contained herein and supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to this Agreement.
- 16.3 **Time**
The Operator shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.
- 16.4 **Waiver**
The failure of either party at any time to require performance by the other party of any provisions shall in no way affect the full right to require such performance at any time thereafter, nor shall waiver by either party of any breach of the provisions be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of the provision itself.
- 16.5 **Applicable Law**
This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Canada and the parties hereto hereby agree to the jurisdiction of the Courts of Ontario.
- 16.6 **Circumstances Beyond the Control of Either Party**

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

16.7 Survival

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

16.8 Joint and Several Liability

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

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

The Corporation of the City of London

Date
Development

Deputy City Manager, Social and Health
or written designate

<INSERT LEGAL NAME OF OPERATOR>

Date

Per:
*Signature

Print Name, Title
*I have authority to bind the Corporation

Date

Witness Signature
(required where Operator is not a Corporation)

**ATTACHMENT 1
FEE REDUCTION FUNDING**

I, the below-signed Operator, acknowledge and agree with the terms set forth in this Attachment.

Operator: [Insert Legal Name of Operator]

Signature: _____

*I have the authority to bind the Corporation

Print Name: _____

Print Title: _____

E-mail: _____

Phone: _____

Date: _____

Schedules to Attachment 1

- Schedule 1.A “General Terms and Conditions”
- Schedule 1.B “Program Specific Information and Additional Provisions”
- Schedule 1.C “Program Description”
- Schedule 1.D “Budget”
- Schedule 1.E “Payment”
- Schedule 1.F “Reports”

**SCHEDULE 1.A
GENERAL TERMS AND CONDITION**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Definitions. In this Attachment, the following terms will have the following meanings:

“CWELCC Agreement” means the Canada-Wide Early Learning and Child Care agreement entered into by the Province of Ontario and the Government of Canada.

“CWELCC System” means the Canada-Wide Early Learning and Child Care for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.

“Consolidated Municipal Service Manager” or “CMSM” means a Consolidated Municipal Service Manager designated as a Service System Manager as defined in the Child Care and Early Years Act, 2014.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the date this Agreement is entered into and ending on the following December 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

“Funds” means the money the City provides to the Operator pursuant to the Agreement.

“Licensee” means the licensed home child care operator or child care centre.

“City of London Administrative Procedures for the CWELCC” means the locally developed administrative procedure prepared by the City acting as Consolidated Municipal Service Manager (CMSM) to demonstrate a process the CMSM will undertake to support the implementation of the CWELCC locally.

“Maximum Funds” means the maximum amount the City will provide the Operator under the Agreement as set out in Schedule “1.B”.

“Ministry Addendum” means the Ministry of Education Addendum to Ontario Child Care and EarlyON Child and Family Centres Service System Management and Funding Guideline (2022).

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

“Program” means the undertaking described in Schedule “1.C”.

“Reports” means the reports described in Schedule “1.F”.

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

- (a) provide the Operator up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Operator in accordance with the payment plan attached to the Agreement as Schedule “1.E”; and,
- (c) deposit the Funds into an account designated by the Operator provided that the account:
 - (i) resides at a Canadian financial institution; and,
 - (ii) is in the name of the Operator.

A2.2 Limitation on Payment of Funds

Despite section A2.1:

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

A2.3 Use of Funds and Carry Out the Program

The Operator will do all of the following:

- (a) Carry out the Program in accordance with the Agreement and in accordance with the City of London Administrative Procedures for the CWELCC;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the Addendum to: Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines (2022);
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario, and
- (e) In the case where the Operator exceeds its maximum profit (as determined under the City of London Administrative procedures for the CWELCC) the operator will be required to return any excess funds above this maximum amount to the City of London.

A2.4 Interest Bearing Account

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

A2.5 Interest

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

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

A2.6 Rebates, Credits and Refunds

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

A2.7 Schedules

In each Funding Year subsequent to the first Funding Year, new Schedules 1.B, 1.C, 1.D, 1.E, and 1.F (the "**Schedules**") to the Agreement shall be established according to the following process:

- (a) the City shall provide the Operator with draft Annual Schedules intended to replace Schedules 1.B, 1.C, 1.D, 1.E and 1.F to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Operator, the draft Annual Schedules shall be deemed to be Schedules 1.B, 1.C, 1.D, 1.E and 1.F in relation to the Funding Year to which they apply.

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

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

- (a) the City may continue to provide Funds to the Operator in accordance with the Payment Plan set out in Schedule 1.E for the previous Funding Year;
- (b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);
- (c) if the City decides to provide Funds, the Operator shall continue to carry out the Program described in Schedule 1.C, use the Funds in accordance with the Budget set out in Schedule 1.D and provide Reports in accordance with Schedule 1.F applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 OPERATOR'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

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

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

A3.2 Disposal

The Operator will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule 1.B or Schedule 2.B at the time of purchase.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 The Operator is required to complete and submit reporting to the City at various time intervals throughout their enrollment and participating in the CWELCC System. Specific reporting requirements, and associated timelines, are and will be set out in the City of London Administrative procedures for the CWELCC London Administrative Policy and Procedure and as may be amended from time to time.

A4.2 The Operator acknowledges that additional reporting requirements, beyond those set out in the City of London Administrative procedures for the CWELCC System may become requirements of their participating in the CWELCC System.

A4.3 Preparation and Submission

The Operator will:

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

A4.4 Record Maintenance

The Operator will keep and maintain:

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

A4.5 Inspection

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

- (a) inspect and copy the records and documents referred to in section A 4.4;
- (b) remove any copies made pursuant to section A4.5(a) from the Operator's premises; and,
- (c) conduct an audit or investigation of the Operator in respect of the expenditure of the Funds, the Program, or both.

A4.6 Disclosure

To assist in respect of the rights set out in section A 4.5, the Operator will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case maybe.

A4.7 No Control of Records

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

A4.8 Auditor General

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

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

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

A5.2 Agreement Binding

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

A6.0 FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

A6.1 General.

The Operator 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 Program;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Operator provided to the City in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Operator provided it and will continue to be true and complete;
- (e) it will not spend Funding on ineligible expenditures;
- (f) it will not spend Funding on expenditures unrelated to the objectives of CWELCC;
- (g) it will not make expenditures that are not at fair market value;
- (h) it will not make transactions with a related party;
- (i) it will meet deadlines relating to the City's request for information, documentation, and reporting;
- (j) it will comply with the requirements under the CWELCC System, applicable guidelines or any other specific deadlines indicated by the City of London;
- (k) it will not use CWELCC System funds not in accordance with the requirements and any applicable guidelines provided by the City;
- (l) it will complete its annual Licensed Child Care Operations Survey, as per O.Reg.137/15 (77);
- (m) it will not close for more than 2 consecutive weeks and shall not close for more than 4 weeks within a calendar year while the Operator is receiving full funding from the CWELCC System.

A6.2 Execution of Agreement. The Operator 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.

A6.3 Governance. The Operator represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Operator's organization;
- (b) procedures to enable the Operator's ongoing effective functioning;
- (c) decision-making mechanisms for the Operator;
- (d) procedures to enable the Operator to manage Funds prudently and effectively;
- (e) procedures to enable the Operator to complete the Program successfully;
- (f) procedures to enable the Operator to identify risks to the completion of the 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 this Agreement;
- (h) procedures to enable the Operator to address such other matters as the Operator considers necessary to enable the Operator to carry out its obligations under this Agreement.

A6.4 Supporting Proof. Upon request by the City, the Purchaser will provide the City with proof of the matters referred to in Article A6.0

SCHEDULE 1.B
PROGRAM SPECIFIC INFORMATION AND ADDITION PROVISIONS

Maximum Funds	\$
Term of Agreement	<Insert date range of agreement>
Child Care Operator Name and Location(s)	
Contact information for the purposes of Notice to the City	The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9
Attention:	City Clerk
Fax:	(519)
Email:	
Contact information for the purposes of Notice to the Operator	[insert address of Operator]
Attention:	
Fax:	
Email:	

Additional Provisions:

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

SCHEDULE 1.C

PROGRAM DESCRIPTION

Making child care more affordable for families is a key part of the implementation of the CWELCC System. Fee reduction funding is focused on reducing parent fees for families with eligible children in licensed child care.

Fee reduction funding is to be used to support parents, families and communities by reducing base fees for eligible children in licensed child care.

The Child Care and Early Year Act, 2014 (CCEYA) sets out the rules regarding what participating Licensees will be permitted to charge parents as part of their base fee (as defined by the CCEYA).

To ensure the stability and sustainability of the child care system while working towards Ontario's goals for affordability, access, inclusion and quality, fee reductions will be implemented using a phased approach over the course of the CWELCC System.

A graduated approach to fee reductions will begin in Spring 2022 as follows:

- A fee reduction of up to 25% (to a minimum of \$12 per day) for eligible children retroactive to April 1, 2022.
 - A 50% fee reduction on average for eligible children by the end of calendar year 2022.
 - \$10 per day average child care fees for eligible children by the end of fiscal year 2025-2026.
-
- a) Licensees' base fees must be determined in accordance with the requirements set out in O. Reg. 137/15 under the CCEYA.
 - b) Licensees must reduce base fees for eligible children only. The term 'eligible children' is defined in O. Reg. 137/15
 - c) Licensees are required to provide a refund to parents where a base fee higher than the reduced base fee is charged for an eligible child, retroactive to the Licensee's CWELCC System enrolment date and for any period after the CWELCC enrolment date where excess base fees has been prepaid for.
 - d) Licensed home child care operators participating in the CWELCC System must ensure that home child care providers charge parents of eligible children a base fee determined in accordance with O. Reg. 137/15, which applies to children who are agency placed and those children that are privately placed in the provider's care.
 - e) 31 days after a Licensee is notified by the City of London of their enrolment date, the Licensee cannot charge a base fee that is higher than the applicable base fee for an eligible child.
 - f) 60 days after a Licensee is notified by the City of London of their enrolment date, the Licensee is required to provide refunds to parents for any fees paid that were higher than the reduced base fees paid, for any higher base fees that were prepaid for a period after the enrolment date, and any refunds related to reductions in parental contributions families in receipt of fee subsidy for the applicable period.
 - g) The City has the right to determine an initial base fee, in the case where the capped fee does not include all of the components required to be included in a base fee under O. Reg. 137/15, or to exclude components that should not be part of a base fee at the discretion of the City of London

- h) Licensees must ensure that components that should be captured by the definition of non-base fees under O. Reg. 137/15 should not be included as a component of base fees.
- i) Licensees are required to maintain the reduced base fees until they are either required to reduce them again, or if they are no longer participating in the CWELCC System.
- j) In the case where a Licensee transfers shares of the corporation the licensee continues to be bound by the requirements in O. Reg. 137/15 relating to base fees and non-base fees. In the case where a Licensee sells all of its assets and ceases to be licensed, the purchasing corporation must apply for a license under the CCEYA and may submit an application to enroll in the CWELCC System, in which case the base fee and non-base fee rules in O. Reg. 137/15 apply to the applicant;
- k) The City of London has the right to verify the timeliness and accuracy of refunds and fee reductions made by Licensees.

*Note that reference to “Licensee” is a reference to the “Operator” in this Schedule.

SCHEDULE 1.D
BUDGET

Total Fee Rebate for the period of April 1 - XXXX	\$ _____
Total Fee Reduction for the period of XXXX - December 31	\$ _____
Total Administrative Costs Associated with the implementation of the CWELCC	\$ _____
Total Fee Reduction Allocation	\$ _____

SCHEDULE 1.E PAYMENT

Fee reduction funding will be paid monthly as a notional allocation based on information submitted by the Operator for the Fee Rebate process. These payments will be reconciled at the end of the year based on actuals.

Retroactive Fee Rebate will be a paid as a one-time payment to the Operator following the City of London's Notification of Eligibility.

The Operator must make the Fee Rebate payments to parents of eligible children no later than 60 days following the City of London's Notification of eligibility for CWELCC system participation.

SCHEDULE 1.F
REPORTS

The Operators must track and report on the following data points and submit to the City as per the following cycle:

Expenditures to support Fee Reduction	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Expenditures to support parent refunds	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of children served through Fee Reductions	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Average monthly number of children served through Fee Reductions <ul style="list-style-type: none">By age group	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of licensed child care spaces supported with Fee Reductions <ul style="list-style-type: none">By age group	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of child care centers and home providers supported with Fee Reduction funding	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of children in receipt of required fee refunds	Bi-annually *broken down monthly	July (for January-June) January (for July-December)

The Operator must provide the above data points and submit this report to the City as per the following cycle:

Submission Type	Due Date
Bi-annual and Annual Funding and Tracking Workbook for Operators	January 15, 2023

1.0 POLICY FOR LATE FILING

- 1.1 Where an Operator files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the City receives the submission from the Operator:

(a) If the City does not receive the submission from the Operator within 30 days after the filing deadline, the City will inform the Operator that the submission is overdue.

(b) If the City does not receive the submission from the Operator after 31 days, the City will reduce cash flow to the Operator by 50 percent of the Operator’s monthly payment. The City will attempt to communicate with the Operator regarding any late submissions.
- 1.2 If the City receives the Operator’s required submissions, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount that the Operator is entitled to up to that point.

- 1.3 Should an Operator have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT 2
WORKFORCE COMPENSATION FUNDING

I, the below-signed Operator, acknowledge and agree with the terms set forth in this Attachment.

Operator: [Insert Legal Name of Operator]

Signature: _____

*I have the authority to bind the Corporation

Print Name: _____

Print Title: _____

E-mail: _____

Phone: _____

Date: _____

Schedules to Attachment 2

- Schedule 2.A “General Terms and Conditions”
- Schedule 2.B “Program Specific Information and Additional Provisions”
- Schedule 2.C “Program Description”
- Schedule 2.D “Budget”
- Schedule 2.E “Payment”
- Schedule 2.F “Reports”

SCHEDULE 2.A GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Definitions. In this Attachment, the following terms will have the following meanings:

“CWELCC Agreement” means the Canada-Wide Early Learning and Child Care agreement entered into by the Province of Ontario and the Government of Canada.

“CWELCC System” means the Canada-Wide Early Learning and Child Care for early years and child care funding provided for in an agreement entered into by the Province of Ontario and the Government of Canada.

“Consolidated Municipal Service Manager” or **“CMSM”** means a Consolidated Municipal Service Manager designated as a Service System Manager as defined in the Child Care and Early Years Act, 2014.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the date this Agreement is entered into and ending on the following December 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on January 1 following the end of the previous Funding Year and ending on the following December 31.

“Funds” means the money the City provides to the Operator pursuant to the Agreement.

“Licensee” means the licensed home child care operator or child care centre.

“City of London Administrative procedures for the CWELCC” means the locally developed administrative procedure prepared by the City acting as Consolidated Municipal Service Manager (CMSM) to demonstrate a process the CMSM will undertake to support the implementation of the CWELCC locally.

“Maximum Funds” means the maximum amount the City will provide the Operator under the Agreement as set out in Schedule “1.B”.

“Ministry Addendum” means the Ministry of Education Addendum to Ontario Child Care and EarlyON Child and Family Centres Service System Management and Funding Guideline (2022).

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

“Program” means the undertaking described in Schedule “1.C”.

“Reports” means the reports described in Schedule “1.F”.

A2.0 FUNDS AND CARRYING OUT THE PROGRAM

A2.1 Funds Provided

The City will:

- (d) provide the Operator up to the Maximum Funds for the purpose of carrying out the Program;
- (e) provide the Funds to the Operator in accordance with the payment plan attached to the Agreement as Schedule “2.E”; and,
- (f) deposit the Funds into an account designated by the Operator provided that the account:
 - (iii) resides at a Canadian financial institution; and,
 - (iv) is in the name of the Operator.

A2.2 Limitation on Payment of Funds

Despite section A2.1:

- (e) the City is not obligated to provide any Funds to the Operator until the Operator provides the certificates of insurance or other proof as the City may request;
- (f) the City is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (g) the City may adjust the amount of Funds it provides to the Operator in any Funding Year based upon the City’s assessments, of the information the Operator provides to the City; and,
- (h) if the City does not receive the necessary funding from the Province of Ontario, the City is not obligated to make any such payment, and, as a consequence, the City may:
 - (iii) Reduce the amount of Funds and, in consultation with the Operator, change the Program; or,
 - (iv) Terminate the Agreement.

A2.3 Use of Funds and Carry Out the Program

The Operator will do all of the following:

- (a) carry out the Program in accordance with the Agreement and in accordance with the City of London Administrative procedures for the CWELCC;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only in accordance with the Budget and the Addendum to: Ontario Child Care and EarlyON Child and Family Centres Service Management and Funding Guidelines (2022);
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, ministry, agency or organization of the Government of Ontario; and
- (e) in the case where the Operator exceeds its maximum profit (as determined under the City of London’s Administrative procedures for the CWELCC) the Operator will be required to return any excess Funds above this maximum amount to the City of London.

A2.4 Interest Bearing Account

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

A2.5 Interest

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

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

A2.6 Rebates, Credits and Refunds

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

A2.7 Schedules

In each Funding Year subsequent to the first Funding Year, new Schedules 2.B, 2.C, 2.D, 2.E, and 2.F (the "**Schedules**") to the Agreement shall be established according to the following process:

- (a) the City shall provide the Operator with draft Annual Schedules intended to replace Schedules 2.B, 2.C, 2.D, 2.E and 2.F to the Agreement; and,
- (b) upon receipt by the City of approval of the draft Annual Schedules by the Operator, the draft Annual Schedules shall be deemed to be Schedules 2.B, 2.C, 2.D, 2.E and 2.F in relation to the Funding Year to which they apply.

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

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

- (a) the City may continue to provide Funds to the Operator in accordance with the Payment Plan set out in Schedule 2.E for the previous Funding Year;
- (b) if the City decides to continue to provide Funds, Maximum funds for the previous Funding Year shall be increased by the additional amount of Funds flowed pursuant to A2.8(a);
- (c) if the City decides to provide Funds, the Operator shall continue to carry out the Program described in Schedule 2.C, use the Funds in accordance with the Budget set out in Schedule 2.D and provide Reports in accordance with Schedule 2.F applicable to the previous Funding Year;

until such time as the Annual Schedules are finalized or this Agreement is terminated.

A3.0 OPERATOR'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A3.1 Acquisition

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

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

A3.2 Disposal

The Operator will not, without the City's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule 1.B or Schedule 2.B at the time of purchase.

A4.0 REPORTING, ACCOUNTING AND REVIEW

A4.1 The Operator is required to complete and submit reporting to the City at various time intervals throughout their enrollment and participating in the CWELCC System. Specific reporting requirements, and associated timelines, are and will be set out in the City of London Administrative procedures for the CWELCC and as may be amended from time to time.

A4.2 The Operator acknowledges that additional reporting requirements, beyond those set out in the City of London Administrative procedures for the CWELCC may become requirements of their participating in the CWELCC System.

A4.3 Preparation and Submission

The Operator will:

- (a) submit to the City all Reports in accordance with the timelines and content requirements as provided for in Schedule 2.F, or in a form as specified by the City from time to time;
- (b) submit to the City any other reports as may be requested by the City in accordance with the timelines and content requirements specified by the City;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the City; and,
- (d) ensure that all Reports and other reports are signed on behalf of the Operator by an authorized signing officer.

A4.4 Record Maintenance

The Operator will keep and maintain:

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

A4.5 Inspection

The City, its authorized representative, or an independent auditor identified by the City may, at the City's expense, upon twenty-four hours' Notice to the Operator and during normal business hours, enter upon the Operator's premises to review the progress of the Program and the Operator's allocation

and expenditure of the Funds and, for these purposes, the City, its authorized representatives or an independent auditor identified by the City may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A4.4;
- (b) remove any copies made pursuant to section A4.5(a) from the Operator's premises; and,
- (c) conduct an audit or investigation of the Operator in respect of the expenditure of the Funds, the Program, or both.

A4.6 Disclosure

To assist in respect of the rights set out in section A 4.5, the Operator will disclose any information requested by the City, any authorized representatives, or any independent auditor identified by the City, and will do so in the form requested by the City, any authorized representative, or any independent auditor identified by the City, as the case maybe.

A4.7 No Control of Records

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

A4.8 Auditor General

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

A5.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A5.1 No Assignment

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

A5.2 Agreement Binding

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

A6.0 FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

A6.1 General. The Operator 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 Program;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Program, the Funds, or both;

- (d) unless otherwise provided for in the Agreement, any information the Operator provided to the City in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Operator provided it and will continue to be true and complete;
- (e) it will not spend Funding on ineligible expenditures;
- (f) it will not spend Funding on expenditures unrelated to the objectives of CWELCC;
- (g) it will not make expenditures that are not at fair market value;
- (h) it will not make transactions with a related party;
- (i) it will meet deadlines relating to the City's request for information, documentation, and reporting;
- (j) it will comply with the requirements under the CWELCC System, applicable guidelines or any other specific deadlines indicated by the City of London;
- (k) it will not use CWELCC System funds not in accordance with the requirements and any applicable guidelines provided by the City;
- (l) it will complete its annual Licensed Child Care Operations Survey, as per O.Reg.137/15 (77);
- (m) it will not close for more than 2 consecutive weeks and shall not close for more than 4 weeks within a calendar year while the Operator is receiving full funding from the CWELCC System.

A6.2 Execution of Agreement. The Operator 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.

A6.3 Governance. The Operator represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Operator's organization;
- (b) procedures to enable the Operator's ongoing effective functioning;
- (c) decision-making mechanisms for the Operator;
- (d) procedures to enable the Operator to manage Funds prudently and effectively;
- (e) procedures to enable the Operator to complete the Program successfully;
- (f) procedures to enable the Operator to identify risks to the completion of the 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 this Agreement;
- (h) procedures to enable the Operator to address such other matters as the Operator considers necessary to enable the Operator to carry out its obligations under this Agreement.

A6.4 Supporting Proof. Upon request by the City, the Purchaser will provide the City with proof of the matters referred to in Article A6.0

SCHEDULE 2.B
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$
Term of Agreement	[Insert date range of agreement]
Child Care Operator Name and Location(s)	
Contact information for the purposes of Notice to the City	The Corporation of the City of London 300 Dufferin Avenue, PO Box 5035 LONDON, ON N6A 4L9
Attention:	City Clerk
Fax:	(519)
Email:	
Contact information for the purposes of Notice to the Operator	[insert address of Operator]
Attention:	
Fax:	
Email:	

Additional Provisions:

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

SCHEDULE 2.C

PROGRAM DESCRIPTION

The commitment, knowledge and experience of Ontario's diverse range of child care and early years professionals is a key factor in the implementation of the CWELCC System.

Workforce Compensation funding is focussed on supporting Registered Early Childhood Educator (RECE) staff that are low wage earners. Increased compensation for low wage earners will help support the recruitment and retention of RECEs working in the child care sector as part of the provincial strategy to achieve system growth and ensure increased access to high quality licensed child care in Ontario.

Ontario will support the recruitment and retention of Ontario's child care workforce by providing improved compensation for low wage earners through the implementation of a wage floor and an annual increase for eligible RECE staff. In addition, workforce compensation funding will be provided to Licensees to offset wage increases for non-RECE staff associated with the increased minimum wage that came into effect January 1, 2022.

Wage floor and Annual Wage Increase

- (a) Licensees are required to bring the wage of all eligible RECE staff up to the wage floor plus benefits as identified in the ministry's Guideline Addendum.
- (b) Licensees are required to increase the hourly wage plus benefits of all eligible RECE staff annually as described in the ministry's Guideline Addendum.
- (c) Workforce compensation funding is provided to eligible RECE staff employed by a Licensee that is participating in the CWELCC System regardless of the age of the children they are supporting (e.g., not limited to staff supporting children under the age of 6).
- (d) Licensees subject to the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (PSPSFGA) are required to meet any applicable obligations under the PSPSFGA.
- (e) Licensees that are subject to the terms of a collective agreement should seek independent legal advice on implementing the wage floor and annual wage increase.
- (f) Licensees will be required to apply for the Wage Enhancement Grant to be eligible to receive workforce compensation funding.
- (g) Licensees participating in the CWELCC System prior to December 31, 2022, must issue retroactive payments to eligible RECE staff for any period after the Licensee is notified by the CMSM/DSAAB that they are enrolled in the CWELCC System during which Licensees paid eligible RECE staff wages lower than the wage floor.
- (h) Licensees participating in the CWELCC System after December 31, 2022, will not receive funding to issue retroactive payments to eligible RECE staff for wage compensation funding and will only be expected to implement the wage floor and annual wage increase on a go forward basis.
- (i) Licensees will be permitted to continue to pay eligible RECE staff below the wage floor for thirty-one calendar days after the City of London notifies them that they are enrolled in the CWELCC System. After 31 days, the Licensee would be required to pay eligible RECE staff at least the wage floor. Licensees would then be given one additional month (for a total of 60 days from the day they were notified by the City of London) to provide eligible RECE staff with a retroactive payment for any wages that were below the wage floor, retroactive to the date their enrolment in the CWELCC System was confirmed by the City of London.

- (j) Licensees are not permitted to use workforce compensation funding to provide compensation to eligible RECE staff over and above what is mandated based on the requirements set out in the Guideline Addendum without approval from the ministry.
- (k) Workforce compensation funding must be considered in addition to and not reduce other planned compensation increases for eligible staff. For example, the wage floor and annual wage increase cannot be used to reduce planned merit increases for eligible staff.
- (l) Licensees must include workforce compensation payments in each pay cheque or payment made to eligible RECE staff.
- (m) Upon receiving confirmation of enrolment in the CWELCC System from their City of London, and as new eligible RECE staff are hired, Licensees are required to share in writing, information about the wage floor and annual wage increase with eligible RECE staff.
- (n) Licensees must report on data for meeting wage floor and annual wage increase requirements as determined by the City of London and the reporting parameters set out in the ministry's Addendum to the Funding Guideline.

Minimum Wage Offset

- (a) Licensees must provide eligible non-RECE staff that were earning less than \$15 per hour (not including wage enhancement) on March 31, 2021, or were hired after March 31, 2021, and before January 1, 2022, and had wages below \$15 per hour (not including wage enhancement), Minimum Wage Offset funding
- (b) Licensees must report on data for meeting minimum wage offset requirements as determined by the City of London and outlined in the City of London Administrative procedures for the CWELCC reporting parameters set out in the ministry's Addendum to the Funding Guideline.

Mandatory Benefits

- a) Licensees will include a minimum of 17.5 % statutory benefits for any rebate or increase associated with CWELCC funding
- b) Licensees must report on data requirements determined by the City of London and outlined in the reporting parameters set out in the ministry's Addendum to the Funding Guidelines

*Note that reference to "Licensee" is a reference to the "Operator" in this Schedule.

SCHEDULE 2.D
BUDGET

Total minimum wage offset rebate plus benefits for the period of April 1, 2022 – XXXX	\$ _____
Total minimum wage offset plus benefits for the period of XXXX – December 31, 2022	\$ _____
Total wage floor rebate plus benefits for the period of April 1, 2022 – XXXX	\$ _____
Total Wage Floor Increase plus Benefits for the period of XXXX – December 31, 2022	\$ _____
Total 2022 Workforce Compensation Allocation	\$ _____

SCHEDULE 2.E PAYMENT

Retroactive Wage Floor increases will be a one-time payment to the Operator upon determination of eligibility for CWELCC system that is from the date of enrollment to the 1st of the month for the applicable period. The Operator must make these payments to eligible RECE staff no later than 60 days following the City of London's Notification of eligibility.

Wage floor increase payments for the remaining months of 2022 following notification will be paid as a notional allocation and will be reconciled at year end.

Retroactive minimum Wage offset will be a one-time rebate payment to the Operator upon determination of eligibility for CWELCC system that is from the date of enrollment to the 1st of the month for the determination of eligibility date.

Following the rebate period, payments for minimum wage offset will be an annual payment until the end of the CWELCC agreement or as otherwise stated in the Addendum that is updated from time to time.

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

**SCHEDULE 2.F
REPORTS**

The Operator must track and provide the following data elements to the City as per the following cycle:

Number of RECE program staff, RECE supervisors and RECE home visitors supported with Wage Floor <ul style="list-style-type: none"> By age group 	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of RECE program staff, RECE supervisors and RECE home visitors supported with Annual Wage Increase <ul style="list-style-type: none"> By age group 	Bi-annually *broken down monthly Note: Begins in 2023	July (for January-June) January (for July-December)
Total expenditure on Wage Floor paid out to RECE program staff, RECE supervisors and RECE home visitors <ul style="list-style-type: none"> By role category By age group served 	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Total expenditure on Annual Wage Increase paid out to RECE program staff, RECE supervisors and RECE home visitors <ul style="list-style-type: none"> By role category By age group served 	Bi-annually *broken down monthly Note: Begins in 2023	July (for January-June) January (for July-December)
Total expenditure on benefits paid out to RECE program staff, RECE supervisors and RECE home visitors <ul style="list-style-type: none"> By role category By age group served 	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of child care centers or sites support with Wage Floor and/or Wage Increase <ul style="list-style-type: none"> By age group 	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Number of non-RECE program staff, total number of non-RECE supervisors and total number of non-RECE home child care visitors supported by the minimum wage offset <ul style="list-style-type: none"> By role category By staff serving eligible and non eligible children 	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Total expenditure on the minimum wage offset paid out to Licensees for non-RECE program staff, non-RECE supervisors, and non-RECE home child care visitors <ul style="list-style-type: none"> By role category By staff serving eligible and non eligible children 	Bi-annually *broken down monthly	July (for January-June) January (for July-December)
Benefits paid out to Licensees for non-RECE program staff, non-RECE supervisors, and non-RECE home child care visitors	Bi-annually *broken down monthly	July (for January-June) January (for July-December)

<ul style="list-style-type: none"> • By role category • By staff serving eligible and non eligible children 		
---	--	--

The Operator must provide the above data points and submit this report to the City as per the following cycle:

Submission Type	Due Date
Bi-annual and Annual Funding and Tracking Workbook for Operators	January 15, 2023

1.0 POLICY FOR LATE FILING

Where an Operator files **Interim Report** and/or **Financial Statements** after the filing deadline, the City will take the following action until the City receives the submission from the Operator:

- (a) If the City does not receive the submission from the Operator within 30 days after the filing deadline, the City will inform the Operator that the submission is overdue.
- (b) If the City does not receive the submission from the Operator after 31 days, the City will reduce cash flow to the Operator by 50 percent of the Operator’s monthly payment. The City will attempt to communicate with the Operator regarding any late submissions.

1.2 If the City receives the Operator’s required submissions, the City will revert back to the normal Monthly payment process and will include in the monthly payment the total amount that the Operator is entitled to up to that point.

1.3 Should an Operator have any outstanding submissions the City may exercise its discretion by not providing funding in subsequent funding year.

ATTACHMENT 3, etc.

(such other attachments related to funding as may be approved from time to time)

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: Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program. (SS-2022-061)
Date: July 26, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions **Be Taken** with respect to Single Source Award Recommendation for Housing Identification Program Expansion and Portable Housing Benefits Program (SS-2022-061) that;

- a) the single source procurement **BE APPROVED** to administer the Housing Identification Program, at the estimated cost of \$800,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms to a maximum cost of 1,000,000, as per the Corporation of the City of London Procurement Policy Section 14.4 d) and e); to St. Leonard's Community Services.
- b) That a single source procurement **BE APPROVED** to administer Housing Allowances, at the estimated cost of \$1,084,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend to four (4) additional one (1) year terms as per the Corporation of the City of London Procurement Policy Section 14.4 d) and e); to St. Leonard's Community Services.
- c) That a single source procurement **BE APPROVED** to administer portable benefits, at the estimated cost of \$720,000 (excluding HST) for the period of September 1, 2022, to March 31, 2023, with the opportunity to extend to four (4) additional one (1) year terms subject to budget approval. The program, subject to budget business case approval, will increase each year by \$720,000 to a maximum yearly budget of \$3,600,000 in 2027.
- d) that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project;
- e) that the approval given herein **BE CONDITIONAL** upon the Corporation entering into a Purchase of Service Agreements with St. Leonard's Community Services.

Executive Summary

Civic Administration is seeking approval to procure St. Leonard's Community Services to continue to operate the Housing Identification Program with expanded capacity to centralize and administer City of London portable benefit funding provided through the Council approved Roadmap to 3000 Units initiative.

This includes reallocating existing municipal funding for housing finding, landlord liaising and administration of current housing allowances from six external agencies to the Housing Identification Program (HIP) operated by St. Leonard's Community Services. This shift will decrease the administrative complexity for both the City of London and funded agencies who currently administer housing stability services and housing allowances and streamline program delivery. Existing providers will continue to be funded to provide housing stability services, however all housing finding, and landlord liaison services will be centralized through one agency using standard practices.

This administrative change to the housing allowance program supports the achievement of the Municipal Council's Roadmap to 3000 Units initiative by making more portable benefit funding available to Londoners who need them and making it easier for Londoners to access housing allowances.

Civic Administration is seeking Council approval to work with the Housing Identification Program to transition housing finding, landlord liaising and the administration of housing allowances from existing providers to St. Leonard's Community Services HIP. It is anticipated that this transition will begin in the fall of 2022 and take up to two years.

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 support individuals and families experiencing or at risk of experiencing homelessness are strategic areas of focus within the 2019 – 2024 Housing Stability Action Plan. London needs to maintain and where possible increase 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 a coordinated response that will support the transition of individuals and families experiencing or at risk of experiencing homelessness who have a variety of support needs into permanent housing.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- 2022-23 Single Source Award Recommendation for Housing Stability Service Programs; Including Housing First, Supportive Housing and Day Drop-in Programs (CPSC: March 1, 2022)
- Single Source Procurement – London Homeless Prevention Housing Allowance Program (CPSC: February 1, 2022)
- Proposed Implementation of the "Roadmap to 3,000 Affordable Units" (Roadmap) Action Plan (CPSC: November 23, 2021)

- Contract Award Recommendation for Housing Stability Services – Request for Proposal 20 – 07 (CPSC: March 31, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under the Housing Services Act, 2011 (CPSC: December 3, 2019)

2.0 Discussion and Considerations

2.1 Purpose

The purpose of this report is to seek approval to centralize and expand the capacity of the Housing Identification Program.

2.2 Background

London is in a challenging position, like many other urban and rural communities in Ontario; where growing numbers of individuals and families with complex and high acuity health needs are under-served and facing a challenging and vulnerable life unsheltered or experiencing homelessness. It is imperative that the housing stability sector use all available tools efficiently to support individuals and families experiencing, and at risk of, homelessness to secure and maintain housing in an effort to contribute to an individual's path to recovery and stabilization. Housing First programs support individuals with high acuity/support needs and complex barriers to securing and maintaining housing. Housing First programs currently manage landlord support and the administration of housing allowances in addition to providing housing focused housing support.

There is an opportunity to create efficiencies in the housing stability system by moving the program components that are not direct client support to the Housing Identification Program operated by St. Leonard's Community Services. The Housing Identification Program assists individuals and families to secure units and supports housing stability through the monitoring of rental payments, administering housing allowances and building and maintaining relationships with landlords. The Housing Identification Program was implemented to provide these services for clients being provided in home housing stability supports for clients with low and moderate acuity/support needs.

Civic Administration is seeking approval to expand this program to provide these services for Housing First clients with high acuity and support needs, allowing Housing First programs to focus on client support. This will mean that services currently provided through seven separate organizations will be centralized and provided by the Housing Identification Program. This change will also aim to increase success in securing units in the private market by decreasing competition for units and operating under standard practices.

This shift will be gradual and take place over the next two years. Civic Administration will work with the Housing Identification Program to develop practices to support this transition. The transition will occur in a staggered approach.

The Housing Identification Program contributes to the Road Map to 3000 Affordable Units through their work securing units and administering portable benefits. Portable benefits will contribute to an estimated increase of 100 units per year for a total of 500 units by 2027.

2.3 Procurement Process

Civic Administration is recommending that a single source procurement for St. Leonard's Community Services be made under Section 14.4 d) and e) of The Corporation of the City of London Procurement of Goods and Services Policy, stating there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract and/or the required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience to ensure the continuity and expansion of the Housing Identification Program.

The request to have a one-year term for the approval of this service allows for the transition of these services from Housing First programs to the Housing Identification Program to begin. Four optional one-year renewal terms allow for further transition and the ongoing operations of this program.

3.0 Financial Impact/Considerations

The 2022-23 cost for the proposed Homeless Stability Services program agreements is estimated at \$2,604,000 and increasing by \$770,000 annually as outlined in Schedule 1 as attached to this report.

The funding for the 2022-23 Housing Identification Program will be fully funded by Municipal Affairs and Housing through the Ontario Homelessness Prevention Program (HPP). The Housing Allowances program are funded by the approved 2022 municipal operating budget.

The 2022-23 Portable Housing Benefits is funded by one-time funding from the Operating Budget Contingency Reserve as directed in the “Roadmap to 3,000 Affordable Units” Action Plan (CPSC: November 23, 2021). Civic Administration will be bringing a budget amendment business case to the 2023 Annual Budget Update and 2024-2027 Multi-Year Budget to establish funding for the program for 2023-2027.

Conclusion

This report seeks Council direction and support for the City of London to enter into Single Source Purchase of Service Agreements with St. Leonard’s Community Services for the expansion of the Housing Identification Program.

Prepared by:	Laura Cornish, Manager, Housing Stability Services
Submitted by:	Craig Cooper, Director, Housing Stability Services
Recommended by:	Kevin Dickins, Deputy City Manager, Social & Health Development

Schedule 1 – Overview of Housing Identification Allocations

2022 - 2023

Program	Agency	Cost Estimate
Housing Identification Program	St. Leonard’s Community Services	\$800,000
Housing Allowances	St. Leonard’s Community Services	\$1,084,000
Portable Benefits	St. Leonard’s Community Services	\$720,000
<i>Total</i>		<i>\$2,604,000</i>

2023 - 2024

Program	Agency	Cost Estimate
Housing Identification Program	St. Leonard’s Community Services	\$850,000
Housing Allowances	St. Leonard’s Community Services	\$1,084,000
Portable Benefits subject to budget business case approval	St. Leonard’s Community Services	\$1,440,000
<i>Total</i>		<i>\$3,374,000</i>

2024 - 2025

Program	Agency	Cost Estimate
Housing Identification Program	St. Leonard’s Community Services	\$900,000
Housing Allowances	St. Leonard’s Community Services	\$1,084,000
Portable Benefits subject to budget business case approval	St. Leonard’s Community Services	\$2,160,000
<i>Total</i>		<i>\$4,144,000</i>

2025 – 2026

Program	Agency	Cost Estimate
Housing Identification Program	St. Leonard’s Community Services	\$950,000
Housing Allowances	St. Leonard’s Community Services	\$1,084,000
Portable Benefits subject to budget business case approval	St. Leonard’s Community Services	2,880,000
<i>Total</i>		<i>\$4,914,000</i>

2026 - 2027

Program	Agency	Cost Estimate
Housing Identification Program	St. Leonard’s Community Services	\$1,000,000

Housing Allowances	St. Leonard's Community Services	\$1,084,000
Portable Benefits subject to budget business case	St. Leonard's Community Services	\$3,600,000
<i>Total</i>		<i>\$5,574,000</i>

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Homeless Prevention Head Lease Pilot Program Update
Date: July 26, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions **Be Taken** with respect to Homeless Prevention Head Lease Pilot Program Update that this report **BE RECEIVED** for information purposes.

Executive Summary

Civic Administration is recommending that an external agency be procured to deliver the pilot Head Lease program for one additional year.

From December 2020 to July 2022, Housing Stability Services conducted a municipally funded and administered pilot Head Lease Program to explore a housing model intended to facilitate the rapid delivery of affordable transitional housing for individuals and families experiencing homelessness. Through this innovative model, private market rental units were leased by The City of London and occupied by individuals and families experiencing homelessness.

Through this 19-month pilot program, a total of twenty individuals experiencing homelessness were transitionally housed in sixteen private market head lease units. Program participants were supported with life skills development to promote successful tenancy.

By the end of the pilot program (July 2022), sixteen program participants had secured either permanent or transitional housing through the support of the pilot program. Of the four participants who were unable to secure permanent housing, two moved out of London and two returned to homelessness. Overall, this represents an 80% program success rate.

The pilot program required a significant level of administrative support. Civic Administration is recommending a second one-year pilot of up to 25 units to test the model when operated through a third-party support organization.

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, The Housing Stability Action Plan (*Housing Stability for All*) 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. The Head Lease program supports the implementation of key strategies in the Housing Stability for All Plan.

Core Area Action Plan

Establishing a head lease program is identified as a short-term action in the Core Area Action Plan.

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 a coordinated response that will support the transition of individuals and families experiencing or at risk of experiencing homelessness who have a variety of support needs into permanent housing.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Homeless Prevention Head Lease program (Single Source 20-34) (CPSC: January 19, 2021)
- Homeless Prevention Head Lease program (Single Source 20-34) (CPSC: November 3, 2020)
- Homeless Prevention Standard Form Occupancy Agreement for Head Lease Units (CPSC: March 31, 2020)
- Housing Stability Plan, 2019-2024 (CPSC: December 3, 2019)

2.0 Discussion and Considerations

2.1 Rapid Rehousing Through Head Leasing

The pilot program was intended to create rapid rehousing opportunities for individuals and families who had been unable to resolve their homelessness, supporting individuals to secure housing as quickly as possible.

Through Lease Agreements, the City secured 18 units in the private market for use as transitional housing with support for individuals and families experiencing homelessness. Leases for two bachelor units ended during the pilot because the units did not meet the needs of the program. Individuals and families on the City of London Coordinated Access Priority List were “matched” to affordable units (based on individual choice) leased by the City and provided housing support services to promote successful tenancy through life skills development.

The units were occupied by individuals and families on a transitional basis. As housing stability increased for the individual or family they were supported to secure permanent housing of choice.

On April 7, 2020, Municipal Council approved the Homeless Prevention Standard Form Occupancy Agreement for Head Lease Units.

A competitive process was undertaken to secure units for the pilot program. On June 15, 2020, an Expression of Interest (EOI) was released through Procurement to seek interested landlords for the Homeless Prevention Head Lease program. The EOI was posted for three weeks on Bids and Tenders and the link was distributed to City of London Housing and Realty Services, Housing Development Corporation, London St. Thomas Real Estate Board, London Property Managers Association, London Homeless Coalition and the London Homeless Prevention Network. The EOI did not receive any responses.

In addition to the EOI, communications released social media messaging to increase awareness about the pilot program. There was not any interest generated from social media.

On November 10, 2020, Municipal Council approved a Standard Lease Agreement for the pilot program and Single Source procurement of two homes to Wastell Homes at an estimated cost of \$80,000. On January 25, 2022, Municipal Council approved a Single Source procurement of 186 King Street Holdings Incorporated at an estimated cost of \$210,000.

2.2 Head Lease Pilot Program Update

The pilot program was developed and implemented using an enterprise-wide approach. Departments that contributed to the success of the program include and are not limited to Legal, Risk Management, Finance, Procurement and Supply Services, Life Stabilization, Facilities, Corporate Security and third-party housing support programs.

The innovative pilot program provided an opportunity to apply and test a head lease model for individuals experiencing homelessness.

Between December 2020 and July 2022 four landlords participated in the pilot program with a total of 18 units secured through one year lease agreements. The units included fourteen bachelor units, one one-bedroom unit, one two-bedroom unit and two three-bedroom units located in various areas of the city. Leases for two bachelor units ended prior to occupancy resulting in a total of 16 units being used during the pilot. The final leases ended July 1, 2022.

Individuals matched to housing support programs through London's Coordinated Access were housed in available head lease units based on the individual or households housing support and housing plan. While residing in the head lease unit, occupants were supported by the housing support program to develop life skills aimed at successful tenancy and to secure housing. Supports were provided in the head lease units and focused on the specific needs of each household.

A total of 20 individuals were transitionally housed with supports in 16 units during the pilot program.

- Households included individuals, couples, roommates, and a family.
- Households matched to the program were identified as having high acuity/support needs.
- Most individuals matched to the program were identified as experiencing chronic homelessness and/or were known to sleep unsheltered.
- There were three individuals who moved from one head lease unit to another head lease unit/location during their participation in the program.

Overall, the pilot program was successful in supporting most participating individuals to secure transitional or permanent housing. Following the program, the 20 individuals had the following outcomes:

- 11 secured permanent housing.
 - 5 secured permanent housing in the same unit they resided in while participating in the program.
 - 6 secured permanent housing unit in another location.
- 5 secured transitional housing.
- 2 moved out of the city
- 2 returned to homelessness.

3.0 Financial Impact/Considerations

On November 10, 2020, Municipal Council approved the reallocation of one-time 2020 assessment growth funding originally intended for the Housing Allowances program to a maximum of \$300,000 to the Head Lease Pilot Program.

Effective July 2022, the total cost of the program after recovering occupancy fees was \$144,942. The total cost will increase marginally upon receipt of final invoices.

Expenses	
Rent	\$183,735
Other Costs (example: utilities, damages, keys, unrecovered occupancy fees, etc.)	\$15,371
Revenue (Occupancy fees recovered)	- \$54,164
Total Expenses	\$144,942
Total Funding Remaining as of July 2022	\$155,058

Civic Administration is proposing to invest the remaining funding upon completion of current phase to continue the delivery of the Headlease Program Pilot through an external agency.

4.0 Key Issues and Considerations

A pilot program enabled administration to test a head lease model while flagging considerations for the potential implementation of similar programs. During the pilot, practices were continuously shifted to create improvements and efficiencies in the approach.

Key Findings

- Head Lease units provided a low barrier option for individuals and families experiencing homelessness with challenges attaining housing on their own.
- Head lease units provided an opportunity for individuals and families to stabilize and work towards their housing goals.
- Administration of the Head Lease program requires dedicated staffing. The administrative requirements of the Head Lease pilot program were greater than anticipated during the development of the program. Ongoing coordination with internal departments and external housing support programs is required.

Civic Administration is recommending that an external agency be procured to deliver the pilot Head Lease program for one additional year. The second pilot would test the model with up to 25 units when operated directly by a housing support program.

Civic Administration will procure an external organization under Section 12 of the Procurement of Goods and Services Policy (Request for Proposal) and obtain approval from the appropriate authority for an agreement to deliver the Head Lease pilot program for one additional year. An update report will be brought forward to a future Council meeting.

Conclusion

The Head Lease pilot program demonstrated an 80% success rate in supporting individuals to end their experience of homeless by securing housing. Continuation of this pilot program would support more Londoners experiencing homeless to secure permanent housing.

Prepared by:
Submitted by:
Recommended by:

Laura Cornish, Manager, Housing Stability Services
Craig Cooper, Director, Housing Stability Services
Kevin Dickins, Deputy City Manager, Social and Health Development

Hello,

Please include the attached pdf file, as well as the following statement as my formal written request for delegation status at the Community and Protective Services Committee meeting on July 26th, 2022:

I am requesting delegation status for the Community and Protective Services Committee meeting on July 26th, 2022 to address the committee regarding the lack of action this year on the calls I made to the CPSC last May 2021 to educate the public on the harms of fireworks. I will be reiterating key points from the delegation made last May 2021 while referring to the pdf I'm submitting with this request with my list of sources.

I will be asking the committee to include some of these basic, research-based environmental and human harms caused by fireworks that I have listed in my sources document in the survey about Londoner's "Thoughts on Fireworks". If Londoners aren't informed about the consequences of fireworks shows, how can they possibly offer informed opinions on what they believe the right decision is? This topic is very relevant to London's Climate Action Emergency, so it can't be a decision strictly made by polling citizens' uninformed opinions.

I would like to request access to the meeting via zoom as I will still be at work when it is scheduled to begin.

Thank you for your time and assistance.

Take care,

Becca Amendola

Fanshawe College Student, Kings University College Student

ACORN London Volunteer

President of EnviroFanshawe Club

Fireworks Ban Research Summary

Locations that have some form of ban on fireworks:

A. Permanent Bans

1. Banff, Alberta, Canada
(<https://www.theglobeandmail.com/canada/article-banff-ditches-big-bang-canada-day-fireworks-to-protect-wildlife/>)
2. British Columbia, Canada (Districts of Sicamous and Campbell River)
(<https://www.saobserver.net/news/district-of-sicamous-to-ban-consumer-fireworks/>)
3. Massachusetts, USA (ban on all consumer fireworks,
<https://www.americanpyro.com/state-law-directory>)
4. Santa Fe, New Mexico, USA
(<https://www.krqe.com/news/new-mexico/city-of-santa-fe-bans-fireworks-puts-other-fire-restrictions-in-place/>)
5. San Francisco Bay Area, California, USA (ban on all consumer fireworks, professional shows allowed
<https://sf-fire.org/fireworks-public-safety-announcement-2010>)
6. Vancouver, Washington, USA
(<https://www.cityofvancouver.us/fire/page/vancouver-fire-department-reminds-residents-about-fireworks-ban-1>)
7. Collecchio, Parma, Italy (ban on all but silent fireworks
<https://www.dailyrecord.co.uk/news/uk-world-news/town-using-silent-fireworks-stop-13532234>)
8. China (444 cities as of January 2018; Began with Beijing in 1986),
(<https://www.reuters.com/article/us-lunar-newyear-china-fireworks-idUSKBN1FV100>)
9. New Delhi, India (ban specific to firecrackers
<https://www.reuters.com/world/india/delhi-orders-ban-pollutive-firecrackers-ahead-diwali-save-lives-2021-09-16/>)
10. Illinois, USA (ban that allows only wire or wood stick sparklers and other novelty items, <https://www.americanpyro.com/state-law-directory>)
11. Vermont, USA (ban that allows only wire or wood stick sparklers and other novelty items, <https://www.americanpyro.com/state-law-directory>)
12. California, USA (In California, ground, and handheld sparkling devices are legal, as are cylindrical and cone fountains, wheel and ground spinners, illuminating torches, and certain flitter sparklers. Anyone 16 or older is able to purchase those, but only from noon on June 28 through noon on July 6. Illegal are things like firecrackers, roman candles, chasers, wire and wooden stick sparklers, and skyrockets.
<https://www.rd.com/article/states-where-fireworks-are-legal/>)

B. Temporary bans within Ontario (to discourage gatherings during COVID lockdowns)

1. Mississauga (reverse for July 1st), Ontario
2. Hamilton, Ontario

3. Oshawa, Ontario
4. Flagstaff, northern Arizona, USA, a new laser light show will replace the standard pyrotechnic display because of concerns about sparking wildfires. Jn. 22, 2022,
<https://www.ctvnews.ca/world/some-u-s-cities-nix-july-4-fireworks-for-shortages-fire-dangers-1.5964513>)

Locations where bans have been requested (and who submitted the request):

1. London, Ontario – Rebecca Amendola, 2021
2. Newmarket, Ontario – Rick Butts
(<https://www.thestar.com/local-newmarket/news/2021/06/14/barbaric-and-primitive-newmarket-man-calls-for-fireworks-ban-ahead-of-canada-day.html>)
3. Collingwood, Ontario - Deb Doherty, 2022
(<https://barrie.ctvnews.ca/town-of-collingwood-considers-banning-fireworks-1.5960904>
https://www.collingwood.ca/sites/default/files/docs/2012-064_fireworks_display_consolidated_2021.pdf)
4. Tofino, Vancouver Island – Brent Baker
(<https://www.cheknews.ca/tofino-considering-potential-fireworks-ban-after-complaints-rise-777140/>)
5. Portland, Oregon – Local Fire and Rescue
(<https://www.portland.gov/fire/your-safety/fireworks-banned-portland>)
6. Nova Scotia – Group called Ban Private Fireworks in Nova Scotia
(<http://www.banfireworksnovascotia.org/>)

Alternatives:

1. Pyrotechnics display like you might see at a rock concert (special-effect pyrotechnics)
2. “Low-noise” fireworks, which operate the same as regular ones but without as big of a “boom”
 - a) Silent fireworks are made of vegetable oils, so they are non-toxic (“green crackers”
<https://www.firstpost.com/india/what-are-green-crackers-and-what-makes-them-eco-friendly-and-less-polluting-10104851.html>)
3. Parades and/or festivals
(<https://www.nsnews.com/local-news/vancouver-bc-fireworks-cancelled-canada-day-2022-5388318>)
4. Annual community drone or laser light show (done in Sydney, Australia)
 - Product example: <https://www.ebay.com/p/691448800> or <https://www.amazon.ca/Uncle-Milton-Fireworks-Light-Show/dp/B0051MMFRS>
Example: North Star Laser Shows, Waterloo, Ontario. Put on the Canada Day drone light show for the City of Waterloo, <https://www.northstardroneshow.com>,
(<https://globalnews.ca/news/6061850/waterloo-canada-day-2020/>)

5. Municipal drive-thru light display (examples can be seen as Christmas displays in Waterloo and Niagara Falls)
6. Recyclable confetti poppers (to replace sparklers) (<https://ultimateconfetti.com/>)
7. Laser light show: <https://lasertech-canada.com> out of Montreal. They did the show for the Hyde Park Business Improvement Association's Pond Fest in June 2022.

Reasons for ban:

1. Environmental preservation:
 - (a) Negative impacts on wildlife
 - I. Birds "flee en masse"; the 2010 New Year's celebration in Beebe, Ark., saw 5,000 blackbirds drop out of the sky (source: article on Banff, Alberta listed above)
 - i. Documented cases of ground-nesting birds abandoning their nests and flightless chicks, resulting in permanent separation and eventual death
 - II. Deer fling themselves into roads and cars
 - III. Horses have heart attacks and keel over
 - IV. Some domestic pets develop heart problems, nausea, tremors, debilitating fears, and light-headedness
 - V. Animals may be too close to the explosion and receive burns or eye damage
 - (b) Increase in unnecessary pollution
 - I. Highly toxic gases and pollutants are generated that poison the air, the water, and the soil (concentration of particulate matter in the air is about 42% greater during shows)

(<https://www.forbes.com/sites/grrlscientist/2019/12/31/festive-fireworks-create-harmful-pall-of-pollution/?sh=206aa09a2853>)

 - i. Within 1 hour of fireworks displays, strontium levels in the air increased 120 times, magnesium 22 times, barium 12 times, potassium 11 times, and copper (Cu) 6 times more than the amount already present in the air before the event (lithium also used in some fireworks)
 - II. Significantly adds to the total annual concentrations of metal emissions
 - i. Any toxic chemicals added to the environment are permanent and compounding
 - III. Fireworks also add dangerous gases and aerosols to the atmosphere (such as ozone)
 - IV. Chemical reactions in fireworks explosions release smoke and gases such as carbon dioxide, carbon monoxide, and nitrogen (some primary greenhouse gases responsible for climate change)
 - V. Shows increased nitric oxide (NO) and sulfur dioxide (SO₂) levels, (primary contributors to acid rain) which are also primary greenhouse gases that irritate the lungs and throat
 - (c) Increased risk of fires

- I. According to the Office of the Ontario Fire Marshal, fireworks were responsible for 129 fires and almost \$2.5 million in damage in Ontario between 2009 and 2013 (source is the article about Banff, Alberta above)
 - II. Many people don't seem to realize that fireworks are not allowed during a fire ban
2. Health impacts on vulnerable populations
 - I. Fireworks send over 9,000 people to the emergency room per year (<https://www.ahchealthenews.com/2019/07/03/fireworks-sent-this-many-people-to-the-emergency-room-last-year/>)
 - i. Inhaled or ingested, these metals can cause a huge variety of short- and long-term reactions, ranging from vomiting, diarrhea or asthma attacks, to kidney disease, cardio-toxic effects, and a variety of cancers
 - ii. Hospital admissions for asthma and other breathing problems peak the day following a show
 - iii. Relative risk of cardiovascular mortality increased to as high as 125.11% and the relative risk for cardiovascular morbidity increased by 175.16% after a show
 - II. Levels of some metals remained elevated above background levels for days after the event as a reservoir of metal-containing dust persisted within the urban area where it can be easily inhaled
 - III. Between 2005 and 2020, there were 136 deaths from fireworks misuse in total or 8.5 deaths per year on average

Articles about recent deaths caused by fireworks:

 - <https://toronto.citynews.ca/2022/06/19/2-men-charged-in-fatal-fireworks-explosion-that-killed-4/> - 4 deaths
 - <https://www.usatoday.com/story/news/nation/2022/07/05/july-4th-fireworks-deaths-2022/7809482001/> - 2 deaths
 - <https://www.latimes.com/california/story/2022-07-05/fireworks-explosion-kills-montebello-man-during-fourth-of-july-celebration> - 1 death
 - <https://nypost.com/2022/07/06/fireworks-blast-kills-california-man-on-july-fourth/> - 1 death
 - <https://www.sacbee.com/news/nation-world/national/article263223493.html> - death
 - <https://www.nytimes.com/2021/06/30/us/fireworks-injuries-july-fourth.html> - 2020 USA states on injuries and deaths
 -
3. Use has increased exponentially:
 - I. Importing of fireworks into Canada increased by almost 800% over the last 10 years (<https://www.thelandbetween.ca/living-in-the-land-between/fireworks/>)
 - i. This means all of the above-mentioned negative impacts are also increasing

NOTE: Any approach to a ban will only be possible and successful with significant investment in a robust district-wide education program to teach the public about all of the information listed above – which is completely within the council's means to implement

Greenhouse Gas Emissions:

“As explained by Tree Hugger, fireworks in the U.S. emit about **60,340 metric tons of CO2 every year**. To put that in perspective, that's a bit more than what 12,000 gas-powered cars emit in a year, Tree Hugger noted. Furthermore, fireworks emit a significant amount of ozone, which is also a greenhouse gas, as well as a secondary pollutant, according to a study published in the journal” (<https://www.greenmatters.com/p/fireworks-environmental-impact>)

“...**when the fireworks go off, the metal salts and explosives undergo a chemical reaction that releases smoke and gases into the air**. That includes carbon dioxide, carbon monoxide, and nitrogen—three greenhouse gases that are unfortunately responsible for climate change.” (<https://brightly.eco/fireworks-environmental-impact/>)

Greetings Ms. Bunn,

Could you please see that the attached letters are added to the agenda for the CPSC meeting on July 26, 2022? I would also like to request delegation status to speak to the committee on both topics ~ one addressing the fireworks by-law and the other addressing public signage by-law.

I grant permission for my correspondence to be added to the agenda.

Thank you.

Kindest Regards,

Deanna Ronson

To: Mayor Ed Holder, Members of the Community and Protective Services Committee

From: Deanna Ronson

Re: 9th Meeting of Community and Protective Services Meeting, July 26, 2022, Fireworks By-law PW - 11

Greetings Mayor Holder and Committee Members,

We are writing to you on the topic of fireworks and London's Fireworks By-law PW - 11.

While we are grateful that City Staff has initiated public engagement on the matter, we have a few concerns.

First, we feel that the City's survey "Your Thoughts on Fireworks" was poorly designed.

a) the question asking if residents support a ban on fireworks is very black and white. It groups all types of fireworks together, including consumer and professional fireworks and does not allow people to support a ban that would distinguish between types of permitted and restricted fireworks.

b) there is no collection of demographic information. For example, it may be important to know how many people who self-identify as living with a disability are negatively impacted.

Second, aside from pursuing feedback from Londoners, we request that the Community and Protective Services Committee present a motion directing City Staff to research alternative forms of light displays similar to a motion put forward by Council for the Town of Collingwood.¹

We ask that the CPSC request that City Staff research alternative forms of light displays to traditional fireworks for the following reasons. Traditional Fireworks:

*create pollution in our air, land and waterways (<https://bit.ly/3BI0qrE>)

*start tens of thousands of accidental fires every year (U.S. stats, <https://bit.ly/3wUhukW>)

*can cause respiratory distress in humans (<https://wbur.fm/3xTwDUF>)

*cause injury, disorientation and death in wildlife (<https://bit.ly/3Br8Sp8>)

*can cause exacerbation of symptoms in persons with PTSD, cPTSD, Autism, and other disorders (<https://bit.ly/3roYcTJ>)

*cause thousands of injuries to humans every year, including death (<https://bit.ly/3hPAY5M>)

Regionally and nationally, there has been a trend toward alternate forms of fireworks/light shows.

For Canada Day, 2022, the City of Waterloo contracted North Star Drone Shows (<https://www.northstardroneshow.com>) to provide a drone light show for the City's celebrations. North Star's prices for a custom-designed Drone Light show range from \$16,905.00 (for a 50 drone show) to \$196,075.00 (for a 500 drone show).

This year, the City of London spent approximately \$19,000 on the Canada Day Fireworks show. Given this budget and perhaps some local corporate sponsorship, it would be easy to make a switch to drone shows. If Waterloo can do it, then, so can we.

Earlier in June, 2022, the Hyde Park Business Improvement Association hosted a laser show for its PondFest.

The HPBIA contracted a company out of Montreal for its show, LaserTech Canada (<https://lasertech-canada.com>). The laser show was approximately \$15,000. The HPBIA had a budget for the show, plus one corporate sponsor. The organization works with LaserTech to get special permits including clearing with fire/police. LaserTech worked with Transport Canada to get air space clearance. The only potential barrier to a laser show is that a 30' minimum clearance is required for optimal viewing of the lights.

An additional alternative is "Quiet" Fireworks. In 2018, Banff, Alberta switched to quiet, or "low noise" fireworks; the Calgary Zoo switched in 2012 and Collechio, Italy in 2015. "Quiet" fireworks produce the same light show without the loud "bang."²

While our group's main focus right now, is seeing that City Staff begin the appropriate research so that we can begin deliberations later this Fall or by early 2023, we also have a three-year plan that we would like to see implemented.

Year 1, a shorter sales period for consumer fireworks, especially from the pop-up sales vendor, fewer sales points and tighter regulations on the type of consumer fireworks that are sold. (Please see attached Appendix - Licensing Questions for more details.)

Year 2, a full ban on consumer fireworks (sales and detonation), while licensed displays of regular fireworks and other larger organizations (holding permits) continue.

Year 3, a full ban on traditional fireworks, with the City and other organizations employing alternative light shows using either quiet/no noise fireworks, laser light shows or drone light shows.

In order to achieve the goals above, City Staff will also need to research how successful bans have been achieved in municipalities across Canada and the U.S.

We believe that the three-year plan above is not only reasonable, but also viable and feasible with your help.

Thank you for your time.

Sincerely,

Deanna Ronson
Becky Amendola
Co-founders of Londoners for Quiet Fireworks

Appendix

Licensing Questions Attachment

Here are some questions about the licensing of vendors which we believe will help facilitate the ongoing discussion:

- 1) Where would the public see a list of the vendors by address along with a copy of the license/contract they have with the city?
- 2) What steps does the city routinely take to make sure the vendors are in full compliance with all of the requirements contained in the Fireworks By-law?
- 3) Are full inspections of the vendors' premises regular and routine, or are they only done on a complaint basis?
- 4) How does the city compile the inspection results and how would the public access these reports?
- 5) What requirements has the city placed on the vendors in terms of their public education requirements at the point of a sale?
- 6) How does the city make sure that only the products listed in the by-law are available?
- 7) How much revenue does the city receive from each vendor, and how would the public view this data?
- 8) How does the city determine the number of licensed stands that are licensed, and how are these allocated to the vendors. Is it first come, first serve, are there location limits as to how close they can be, is there a lottery if more vendors apply than space? Or are unlimited licenses available so long as a vendor has procured space from a property owner?
- 9) Many of the stands are decorated with very large graphic and colourful representations of the product. These displays face the street prior to the opening date for the 7-day window period. Are these displays otherwise in compliance with the signage bylaw, and can they be further limited to the seven-day window period for sales?

10) When the stands are open during the seven-day window period, there are also large flags and banners placed on or near the municipal roadway. Are these so close to the street permitted? Or is advertising limited to the private property they have let? Are additional permits required from the city for flags, banners and other trade-ads that are clearly designed to attract the attention of passing motorists?

11) Has the impact of encouraging passing motorists to make a quick turn off in order to make an impulse purchase been considered? Have traffic engineers looked at the safety of quick turns, U-turns, and in-and-out from lots been considered?

Endnotes

¹ NOTICE OF MOTION

15.1.

Consideration of Alternate Forms of Light Displays, Councillor Doherty

WHEREAS there is a growing concern about the negative impacts of fireworks on wildlife and domestic animals, in which the loud noise causes panic responses that can have dire consequences on animal health and well-being;

AND WHEREAS the loud noise from fireworks has been demonstrated to be disturbing to the elderly and people living with autism and post-traumatic stress disorder;

AND WHEREAS traditional fireworks also have serious environmental impacts caused by noxious gases and pollutants that poison the air, the water and the soil, making them toxic to birds, wildlife, pets, livestock, and also create a risk of fire;

AND WHEREAS many municipalities throughout Canada, the US and Europe, including Banff, Caledon, San Francisco, and London have banned traditional fireworks outright or and have chosen to use other forms of light displays including "quiet" fireworks or drone displays;

AND WHEREAS the banning of traditional fireworks in Collingwood would be consistent with our commitment to the health and safety of our residents and our declaration of a climate crisis;

THEREFORE BE IT RESOLVED THAT the Council of the Town of Collingwood direct staff to consider alternate forms of light displays for special events and to include these recommendations in the 2023 budget discussion. (<https://collingwood.civicweb.net/document/104723/>)

² <https://www.theglobeandmail.com/canada/article-banff-ditches-big-bang-canada-day-fireworks-to-protect-wildlife/>

Greetings Ms. Bunn,

Could you please see that the attached letters are added to the agenda for the CPSC meeting on July 26, 2022? I would also like to request delegation status to speak to the committee on both topics ~ one addressing the fireworks by-law and the other addressing public signage by-law.

I grant permission for my correspondence to be added to the agenda.

Thank you.

Kindest Regards,

Deanna Ronson

To: Mayor Ed Holder, Members of the Community and Protective Services Committee

From: Deanna Ronson

Re: 9th Meeting of Community and Protective Services Meeting, July 26, 2022, Signage Containing Graphic Images of Alleged Aborted Fetuses

Greetings Mayor Holder and Committee Members,

In the Fall of 2020, the city of London was heavily inundated with brainwashed young volunteers from the CCBR distributing flyers and displaying signs covered with graphic images of alleged aborted fetuses.

Joyce Arthur, the Executive Director of Abortion Rights Coalition of Canada and I began a counterattack calling upon the City to enact by-laws that would end this anti-woman hate propaganda.

We called for the City to create:

1. An amendment to an existing bylaw or a new bylaw that would ban the delivery of flyers to homes that have a "no flyer" sign. (Calgary, Winnipeg and Ottawa already have these bylaws)
2. An amendment to an existing bylaw that would state that the content of any signs, including temporary signs, must adhere to the Canadian Code of Advertising Standards.

In regards to number one, although we later changed our wording and requested a full ban (regardless of "no flyer" signs), I think we achieved an effective compromise in allowing these flyers to be distributed in an opaque envelope with a warning label on the outside.

In regards to number two, we have yet to have reached our goal. We were told in the Fall of 2020 that it was best to focus on only one change at a time. Since that time, anti-choice protestors have continue pop-up around London, particularly close to LHSC. These protestors purposely attempt to distract passing motorists by standing on congested street corners very close to the road; in some instances blocking traffic signs. This is a traffic safety concern not only for motorists, but pedestrians.

When the imagery is shown on city streets, hapless pedestrians and drivers may pass by without warning, or drivers may be caught in traffic and cannot

escape for several minutes. Free speech rights do not extend to forcing oneself on a captive audience, which must have the equal freedom to avoid the message without undue inconvenience or restriction of movement.

As with the issue of flyers containing graphic images of alleged aborted fetuses, the main issue at stake, is the grievous harm (of which, the municipal council has received substantial evidence) that has been perpetrated on thousands of residents of London (and visitors to our city), when they happen upon these signs in public.

We believe that the City of London has the authority to pass a new or updated sign by-law banning these images and that such a by-law will be defensible under Section 1 of the Charter. There is no right to freedom of expression when your audience has no ability to refuse the message.

Since we have achieved our first goal (a flyer by-law), it is now time to act on pushing through our second goal and we need your help to do so.

On June 15, 2022, Toronto's City Council adopted the following motion without amendments,

"City Council request the Executive Director, Municipal Licensing and Standards and the General Manager, Transportation Services, in consultation with the City Solicitor, to assess and report to Executive Committee with options to prohibit the distribution of graphic imagery to private residences, as well as prohibit and regulate the display of graphic imagery in the public realm, based on the interventions proposed by other Canadian jurisdictions."

Ms. Arthur and I would like to request that a member of the CPSC put forward a similar motion at this afternoon's meeting.

A CPSC motion could read something like this,

"The CPSC requests that City Staff, in consultation with the City Solicitor assess and report back to the CPSC with options to prohibit and regulate the display of graphic imagery in the public realm."

We understand that it will be impossible to see this motion through to a by-law being put in place before Council ends this term. However, it is our hope that by requesting that City Staff start researching the feasibility and legality of options now, we will have a head start on CPSC and Council being able to take decisive action on this matter in early 2023.

Thank you for considering our request.

Sincerely,

Deanna Ronson
ARCC, member
Joyce Arthur,
ARCC, Executive Director,

Re: Water for Dogs at the Pottersburg Dog Park

July 16, 2020

Dear Chair and members of the CPSC,

For a few years, patrons of the Pottersburg Dog Park have been requesting a water supply to accommodate thirsty canines on hot days. As shown below, nearby communities have provided this service in their parks. Since this is not an item that has been made eligible for Neighbourhood Community Decision Making, I would like your support in providing this amenity funded from the Community Investment Reserve Fund. The project aligns with our strategic plan under *Strengthening Our Community* and *Leading in Public Service* (recognizing that we can't lead until we catch up). This process aligns with our mission to be *A responsive and modern public service partner that fosters change to build a better London for all*, and our value to be *Driven by Community*. I offer the following motion for the committee's consideration:

That city staff BE DIRECTED to install a water supply for dogs in the Pottersburg Dog Park with funding supplied from the community investment reserve fund.

Sincerely thanks,

Michael van Holst
Councillor Ward 1

Stratford



Strathroy



St. Thomas



Lucan



To Whom it may concern,

As a frequent user of this wonderful dog park; which should surely be considered and promoted as one of London's Gems; it sadly it lacks a source of water for London's four legged friends!

Dog parks around the London area for the most part, provide fresh water for their four legged citizens. With climate change, extreme heat and the need to keep these friends off the hot asphalt and sidewalks, the need for water in the park should no longer be a want - but a need .

Being somewhat new to the Pottersburg dog park, my wife and I cant believe how many people and dogs enjoy this park daily. I would be confident in saying that it has to be one of the most used parks (recreational or dog park) in the city, both with dogs and people in the city on a daily basis.

I also believe that with the addition of water and calling it a dogpark with water station, with signage on the 401 giving direction as such, the economic impact that it would bring to buisnesses in London's East end would far outway any costs passed onto the city taxpayer and benefit our four legged citizens greatly!

Sincerely

Potterburg Dog Park users

Mark and Linda Cammaert

Greetings and good morning I would like to respectfully request to speak to the committee regarding the need for water at Pottersberg dog park.

I represent over 300 plus dog owners who use the park on a daily basis and over the last 2 years, this has become so popular that upon arrival at the park, there are no available parking spots.

I would therefore like permission to speak to this issue at the July 26 meeting.

Thank you in advance

Rick Haslip representing

FB Group Pottersberg Paws

To whom it may concern;

Thank you for the opportunity to give my input on this issue.

AS a long time user of Pottersburg dog park (about 20 years) and the current owner of 3 dogs, I would be extremely grateful for a water source. We do carry our own water when going , however, having enough for 3 dogs , especially when it is hot outside, is very difficult.

I know that I am also not the only one with multiple dogs, and thankfully I am blessed to have a vehicle to get to the park. I know that there are alot of people who do not . They walk. When we are going to the park , our fur babies are the top priority, but as someone who is over 50 and able bodied , I can see that this would be difficult for others who may not be.

When discussing this with my husband, he made a very true statement . Our dogs are like our children. WE care for them , attend to their needs , basic and above and beyond. Would we send our children to go out and run around for an hour or two and begrudge them a fresh drink of water?

I do not think that this is a big ask. The pollution plant is right across from the park, so tapping into a water supply should not be a huge task. Even if it is a pump type faucet. If there was someone there not able bodied to get the water, someone will assist. We are all like a big family at the park.

Proud member of Pottersburg Paws FB,
Terri -Lynn Gray

Re: Homelessness vs camping and transitional housing

July 16, 2022

Dear Chair and members of the CPSC,

Homelessness in London continues to be a growing challenge with a great demand for both transitional and permanent housing. For people sleeping in the rough, we have numerous policies for where they cannot stay but few options for where they can. There are multiple demographics experiencing homelessness and to be successful we may need to tease apart the challenge and assist those demographics individually with transitional housing. London may benefit from a spectrum of transitional housing types. As a means of providing more options I am accepting staff's invitation to bring forward a motion to CPSC and look for your support.

MOBILE TEMPORARY TRANSITIONAL HOUSING UNITS

The idea of the housing first model was to provide "the right housing at the right time with the right supports". We may want to expand our thinking beyond the perception that right housing always means an apartment. For someone who slept on the sidewalk beside a shopping cart of belongings last night, the right housing at the right time could be a Conestoga Hut tonight. These modest mobile shelters and the more elaborate ones built by Andy Spriet provide privacy, security and storage capacity well beyond that of a tent. It would be helpful if, in any situation and for any individual, we could offer them an accommodation superior to what they presently have in a way that reduces the challenges associated with homelessness both for themselves and the community at large.

Conestoga Hut



Mobile Shelter



In the past, we declined to pilot of this type of lodging ourselves and in retrospect we may have missed out on the opportunity to gather much useful data for future initiatives. I suggest that we reconsider the idea of a pilot focused on assisting high-risk individuals and do so in a way that could be replicated in other communities. I say this because solving homelessness in London could be a self-defeating proposition if more and more individuals experiencing it come or are sent here from other communities they because believe we have it figured out and they can't follow suit.

Such a pilot would fit in with our strategic plan in terms of STRENGTHENING our Community as we are assisting our most vulnerable, CREATING a Safe London for Women and Girls as we anticipate a gender lens that prioritizes those who recognize the additional vulnerabilities they share, and LEADING in Public Service since many municipalities are struggling to innovate homelessness solutions.

At present, our own community is taking on the role providing this kind of shelter. I see this as good because the corporation never had and never will have the resources to address the challenge on its own. However, because this is a new strategy, organizations and individuals may be looking for us to provide guidance and clear expectations for their efforts to help.

CAMPING

When you consider that camping is an attractive recreational activity, it is not surprising that people might choose this option when finding themselves homeless.

One obvious way to introduce helpful structure to the situation is to build a campground with sufficient amenities to act as an enticement to use that location. To be helpful, this must be different from a typical tent city. It is very unlikely that a one size fits all policy would maximize the benefits and minimize the risks so it may be wise to tailor the approach to those with common needs.

I understand that there are working people who sleep in tents at night, pack them into their vehicles in the morning, drive to work, and in the evening set them set their tents up again. There are more options to accommodate these individuals because facilities could be established in less transit accessible locations, with fewer supports and potentially a nominal fee for some cost recovery. Helping to stabilize this demographic would provide instantaneous improvements to the shortage of workers and assist with our strategic goal of GROWING our Economy.

I realize that there is no broad and quick fix to our homelessness challenge but the following motions may result in concrete improvements and valuable learnings.

- a) That staff BE DIRECTED to conduct a pilot of temporary mobile shelters for at-risk individuals experiencing homelessness as for the purpose of discovering effective strategies that could be implemented further here and in any municipality.
- b) That staff BE DIRECTED to conduct the pilot of a campground with amenities for working individuals living out of their cars for the purpose of discovering effective strategies that could be implemented further here and in any municipality.
- c) That staff BE DIRECTED to create a document with permissive guidance and expectations for those assisting with sheltering efforts.

Sincerely,

Michael van Holst
Ward 1 Councillor

Dear CPSC,

My name is Gary Turner. I would like to be a delegate at your meeting and speak to item 4.4 that deals with transitional housing. I am the owner/operator of a local grassroots movement that is helping to tackle homelessness here in London. My organization managed to raise the funds for a Conestoga Hut which I have been residing in for 8 weeks now. Councilor Michael van Holst and other local organizations have asked that I be present and share my unique experience and understanding of the situation.

I look forward to joining this conversation as a representative from the front lines of this crisis.

Thank you,

Gary "The Gaz" Turner
The House of Gaz Outreach and Media

Re: Neighbourhood Decision Making Business Case

July 17, 2022

Dear Chair and members of the CPSC,

I am interested in expanding the Neighbourhood Decision Making Program and would like to make sure that a business case for doing so is included in the next annual budget deliberations for debate, possible amendments and potential adoption.

As a default business case to be decided upon by the next council I suggested the target figure of \$100,000 per ward for 2023. Though there are multiple options for financing the program, I recommend that we amend the annual surplus policy such that the first \$1.4 million is divided evenly among the 14 wards for this program with the remainder to be subject to the policy as it exists now.

Some of the numerous justifications for this business case are listed below:

- The program has been a success at the present levels of support.
- There are always excellent ideas which do not receive the highest votes and could be financed if the budget for the program was increased.
- Giving smaller communities a better chance to have their ideas supported will create greater equity.
- Ward constituents could have the opportunity to apply for more substantial investments.
- An expansion of the program aligns well with our strategic plan.
- A trial expansion in 2023 will greatly assist the next council in determining the appropriate levels of investment for the next multi-year budget.
- The financing source addresses, to an extent, the desire to have surplus amounts returned to the taxpayers.

As suggested previously, the amounts and financing source can be amended during budget deliberations but I think it is important that a case for this expansion is ready to come forward. I offer the following motion and hope that you will support expanded neighbourhood decision making along these lines:

That staff BE DIRECTED to include in the 2023 annual budget deliberations, a business case for expanding the neighbourhood decision making program to \$100,000 per ward, financed through an amended annual surplus policy with this program given top priority.

Sincerely,

Michael van Holst
Ward 1 Councillor

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 and Economic Development

Subject: Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands

Date: July 26, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions **BE TAKEN** with respect to the proposed housing development advanced by Vision SoHo Alliance, located on the northerly portion of the Old Victoria Hospital Lands:

- a) The increased conditional grant of \$13,876,000 (\$34,690/unit) **BE APPROVED** to provide up to 400 affordable housing units in the proposed development, subject to the City completing a full review of acceptable proforma financial statements, confirmation of the other sources of project financing, closing of the Purchase and Sale Agreement between Vision SoHo Alliance and the City of London for the subject lands and development of suitable Contribution Agreements between the parties, it being noted that a conditional grant of \$11,200,000 (\$28,000/unit) was previously approved by Council;
- b) That Civic Administration **BE DIRECTED** to develop Contribution Agreements with Vision SoHo Alliance members to be brought forward at a future date for Council approval; and,
- c) The financing for the conditional grant **BE APPROVED** as set out in the Source of Financing Report attached hereto as Appendix "A".

Executive Summary

This report recommends the City of London increase the one-time funding contribution to \$13.876 million, from \$11.2 million, to support up to 400 affordable housing units within Vision SoHo Alliance's multi-residential project on the Old Victoria Hospital lands. When complete this project will incorporate mixed-use developments integrating the existing heritage buildings on the property, while enabling additional Londoners to secure sustainable, affordable housing.

Linkage to the Corporate Strategic Plan

This report advances the work of the London Community Recovery Network, London's Housing Stability Action Plan, and the City of London's 2019-2023 Strategic Plan.

The [London Community Recovery Network](#) (LCRN) is working in partnership with the community to identify solutions that will drive recovery that is inclusive to all Londoners. This includes building individual, family, and community resilience through housing stability as London moves beyond the global COVID-19 pandemic.

The [Housing Stability Action Plan](#) (HSAP) focuses on increasing affordable and quality housing options for individuals and families, reducing the number of individuals and families experiencing homelessness and supporting improved access to mental health and addiction services.

The HSAP and City Strategic Plan 2019-2023 identified a need for a minimum of 3,000 new affordable units in the next 10 years to meet current and future needs.

Background

1.0 Background Information

1.1 Background

Vision SoHo Alliance (“the Alliance”) is a non-profit corporation created through a coalition of experienced, community-based housing developers committed to collectively advancing the north portion of the Old Victoria Hospital Lands for a range of safe and affordable rental options. This coalition includes Indwell Community Homes, ZerIn Development Corporation, Homes Unlimited (London) Inc., Chelsea Green Home Society, London Affordable Housing Foundation, and Italian Seniors’ Project.

These organizations have developed social and/or affordable housing within the community and their expertise is well known to the City of London staff.

As a result of their submission to the City of London’s RFQ 20-10, the Alliance was the successful purchaser of the former Old Victoria Hospital Lands, Phase II, which is north of South Street between Waterloo Street and Colborne Street, including one parcel on the east side of Colborne Street. Plans on this site are to result in a healthy mix of energy efficient, accessible, and socially inclusive housing within a mixed-income and mixed-use community that reflects the demographics of London and specifically the SoHo neighbourhood.

At a meeting on December 7, 2021, Council approved a conditional grant of \$11.2 million based on a funding request from Vision SoHo Alliance for the development of up to 400 affordable housing units on the subject property, subject to confirmation of the other sources of project financing, closing of the Purchase and Sale Agreement between Vision SoHo Alliance and the City of London for the subject lands and development of suitable Contribution Agreements between the parties.

1.2 Previous Reports Related to this Matter

- Housing Stability for All Plan 2021 Update (CPSC: May 31, 2022)
- Request for Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands (CPSC: November 23, 2021)
- 2021 Mid-Year Update Housing Stability for All Plan (CPSC: September 21, 2021)
- Housing Stability for All Plan 2020 Update (CPSC: May 11, 2021)
- Letter of Mayor Holder to CPSC Re: 3000 Unit Challenge (CPSC: March 30, 2021)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 (CPSC: December 3, 2020)

2.0 Discussions and Considerations

2.1 Alliance Additional Funding Request

In a letter dated May 27, 2022, the Alliance made the following request for consideration by Council:

1. All demolition and conversion credits are calculated at the current rate that is in force at the time that a building permit application is made.
2. Indwell receives the conversion credits of \$1,923,179.45.
3. Indwell receive a grant of \$4 million to conserve heritage resources in the two heritage buildings and the grant be apportioned according to the number of units created in the building or according to the Gross Floor Area.
4. The demolition credits of \$3,850,542 are apportioned to each of the five Alliance members as set out in Table 1 below and be applied as a credit to the calculation of Development Charges at the time of each respective building permit application

City Administration has reviewed these requests which are discussed in the following sections.

2.2 Demolition Conversion Credit Date of Calculation

The demolition and conversion credits for the Alliance initiative have been determined using the annual rate applicable when the site plan was approved. The consortium has requested that City use the 2022 rate (the year the contribution agreement is to be signed), rather than the 2021 rate (the year the site plan was approved). This would result in a reduction of \$600,000 in net development charge fees. As the 2021 rate is being used to calculate the total development charge fee it would not be appropriate to use the 2022 rate to calculate the value of the development charge credit calculation. To make up this shortfall in the Alliance’s proforma, Civic Administration is recommending that an additional \$600,000 be approved to support the Vision SoHo Project.

2.3 Development Charge Demolition and Conversion Credits

Applicants for development pay development charges (DC’s) that are determined by the number of units in the development (residential) or square footage (industrial, commercial, and institutional). Applicants can receive “DC credits” that apply against any development charges payable if:

- A structure existed on the property previously and was demolished.
- An existing structure is being converted to a new purpose.

In both cases, the original structure already paid DCs so the amount of the original DC’s is credited against the amount payable for the new application.

The Development Charges (DC) By-law contemplates an application by a single landowner redeveloping a single parcel of land. The Alliance submission includes several owners over several parcels of land using a non-profit consortium approach. The Alliance is using a consortium approach to align with their funding applications to CMHC. Because each member of the consortium has a different construction schedule, tenant targeting, mix of affordable units and, business model (including different debt ratios), CMHC is requiring proponents to apply for funding separately. Secondly, the by-laws at issue do not allow for an applicant to receive more credits than they pay in DC’s.

Although the Vision SoHo Alliance is approaching the re-development of the hospital lands as a comprehensive project, several of the partners have properties that do not have direct demolition and conversion credits for their parcel of land. Two of the housing providers in the Vision SoHo Alliance, Indwell and Zerin, cannot fully benefit from all available funding opportunities because their anticipated DC credits total more than their DC’s payable. DCs for the other parties also exceed their DC credits. Indwell will assume both heritage buildings on this site - 392 South St, known as the War Memorial building, and 346 South St, known as the Health Services building, so Indwell has significant DC conversion credits. Zerin will be building on the vacant lot between the Indwell buildings which was the site of significant demolition, so Zerin has significant DC demolition credits. The total value of the anticipated unused DC credits is \$1,057,663, \$361,301 for Indwell and \$696,362 for Zerin,

DC demolition and conversion credits are intended to recognize the value and capacity of existing servicing in place at the time of re-development. It avoids applicants paying excess DCs as if the site were previously unserviced. In this circumstance, the Vision SoHo Alliance is comprehensively re-developing the former hospital lands and it is appropriate to apply all available credits to the developments holistically. There are no implications to the DC reserve funds with taking this approach.

Allowing the Alliance to transfer DC credits across their properties (on Hill and South St) means the Alliance can allocate DC credits to other housing providers. The Alliance will ultimately determine how to transfer DC credits, but presumably the Alliance will allow Indwell to pay the amount of DC’s that will maximize their Heritage CIP grant. At this time, that amount is \$1,923,179, so that amount of DC credits will likely to be shifted from Indwell to other providers.

The following table highlights the credits available and the amount that can be provided to each landowner applying the DC By-law:

Table 1. Conversion/Demolition Credit at 2021 Rate

Address	Developer	Demolition GFA (sq. m.)	Conversion GFA (sq. m.)	2021 DC rate	DC Credit
351 Hill	Homes Unlimited	520	--	\$178.49	\$92,8145
373 Hill	Chelsea Green	--	--	--	--
385 Hill	London Affordable Housing Foundation	--	--	--	--
392 South	Indwell War Memorial	3,759	2,765	\$178.49	\$1,164,469
370 South	Zerin	14,761	--	\$178.49	\$2,634,691
346 South	Indwell Health Services	291	6,890	\$178.49	\$1,281,737
124 Colborne*	Italian Seniors Project	N/A	--	--	--
Total		19,331	9,665		\$5,173,711

* Vacant land co-located across the street from the hospital.

Collectively, the Alliance would pay \$1,057,663 less in development charges because the unused DC credits for Indwell and Zerin can be used for other providers. Indwell would pay DC's which in turn makes them eligible to apply for \$1,923,179 in Heritage CIP grants.

2.4 Heritage Community Improvement Plan Grant

The Alliance site is located within London's Heritage Community Improvement Plan Area, which offers incentives for the rehabilitation of designated heritage properties. The plan highlights those properties that have appropriate heritage designation may access funds under the Heritage Community Improvement Plan. Similar to Development Charge credits, the total Heritage grant may not exceed the payable Development Charge balance.

Prior to allowing Alliance to transfer DC credits, as discussed in section 2.3 above, Indwell accrued more Development Charge credits than Development Charges that are payable, so they would not have been not eligible for Heritage CIP Grants.

If the Alliance is allowed to transfer the development charge credits between the consortium members, then the consortium will benefit from a DC Equivalent Grant from the Heritage Community Improvement Plan of up to the maximum amount of \$1,923,179.

The Purchase Agreement highlighted that the City's total grants to conserve heritage resources on the Site shall be capped at the cost to conserve the heritage resource or Four Million Dollars CDN (\$4,000,000.00), whichever is less. As noted in the May 27, 2021 letter, the Alliance had interpreted that the \$11.2 million contribution to the project did not include the \$4 million Heritage Grant. Their interpretation was that the grant would be available without a separate request.

The Heritage Grant is calculated in the year the application for the grant is made (thus, 2022) and is calculated by multiplying the gross floor area (GFA) of the heritage buildings. The Alliance interprets the Purchase Agreement that they are eligible for \$4 million in heritage grants.

2.5 Additional Funding Request

In addition to the \$600,000 demolition conversion credit offset recommended in section 2.2 above, there remains a shortfall of \$2,076,821 (\$4,000,000 - \$1,923,179) in funding based on SOHO Alliance's interpretation of the Purchase Agreement. It is recommended that the one-time conditional grant be increased from \$11,200,000 to \$13,876,000 resulting in a subsidy of \$34,690 per unit, subject to the City completing a full review of the proforma statements received from the applicants. These statements were not received in sufficient time in advance of submitting the current Committee report.

The grant conditions will require the Alliance to close the Purchase and Sale Agreement and secure other sources of project financing. The conditions also require the Alliance to provide the necessary details, including but not limited to approved proforma statements for each of the seven proposed buildings reflecting sustainable capital and operating plans as well as unit criteria consistent with local affordable housing needs. These will be confirmed within

Contribution Agreements between each Alliance member organization and the City of London.

The Community and Protective Services Committee meeting on November 23, 2021 also received a related report on the *“Proposed Implementation of the “Roadmap to 3,000 Affordable Units” (Roadmap) Action Plan”*. That report outlines the strategy for the City of London to create 3,000 affordable housing units by 2026 through various capital and operating investments including allocations to support non-profit and private developers to advance additional affordable housing construction. The Roadmap to 3,000 Affordable Units contemplates a deeper level of affordability to meet the needs of low/moderate income Londoners. The 400 units in the submission from the Alliance would contribute to the higher income targets in the Roadmap, specifically the “Affordable Rental (non-profit and private)” category at the 80% AMR level. Additional discussions will occur with the Alliance to try and achieve a more mixed level of affordability which will assist low/moderate income Londoners. This could include the use of supplements or other affordability tools to achieve a range of affordability depths closer to the identified needs in the 50%, 60% and 70% AMR levels. The current request for \$13.876 million for 400 affordable units (\$34,690 per unit) is within the parameters of the funding intended in the Roadmap and consistent with the objectives of that plan. Therefore, Civic Administration is recommending that an additional \$2.676 million be approved for the Alliance, being added to the previously approved \$11.2 million.

3.0 Financial Impact/Considerations

The Source of Financing Report to support the additional grant for \$2,676,000 described above is attached as Appendix “A”. The recommended Source of Financing is proposed through drawdowns from the Affordable Housing Reserve Fund, noting that the Council-approved funding for the Roadmap is housed in this reserve fund.

The Alliance recently submitted their pro forma to Administration, as requested and as a requirement for this report to go to Council. However, Administration has not had the opportunity to constructively review any of the pro forma and resolve any potential outstanding issues/concerns or questions. To note, an acceptable pro forma is necessary to assess the financial risks and sustainability of the proposal and is the basis to negotiate a Contribution Agreement. Each negotiated Contribution Agreement among the proponents are individualized and will itemize the municipal dollars allocated to the project, milestones for funding, number of affordable units (including depth of affordability), term of agreement, reporting and accountability, any legal requirements (e.g., security), etc.

As such, prior to bringing negotiated Contribution Agreements to Council for approval, Administration will ensure that an acceptable pro forma by each proponent has been received and analyzed, and that, as a basis for each Contribution Agreement, each Agreement addresses all necessary and standard financial/legal requirements and aligns to the Roadmap and Housing Stability for All Plan Update 2021.

Conclusion

This report recommends the City of London provide an increase to the one-time funding contribution to \$13.876 million to support up to 400 affordable housing units within the Alliance’s multi-residential project on the Old Victoria Hospital Lands. The Alliance’s plans support the adaptive re-use of the existing heritage buildings on the subject lands, subject to the required planning and development processes.

Civic Administration supports this request because it is aligned with the plans, subsidies, and required outcomes that are outlined within the separate Roadmap report and implementation plans that are recommended by Civic Administration and subject to Council approval.

The request would be structured as a conditional grant, conditional on the Alliance providing the necessary details required for completion of Contribution Agreements between the Alliance members and the City of London.

Prepared by: Patrick Cooper
Director, Municipal Housing Development

Recommended by: Scott Mathers, MPA, P. Eng.
Deputy City Manager, Planning and Economic Development

Concurred by: Anna Lisa Barbon, CPA, CGA
Deputy City Manager, Finance Supports

- cc.** Kyle Murray, Director, Financial Planning & Business Support, Finance Supports
Jason Davies, Manager, Financial Planning & Policy, Finance Supports
Alan Dunbar, Manager, Financial Planning & Policy, Finance Supports

Attachments:

Appendix “A” Source of Financing

Chair and Members
Community and Protective Services

RE: Request for Additional Funding from Vision SoHo Alliance
Housing Development Project at the Old Victoria Hospital Lands
Vision SoHo Alliance - \$13,876,000

Finance Supports Report on the Sources of Financing:
Finance Supports confirms that the financing request can be accommodated from the Affordable Housing Reserve Fund and that subject to the approval of the recommendation of the Deputy City Manager, Planning and Economic Development the detailed source of financing is:

Estimated Expenditures	Previously Approved	This Submission (Note 1)	Total
Conditional Grant	11,200,000	2,676,000	13,876,000
Total Expenditures	\$11,200,000	\$2,676,000	\$13,876,000
Sources of Financing			
Drawdown from Affordable Housing Reserve Fund	11,200,000	2,676,000	13,876,000
Total Financing	\$11,200,000	\$2,676,000	\$13,876,000

Note 1: In accordance with the "Roadmap to 3,000 Affordable Units" (Roadmap) Action plan report (Community and Protective Services Committee, November 23, 2021), a budget of \$78 million was approved by Council, which resulted in funds being transferred from reserves and reserve funds into the Affordable Housing Reserve Fund. As such, the additional funding requirement is available as part of the implementation of the Roadmap.

Alan Dunbar
Manager of Financial Planning and Policy

lp

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of July 18, 2022

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the “Special Events Policies and Procedure Manual”:</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City’s “Special Events Policies and Procedures Manual” and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p> <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>	September 10, 2019	Q1 2023	C. Smith J.P. McGonigle	
2.	<p><u>London Community Recovery Network - Ideas for Action by Municipal Council</u> 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>	February 9, 2021	TBD	C. Smith K. Dickins S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<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> <p>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;</p>				
3.	<p><u>Recognizing the Impact of Hosting the COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre</u></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	
4.	<p><u>Fire Master Plan Action Plan</u></p> <p>That, on the recommendation of the Fire Chief and with concurrence from the Deputy City Manager, Neighbourhood and Community-Wide Services, the</p>	June 21, 2022	TBD	Fire Chief C. Smith	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	following actions be taken with respect to the staff report, dated June 21, 2022, related to the Fire Master Plan Action Plan: b) the Civic Administration BE DIRECTED to take the necessary actions to update the existing Establishing and Regulating By-law and report back at a future meeting of the Community and Protective Services Committee; and,				