

# Agenda Including Addeds

## Community and Protective Services Committee

The 3rd Meeting of the Community and Protective Services Committee

January 31, 2023

4:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Metis and Inuit people today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

Members

Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, Mayor J. Morgan

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [CPSC@london.ca](mailto:CPSC@london.ca) or 519-661-2489 ext. 2425.

	Pages
<b>1. Disclosures of Pecuniary Interest</b>	
<b>2. Consent</b>	
2.1 1st Report of the Accessibility Community Advisory Committee	3
2.2 Next Generation 9-1-1 Authority Service Agreement with Bell Canada	5
2.3 Building Safer Communities Fund (BSCF) Contribution Agreement	29
2.4 Parks and Recreation Master Plan Annual Report	61
a. (ADDED) A. McGuigan	69
2.5 Permanent City of London Indigenous Artwork Collection Source of Financing	81
2.6 London Fire Department Single Source Call Handling Software	87
2.7 London Fire Department Single Source for Battery Operated Extrication Equipment - SS-2023-008	93
2.8 London Fire Department Single Source Stabilization Rescue Struts - SS-2023-009	99
2.9 Housing Stability Services Purchase of Service Agreement Template	104
<b>3. Scheduled Items</b>	
<b>4. Items for Direction</b>	
4.1 Exotic Animal Establishments	129

a.	<i>(ADDED) Delegation - W. Brown, Chair, Animal Welfare Community Advisory Committee</i>	152
b.	<i>(ADDED) REQUEST FOR DELEGATION STATUS - A.M. Valastro</i>	155
c.	<i>(ADDED) REQUEST FOR DELEGATION STATUS - C. Kuijpers</i>	156
d.	<i>(ADDED) REQUEST FOR DELEGATION STATUS - F. Morrison</i>	158
e.	<i>(ADDED) REQUEST FOR DELEGATION STATUS - M. Hamers, World Animal Protection</i>	159
f.	<i>(ADDED) REQUEST FOR DELEGATION STATUS - R. Laidlaw, Zoocheck</i>	160
g.	<i>(ADDED) D. Brooks, Ontario SPCA and Humane Society</i>	167
h.	<i>(ADDED) S. Thompson</i>	168

**5. Deferred Matters/Additional Business**

**6. Confidential**

6.1 Litigation/Potential Litigation/Solicitor-Client Privilege

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality, with respect to exotic animals.

**7. Adjournment**

# Accessibility Community Advisory Committee

## Report

The 1st Meeting of the Accessibility Community Advisory Committee  
January 12, 2023

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

ALSO PRESENT: D. Baxter, J. Dann, D. MacRae, A. Miller, R. Morris, J. Raycroft, S. Stafford, J. Stanford, M. Stone and S. Wilson

ABSENT: A. Garcia Castillo, J. Peaire and C. Waschkowski

The meeting was called to order at 3:02 PM.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

#### 2.1 E-Scooters and Cargo E-Bikes

That it BE NOTED that Jay Menard, Chair, Accessibility Community Advisory Committee (ACAC) will consolidate feedback and comments of the ACAC members with respect to the E-Scooters and Cargo E-Bikes presentation, dated January 12, 2023, from A. Miller, Senior Transportation Demand Management Coordinator, and submit same for inclusion on the Civic Works Committee agenda for the meeting to be held on January 31, 2023; it being noted that the above-noted presentation, with respect to this matter, was received.

### 3. Consent

#### 3.1 4th Report of the Accessibility Community Advisory Committee

That it BE NOTED that the 4th Report of the Accessibility Community Advisory Committee, from its meeting held on November 24, 2023, was received.

#### 3.2 Notice of Planning Application - Official Plan and Zoning By-Law Amendments - 755-815 Wonderland Road South

That it BE NOTED that the Notice of Planning Application, dated December 7, 2022, from S. Wise, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to the properties located at 755-815 Wonderland Road South, was received.

### 4. Sub-Committees and Working Groups

None.

### 5. Items for Discussion

#### 5.1 Accessible Election Report 2022 - J. Raycroft

That it BE NOTED that that the Accessible Election Report for the City of London 2022 Municipal Election, dated January 12, 2023, from J. Raycroft, Manager, Elections, Strategic Integration and Policy, was received.

**6. (ADDED) Deferred Matters/Additional Business**

6.1 (ADDED) J. Dann, Director of Construction and Infrastructure Services - Neighbourhood Connectivity Plan Update

That it BE NOTED that the Neighbourhood Connectivity Plan Update presentation, dated January 12, 2023, as appended to the Added Agenda, from J. Dann, Director, Construction and Infrastructure Services, was received.

**7. Adjournment**

The meeting adjourned at 4:29 PM.

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee  
**From:** Lynne Livingstone, City Manager  
**Subject:** Next Generation 9-1-1 Authority Service Agreement with Bell Canada  
**Date:** January 31<sup>st</sup>, 2023

## Recommendation

That, on the recommendation of the City Manager, the following actions be taken with respect to the Next Generation 9-1-1 Authority Service Agreement,

- a) the attached proposed by-law (Appendix 'A') BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023, to authorize and approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada and to authorize the Mayor and City Clerk to execute the Agreement;
- b) the balance of this report BE RECEIVED for information;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with part a) above.

## Linkage to the Corporate Strategic Plan

This report supports the 2019-2023 Strategic Plan in the following areas:

### Building a Sustainable City

- London's infrastructure is built, maintained, and operated to meet the long-term needs of our community

### Strengthening Our Community

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

## Analysis

### 1. Background Information

#### Next Generation 9-1-1 Service Agreement

Canada adopted 911 for emergency calls in 1972 and the first 911 call was made in the City of London in 1974. Since then, the infrastructure required to make an emergency call went relatively unchanged, relying on landline telephone lines to connect the caller to dispatch and then to emergency responders. With the introduction of cellular phones and Voice over Internet Protocol (VoIP), there was a need for dispatchers to be able to access a caller's phone number and approximate location which required the implementation of Enhanced 9-1-1 (E-9-1-1). An agreement was signed between the City and Rogers in 2005 for the provision of E9-1-1 Emergency Calling Service in Ontario.

In June 2017, the Canadian Radio-Telecom Commission (CRTC) directed telecom companies to upgrade their networks, as the current analog E9-1-1 network was reaching the end of its useful life and to prepare for the transition to Next Generation 9-1-1 (NG 9-1-1) voice and messaging services with Internet Protocol (IP) settings. This will enable Canadians to access new, enhanced, and innovative 9-1-1 services. For

example, Canadians could stream video from an emergency incident, send photos of accident damage or a fleeing suspect, or send personal medical information, including accessibility needs, which could greatly aid emergency responders.

All 9-1-1 agencies in Canada currently providing E9-1-1 services must migrate to the NG 9-1-1 network by March 4, 2025, as E-9-1-1 will be decommissioned. As primary and secondary Public Safety Answering Points (PSAPs), London Police Service (LPS) and London Fire Department (LFD) must upgrade their infrastructure to have the capabilities to receive, transfer and process NG 9-1-1 calls. Currently, both LPS and LFD have begun projects to transition to NG 9-1-1.

The NG 9-1-1 Authority Service Agreement is a new, mandatory agreement replacing the current E-9-1-1 agreement with Rogers. The agreement is between the City of London as the authority representing the two PSAPs operating within the City's boundaries and Bell Canada. Bell Canada is one of three NG 9-1-1 network providers in Canada and the only provider operating in Ontario.

## **2.0 Discussion**

### **2.1 Public Safety Answering Points**

Currently, 9-1-1 calls are transmitted through a telecommunications service provider's (TSP) originating network, which also carries other telephone calls and traffic related to other telecommunications services. The call is then routed to specialized 9-1-1 network, and finally routed to a local primary public safety answering point (P-PSAP) determined by georeferencing the phone used to make the emergency call.

There are generally three types of PSAPs:

1. Primary PSAPs (P-PSAPs) first receive a 9-1-1 call and either dispatch emergency responders or transfer the call for another agency for dispatch
2. Secondary PSAPs (S-PSAP) are a type of dispatch emergency responder to which a primary PSAP can forward a 9-1-1 call
3. Backup PSAPs serve as fallback contact centres in the event of a planned outage, call overflows or a catastrophic event.

The P-PSAP to which the 9-1-1 call is routed use their own internal computer systems to receive and record 9-1-1 calls. Local municipalities provide the P-PSAP with their secondary PSAP contacts/dispatch information for police, fire and ambulance. The P-PSAP then connects the 9-1-1 caller with the appropriate S-PSAP.

In the City of London, the London Police Service (LPS) acts as the P-PSAP and connects callers with the S-PSAPs, which are London Fire Department (LFD) and the London Central Ambulance Communication Centre (LCACC). The LPS, LFD and LCACC also have backup PSAPs to support this critical resource.

### **2.2. Bell NG-9-1-1 Service Agreement**

As previously mentioned, Bell Canada is the only network provider offering NG 9-1-1 connectivity in Ontario. This new agreement is required for Bell to provide NG 9-1-1 services in the City of London. Bell has advised that this non-modifiable standard form agreement has been filed with and approved by the Canadian Radio-television and Telecommunications Commission (CRTC).

Bell defines a 9-1-1 Authority as, "the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations pursuant to the Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service". Through discussions with Bell, it was identified that the City of London was the authority for this agreement based on geography and jurisdiction. Since all Central Ambulance Communication Centres fall under provincial jurisdiction, the City of London will identify that they are utilized as a S-PSAP in the

municipality, but a separate agreement will be signed on their behalf by the Ministry of Health.

The 9-1-1 Authority plays a critical role in advancing NG9-1-1 forward through the execution of the NG 9-1-1 Authority Service Agreement. This is the first step to permitting the P-PSAPs (LPD) and S-PSAPs (LFD and LCACC) who provide 9-1-1 answer/dispatch service to begin their migration from E9-1-1 to NG9-1-1 with Bell Canada. PSAPs will not be allowed to migrate to NG9-1-1 until the new agreement has been signed.

### **3.0 Financial Impacts**

At this time, it is unknown what the overall financial impacts will be for implementing NG 9-1-1 in London. Any operational or capital financial impacts will be brought forward as part of the next Multi-Year Budget process.

## **Conclusion**

Authorizing Bell Canada's NG 9-1-1 Authority Service Agreement is the first step required to successfully migrate the mission critical 9-1-1 system from the current, end of life Enhanced 9-1-1 network to NG 9-1-1 by the March 4, 2025 cut off. It is recommended that the Authority Service Agreement be approved by the Corporation.

**Prepared by:** Cori Dooling, Manager Emergency Communications System  
**Submitted by:** Paul Ladouceur, Director, Emergency Management and Security Services  
**Recommended by:** Lynne Livingstone, City Manager

**Cc:** Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services  
Richard Hayes, Acting Fire Chief London Fire Department  
Stephen Williams, Chief of Police, London Police Services

### **Attachments:**

Appendix "A"- By-Law to authorize and approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada and to authorize the Mayor and City Clerk to execute the Agreement

Bill No. [no. inserted by Clerk's Office]  
2023

By-law No. [inserted by Clerk's]

A by-law to authorize and approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

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

1. The Agreement attached as Schedule "A" to this by-law, being the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada, is hereby authorized and approved.
2. The Mayor and City Clerk are hereby authorized to execute the Agreement approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on \_\_\_\_\_, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk



First Reading –  
Second Reading –  
Third Reading –

## NEXT GENERATION 9-1-1 AUTHORITY SERVICE AGREEMENT

This Agreement is between

**[INSERT 9-1-1 AUTHORITY NAME]**, a municipality, local service board, first nation, province or other authorized signing authority located at **[INSERT ADDRESS]** (the "**9-1-1 Authority**")

AND

**BELL CANADA**, a company incorporated under the laws of Canada, and located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec H3E 3B3 ("**Bell**")

**WHEREAS** Next Generation 9-1-1 Service (as defined below) is a service that replaces Enhanced 9-1-1 ("**E9-1-1**") service and is based on Internet Protocol (IP) technologies and supports 9-1-1 Calls natively IP end-to-end;

**AND WHEREAS** the Canadian Radio-television and Telecommunications Commission ("**CRTC**") determined in Telecom Decision CRTC 2015-531 that Canada's NG9-1-1 system should use the National Emergency Number Association standard ("**NENA i3**") as the baseline reference architecture;

**AND WHEREAS** in June 2017, the CRTC rendered Telecom Regulatory Policy CRTC 2017-182, which, among other things, directed all Incumbent Local Exchange Carriers ("**ILEC**")s to establish Next Generation 9-1-1 networks by 9-1-1 network service providers;

**AND WHEREAS** Bell operates and manages a Next Generation 9-1-1 System serving the provinces where it is the ILEC and where requested by a Small Incumbent Local Exchange Carrier ("**SILEC**") to operate as the SILEC's NG9-1-1 network provider, including in the territory in which the 9-1-1 Authority operates.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in Schedule "A" (Definitions).

### 2. SCOPE OF AGREEMENT

- (a) **Agreement:** The 9-1-1 Authority requests and Bell will provide to the 9-1-1 Authority the Next Generation 9-1-1 services (the "**NG9-1-1 Service**") described below and in the schedules attached to, and forming part of, this agreement (each a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 2(b)), the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".
- (b) **Tariffed Services and CRTC Approval:** The NG9-1-1 Service is regulated by the CRTC and shall only be provided in compliance with the applicable tariffs including CRTC 7400, Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein.
- (c) **Service Description:** The NG9-1-1 Service provides a managed, private, dedicated IP network referred to as the Emergency Services Internet Protocol network ("**ESInet**"). The ESInet provides the transport and interconnectivity for all i3-PSAPs within the Serving Area as well as Originating Service Provider networks supporting 9-1-1 Calls over IP-based networks and devices. For i3-PSAPs, the ESInet is delivered to the PSAP operations premise using Bell's IP VPN service to the PSAPs authorized by the 9-1-1 Authority. The NG9-1-1 Service also provides a series of applications and service interfaces known as NG9-1-1 Core Services ("**NGCS**") and may include other

third party applications from trusted entities as may be requested by the 9-1-1 Authority and agreed to by Bell. Bell provided NG9-1-1 Service features are described in the User-to-Network Interface (“**UNI**”) and in Schedule ‘B’ (NG9-1-1 Network Features). 9-1-1 Authority agrees that Bell is not responsible nor liable for damages arising from 9-1-1 Authority’s use of third party applications in conjunction with the NG9-1-1 Service.

(i) In accordance with CRTC 7400, Bell Canada National Services Tariff Item 601, Bell agrees to:

- A. Provide NG9-1-1 Service to the 9-1-1 Authority within the Serving Area;
- B. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the 9-1-1 Authority and as listed in Schedule “C” (PSAP Designations & Locations);
- C. Selectively route and enable selective transfer of 9-1-1 Calls to the Primary-PSAP, Secondary-PSAPs and Dispatch Agency according to policy routing rules crafted to the needs of the 9-1-1 Authority, including those described in PSAP Contingency Plans;
- D. Transmit geodetic and/or civic location information, call back number of the 9-1-1 Caller and any additional available data elements as made available by the Originating Network Provider (“**ONP**”);
- E. Receive, aggregate and maintain into a single dataset representative of Bell’s entire serving area, mapping and addressing information provided by the 9-1-1 Authority or to its designee;
- F. Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy / errors reporting back to the 9-1-1 Authorities or to their designees;
- G. Maintain a dedicated 24X7 9-1-1 Control Centre to support the NG9-1-1 Service;
- H. Maintain a Basic 9-1-1 Final Routing Alternative involving a third-party call centre, such as those used for nomadic VoIP calls; and
- I. Enable access to location information when provided by-reference by the ONP with the original NG9-1-1 call;
- J. Enable access to the additional data repositories provided by trusted entities as defined by the CRTC.

(ii) The 9-1-1 Authority agrees to:

- A. Designate Primary PSAPs, Secondary PSAPs and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area;
- B. Where not otherwise defined by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the 9-1-1 authority, such party shall be identified in Schedule “G”, and that 9-1-1 specific GIS data layers must be provided directly to Bell in a secure manner without transiting through any shared open platform;
- C. Take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.

- D. Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in Schedule "D" (Specifications & Guidelines);
  - E. Ensure, all PSAPs in the Serving Area are compliant with the deployment criteria listed in Schedule "E" (Deployment Criteria);
  - F. Ensure all PSAPs in the Serving Area have secure 9-1-1 data and systems which security includes physical security, network security, cybersecurity and all other considerations within the PSAPs domains;
  - G. Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard;
  - H. Ensure the Primary PSAP accepts specific planned test calls from the public;
  - I. Ensure the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3;
  - J. Resolve mapping and addressing discrepancies / errors reported to the GIS Authorities by Bell in a timely manner or as otherwise specified in the discrepancy report;
  - K. Provide supporting technical and operational documentation as listed in Schedule "D" (Specifications & Guidelines) on the Bell 9-1-1 Flex Portal; and
  - L. Ensure Bell is provided in writing the information listed in Schedule F where the 9-1-1 Authority is a Government Provincial PSAP and ensure such information is current at all times.
- (iii) The NG9-1-1 Authority acknowledges and agrees that NG9-1-1 Service resiliency, reliability and security depends upon the following:
- A. The type and capabilities of the Originating Service Provider and the technology from which 9-1-1 Calls originate;
  - B. The accuracy of the data provided by the various NG9-1-1 stakeholders including the 9-1-1 Authority, PSAP and Originating Service Providers and other trusted entities;
  - C. The use of encryption and appropriate security protocols as described in Schedule E of this Agreement and as may be further developed over time; and
  - D. The availability of entrance diversity configuration, and physical attributes including the distance between entry points and power diversity of the PSAP Location,
- and agrees that ensuring the foregoing elements are the best available will improve its experience with the NG9-1-1 Service.
- (iv) Bell and 9-1-1 Authority agree that the implementation of Next Generation 9-1-1 Service within the Serving Area shall be carried out pursuant to the User-to-Network Interface (UNI) Technical Specification Document and the requirements established by the CRTC, and the Parties agree to update this Agreement as the CRTC requirements evolve.
- (v) The NG9-1-1 Service allows for many new feature possibilities with regards to types of data that can be transmitted. The availability of these features may require upgrades to software and or hardware by the PSAP.

(vi) The NG9-1-1 Service will require security updates on an ongoing basis. To ensure the security of the NG9-1-1 Service, the NG9-1-1 Authority commits to ensure the PSAPs selected to serve its inhabitants, apply security updates (including any security patches) promptly. In the event of a PSAP failure to apply security updates Bell may, in its sole discretion, remove the PSAP from Bell's ESInet.

(vii) In the event a PSAP is removed from Bell's ESInet, 9-1-1 Calls destined for the PSAP will be rerouted in accordance with the PSAP's defined Policy Routing Rules.

(d) **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "**Affiliate**"), agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers.

### 3. **FEES**

The Tariffs set out certain approved rates, fees, and charges and capital, development or installation costs (if any) (the "**Fees**") applicable to the NG9-1-1 Services. The 9-1-1 Authority shall pay Fees that are specified in the Tariffs. For services related to the NG9-1-1 Services but not specified in the Tariffs including those related to tertiary sites and third circuits the 9-1-1 Authority shall pay the fees as agreed to by the Parties. The 9-1-1 Authority shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). The 9-1-1 Authority shall pay Fees and Taxes within 30 days of the invoice date. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date. For clarity, the NG9-1-1 Authority may pay all amounts referred to in this Section 3 via arrangements it may make with an applicable PSAP.

### 4. **TERM AND TERMINATION**

(a) **Term:** The term of this Agreement (the "**Initial Term**") will begin on the date it is signed by the 9-1-1 Authority (the "**Effective Date**") and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement.

(b) **Renewal Term(s):** If permitted under the relevant Tariffs, upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are collectively referred to as the "**Term**".

(c) **Termination or Suspension of a Service:** Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

### 5. **LIMITATION OF LIABILITY**

(a) Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Bell's Tariffs.

(b) The 9-1-1 Authority and Bell shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the 9-1-1 Authority or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the 9-1-1

Authority and/or Bell, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

## 6. **CONFIDENTIAL INFORMATION**

- (a) “**Confidential Information**” means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the 9-1-1 Authority’s name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party; or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
- (b) Except as: (i) permitted or required by law, regulation or lawful request or to carry out its obligations; and (ii) required to receive or provide the Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party’s prior written consent. For clarity, any information exchanged between Bell and the 9-1-1 Authority, their employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of the NG9-1-1 Service is confidential, and shall be provided only to such persons who have a need to know for the purposes of this Agreement.
- (c) The 9-1-1 Authority consents to Bell disclosing 9-1-1 Authority information to the CRTC as required for the CRTC to approve any regulatory filings or CRTC requests for information related to the Services. Additionally, 9-1-1 information that is available with a 9-1-1 Call is provided on a confidential basis pursuant to CRTC 7400, Bell Canada National Services Tariff Item 601 as an exception to Item 10 Article 11 of the Bell Canada General Tariff and shall be used for the sole purpose of answering and dispatching 9-1-1 Calls
- (d) In the event that Bell is provided with access to the 9-1-1 Authority’s End Users’ information (“**End User Data**”), 9-1-1 Authority shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. The 9-1-1 Authority acknowledges and agrees that in the event that the 9-1-1 Authority provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data.
- (e) The 9-1-1 Authority and Bell agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- (f) The 9-1-1 Authority shall ensure their PSAPs comply with the terms of this Section 6. Bell shall only share Confidential Information pertaining to this Agreement with the PSAPs identified in Schedule “B” (PSAP Designations & Locations).

## 7. **FORCE MAJEURE**

- (a) If there is a default or delay in a party’s performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or

labour unrest such as strikes, slowdowns, picketing or boycotts (each an “**Event of Force Majeure**”), then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

- (b) Bell and the 9-1-1 Authority agree that in the Event of a Force Majeure the parties will co-operate and make all reasonable efforts to provide a temporary replacement service until the NG9-1-1 Service is restored. The costs required to provide temporary replacement service shall be borne as between Bell and the 9-1-1 Authority in accordance with the Parties’ respective obligations as described in Sections 2(c)(i) & (ii) of this Agreement.

## 8. **GENERAL PROVISIONS**

- (a) **No Resale:** The 9-1-1 Authority shall not resell or remarket any Service for commercial purposes under the terms and conditions of this Agreement.
- (b) **Entire Agreement and Amendment:** This Agreement is the entire agreement between the 9-1-1 Authority and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (c) **Assignment:**
- (i) This Agreement shall bind and enure to the benefit of Bell and the 9-1-1 Authority and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, including any Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party’s consent, subject to Paragraph (ii) below, a party may assign all or part of its benefits, rights or obligations under this Agreement to an Affiliate or to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party’s business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, change in control or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Subsection, on and after the effective date of such assignment.
  - (ii) Bell’s prior written consent shall be required in the event of a proposed assignment by 9-1-1 Authority if, in Bell’s determination, the 9-1-1 Authority’s proposed assignee is deemed to be (A) not credit worthy; (B) a competitor of Bell; or (C) non-compliant with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (d) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the 9-1-1 Authority’s head office is situated in Quebec. If the 9-1-1 Authority’s head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the 9-1-1 Authority’s head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.
- (e) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a

Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

- (f) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (g) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be:

For the **9-1-1 Authority**,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

For **Bell**,

c/o 9-1-1 Service Team  
930 d'Aiguillon, B320  
Quebec, G1R 5M9

Email: [signatures.911@bell.ca](mailto:signatures.911@bell.ca)

With a copy to,

c/o Corporate Secretary  
1 Carrefour Alexander Graham Bell, Building A, 4th Floor  
Verdun, Québec H3E 3B3.

Facsimile: (514) 766-8161

The 9-1-1 Authority shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.

- (h) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (i) **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 3 (Fees ), 4(c) (Termination or Suspension of a Service), 5 (Limitation of Liability), 6 (Confidential Information), and this Section 8 (General Provisions).
- (j) **Counterparts:** This Agreement may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.



- (k) **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
  
- (l) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of the 9-1-1 Authority. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.

<p><b>[9-1-1 AUTHORITY NAME]</b></p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind the 9-1-1 Authority to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>	<p><b>BELL CANADA</b></p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>
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## Schedule "A"

### DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in this Schedule "A" and where not otherwise defined in this Agreement, as ascribed in the current Network Interconnection (UNI) Document.

**"9-1-1 Authority"** means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations pursuant to the Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service, and defined as the 9-1-1 Authority party to this Agreement;

**"9-1-1 Call"** means a request for public safety assistance signalled by a 9-1-1 Caller using a device and communications service supporting 9-1-1 dialling, and delivered through the NG9-1-1 Service, regardless of the media (e.g., voice, video, text, other) used to make that request;

**"9-1-1 Caller"** means end user dialing 9-1-1;

**"9-1-1 Control Centre"** means a dedicated 9-1-1 24/7 support, maintenance and surveillance centre;

**"Agreement"** has the meaning ascribed to it in Section 2(a);

**"Back-Up PSAP"** or **"Back-Up Public Safety Answering Point"** means the back-up PSAP as identified by the 9-1-1 Authority in Schedule "C";

**"Basic 9-1-1 Final Routing Alternative"** means the designated last resort routing destination involving a third-party call centre, such as those used for nomadic VoIP calls;

**"Bell 9-1-1 Flex Portal"** means a secure Web site accessible from the public Internet for Customers to access information pertaining to its NG9-1-1 Services.

**"CEE"** means Customer Edge Equipment and refers to the peering equipment provided by the customer, facing the Bell Customer Edge router;

**"CRTC"** or **"Canadian Radio-Television and Telecommunications Commission"** has the meaning ascribed to it in the preamble to this Agreement;

**"Effective Date"** has the meaning ascribed to it in Section 4(a);

**"End User Data"** has the meaning ascribed to it in Section 6(d);

**"Event of Force Majeure"** has the meaning ascribed to it in Section 7(a);

**"ESInet"** has the meaning ascribed to it in Section 2(c)(i);

**"GIS Authority"** means a body that has control over and the power to make decisions about the source addressing and GIS data which is responsible for providing aggregated GIS/addressing data on behalf of the 9-1-1 Authority to the NG9-1-1 Service Provider for the purpose of NG9-1-1 Service;

**"GIS Data Provider"** means an entity that assigns addresses, creates, collects, maintains and shares spatial datasets. It may include addressing authorities (e.g. local, provincial and territorial governments, First Nations), 9-1-1 Authorities, and data aggregators;

**"GIS"** and **"Geographic Information System"** Means a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced;

**“i3-PSAP”** means a Public Safety Answering Point (PSAP) conformant to the NENA i3 standard (NENA-STA-010), which is capable of receiving IP-based signaling and media for delivery of emergency calls;

**“Initial Term”** has the meaning ascribed to it in Section 4(a);

**“ILEC”** and **“Incumbent Local Exchange Carrier”** means the existing telephone companies, prior to the introduction of local competition;

**“Late Payment Charges”** has the meaning ascribed in Section 3;

**“Local Registration Authority”** have the meaning ascribed to them in CRTC Decision 2019-353;

**“MSAG”** or **“Master Street Address Guide”** means the database that contains street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper selective routing and selective transfer of 9-1-1 calls in the legacy E9-1-1 environment;

**“NENA i3”** has the meaning ascribed to it in the preamble of the Agreement;

**“NG9-1-1”** means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (a) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response;

**“NG9-1-1 Network Provider”** means the CRTC mandated ILEC providing the ESInet/NGCS;

**“NG9-1-1 Service”** has the meaning ascribed to it in Section 2(c)(i);

**“NGCS”** and **“Next Generation 9-1-1 Core Services”** means the base set of services needed to process a 9-1-1 call on an ESInet. NGCS includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services and typical IP services such as Domain Name System (DNS). The term NGCS includes the services and not the network on which they operate (i.e., the ESInet);

**“Offnet Agency”** means an agency outside of the NG9-1-1 network, such as a poison control centre or an hospital, which may be designated by the 9-1-1 Authority to be able to receive PSTN calls transferred by a designated PSAP;

**“ONP”** and **“Originating Network Provider”** means a CRTC-approved trusted entity service provider that allows its subscribers to originate 9-1-1 dialled voice or non-voice calls from the public to PSAPs, including but not limited to wireline, wireless, and fixed/native voice over internet protocol (VoIP) services.

**“PRR”** and **“Policy Routing Rule”** means the criteria which determines how 9-1-1 Calls are routed under stated conditions such as when a target PSAP is unable to take 9-1-1 Calls;

**“PSAP”** or **“Public Safety Answering Point”** means an entity responsible for receiving 9-1-1 Calls and processing those 9-1-1 Calls according to a specific operational policy - a Primary Public Safety Point, Secondary Public Safety Point, and Back-Up Public Safety Point as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

**“PSAP Contingency Plans”** means a plan in case of a disaster;

“**PSAP Credentialing Agency**” and “**PCA**” have the meaning ascribed to them in CRTC Decision 2019-353;

“**PSAP Locations**” means the locations of the PSAPs as identified in Schedule “C” (PSAP Designations & Locations);

“**P-PSAP**” or “**Primary Public Safety Answering Point**” means a communication centre which is the first point of contact for 9-1-1 Calls as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“**Renewal Term**” has the meaning ascribed to it in Section 4(b);

“**S-PSAP**” or “**Secondary Public Safety Answering Point**” means a communication centre to which 9-1-1 Calls are transferred from a P-PSAP, typically the fire, police or ambulance agency responsible for dispatching emergency personnel as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“**Schedule**” has the meaning ascribed to it in Section 2(a);

“**Serving Area**” means the geographic area, as determined by the 9-1-1 Authority from which 9-1-1 Calls will be directed to a particular P-PSAP;

“**Subscriber**” means an entity that contracted with a service provider for the provision of a voice telecommunications service;

“**Selective Routing**” means the process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the 9-1-1 Caller’s location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in a specified format such as an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude);

“**Taxes**” has the meaning ascribed to it in Section 3;

“**Term**” has the meaning ascribed to it in Section 4(b); and

“**User-to-Network Interface (UNI) Technical Specifications Document**” means the authoritative document which sets the technical specifications an i3-PSAP must comply with.

**Schedule “B”**  
**NG9-1-1 FEATURES**

The NG9-1-1 Service offers features as provided in CRTC 7400, Bell Canada National Services Tariff Item 601.

If a PSAP chooses to forgo utilizing one or more of the NG9-1-1 Service features provided by the NG9-1-1 Service network provider as described in the UNI, the PSAP does so at its own risk and assume all liabilities including prolonged restoration times in the event of an outage.

## Schedule "C"

## PSAP DESIGNATIONS &amp; LOCATIONS

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)	LONDON POLICE	601 DUNDAS ST LONDON	Y
Secondary PSAP Police (*1 & *2)	LONDON POLICE	601 DUNDAS ST LONDON	Y
Secondary PSAP Fire (*1 & *2)	LONDON FIRE	400 HORTON ST LONDON	Y
Secondary PSAP Ambulance (*1 & *2)	LONDON AMBULANCE	1510 WOODCOCK STREET LONDON	Y
Additional Offnet Agency if required (*1 & *2& *3) i.e. Poison control			N
Designated Provincial or Territorial default i3 PSAPs (*4)			

## Notes:

\*1 – 9-1-1 Authority shall ensure all PSAPs connected to ESInet meet the NG9-1-1 requirements.

\*2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change.

\*3 – "Offnet" Agencies are not connected to the ESInet over an IP-UNI and call transfers to such agencies are the responsibility of the PSAP's Call Handling System

\*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.

## **Schedule 'D'**

### **SPECIFICATIONS & GUIDELINES**

The specifications, templates and guidelines for the NG9-1-1 Service are found at <https://911flex.bell.ca/Login.html>, under the title "NG9-1-1 Onboarding Documentation".

## Schedule “E”

### DEPLOYMENT CRITERIA

PSAPs utilizing networks to process and deliver NG9-1-1 Calls outside of the ESInet do so at their own risk and assume all liabilities including prolonged restoration times in the event of an outage.

In order to ensure reliability, resiliency and security of the NG9-1-1 Service, the 9-1-1 Authority shall ensure that all of the PSAPs meet the following mandatory requirements without which the PSAPs will not be permitted to interconnect with the production NG9-1-1 network:

#### 1. IP VPN ESInet Interconnection

All i3-PSAP types, Primary and Secondary, are entitled to a single Back-Up location.

All IP VPN ESInet demarcation locations (Primary, Secondary and Back-Up PSAPs) are provided with two (2) redundant data paths and must make use of both. PSAPs must make use of all available in-house diversity (cable entrance, power, etc.).

ESInet physical demarcation locations must be geographically located within the Bell Canada NG9-1-1 Serving region.

PSAPs are expressly forbidden to establish private VPN tunnels over the ESInet, through the provided IP VPN circuits.

#### 2. ESInet Interconnection of Non-designated PSAP facilities

For those PSAP sites not listed in Schedule “C”, if the 9-1-1 Authority requires additional circuits, these arrangements may be provided by Bell for a fee;

#### 3. PSAP CEE Interconnection Requirement

- a. All PSAPs shall employ a NENA i3 compliant Border Control Function (“**BCF**”) as defined in the Bell NG9-1-1 UNI technical specification as a mandatory condition of interconnection with the NG9-1-1 network. The BCF must be comprised of a minimum of both a firewall and session border controller function. The BCF must be deployed in a manner which prevents single points of failure.
- b. PSAPs shall ensure their local network infrastructure (i.e., Local Area Network [LAN] and/or private Wide Area Network [WAN]) is sized appropriately to support the bandwidth of all NG9-1-1 traffic as calculated and provisioned by the NG9-1-1 Network Provider, in addition to their own in-house network requirements;

#### 4. i3 Call Handling CODEC requirement

All PSAPs shall implement the mandatory list of CODECs as defined in Telecom Decision CRTC 2019-353 (<https://crtc.gc.ca/eng/archive/2019/2019-353.htm>) and make necessary changes as updates become approved by CRTC.

#### 5. IP Network protocol support

All PSAPs shall deploy Dual Stack as the method for simultaneous use of IPv4 & IPv6 address spaces, or to individually perform Network Address Translation - Protocol Translation (“**NAT-PT**”) for their Network Domain as defined in the Bell NG9-1-1 UNI technical specification. This is a mandatory condition to interconnect to the NG9-1-1 Service Network;

#### 6. End-to-End Encryption

All PSAPs shall support encryption of traffic from and towards the ESInet as defined in the Bell NG9-1-1 UNI technical specification;

#### 7. QoS Support

All PSAPs shall implement the QoS requirements as defined in the Bell NG9-1-1 UNI technical specification;



## **8. PSAP Credentialing Agency – NG9-1-1 Network Provider service**

All PSAPs shall utilize the Bell PSAP Credentialing Agency service. PSAPs shall identify to Bell as part of the onboarding process the individual or group responsible for acting as the Local Registration Authority (“**LRA**”). The LRA agreement and the roles and responsibilities can be found in Schedule H. For clarity, the LRA agreement is attached for reference purposes. There is no expectation that the NG9-1-1 Authority will sign the LRA agreement itself but the NG9-1-1 Authority will ensure that the selected PSAPs will execute such agreement.

## **9. Contingency Routing**

PSAPs shall communicate all 9-1-1 contingency arrangements to Bell including agreements and arrangements with other agencies in order to design and implement Policy Routing Rules accordingly. PSAP’s defined Policy Routing Rules must contain at a minimum one Policy Routing Rule specifying a partner third party PSAP to act as backup in the event the PSAP is not able to respond to 9-1-1 Calls.

## **10. Domain Name Service (DNS) – NG9-1-1 Network Provider service**

PSAPs must utilize the Bell NGCS-based DNS service to ensure resiliency of DNS functions and seamless PCA functionality.

The 9-1-1 Authority is requested to encourage PSAPs to utilize the following NGCS provided functions to further enhance network reliability, resiliency and security of the NG9-1-1 Service:

### **1. Network Time Protocol (NTP) – NG9-1-1 Network Provider Service**

PSAPs are encouraged to utilize the Bell NGCS-based NTP service to ensure accurate time synchronization with all ESInet interconnected elements and as an additional time source within their Local Area Network (LAN).

**Schedule "F"**

**MULTIPLE REGION PSAPs**

This Schedule must be filled out by PSAPs covering multiple regions and managed by a provincial or federal authority (e.g., Ontario Ministry of Health, Sureté du Québec, Ontario Provincial Police etc.

<b>Sites</b>	<b>Official Name</b>	<b>9-1-1 authority (municipalities, counties, etc.)</b>

**Schedule “G”**

**NG9-1-1 GIS REQUIREMENTS**

<b>Municipality, County or Other Government Entity name</b>	<b>GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name</b>	<b>Provincial \ Territorial Legislation (Y/N)</b>

- ❖ In the absence of Provincial or Territorial legislation defining a Data Aggregator body, by default the NG9-1-1 Network Provider will be the defined GIS and addressing Data Aggregator ([Telecom Decision CRTC 2020-150 | CRTC](#))

**Schedule "H"**  
**Local Registration Authority Agreement**

## 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:** Building Safer Communities Fund (BSCF) Contribution Agreement

**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on February 14, 2023, to:

- a) approve the Building Safer Communities Fund (BSCF) Contribution Agreement, attached as Schedule A to the proposed by-law, (the “Agreement”) between His Majesty the King in Right of Canada as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London;
- b) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the Agreement; and,
- c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any financial reports required under this Agreement.

## Executive Summary

This report recommends that the Corporation of the City of London enter into the Building Safer Communities Fund Contribution Agreement between His Majesty the King in Right of Canada as represented by the Minister of Public Safety and Emergency Preparedness, and the Corporation of the City of London (the “Recipient”), attached as Schedule A.

## Previous Reports Pertinent to this Matter

- [Community Safety and Well-Being Plan](#) (August 31, 2021)

## Linkage to the Corporate Strategic Plan

The Building Safer Communities fund is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2019-2023:

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

## Analysis

### 1.0 Discussion and Considerations

#### 1.1 Background and Purpose

In March 2022, the federal Ministry of Public Safety and Emergency Preparedness announced new federal support to prevent gun and gang violence through the \$250 million Building Safer Communities Fund (BSCF), administered via Public Safety Canada. The fund is intended to help municipalities and Indigenous communities tackle root causes of gun and gang violence by focusing on programs that support children, youth and young adults who are involved in or at risk of joining gangs.

The funding is intended to support community-led projects to combat gun and gang violence and address knowledge gaps concerning the impacts of interventions in gun and gang violence. Eligible Recipients may further distribute funds to recipients of their choice to:

- develop local and community-based strategies and initiatives,
- build capacity to better understand the nature, scope and impacts of the types of prevention and intervention initiatives implemented,
- enhance evidence-based and targeted prevention and intervention activities,
- advance knowledge and evidence of what works, and
- develop a data collection strategy and system.

BSCF is a pan-Canadian program that used an evidence-based funding methodology to ensure equitable distribution of funding to large, small, rural and Indigenous communities based on two major elements:

- crime severity (homicide by firearm, incidents of firearm offences, organized crime/street gang-involved crime); and,
- population density.

Based on this methodology The City of London was identified as a recipient for funding and is eligible to receive up to \$3,093,359.39 over four years (2022 – 2026).

The purpose of this report is to:

- 1) provide an overview of the Building Safer Communities Fund and alignment with community priorities regarding safety and well-being in London; and,
- 2) present for consideration of approval the BSCF Contribution Agreement between His Majesty the King in Right of Canada as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London (the “Recipient”).

## 1.2 London’s Community Safety and Well-Being (CSWB) Plan

The objectives of the BSCF align closely with the [London’s Community Safety and Well-Being \(CSWB\) Framework](#), which focuses on addressing community-identified risks that impact Londoners’ safety and well-being. Therefore, to assist with the development of the submission, and multi-year strategy, Civic Administration engaged London’s Community Safety and Well-being Advisory Committee.

The Government of Ontario required all municipalities to prepare and adopt a Community Safety and Well-Being Plan by July 1, 2021. The City of London led a collaborative planning process to develop the CSWB Framework, which was endorsed by City Council on September 14, 2021. Under the Ontario *Police Services Act* (effective January 1, 2019), communities were required to assemble an Advisory Committee to oversee the development of their Community Safety and Well-Being Plans.

Under the Act, this Advisory Committee was required to have representation from a variety of sectors, including the local health integration network, entities that provide physical and mental health services, educational services, community and social services, custodial services for children and youth, a representative of the police board, and a representative of local police services.

[London’s Community Safety and Well-Being \(CSWB\) Plan](#) is a framework that outlines how the community will address the most pressing risk factors related to community safety and well-being and respond to emerging issues as they arise. The CSWB Framework lays out an approach to addressing issue-based, system-level, and emerging risks that guide collective actions to ensure that London is a healthy, safe, and equitable city for all.

Through community consultation, the CSWB Framework identified the following seven issue-based priorities:

- 1) Anti-racism and anti-oppression;
- 2) A safe London for women and girls;
- 3) Crime;
- 4) Employment;
- 5) Housing;
- 6) Mental health; and,

## 7) Substance use.

The objectives of the BSCF align closely with the goals and strategic approach of the CSWB Framework. Specifically, the BSCF is aligned with the Crime priority. Crime reduction and prevention were reported as critical areas of focus through the public consultation that was undertaken to create the CSWB Framework. This includes addressing underlying issues related to crime, providing education to promote safety, and increasing awareness of how to report safety concerns and how to stay safe. Through the BSCF, strategies will be identified to address gun and gang-related crime in London, including programs and services that focus on prevention and social development for at-risk populations. The strategies will also improve understanding of the effectiveness of interventions and how to mitigate risk factors associated with gun and gang activities.

### 1.3 BSCF Submission

In order to access the funding, recipients are required to complete a submission form, budget template and workplan. Civic Administration, in consultation with the CSWB Advisory Committee, developed and submitted a proposal to Public Safety Canada in September of 2022. The proposal was approved by Public Safety Canada in December, 2022. Due to the time required for approval, timelines outlined in the proposal may be subject to change.

The approved proposal includes a number of Year One key deliverables, outlined below, to support the development of comprehensive, effective, and equitable multi-year strategy to be implemented between 2023 - 2026.

#### Year One Key Deliverables

1. Completion on Needs Assessment, including:
  - a. Environmental scan of existing programs and initiatives
  - b. Community engagement
  - c. Issue identification and analysis
  - d. Investigation of promising practices for prevention, early intervention, and diversion
2. Development of Multi-Year Strategy and Sustainability Plan
  - a. Develop and validate strategies
  - b. Develop and validate Sustainability Plan
  - c. Apply the City of London's Anti-racism and Anti-oppression Framework and Equity Tool
  - d. Complete Multi-Year Strategy and submit to Public Safety Canada

The multi-year strategy will be submitted to Public Safety Canada prior to the expiration of the Contribution Agreement attached as Schedule A, in order to process an amendment to include the remaining years of funding (until March 31, 2026). Planned expenditures are up to \$329,325.94 from the date of execution of the Agreement to June 30, 2023.

## 2.0 Financial Impact/Considerations

No municipal contribution of funding is required. The activities that will be undertaken related to the BSCF project are fully funded through the Ministry of Public Safety and Emergency Preparedness. The BSCF was administered based on a methodology developed by Public Safety Canada that accounted for history of gun and gang-related harm in large, small, rural and Indigenous communities across Canada. The City of London is eligible to receive up to \$3,093,359.39 in funding between 2023 and 2026.

### 2.1 Indemnity

In the Contribution Agreement, Article 17.0 – Indemnity requires the City to indemnify and hold harmless the Minister from and against any loss or proceeding, unless solely caused by the Minister's negligence or wilful misconduct. Although this clause exposes the City to risk, the benefits of the Agreement outweigh the risks. The City mitigates these risks through project management and control measures, liability transfers and applicable insurance.

## **Conclusion**

The BSCF is intended to help municipalities and Indigenous communities develop community-based prevention and intervention strategies and initiatives to tackle gun and gang activities; increase the knowledge of the nature, scope and challenges to tackle gun and gang activities, and support the development of a plan to sustain successful prevention and intervention programs. Pending Council's approval, the funding allocated through the attached Contribution Agreement will support a needs assessment and environmental scan to lay the foundation for the development of a multi-year strategy.

**Prepared by:** Michelle Dellamora, Manager, Community Initiatives and Plans

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

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

c: Doug Drummond, Financial Business Administrator, Finance Supports  
Vanetia R., Solicitor I, Legal Services  
Jason Wills, Manager III, Risk Management, Legal Services  
Community Safety and Well-Being Advisory Committee



Bill No.  
2023

By-law No.

A by-law to approve and authorize the execution of the Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London

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 subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1. Building Safer Communities Fund (BSCF) Contribution Agreement (the "Agreement") between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London, substantially in the form attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated the authority to execute the Building Safer Communities Fund (BSCF) Contribution Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services or written designate is delegated the authority to undertake all the administrative, financial, and reporting acts that are necessary in connection with the Agreement as approved in section 1, above.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on February 14, 2022

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –



**BUILDING SAFER COMMUNITIES FUND**

**CONTRIBUTION AGREEMENT**

**BETWEEN**

HIS MAJESTY THE KING  
IN RIGHT OF CANADA,  
as represented by the Minister of  
Public Safety and Emergency Preparedness

(hereinafter referred to as "the Minister")

**AND**

CORPORATION OF THE CITY OF LONDON, a  
municipality duly incorporated under the laws of  
Canada , having its head office at London, Ontario,  
as represented by the Deputy City Manager,  
Neighbourhood and Community-Wide Services

(hereinafter referred to as "the Recipient")

(hereinafter collectively referred to as "the Parties")

**WHEREAS** the Minister has established the Building Safer Communities Fund (hereinafter referred to as "the Program") to support projects that contribute to the achievement of the Department's objectives with respect to supporting Municipalities and Indigenous governments in their efforts to address gun and gang prevalence by providing a determined funding allocation to put in place community led projects to combat gun and gang violence and address knowledge gaps concerning the impacts of interventions in gun and gang violence;

**AND WHEREAS** the Minister wishes to provide, through this Agreement, a financial contribution to the Recipient for the purpose of the project BSCF - City of London, being more fully described in Annex A – Project Description (hereinafter referred to as "the Project").

**THEREFORE**, the Parties agree as follows:

**1 DEFINITIONS**

In this Agreement:

- 1.1 "Agreement" means this Contribution Agreement and includes all Annexes and any amendments made to this Agreement in accordance with section 35 (Amendments);
- 1.2 "Appropriation" means any authority of Parliament to pay money out of the Consolidated Revenue Fund;
- 1.3 "Asset" means any asset(s) acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4 "Budget" means the total forecasted expenditures for the Project, as well as the total amount of funding to be received from all sources for the Project, as set out in Annex B – Approved Project Budget;

- 1.5 "Conflict of Interest" means a situation where a Recipient would apply the provisions of this Agreement in a manner that is not provided for within the scope of this Agreement and that would provide an opportunity to further their private interests or those of their relatives or friends;
- 1.6 "Exceptional circumstances" means facts that support a finding where there would have been loss of a critical project resource or that the viability of the Project would have been jeopardized had the expenditures not been incurred prior to the signature of this Agreement;
- 1.7 "Eligible Expenditures" means the costs that are eligible as described in Annex B – Approved Project Budget of this Agreement that are incurred by the Recipient in carrying out the Project;
- 1.8 "Fiscal Year" means the twelve-month period beginning April 1 of any year, and ending March 31 of the following year;
- 1.9 "In good standing" means the Recipient continues to meet all terms and conditions set out in this Agreement;
- 1.10 "In-kind contribution" means non-monetary resources provided by third parties and/or the Recipient to support the Project;
- 1.11 "Project" means the activities described in Annex A – Project Description to this Agreement; and
- 1.12 "Single Recipient Audit" means a coordinated approach to recipient auditing whereby an auditor representing some or all donors conducts a single recipient audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements with that particular recipient.

## 2 EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature and, subject to termination, in accordance with all of the provisions contained in this Agreement, remains in effect until June 30, 2023. The Parties agree to a wrap-up period of 90 days, after the expiry of this Agreement for the completion of reporting requirements and release of the final payment.

## 3 PURPOSE

The Recipient shall use the funding provided under this Agreement solely to carry out the Project in accordance with all of the provisions contained in this Agreement and applicable laws.

## 4 ELIGIBLE EXPENDITURES

- 4.1 Subject to subsection 4.2, the Recipient agrees that expenses are only deemed eligible if incurred while this Agreement is in effect as per the dates set out in section 2.
- 4.2 The Recipient agrees that the Minister's contribution only covers actual costs of the eligible expenditures described in Annex B – Approved Project Budget of this Agreement.
- 4.3 The Minister does not reimburse taxes paid by the Recipient for goods and services for which the Recipient is entitled to tax credits or reimbursement.

- 4.4** The maximum rates that the Recipient can claim for travel and incidentals related to the delivery of the Project, if applicable, shall be reimbursed in accordance with the *National Joint Council Travel Directive*.
- 4.5** In accordance with Annex C - Reporting Requirements and Payment Schedule and Annex B – Approved Project Budget, eligible expenditures must be incurred by the Recipient in the fiscal year they are allocated.
- 4.6** If the Recipient is to offer meals and refreshments as hospitality in relation to delivery of the Project, the maximum rates that the Recipient can claim must not exceed the standard cost per person as set out in the Appendix B of the Treasury Board *Directive on Travel, Hospitality, Conference and Event Expenditures*.
- 4.7** The Recipient may redistribute the contribution only if the following conditions are met:
- a) the Recipient acknowledges that it has independence in the choice of the persons or entities eligible under subsection 4.7 d) to whom it will redistribute the funding received under this Agreement, and it will not be acting as an agent of the Crown;
  - b) the Recipient agrees that it is solely responsible for the action or omission of a person or entity to whom it will redistribute funding received under this Agreement and must indemnify and save harmless the Minister and its employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the person or entity to whom the Recipient redistributed the funding to under this Agreement;
  - c) in support of the Project, described in Annex A - Project Description, and subject to the terms and conditions set out in this Agreement, the Minister agrees to contribute to the redistribution of funding up to a maximum amount of \$329,325.94 toward eligible expenditures described in Annex B – Approved Project Budget;
  - d) the Recipient agrees that it shall only redistribute funds received under this Agreement to entities that will put in place a prevention initiative or an intervention to address gun and gang activity with the exception of Government departments as defined in section 2 of the Financial Administration Act (including the RCMP) and federal Crown corporations;
  - e) the Recipient shall develop a clear, transparent and open decision-making process regarding the selection of persons or entities to receive redistributed payments and the selection and approval of initiatives to be funded with the funds provided under this Agreement, and describing their responsibilities in this process. This process shall also describe the redress mechanism regarding decisions of the Recipient relating to persons or entities that applied for or received redistributed funding. The Recipient shall provide a written description of this process to the Minister for approval before signing any agreement with an eligible person or entity identified in subsection 4.7 d);
  - f) funds redistributed by the Recipient shall appear in Annex B – Approved Project Budget and the cash flow statement, and may only be used for the eligible expenditures described in Annex B – Approved Project Budget;

- g) the Recipient agrees that it will only redistribute funds received under this Agreement if it has signed a written funding agreement with an eligible person or entity which addresses the following elements:
  - i) the responsibilities agreed to between the Recipient and the person or entity with whom the Recipient redistributes the funding received under this Agreement, including their financial roles and responsibilities;
  - ii) provisions for oversight, reviews, and audits to be conducted by the Recipient and the right of the Recipient to provide copies of any review, evaluation or audit reports to the Minister and the Auditor General of Canada;
  - iii) provisions allowing for the Minister and the Auditor General of Canada access to the documents and premises of the person or entity with whom the Recipient redistributes funding received under this Agreement, for the purpose of monitoring compliance with the funding provided under this Agreement and the obligations of the Recipient;
  - iv) provisions for the Recipient to make known the federal government's role in the funding provided to persons or entities to whom the Recipient will redistribute the funding received under this Agreement; and
  - v) a redress provision regarding decisions made by the Recipient relating to persons or entities that received redistributed payments;
- h) the Recipient shall provide to the Minister and to the Auditor General of Canada, upon request, a copy of any agreement signed with an eligible person or entity to which the Recipient has redistributed the funding received under this Agreement;
- i) the Recipient shall provide to the Minister, their authorized representatives, and to the Auditor General of Canada a copy of its operating plans, including annual performance expectations, with respect to the contribution funding;
- j) the Recipient shall provide to the Minister a list of eligible person(s) or entity(ies) to whom the Recipient has redistributed the funding received under this Agreement and of the amount redistributed to them; and
- k) the Recipient shall provide to the Minister and to the Auditor General of Canada, upon request, a copy of any reports or reviews, evaluation or audits carried out by, or on behalf of, the Recipient related to the use of the funding by an eligible person or entity to whom the Recipient has redistributed the funding received under this Agreement.

## **5 MAXIMUM AMOUNT OF THE CONTRIBUTION**

**5.1** In support of the Project described in Annex A – Project Description, and in accordance with all of the provisions contained in this Agreement, the Minister agrees to contribute up to a maximum amount of \$329,325.94 towards eligible expenditures described in Annex B – Approved Project Budget.

**5.2** The maximum amount of the contribution is established in accordance with Annex B – Approved Project Budget as follows;

\$309,325.94 for Fiscal Year 2022-2023;

\$20,000.00 for Fiscal Year 2023-2024;

totalling \$329,325.94 in funding provided by the Minister under this Agreement.

## **6 STACKING PROVISIONS**

The Recipient agrees that:

- 6.1** any payment under this Agreement is subject to total financial assistance of all levels of government (stacking of federal, provincial, territorial and municipal financial assistance) not exceeding one-hundred percent (100%) of the Project's eligible costs;
- 6.2** it shall, without delay, inform the Minister of any change to the budget, the Project objectives, activities, and/or scope or of any change in anticipated funding and any additional amount that is received for the Project; and
- 6.3** if the total governmental financial assistance exceeds the percentage prescribed at subsection 6.1 or if the Project generates a profit or receives other sources of funding for the purpose of this Agreement, the Minister may reduce the contribution, request reimbursement of amounts already provided or renegotiate the expected activities/results.

## **7 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES**

- 7.1** The Recipient is permitted to reallocate funds between categories of eligible expenditures, as identified in Annex B – Approved Project Budget, with the following conditions:
  - a) within a current Fiscal Year, for a reallocation greater than twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must, prior to reallocating the funds, obtain a written authorization from the Minister and the Parties shall amend this Agreement; or
  - b) within a current Fiscal Year, for a reallocation of five percent (5%) up to, and including, twenty percent (20%) of the Minister's annual contribution for a Fiscal Year, the Recipient must include an explanation in the comment section of the cash flow statement.
- 7.2** Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 5.2.

## **8 PAYMENT SCHEDULE AND FINAL PAYMENT**

- 8.1** The Minister will provide the Recipient with payments in accordance with Annex C - Reporting Requirements and Payment Schedule after receiving and approving the cash flow statements and the reports as described and outlined in sections 9 and 10.
- 8.2** The Minister will issue a final payment at the end of this Agreement only when it is satisfied that the Recipient has complied with all the obligations under this Agreement.

## **9 FINANCIAL REPORTING**

### **9.1 Cash Flow Statement**

The Recipient shall provide a completed cash flow statement to the Minister in order to be reimbursed for expenditures incurred on the Project as per Annex C – Reporting Requirements and Payment Schedule. The Recipient may submit

additional cash flows to seek more frequent payments based on the operational requirements of the Recipient in the delivery of the Project. It must be certified by a person authorized by the Recipient and show any reallocations of funds between budget items as per the requirements of section 7.

## **9.2 Final Cash Flow Statement**

The Recipient shall provide to the Minister a final cash flow statement on the Project. The cash flow must contain a presentation of the Project budget, as categorized by Annex B – Approved Project Budget, and include a statement of revenues and expenditures. It shall be submitted as per the reporting timelines set out in Annex C - Reporting Requirements and Payment Schedule. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 7, and supporting documentation for the reallocation.

- 9.3** All sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, shall be identified separately in Annex B – Approved Project Budget and be identified in the cash flow statements.

## **10 NON-FINANCIAL REPORT**

- 10.1** The Recipient shall provide the Minister with non-financial reports as described in Annex C – Reporting Requirements and Payment Schedule, in the format prescribed by the Minister.

- 10.2** The Recipient shall provide the Minister with any additional information that the Minister deems necessary for the purpose of this Agreement.

## **11 PROJECT RECORDS**

The Recipient shall:

- 11.1** maintain separate accounting records clearly identifying revenues and expenditures for the Project, and in the case of any in-kind contributions to the Project by the Recipient or by third parties, records supporting the provision of such in-kind contributions;
- 11.2** maintain financial records with respect to the Minister’s contribution in accordance with Generally Accepted Accounting Principles as prescribed in the Chartered Professional Accountants Canada Accounting Handbook, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and
- 11.3** retain all materials and records relating to this Agreement and the Project for a period of no less than six (6) years following the expiry or termination of this Agreement.

## **12 DEFAULT AND REMEDIES**

- 12.1** Any of the following events constitute a default to this Agreement:

- a) the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- b) an order is made or a resolution is passed for the winding up of the Recipient or the Recipient is dissolved;



- c) in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
- d) the Recipient, either directly or through its representatives, makes a false or misleading statement to the Minister;
- e) in the Minister's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in this Agreement; or
- f) the Recipient no longer meets the eligibility criteria of the Program.

**12.2** If there is a default or if, in the Minister's opinion, there is likely to be a default, the Minister may, after giving written notice to the Recipient and if the Recipient does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

**12.3** The fact that the Minister refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on it shall not prevent it in any way from later exercising any other remedy or right under this Agreement or other applicable law.

### **13 CONDITIONS**

**13.1** The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.

**13.2** Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the provisions contained in this Agreement as applicable to the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at the Minister's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.

**13.3** In the event of a proposed reduction or termination to the funding of the Program under subsections 13.1 or 13.2, the Minister may, after giving the Recipient a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving the Minister a written notice, terminate this Agreement. Subject to the provisions contained in this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.

### **14 AUDIT**

**14.1** The Recipient agrees that the Minister may appoint independent auditors, at the Minister's expense, during the term of this Agreement and within six (6) years following the expiry or termination thereof to review the Project records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by the Minister and the consistent application of Generally Accepted Accounting Principles in the maintenance of financial and accounting records.

**14.2** The Recipient provides consent for the Minister to cooperate and share information with other Government of Canada departments or agencies for the purpose of a Single Recipient Audit. Single Recipient Audits utilize a coordinated approach to recipient audits, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with the provisions contained in some or all funding agreements.

**14.3** The Recipient shall give access to its premises and make its materials and records related to the Project available to the Minister for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers related to the Project when requested, without charge.

**14.4** Over and above what is provided for in subsections 14.1 to 14.3 herein, the Recipient shall make its materials and records related to the Project available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

## **15 TERMINATION**

In addition to what is provided for in section 12 herein, this Agreement may be terminated:

**15.1** by any Party, when, as set out in section 13, funding is no longer available or the appropriation has been decreased, thirty (30) days upon receipt of a written notice of termination by the other Party;

**15.2** by the Minister, if the Recipient has not remedied the default to the satisfaction of the Minister within the thirty (30) day period as set out in subsection 12.2; or

**15.3** by any Party, even if there is no default by the other Party, thirty (30) days upon receipt of a written notice of termination by the other Party.

## **16 DISPUTE RESOLUTION**

If there is a dispute arising under the terms of this Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The Parties must bear the costs of mediation equally.

## **17 INDEMNIFICATION**

The Recipient shall indemnify and save harmless the Minister and its employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or its employees or agents.

## **18 LIABILITY**

The Recipient agrees that the Minister and its employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its

employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long-term obligations in relation to this Agreement.

## **19 INSURANCE**

The Recipient agrees to, through an appropriate policy of insurance, cover any liability resulting from any action or omission by the Recipient or its employees, agents, subcontractors or voluntary workers in completing the Project.

## **20 NO-PARTNERSHIP**

**20.1** The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture, does not create an agency or employment relationship between the Minister and the Recipient, and in no way implies any agreement or undertaking to conclude any subsequent agreement.

**20.2** The Recipient agrees not to represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

## **21 OVERPAYMENT AND INTEREST CHARGES**

**21.1** The Recipient is deemed to have received an overpayment if any of the following occurs:

- a) sums were paid to the Recipient but remained unexpended by the end of the last Fiscal Year covered by this Agreement or the date of expiry or termination of this Agreement;
- b) the Recipient's Cash flow statement has been completed and an overpayment has been identified as a result of ineligible expenditures;
- c) the Minister carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
- d) as a result of non-compliance with the stacking limits established by section 6 for total governmental financial assistance; or
- e) for any other reason, the Recipient was not entitled to the contributions, or the Minister determines that the sums paid exceed the amount to which the Recipient was entitled.

**21.2** The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of the Minister, the expenditures cannot be substantiated.

**21.3** Any amount to be repaid by the Recipient to the Minister under this Agreement is deemed a debt owed to the Crown. Said debt will be recovered in accordance with and is subject to the payment of interest as provided for in the *Financial Administration Act* (R.S.C.1985, c.F-11). Interest on the debt will be owed from the date of demand of repayment and will be calculated in the manner set out in the *Interest and Administrative Charges Regulations*.

**21.4** Reimbursements due to the Minister by the Recipient shall be made payable to the Receiver General for Canada.

**22 DECLARATIONS AND UNDERTAKINGS****22.1** The Recipient declares:

- a) that the information provided in Annex A – Project Description is true and accurately reflects what the Recipient intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- b) that it has the capacity and authority to enter into this Agreement to carry out the Project and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
- c) that all sources of funding for the Project, including any in-kind contributions as defined in subsection 1.10, are identified in Annex B – Approved Project Budget;
- d) that, to the best of its knowledge, it owes no amount to the Government of Canada under any legislation or funding agreements;
- e) that it holds the intellectual property rights required for the conduct of the Project and the exploitation of any intellectual property resulting thereof, and it grants the Minister the licenses described in section 30;
- f) that it is committed to the promotion of and respect for a law-abiding society, the rule of law and the values and principles underlying the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights* and declares that it is not participating in, or condoning, any activity that could be construed as contrary to the laws of Canada or its provinces or territories; and
- g) that it will not assign this Agreement, or any part thereof, or any payments to be made under it, without the written permission of the Minister but that nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

**22.2** The Recipient acknowledges:

- a) that it was informed by the Minister that any expenditure incurred by the Recipient prior to the effective date of this Agreement will not be reimbursed;
- b) that the Minister did not, either directly or indirectly agree to, endorse or support in any way the Recipient's decision to proceed with expenditures prior to the effective date of this Agreement; and
- c) that any expenditure made prior to the signature of this Agreement was at the Recipient's own risk.

**22.3** During the term of this Agreement, the Recipient undertakes to:

- a) take all necessary actions to maintain itself in good standing, to avoid conflict of interest, to preserve its legal capacity, and to inform the Minister, without delay, of any failure to do so;
- b) disclose to the Minister, without delay, any fact or event that would or may compromise the Project's chance of success or the Recipient's ability to complete any of the provisions contained in this Agreement, either

immediately or in the long term, including but not limited to pending or potential lawsuits and audits; and

- c) respect the official language commitments set out in the Project Description as outlined in Annex A – Project Description and, if applicable, to make public announcements and public documents related to the activities available in both official languages.

### **23 DIRECT OR INDIRECT BENEFITS**

No member of Parliament or current or former public office holder of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with applicable regulations or policies, as the case may be, including the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

### **24 LOBBYING**

Any person lobbying on behalf of the Recipient must comply with the requirements of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Suppl.). The Recipient:

- 24.1** certifies that it has not directly or indirectly paid or agreed to pay a contingency fee for the solicitation, negotiation or obtainment of funding under this Agreement to any person other than an employee acting in the normal course of the employee's duties; and
- 24.2** acknowledges that accounts and records pertaining to the payment of fees or other compensation for the solicitation, attainment or negotiation of this Agreement are subject to the audit provisions of this Agreement and if the Recipient has certified falsely or is in default of the obligations contained herein, the Minister is entitled to recover from the Recipient the full amount of the contingency fee as an ineligible expenditure under this Agreement.

### **25 ACKNOWLEDGEMENT**

The Recipient agrees to acknowledge the contribution received from the Minister in a manner satisfactory to the Minister.

### **26 PUBLIC ANNOUNCEMENT**

The Recipient agrees that, with respect to this Agreement, a public announcement by the Minister in the form of a press release, press conference or otherwise may be made. The Recipient agrees that it will provide all 'reasonable and necessary' assistance in the organization of the public announcement, as requested by the Minister. The Recipient acknowledges that its name, the amount awarded, and the general nature of the activities supported may be made publicly available by the Minister.

### **27 DISCLOSURE**

- 27.1** Information gathered by the Parties in carrying out this Agreement is subject to applicable federal and provincial legislation regarding access to information and privacy.
- 27.2** The Recipient acknowledges and agrees that the Minister may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained within them.

**28 SURPLUS AND DEFICIT**

- 28.1** Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.
- 28.2** Any surplus or overpayment remaining upon expiry of this Agreement constitutes a debt due to the Crown.

**29 DISPOSITION OF ASSETS**

- 29.1** The Recipient shall preserve any assets acquired with the contribution funds for the duration of the Project and use them for the Project only unless the Minister authorizes their disposition.
- 29.2** The Recipient agrees that, at the end of the Project, or upon the termination of this Agreement, and if directed to do so by the Minister, any assets acquired from funds received under this Agreement shall be:
- a) sold at fair market value by the Recipient and that the funds realized from such sale shall be applied to the eligible costs of the Project to offset the Minister's contribution towards the eligible costs as set out in Annex B - Approved Project Budget;
  - b) transferred to another charitable or not for profit organization approved by the Minister, and if the donation will result in a tax benefit the funds realized from such a benefit be applied to the eligible costs of the Project to offset the Minister's contribution towards the eligible costs as set out in Annex B - Approved Project Budget; or
  - c) retained or disposed of in such other manner as may be determined by the Minister.
- 29.3** In the event the Recipient and the Minister agree that the Recipient is to keep the asset to be used under subsequent agreements with the program for similar activities, the Recipient agrees that said asset will be considered as an asset under the new agreement and that the disposition provisions of the new agreement will apply to that asset as well.

**30 INTELLECTUAL PROPERTY**

- 30.1** The Recipient retains ownership of any intellectual property created by the Recipient in carrying out the Project.
- 30.2** The Recipient grants the Minister a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, any intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

**31 NOTICE**

- 31.1** Any notice, information or document required under this Agreement is deemed delivered if forwarded by email or mail. Any notice sent by email is deemed received one (1) working days after it is sent; any notice mailed is deemed received eight (8) working days after it is mailed. It is the responsibility of the Recipient to inform the Minister, in writing, of any changes to this information within seven (7) working days.

**31.2** All notices, information and documents must be sent to the following addresses:

<b>To the Recipient</b>		<b>To the Minister</b>	
Name	Cheryl Smith	Name	Kait Lukasik
Title	Deputy City Manager, Neighbourhood and Community- Wide Services	Title	Regional Program Advisor
Name of Organization	Corporation of the City of London	Name of Organization	Public Safety Canada
Full Address	355 Wellington St, PO Box 5045 London, Ontario N6A 3N7	Full Address	425 Bloor Street E, Suite 597 Toronto, Ontario M4W 3R4
Telephone	519-661-2489 x 5880	Telephone	437-324-0111
E-mail	csmith@london.ca	E-mail	Kait.lukasik@ps-sp.gc.ca

**31.3** All payments to the Recipient will be sent to the following address:

Same as above

## **32 SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of this Agreement.

## **33 SURVIVAL**

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

## **34 ENTIRE AGREEMENT**

This Agreement, including the Recital, Annex A - Project Description, Annex B - Approved Project Budget and Annex C - Reporting Requirements and Payments Schedule, constitute the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

The Minister may provide the Recipient with a revised Annex C -Reporting Requirements and Payments Schedule at any time by giving a thirty (30) days' notice to the Recipient in writing.

Annex D - Cash Flow Statement, Annex E - Non-Financial Report and Annex F - Final Non-Financial Report are provided for convenience only.

## **35 AMENDMENTS**

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to this Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

## **36 GOVERNING LAW**

This Agreement must be governed in accordance with the applicable laws in Ontario.

## **37 PREVAILING LANGUAGE**

The Parties agree that the language of the version of this Agreement containing duly executed original signatures will be the prevailing version for interpretation in the event of inconsistencies with translated versions.

**38 EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES**

**38.1** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Each party will receive a copy of all signed counterparts; it being understood that all Parties need not sign the same counterparts.

**38.2** The exchange of copies of this Agreement and of signature pages by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

**For the Recipient**  
**Corporation of the City of London**

\_\_\_\_\_  
Cheryl Smith, Deputy City Manager  
Neighbourhood and Community-Wide Services

\_\_\_\_\_  
signed on

An individual who at the time of signature of this Agreement is duly authorized to enter into agreements that are legally binding on the Recipient on behalf of the Recipient.

**For the Minister**

**Lalonde, Julie** Digitally signed by Lalonde, Julie  
Date: 2022.12.21 11:18:30 -05'00'

\_\_\_\_\_  
Julie Lalonde  
Director, Community Safety Programs

\_\_\_\_\_  
signed on



**ANNEX A  
PROJECT DESCRIPTION**

<p><b>Objectives</b></p> <p>The City of London will develop a prevention and/or intervention approach to address local youth gun and gang activity. The outcome of this developmental agreement is to create a comprehensive multi-year project aimed at decreasing gun and gang violence in the City of London.</p>
<p><b>Project Overview</b></p> <p>The City of London has submitted a developmental plan to create a prevention and/or intervention strategy that focuses on building a safer London by reducing youth involvement in gun and gang violence. This project will further inform and develop a wholesome, multi-year strategy addressing youth gun and gang violence in fiscal years 2023-2026.</p> <p>The objective is to hire consultants, conduct a series of needs assessments, engage community partners, undergo data analysis, and conduct community consultations to develop the multi-year BSCF strategy and sustainability plan.</p> <p>The multi-year plan will be submitted to Public Safety Canada prior to the expiration of this agreement (June 30, 2023) in order to process an amendment to include the remaining years of funding (until March 31, 2026).</p>
<p><b>Work Plan</b></p> <p>The initiatives proposed to be funded under this developmental workplan include the following:</p> <ol style="list-style-type: none"> <li>1) Establish a project management team (December 2022)</li> <li>2) Hire consultants (December 2022)</li> <li>3) Conduct needs assessments including: environmental scan, community readiness assessment, issue analysis (January 1, 2023-March 31, 2023)</li> <li>4) Undergo community engagement (January 1, 2023-March 31, 2023)</li> <li>5) Create data strategy (January 1, 2023-March 31, 2023)</li> <li>4) Develop and validate multi-year strategy and sustainability plan (March 1-31, 2023)</li> <li>5) Submit Multi-Year Strategy and Sustainability Plan Strategy to Public Safety Canada (April 1-28, 2023)</li> </ol>
<p><b>Expected Outcomes</b></p> <p>In this developmental plan, the City of London expects to: establish a project management team, hire consultants, complete needs assessments, identify community partners and collaborators, compile meaningful data, and develop a BSCF strategy that will act as the guide to implement projects in fiscal years 2023-2026.</p> <p>The overall expected outcome is a comprehensive multi-year strategy, which will focus on reducing youth involvement in gun and gang activity in the City of London.</p>
<p><b>Official Languages</b></p> <p>During the term of the Agreement, the Recipient undertakes to: respect official language commitments set out in the Project Overview as outlined in the Project Description (Annex A), and, if applicable, to make public announcements and public documents related to the activities available in both official languages; acknowledge the Government of Canada's support in English and French, according to the conditions set out in Annex A.</p>

**ANNEX B**  
**APPROVED PROJECT BUDGET**  
**Project Budget**  
**Revenues for Fiscal Year**  
**2022-23**

Project Title: BSCF - City of London

<b>Government Funding (municipal, provincial, territorial and federal)</b>	<b>Amount</b>
Public Safety Canada	\$309,325.94
Subtotal – Cash	\$309,325.94
Subtotal – In-kind	\$0.00
<b>Total Government Funding</b> <i>Government assistance <b>100.0%</b> (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	<b>\$309,325.94</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$309,325.94</b>

1. Cash: actual dollar value or revenues/funding received
2. In-Kind: non-cash input which is given a cash value

**Eligible Expenses for Fiscal Year  
2022-23**

Project Title: BSCF - City of London

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Costs associated to conferences	\$2,300.00			\$2,300.00
Honoraria	\$25,000.00			\$25,000.00
Meals and/or refreshments for participants	\$2,025.94			\$2,025.94
Professional and consultant costs	\$250,000.00			\$250,000.00
Recruitment and training costs	\$10,000.00			\$10,000.00
Translation and simultaneous interpretation costs	\$15,000.00			\$15,000.00
Travel, accommodations and related expenses	\$5,000.00			\$5,000.00
Subtotal – Cash	\$309,325.94	\$0.00	\$0.00	\$309,325.94
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
<b>Total Expenditures:</b>	<b>\$309,325.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$309,325.94</b>

**Revenues for Fiscal Year  
2023-24**

Project Title: BSCF - City of London

<b>Government Funding (municipal, provincial, territorial and federal)</b>	<b>Amount</b>
Public Safety Canada	\$20,000.00
Subtotal – Cash	\$20,000.00
Subtotal – In-kind	\$0.00
<b>Total Government Funding</b> <i>Government assistance <b>100.0%</b> (municipal, provincial, territorial and federal) cannot exceed 100% of eligible expenditures</i>	<b>\$20,000.00</b>
<b>Non-government Funding and other</b>	
Subtotal – Cash	\$0.00
Subtotal – In-kind	\$0.00
<b>Total Non-government Funding and other</b>	<b>\$0.00</b>
<b>Total Revenues:</b>	<b>\$20,000.00</b>

**Eligible Expenses for Fiscal Year  
2023-24**

Project Title: BSCF - City of London

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Honoraria	\$5,000.00			\$5,000.00
Professional and consultant costs	\$15,000.00			\$15,000.00
Subtotal – Cash	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Subtotal – In-kind		\$0.00	\$0.00	\$0.00
<b>Total Expenditures:</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

**ANNEX C  
REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**

<b>Semi-Annual Progress Payments</b>		
<b>Initial Fiscal Year Payment(s)</b>		
<b>Period Covered</b>	<b>Reporting Due Dates</b>	<b>Required Documents</b>
Agreement start date to March 31	April 30	<ul style="list-style-type: none"> <li>• Cash flow statement (actuals for Q3,Q4)</li> <li>• General Ledger sampling</li> <li>• Non-financial report (Q3,Q4)</li> </ul>
<b>Subsequent Fiscal Year Payment(s)</b>		
April 1 to June 30	July 31	<ul style="list-style-type: none"> <li>• Cash flow statement (actuals for Q1)</li> <li>• General Ledger sampling</li> <li>• Non-financial report (Q1)</li> </ul>
<b>Final Payment</b>		
5% Holdback	Per section 2 of this Agreement	<ul style="list-style-type: none"> <li>• Final non-financial report</li> </ul>

**Note:** Service standard for payments is within 30 business days upon receipt of all required documents in good working order.

PSIMS #: 23074

ANNEX D  
CASH FLOW TEMPLATE

CASHFLOW STATEMENT

File Identification (Project number, Region,...other) (Financial)				Type of Funding			Recipient Name			Project / Program Title				Fiscal Year			
8500-23074				Contribution			Corporation of the City of London			BSCF - City of London				2022-23			
REVENUES				Combined REVENUES Quarter / Period April-June			Combined REVENUES Quarter / Period July-September			Combined REVENUES Quarter / Period October-December			Total Fiscal Year				
Funding Source	Total Funding	Forecast revenue	Actual Revenue (AR from previous FY)	Variance	Forecast revenue	Actual Revenue	Variance	Forecast revenue	Actual Revenue	Variance	Forecast revenue	Actual Revenue	Variance	Total Actual Revenue	Revenue-Remaining Funding	How Approved Spending	
Public Safety Canada Funding	303,325.34		0.00	0.00			0.00			0.00			0.00	0.00	303,325.34		
Other Government Funding (Provincial, Municipal and Territorial) (Financial)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00	100%	
Other Government Funding (Provincial, Municipal and Territorial) (In Kind)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00		
Total Other Funding Sources (Financial)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00	See Actual Spending	
Total Other Funding Sources (In Kind)	0.00		0.00	0.00			0.00			0.00			0.00	0.00	0.00		
<b>Total Project Funding</b>	<b>303,325.34</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303,325.34	0%	
Expenditure Categories as Identified in Program Terms and Conditions				Combined Expenditure Q1			Combined Expenditure Q2			Combined Expenditure Q3			Combined Expenditure Q4			Total Fiscal Year	
Public Safety Total Funding	All other Sources Total Funding + In-Kind	Total Actual Project Budget	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	Total Project Forecast	Total Project Actual Expenditure	PS Actual Expenditure	PS Accumulated Actual Expenditure	Total project Accumulated Actual Expenditure	Accumulated PS Variance
On-site services the conference	2,300.00	2,300.00													0.00	0.00	2,300.00
Meals	2,625.94	2,625.94													0.00	0.00	2,625.94
Transportation and parking fees	250,000.00	250,000.00													0.00	0.00	250,000.00
Reimbursement on Air tickets (air)	10,000.00	10,000.00													0.00	0.00	10,000.00
Transportation and parking fees (transportation only)	10,000.00	10,000.00													0.00	0.00	10,000.00
Travel, accommodation and related expenses	5,000.00	5,000.00													0.00	0.00	5,000.00
<b>Total Expenditures</b>	<b>349,925.94</b>	<b>0.00</b>	<b>303,325.34</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	303,325.34	

**Comments:**

*Attestation by Recipient Certified Financial Officer (CFO) or Authorized Official*

I hereby certify that the attached Itemized Statement of Revenues and Expenditures presents fairly the revenues received and the expenditures incurred by the Recipient for the period specified. Public Safety and Emergency Preparedness Canada may at any time request supporting documents for audit purposes.

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

*Attestation by Program Officer*

I have examined the expenses claimed for reimbursement and I certify that they correspond to the eligible expenditures listed in the Contribution Agreement and do not exceed the maximum authorized for each category as stipulated in the Terms and Conditions of the Program.

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

\*Reimbursement Cost allowed  
\*Capital Goods Reciprocity Item: \$5,000 are normally not part of most PS Program Terms and Conditions, however, in the event that an eligible expense category allows for Capital Goods greater than \$5,000 the amount of the item(s) must be identified and further activities to reconcile these expenses are to be pursued, referent your Agreement and the Policy on Transfer Payments for further instructions.

**ANNEX E  
NON-FINANCIAL REPORT TEMPLATE**

IDENTIFICATION					
<b>Project Title :</b>	BSCF – The City of London				
<b>Project Number :</b>	8500-23074				
<b>Recipient Name :</b>	The Corporation of the City of London				
<b>Name of Program Officer :</b>	Kait Lukasik				
<b>Prepared by :</b>		<b>E-mail:</b>			
<b>Fiscal Year :</b>	2022-2023	<b>Date of the Report :</b>			
<b>Period Covered by this report :</b>	<b>Select all that apply</b> <input type="checkbox"/> Q1 – April 1 <sup>st</sup> to June 30 <sup>th</sup> <input type="checkbox"/> Q2 – July 1 <sup>st</sup> to September 30 <sup>th</sup> <input type="checkbox"/> Q3 – October 1 <sup>st</sup> to December 31 <sup>st</sup> <input type="checkbox"/> Q4 – January 1 <sup>st</sup> to March 31 <sup>st</sup>				
SECTION 1: REPORT ON PROGRESS OF EACH PLANNED ACTIVITY					
(Add all activities listed in the Annex A of the Contribution Agreement)		Completed	In progress	Not yet started	Late / abandoned
1. Activity 1					
Describe the progress achieved this period for each of the activities. Please use concrete examples and reference your project milestones. If behind schedule, indicate what additional measures will be taken.					
2. Activity 2					
3. Activity 3					
(Add more activities as necessary) SECTION 2 : EXPECTED OUTCOMES/RESULTS					
Is the project on track to meet the expected outcomes/results in your agreement? If not, please explain.					
SECTION 3 : PARTNERSHIPS					
Describe any partnerships/networks that were involved during this reporting period, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)					



<b>SECTION 4 : IN-KIND CONTRIBUTIONS</b>
Describe in-kind contributions made by your organization or project partners during this period. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)
<b>SECTION 5 : BUDGET/WORKPLAN CHANGES FOR THE UPCOMING PERIOD</b>
Do you expect any changes to the budget or workplan outlined in the agreement for the upcoming period?  <input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please describe changes needed to:  <input type="checkbox"/> Agreement Workplan (Annex A): <input type="checkbox"/> Agreement Budget (Annex B):  <b>Note: Your Program Officer will be in contact with you to discuss the expected changes as indicated above and to determine if an amendment to your Contribution Agreement is required. Please do not proceed with any changes until you have approval from your Program Officer.</b>
<b>SECTION 6 : OTHER INFORMATION</b>
Is there any other information about your project that you want to share with us? (successes, challenges, and lessons learned)

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name: \_\_\_\_\_

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

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

**ANNEX F  
FINAL NON-FINANCIAL REPORT TEMPLATE**

IDENTIFICATION				
<b>Project Title :</b>	BSCF - The City of London			
<b>Project Number :</b>	8500-23074			
<b>Recipient Name :</b>	The Corporation of the City of London			
<b>Name of Program Officer :</b>	Kait Lukasik			
<b>Prepared by :</b>		<b>E-mail:</b>		
<b>Effective dates of project (start and end dates) :</b>	<b>2022-2023</b>	<b>Date of the Report :</b>		
SECTION 1: REPORT ON PROGRESS OF EACH PLANNED ACTIVITY				
<b>(Add all activities listed in the Annex A of the Contribution Agreement)</b>	<b>Completed</b>	<b>Incomplete</b>	<b>Description of completed results or rationale for incomplete activities</b>	
4. Activity 1				
5. Activity 2				
6. Activity 3				
SECTION 2 : EXPECTED OBJECTIVES				
<p>Did the project meet the expected objectives in your agreement? Please provide details on how the objectives were met or the barriers that caused them to not be met before the expiry of this project.</p>				
SECTION 3 : EXPECTED OUTCOMES				
<b>(Add all expected outcomes listed in the Annex A of the Contribution Agreement)</b>	<b>Achieved</b>	<b>Partially Achieved</b>	<b>Not Achieved</b>	<b>Description of completed results or rationale for incomplete activities</b>
Outcome				

Outcome				
Outcome				

**(Add more outcomes as necessary)**

**SECTION 4 : PARTNERSHIPS**

Describe any partnerships/networks that were involved during this project, including any activities that occurred with them if not already described above. (i.e. meetings; financial nature; someone who provides advice, etc.)

**Only for community based projects - SECTION 5 : TARGET POPULATION**

Who was the target population for your project? Were you able to reach this population in your project delivery? Please share any barriers or obstacles faced and/or success stories.

**SECTION 6 : IN-KIND CONTRIBUTIONS**

Describe in-kind contributions made by your organization or project partners during this project. (Note – an in-kind contribution is the provision of goods or services not involving monetary transactions.)

**SECTION 7 : BEST PRACTICES/LESSONS LEARNED**

Please share any best practices or lessons learned over the course of this project. What, if any, challenges arose while completing the project and/or what successes did the project achieve?

**SECTION 8 : DISSEMINATION OF RESULTS**

Did your project create/generate any material such as website, pamphlets, brochures, training, etc. that could be shared with partners? If yes, how do you plan on disseminating this information and/or material?

The information you provide is collected under the auspices of Public Safety Canada for the purpose of administering programs. The information collected will be subject to the *Access to Information Act*.

The undersigned hereby certifies that the above information is in accordance with the Terms and Conditions of the funding agreement.

Authorized Recipient Name: \_\_\_\_\_

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

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

Kelly Scherr, Deputy City Manager, Environment and  
Infrastructure

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

**Date:** January 31, 2023

## Recommendation

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

## Executive Summary

This report presents the City of London's second annual [Parks and Recreation Master Plan](#) report since the Plan was approved by City Council on June 25, 2019. It will serve as a reminder of the Plan, including the vision and goals, provide highlights of 2022 accomplishments, and identifies key priorities and projects for 2023 that will continue to move the Plan forward.

## Linkage to the Corporate Strategic Plan

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

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

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Annual Report](#) (March 29, 2022)
- [Parks and Recreation Master Plan Update](#) (June 17, 2019)
- [Irregular Result Request for Proposal 18-09 "Parks and Recreation Strategic Master Plan Update"](#) (February 21, 2018)
- [Parks and Recreation Strategic Master Plan Interim Update](#) (January 24, 2017)
- [Parks and Recreation Strategic Master Plan – Accomplishments and Update Strategy](#) (April 26, 2016)

## 2.0 Discussion and Considerations

### 2.1 Background and Purpose

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

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

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

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

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

The purpose of this report is to:

- a) Update City Council and the public on COVID-19 recovery in recreation and sport service delivery;
- b) Highlight accomplishments from 2022 against the Plan's goals and recommendations; and,
- c) Identify key priorities and projects for 2023 that will continue to move the Plan forward.

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

#### Vision

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

#### Goals

##### **Goal #1 – Active Living:**

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

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

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

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

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

**Goal #4 – Supportive Environments:**

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

**Goal #5 – Recreation Capacity:**

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

**2.3 COVID-19 Impact**

Parks, recreation programs, sport services, and facilities have been greatly impacted by the COVID-19 pandemic over the last three (3) years. Facility closures, program restrictions and capacity limits, increased demands on parkland/trail/pathway systems, and delays in planned capital works are all examples of this impact.

The following data points assist in quantifying both, the impact of COVID-19 on service delivery throughout 2020 and 2021, and our current path to pre-pandemic service levels.

Programs:

- 2019 – 74,411 program participants, 10,500 programs, 6,869 summer camp spaces
- 2020 – 23,077 program participants, 4,592 programs, 2,710 summer camp spaces
- 2021 – 18,864 program participants, 2,842 programs, 2,777 summer camp spaces
- 2022 – 71,028 program participants, 6,370 programs, 5,619 summer camp spaces

Sport Services:

- 2019 – 36,905 hours allocated to groups for outdoor sport fields
- 2020 – 4,083 hours allocated to groups for outdoor sport fields
- 2021 – 18,044 hours allocated to groups for outdoor sport fields
- 2022 – 37,426 hours allocated to groups for outdoor sports fields

Trail/Pathways:

- Increase in user trips on the Thames Valley Parkway (TVP) from pre-pandemic levels of 1M trips/year to over 2M trips/year

**2.4 Highlights of 2022 Accomplishments**

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

Goal	Accomplishments
Active Living	<ul style="list-style-type: none"> <li>• Offered over 800 physical activity dry land, skating, and aquatics programs across the city per week throughout the fall.</li> <li>• Numerous day camps, sports, fitness, leadership, dance, and Playground programs were reintroduced at 36 neighbourhood schools, libraries, and Family Centres.</li> <li>• Began a new partnership with Western University’s Canadian Centre for Activity and Aging to deliver fitness programs and functional fitness assessments for ages 55+.</li> <li>• Created a new Cycling Without Age program that allows older adults to cycle on a specialized bicycle with the assistance of volunteers.</li> <li>• Huff N’ Puff seniors sport and fitness programs fully returned to community centres in the fall, offering approximately 45 programs per week.</li> <li>• Over 111,000 rounds of golf played in the municipal golf system.</li> </ul>

Goal	Accomplishments
	<ul style="list-style-type: none"> <li>• Finalized detailed design for the expansion of Foxfield District Park with Provincial Infrastructure Funding secured.</li> <li>• Extended Thames Valley Parkway (north branch) east from Highbury Avenue.</li> <li>• Opened East Lions Park (tennis, pickleball, basketball and soccer).</li> </ul>
Inclusion and Access	<ul style="list-style-type: none"> <li>• Offered approximately 850 free programs for a variety of age groups across the city including public swims and sports drop-ins at the newly reopened Carling Heights Optimist Community Centre, neighbourhood Playground programs, and Tim Hortons public skating.</li> <li>• Accessible customer service desks installed at various community centres and pools.</li> <li>• Purchased accessible equipment to support summer programs such as tablets with augmentative communication apps, a lift, and portable ramps.</li> <li>• With the assistance of the Anti-Racism and Anti-Oppression Division, began conversations directly with Indigenous communities on matters of interest in parks, recreation, and sport services leading to an increase in Indigenous-led program opportunities such as skating, volleyball, soccer, roller skating, and cooking.</li> <li>• Supported 5,374 low-income Londoners through the financial assistance program, Play Your Way Fund.</li> <li>• Offered a sensory-friendly event at Storybook Gardens in partnership with Autism Ontario.</li> <li>• Began a floor hockey program for children and youth with differing abilities, utilizing specialty sport chairs, in partnership with key stakeholders.</li> <li>• Implemented Our London Family projects including a Memorial Plaza, Community Garden, and West Lions Basketball Courts.</li> </ul>
Connecting People and Nature	<ul style="list-style-type: none"> <li>• Offered new trail running and hiking programs through spring and summer and doubled offerings throughout the fall.</li> <li>• Introduced a new Nature Camp and Little Gardeners programs at Civic Gardens Community Centre.</li> <li>• Launched new outdoor yoga series at seven (7) parks across the city.</li> <li>• Recognized by Provincial and Federal partners for leadership in invasive species management.</li> <li>• Received the Green Umbrella/Green Brick Award and Cultural Landscape Design Award for Lorne Avenue Park and Kiwanis Park natural playgrounds.</li> <li>• Continued to support and expand London's provincially recognized recreational pathway system.</li> <li>• Completed a paddling plan for the Thames Valley Corridor to improve access and ensure sustainable use.</li> </ul>
Supportive Environments	<ul style="list-style-type: none"> <li>• Opened a new Seniors Satellite at Earl Nichols Recreation Centre, and reopened Seniors Satellites at Chalmers Presbyterian Church and East London Library.</li> <li>• Added new non-member recreation programs at Hamilton Road Seniors Community Centre to provide more opportunities for residents of different ages to gather at the Centre.</li> <li>• Hosted the grand opening of the East Lions Community Centre.</li> <li>• Reopened Carling Heights Community Centre (CHOCC) following its use as a COVID-19 Assessment Centre.</li> </ul>



Goal	Accomplishments
	<ul style="list-style-type: none"> <li>• Northridge Sports Park opened including two baseball diamonds and one cricket pitch.</li> <li>• Obtained funding through the Green and Inclusive Community Building (GICB) Program to complete an energy retrofit project at Kinsmen Arena.</li> <li>• Completed up to date condition studies on all buildings on golf course properties to identify and create future funded capital plans.</li> <li>• Implemented numerous park projects associated with the Neighbourhood Decision Making (NDM) program.</li> <li>• Completed the Cavendish Park and Food Hub project.</li> <li>• Rolled out four (4) new electric ice resurfacers at the Lambeth, Stronach, Argyle and Kinsmen arenas, for a total complement of eight (8).</li> </ul>
Recreation Capacity	<ul style="list-style-type: none"> <li>• Seniors Centre and Seniors Satellite staff trained in dementia-friendly practices through a partnership with the Alzheimer Society.</li> <li>• Program Supervisors and front-line staff trained in mental health and suicide prevention strategies.</li> <li>• \$663,292 of financial support obtained through the sponsorship and advertising program to enhance parks, recreation and sport facilities, programs, and services.</li> <li>• Began youth engagement efforts in high schools and post-secondary institutions to raise awareness of recreation, leadership training, and employment opportunities.</li> <li>• Began work with Thames Valley District School Board and the London District Catholic School Board to amend current Joint Use Agreements.</li> <li>• Land was acquired in the southwest to accommodate future sport and/or district park amenities.</li> <li>• 114 acres of River Road golf lands have been retained for future park use and environmental protection.</li> <li>• Established a new 9-hole disc golf site at Basil Grover Park.</li> <li>• Constructed new district level playgrounds in Kiwanis Park, Greenway Park, and Gibbons Park.</li> <li>• Upgraded and improved tennis and pickleball facilities in Hastings Park.</li> </ul>

## 2.5 Key 2023 Priorities

The below chart is intended to capture high-level priorities for 2023. It should be noted that this list does not capture all day-to-day activities of the services provided that also further the Master Plan.

Goal	2023 Priorities
Active Living	<ul style="list-style-type: none"> <li>• Expand the partnership with Canadian Centre for Activity and Aging to include new program locations.</li> <li>• Integrate physical literacy elements into indoor and outdoor space at community centres to encourage physical activity.</li> <li>• Expand pilates and yoga offerings, including new prenatal yoga programs.</li> <li>• Expand the variety, frequency, location, and promotion of drop-in programs.</li> <li>• Continue to review program participation data to make informed decisions about program development.</li> <li>• Construction of the Foxfield District Park expansion.</li> <li>• Coordinate improvements and upgrades to tennis and pickleball courts at Thames Park, White Oaks Park, Rowntree Park, Glanworth Park and Oakridge Optimist Park.</li> </ul>
Inclusion and Access	<ul style="list-style-type: none"> <li>• Continue to purchase adaptive equipment for all services, such as new sport wheelchairs, stairs for pools, and sleds for sledge hockey.</li> <li>• Continue Indigenous-led collaboration with Indigenous communities to explore new partnership opportunities, staff recruitment, and with a commitment from Recreation and Sport to achieve meaningful reconciliation.</li> <li>• Continue to expand no cost program opportunities.</li> <li>• Undertake a review of the effectiveness of the Play Your Way financial assistance program including opportunities to simplify the process to apply for subsidy.</li> <li>• Renovate washrooms at Labatt Park and Storybook Gardens admission hall to improve accessibility.</li> <li>• Develop a new neighbourhood and urban park in Thompson Ravine Park to serve Glen Cairn neighbourhood and the new housing development project at 415 Thompson Road.</li> </ul>
Connecting People and Nature	<ul style="list-style-type: none"> <li>• Offer new snowshoeing program at Thames Valley Golf Course.</li> <li>• Expand trail walking and hiking programs to younger age groups.</li> <li>• Support and expand the recreational pathway system with projects including the Stoney Creek Connection, Richmond Street North Pedestrian Crossing and extension of the Thames Valley Parkway main branch.</li> <li>• Utilize mapping tools, registration data, and participant surveys to identify and address gaps in program delivery.</li> </ul>
Supportive Environments	<ul style="list-style-type: none"> <li>• Develop criteria for potential wading pool decommissioning for Council consideration.</li> <li>• Undertake required lifecycle renewal and service improvement capital projects to improve golf courses, utilizing the golf reserve fund's current \$3 million balance.</li> <li>• Continue to work with internal and external partners to explore the re-opening of the Glen Cairn outdoor pool for the 2023 season.</li> <li>• Explore and present options for Council consideration for the future of Thames Pool in Q1 of 2023.</li> <li>• Using \$2.2 million in approved funding, re-ignite engagement and planning for the future of Silverwoods Arena and Park campus with a goal of implementing improvements in 2024.</li> <li>• Bring forward and update Council on the future Southeast and Northwest Community Centres.</li> <li>• Add lights to outdoor sporting amenities to increase capacity and inventory available for the community.</li> </ul>

Goal	2023 Priorities
	<ul style="list-style-type: none"> <li>• Build a new pavilion at Storybook Gardens to support group bookings and special events.</li> <li>• Evaluate the feasibility of providing water servicing in parks.</li> <li>• Explore opportunities for bicycle pump track and mountain biking facilities.</li> <li>• Add four (4) additional electric ice resurfacers to the current complement bringing the total to 12.</li> <li>• Complete an update to the Tree Planting Strategy.</li> <li>• Complete construction and open the Hyde Park Village Green Urban Park.</li> <li>• Implement over 12 neighbourhood decision making winning ideas in London's Park system.</li> </ul>
Recreation Capacity	<ul style="list-style-type: none"> <li>• Continue discussions with Thames Valley District School Board and London District Catholic School Board to amend Joint Use Agreements for Council approval.</li> <li>• Introduce new youth leadership program in partnership with area youth-serving organizations.</li> <li>• Expand staff training on gender diversity and 2SLGBTQIA+ inclusion.</li> <li>• Continue to find innovative ways to recruit and retain lifeguards following the global shortage as an outcome of COVID-19.</li> <li>• Begin the process to develop 114 acres of the former River Road golf lands into district park by undertaking needs assessments and public engagement to inform the planning and design processes.</li> <li>• Establish locations for additional off-leash dog opportunities.</li> <li>• Review and implement policy and process changes resulting from Bill 23, <i>the More Homes Built Faster Act, 2022</i> including possible impacts to service standards and land acquisition for parks.</li> <li>• Seek operational and lifecycle renewal budgets for park infrastructure as the 2021 Corporate Asset Management Plan forecasts a 10-year gap of \$24 million.</li> </ul>

### 3.0 Financial Impact/Considerations

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

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

The [Parks and Recreation Master Plan](#) will continue to be used as a resource in developing the City's annual budget updates, multi-year budget documents, growth planning, secondary plans, and related studies.

The goal is to work within the City's multi-year budget by implementing capital recommendations in a timeframe consistent with population growth and expected funding sources. A strategic direction of the Plan is to pursue a variety of funding options to implement the Master Plan including partnerships and other external funding sources when available.

### 4.0 Next Steps

This is the second annual Parks and Recreation Master Plan Report, reporting out on accomplishments and upcoming priorities. City Council can expect an annual report in all future years throughout the life of the Plan, which is ten (10) years, and twenty (20)

years for major capital projects respectively. It should also be noted that the Plan recommends more formal updates every five (5) years, where some recommendations may be revised due to changes in participation trends, demographics, growth patterns, and/or municipal best practices.

## **Conclusion**

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

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

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

**Prepared by:** Laurie Quinlan, Manager, Recreation Programming and Leadership

Jeff Bruin, Manager, Parks Planning and Design

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

Scott Stafford, Director, Parks and Forestry

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

Kelly Scherr, Deputy City Manager, Environment and Infrastructure

The justification for a “Not for Profit” Association for London’s Municipal Golf.

The 2019 Parks & Recreation Master Plan states that the City matches the needs and wants of residents and organizations in a fair and equitable manner and emphasizes that Facility Planning is a long-term process with a 20 year timeframe.

**“Through its Municipal Golf Business Plan, the City will continue to seek ways to improve playability, conditioning and presentation of the golf courses”**

The Golf Community contrasts the foregoing with the reality that in February 2021, the City, with minimal debate, closed the River Road golf course reducing capacity of the Municipal Golf Network by 22% without prior consultation.

The general assessment of Municipal Golf under Parks & Recreation is a litany of 20 years of mismanagement after “inheriting” a network of 5 beautiful courses with an equity value of \$20 Million built with zero contributions or tax subsidies by the City.

- Redirection of \$Millions away from the Golf Reserve Fund
- Used Municipal Golf surpluses to subsidize the subsidized Aquatic Services
- Depletion of vital Golf Reserve Fund
- First time ever operational deficit after 98 years

- Failure to address future population growth
- Downsizing the network by 22% against market trend
- Full-Time Clubhouse Mgrs of a 7 month seasonal operation
- Elimination of Golf Professional Leadership
- Failure to maintain playability, conditioning, and presentation of the golf courses.

The significance of the redirection of golf surpluses away from the Golf Reserve Fund plus the creation of Full-Time Clubhouse Managers and the subsequent operational deficit cannot be overestimated considering the ultimate depletion of the Fund and its impact on Council's decision to close River Road.

The foregoing is not intended as an indictment of Parks & Recreation so much as a reflection of a small misfit organization in a very large monopoly with radically different management philosophies, priorities, metrics, and systems.

Mathematically the closure of River Road increased network utilization from 86.2% to 106.2% and forced many members into longer commutes, inconvenience, and higher costs at locations all over the Greater London Metropolitan Area as far as Strathroy, Exeter and Woodstock at a time when recreational golf was booming globally.

Parks & Recreation in its KPMG Report to Council published a population projection of 80,000 increase by 2039 that was applied to all other recreational activities for facilities planning purposes but chose not to apply to Municipal Golf.

Parks & Recreation Service Standard (one course per 36,000 population) equates to 2.2 additional courses required by 2039.

Parks & Recreation state that the Municipal Golf Network is functioning well in 2022 with the 111,000 rounds played however that is down from 125,000 in 2013 when River Road accounted for 20,000 + and London has grown by an estimated 50,000 population. The closure of River Road has impacted 14,000-20,000 rounds of golf but probably significantly more.

There is no accounting for network members forced from the system, estimated in the hundreds, as a consequence of decreased capacity and constraint on reservations.

As populations grow remaining courses are “threatened” by developers and urban sprawl, and the futurity of “Muni” Golf becomes a legitimate concern that needs to be addressed.

The Municipal Golf system is now faced with insufficient capacity to accommodate current and future memberships. It is a profit dependent system that is a “misfit” in the vast Parks & Recreation system of taxpayer subsidization, uncertainty, and lack of professional golf direction in operations, marketing, and the golf experience.

Closure of the River Road Golf Course was a mistake. A simple honest-to-goodness mistake that failed to consider:

- \* The consequence of reduced capacity,
- \* The increased demand from population growth,

- \* The misguided philosophy that private golf could absorb London's Municipal overloaded demand,
- \* The increased inconvenience of longer commutes and higher costs for hundreds of disenfranchised "Muni" golfers.

The statement made in 2021 "short term pain, for long term gain" represents the total misinterpretation of the long-term situation.

The Municipal Golf Community believes the time has come for change.....Major change that addresses the new capacity limitations plus trying to best accommodate the most, while adversely impacting the least, that will demand new management, radical change in philosophy, appropriate performance metrics and new systems ....a total overhaul !

The City of San Antonio, Texas was faced with similar circumstances in with its Municipal Golf System: an 8-course network losing \$500,000 per annum, a drain on taxpayer dollars and uncertainty of the future operations. They formed the SAMGA , an independent "Not-for-Profit" organization with links through its Board of Directors to the City and are now generating surpluses of \$1.5 Million and are planning a \$6.4 Million upgrade to it's premier course at no cost to the City. A key component is operational focus and professional golf leadership.

Boler Mountain in London is an example of a successful Not-for-Profit organization going from a natural snow dependent



single trail to 4 season multi-sport resort and tourist attraction for London.

This is an appeal for a return to the semi-independent, professional golf led organization that provided London with a 5 course network of beautiful “Muni” style golf courses at Zero cost to the City.

An organization that continues the historical focus on cost, location, quality, and accessibility for a segment of less affluent taxpaying London golfers who choose the “change shoes in the parking lot”, Muni style golf.

The new Forest City Municipal Golf Association needs to manage the transition to accommodate the growing **population** and increasing popularity of golf in the new constrained facilities, and consistent with the following vision statement.

**Vision:** Forest City Municipal Golf Association will be a model for all of Canada in terms of accessibility, convenience, quality, and affordability as a recreational activity for residents and tourists of all ages, genders and ethnicities with service standards that reflect the changing demands of demographics, population growth and climate change.

**Health:** As a functioning Golf Course with 36,495 rounds capacity, River Road represents 325,900 miles walked and 136,491,300 calories burned per annum.

**Enclosed:** Draft Proposal of the Forest City Not for Profit Association By-Laws.

**Enclosed:** Preliminary Draft Revenues & Operating Cost Statement for the new, Not-for-Profit Forest City Municipal Golf Association.

## BYLAWS

### MUNICIPAL GOLF ASSOCIATION – London, Ont

#### ARTICLE I - NAME

Section 1. NAME. The name of this organization shall be the **Municipal Golf Association – London, Ont**, Incorporated (hereinafter referred to as “MGA-LO”). MGA-LO may designate a “doing business as “ or d/b/aas a working name.

#### MGA-LO RTICLE II - MISSION

Section 1. MISSION. The mission of MGA-LO is to create opportunities and first-class facilities for the citizens of London, Ont and other people of diverse ethnic, geographic and economic backgrounds to participate in the sport of golf at various golf facilities owned by the City of London, Ont

#### ARTICLE III - LIMITATION OF METHODS

Section 1. LIMITATIONS OF METHODS. MGA-LO, in all its activities, shall be non-partisan, non-sectional, and non-sectarian.

#### ARTICLE IV - MEMBERSHIP

Section 1. MEMBERSHIP. MGA-LO will be a membership organization.

#### ARTICLE V - BOARD OF DIRECTORS

Section 1. AUTHORITY. Except as otherwise provided herein, full control of the affairs of the Association shall be vested in the Board of Directors ("Board"), as defined herein.

Section 2. SIZE. The Board shall consist of Fifteen (15) voting members.

Section 3. COMPOSITION. Of the entire Board:

- (a) Up to six (6) Directors appointed by members of the City Council of the City of London, Ont for a term of two (2) years each, some of whom may be officers;
- (b) Up to Seven (7) Directors will be nominated and approved by one Ex Officio Director and elected by the Board as At-Large members, for a term of two (2) years each, some of whom may be officers; and,

- (c) Up to Two (2) Ex Officio voting Directors (“Ex Officio Directors”) shall be appointed by and representatives of the City Manager of the City of London, Ont. These Directors and the Directors appointed under V.3.(a) are referred to herein the “City Appointed Directors”.

Section 4. MEETINGS. The Board of Directors shall meet at least six (6) times per fiscal year, beginning in January, the time and place of each meeting to be fixed by the Chair. Absence from (3) consecutive meetings, without an excuse deemed valid and so recorded by the Board of Directors, may be construed as a resignation.

Section 5. COMMITTEES. The Chair, with the concurrence of a majority of the Board, shall establish committees of the Board, which shall include Nominating, and may include Finance and Audit, Construction and Property Improvement, Museum, Compensation, etc., as appropriate and necessary for the proper governance of the Association.

Section 6. QUORUM. Eight (8) Directors, a majority of whom must be City Appointed Members, shall constitute a quorum at a Board meeting.

Section 7. VACANCIES. The Chair, with the approval of the Nominating Committee and as may be required by City Council approval, may appoint Directors to fill unexpired terms which may be created.

## ARTICLE VI - ELECTIONS AND DUTIES OF AT LARGE DIRECTORS

Section 1. TIME OF ELECTIONS. The election of At Large Directors shall be held one time per year at the last meeting of the Board of Directors of each fiscal year.

Section 2. NOMINATING COMMITTEE. At least sixty (60) days prior to the election of At Large Directors, the Chair shall, with the approval of the Board, appoint a three (3) member Nominating Committee. One (1) member shall have been Past Chairperson, and one (1) of whom shall have served on the Nominating Committee during at least one of the previous two years.

Section 3. NOMINATION AND ELECTION OF AT LARGE DIRECTORS. The Nominating Committee shall confer with the Chair to review the needs of MGA-LO. Nominee applications for new Directors must be signed by a Director and approved by one of the Ex Officio Directors. In making its nominations, the Nominating Committee shall give due consideration to individual ability, interest in MGA-LO, and to representative needs of MGA-LO. In its report, the Nominating Committee shall confirm the fact that the nominees have given personal assurance of their willingness to accept the possibility of serving in an active capacity as an At Large Director, if elected. The Nominating Committee shall nominate a slate of At Large Directors by January of each year and present the slate to the Active Directors by mail or e-mail at least five (5) days prior to the election meeting called by the Chair. After all such nominations are made, current Directors will vote for open positions for At Large Directors from the names of those nominated. All

voting shall be by ballot. The nominees for the positions to be filled receiving the greatest number of votes will be declared as At Larger Directors for the respective terms.

## ARTICLE VII - OFFICERS

Section 1. SELECTION. As soon as practicable following the election of the new members of the Board, the Nominating Committee shall submit to the Board a slate of nominees to fill the following officer positions, having confirmed with the nominees their availability and willingness to serve if elected: a Chairman, two (2) Vice-Chairs, the Secretary, and the Treasurer. The term of office shall be two (2) years. If there are no additional nominations, the Board shall declare those nominations to be elected. If there are additional nominations by the members of the Board, voting will be by ballot, and the nominees receiving the greatest number of votes for each officer position will be declared as elected.

### Section 2. DUTIES OF OFFICERS.

(a) The Chair shall preside at all meetings of the Board of Directors. The Chair shall appoint all committee chairpersons and be an ex-officio member of all such committees. The General Manager, staff members and employees of MGA-LO shall report to the Board of Directors through the Chairman. At all meetings and such other times as may be appropriate, the Chair shall commend to the Board of Directors such matters and make such suggestions as may tend to promote the success of MGA-LO. A Chair cannot be elected for more than two consecutive two-year terms.

(b) The Vice Chairs shall assume and perform such duties as assigned by the Chair, to include being available to develop policy and procedures for the Association. The Board shall elect a First Vice Chairman and a Second Vice Chairman. It is the expectation of the Board that the First Vice Chair will succeed the Chair at the end of the Chair's term of office and the Second Vice Chairman will succeed into the First Vice Chairman position. The First Vice Chair will serve as the chair of the Nominating Committee while serving in the capacity of Vice Chair.

(c) The Secretary shall ensure that minutes of the meetings of membership, Board of Directors, and Executive Committee are recorded and filed in appropriate records. The Secretary shall serve all notices required by these bylaws and shall sign such papers pertaining to MGA-SA as authorized or directed by the Board of Directors.

(d) The Treasurer shall have oversight of all funds of MGA-LO and shall work with the CEO (defined below) on the fiscal activities of MGA-LO. The Treasurer shall cause an annual audit to be made by a certified public accountant of all financial operations and shall present a final report on the financial condition of MGA-LO after the audit has been completed and approved by the Finance and Audit Committee as hereinafter provided.

Section 3. DUTIES OF APPOINTED OFFICERS.

(a) The General Manager (“GM”) shall be selected and employed by the Board of Directors. Periodically, at a minimum annually, the Board of Directors will affirm the continued employment of the GM. The GM shall be responsible to the Board of Directors for the competent discharge of all duties normally attached to the office. The GM shall be an ex-officio member of all committees. It shall be the duty of the GM to conduct all official correspondence, keep books of accounts and maintain an accurate record of the proceedings of the Board and Committees. The GM shall have the authority to employ and terminate all employees (with approval of the Chair), determine employee compensation within the approved budget limitations and consistent with parameters established by, and in consultation with, the Board or an appropriate committee as determined by the Chairman, and shall have general supervision over employees. In the fourth quarter of the year, the GM shall compile an operating plan and budget of estimated expenses and submit it to the Finance and Audit Committee. Upon approval of the budget by the Finance and Audit Committee and then the Board, the GM shall be authorized to make disbursements on accounts of expenses provided for in the budget without additional approval of the Board. The GM will present an annual report of the financial status of the Association to the Board of Directors. The GM and all staff members shall be covered by a blanket surety bond in such amount as the Board of Directors shall deem necessary, the cost to be paid by the Association.

ARTICLE VIII - COMMITTEES

Section 1. AUTHORIZATION. The Board shall authorize and define the powers and duties of Operational Committee(s). At the beginning of each fiscal year, the Chair shall appoint Chairpersons for each Committee. Where appropriate and after deliberation with and approval of the Board, the Chair may identify new committees where they are in the best interest of MGA-LO. The Board must approve the establishment of any new committees.

Section 2. TERMS. The terms for all committee members are one (1) year. Members may be appointed to successive terms. Chairpersons may not serve as the chair of any particular committee for more than three consecutive years.

Section 3. SIZE. The number of members on each committee will be determined by the Chair unless otherwise indicated.

ARTICLE IX - INDEMNIFICATION

Section 1. INDEMNIFICATION. A Director, Officer, volunteer, or staff members of the Association is indemnified by the Corporation for all losses incurred by being legally obligated to pay for any civil claim or claims made against them by reason of being a Director, Officer, volunteer or staff member of the Association.

ARTICLE X - FISCAL YEAR

Section 1. FISCAL YEAR DESIGNATION. The fiscal year shall be October 1 through September 30.

ARTICLE XI - PARLIAMENTARY PROCEDURE

Section 1. AUTHORITY. The proceedings of the Association meetings shall be governed by and conducted according to the latest edition of Robert's Manual of Parliamentary Rules.

ARTICLE XII - AMENDMENTS

Section 1. AUTHORITY. Proposed amendments to these bylaws, signed by at least 25% of the members of the Board of Directors of the Association, will be submitted to the Board of Directors at least seven (7) days in advance of any Board of Directors meeting. The proposed amendment(s) shall take effect upon a majority vote of the Board of Directors, and a majority of the City Appointed Directors.

ARTICLE XIII - DISSOLUTION

Section 1. DISSOLUTION. In the event the Association is dissolved, after all liabilities and obligations are paid or provision is made therefore, the Directors shall adopt a plan for the distribution of the remaining assets of the Association back to the City of San Antonio.

Adopted on \_\_\_\_\_, 2007 by the Board of Directors.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_, Chairman

<b>Forest City Municipal Golf (NFP) Association #2</b>									
	Thames Valley	Fanshawe	Total TV & Fansh	Logic	Utilization # Rounds	Annual Fees	River Road	Logic	Total FCMCA
28 Week Capacity	57,624	76,832	134,456				38,416		172,872
28 Week Utilization (95%)	54,740	72,990	127,730		123,000		36,495		164,225
3 Rounds/Week					25,200				
3 Rounds/Week w Cart					16,800				
2 Rounds/Week					64,800				
2 Rounds/Week w Cart					16,200				
<b>Revenues</b>									
System Membership Sales			200,000	2000 *\$100			30,000	300*\$100	230,000
System Green Fees (3 rounds/week)			579,600	300*\$23*84		1,932	86,940	45*\$23*84	
System Green Fees (3 rounds/week) w cart			554,400	200 *\$33*84		2,772	83,160	30*\$33*84	
System Green Fees (2 Rounds/Week)			1,490,400	1200*\$23*54		1,242	223,560	180*\$23*54	
System Green Fees (2 Rounds/week) w cart			534,600	300*\$33*54		1,782	80,190	45*\$33*54	
Total			3,359,000				503,850		4,463,375
Green Fees (Non-Members)			165,550	4730 *\$35					
Golf Cart Rentals	198,443	289,739	488,182	2018 *1.15			107,235	2018*1.15	595,417
Concessions (Food & Beverage Sales)	257,910	307,740	565,650	"			68,000	"	633,650
Merchandise Sales	155,103	64,723	219,826	"			21,000	"	240,826
Rentals, Merchandise Sales & other Revenues	77,702	45,127	122,829	"			22,000		144,829
									-
<b>Total Revenues</b>	<b>689,158</b>	<b>707,329</b>	<b>4,921,037</b>				<b>722,085</b>		<b>5,643,122</b>
									-
<b>Operating Costs</b>									
									-
<b>Admin + Overhead Costs</b>			600,000	New Costs					600,000
Wages & Benefits	850,190	846,488	1,696,678	2018*1.15			394,000	2018*1.15	2,090,678
Cost of Goods Sold (Food & Merchandise)	330,435	182,163	512,598				30,000	"	542,598
Equipment Operation	175,736	237,223	412,959	"			87,000	"	499,959
Materials, Supplies & Utilities	149,309	146,765	296,074	"			75,000	"	371,074
Golf Cart Leasing Costs	62,995	81,133	144,128	"			31,000	"	175,128
Proprty Taxes *	-	63,816	63,816	"			0	"	63,816
Other	138,622	55,323	193,945	"			30,000	"	223,945
Mktg, IT, Acctg & Payroll									-
<b>Total Operating Costs</b>	<b>1,707,287</b>	<b>1,612,911</b>	<b>3,920,198</b>				<b>647,000</b>		4,567,198
<b>Surplus (Deficit) before Reserve Transfers</b>			1,000,839				75,085		1,075,924
Potential 4 Season Activities			?						
Potential Clubhouse as Restaurant			?						



## 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:** Permanent City of London Indigenous Artwork Collection  
Source of Financing

**Date:** January 31, 2023

## Recommendation

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

- (a) Culture Services Division, Neighbourhood and Community-Wide Services **BE AUTHORIZED** to acquire and display a permanent City of London Indigenous Artwork Collection through the London Arts Council Purchase of Service Agreement as part of the City of London Public Art and Monument Policy and Program.
- (b) the funding for this procurement **BE APPROVED** as set out in the Sources of Financing Report attached hereto as Appendix "A".
- (c) the Civic Administration **BE AUTHORIZED** to undertake all actions necessary to implement these recommendations.

## Executive Summary

This report seeks Council approval to acquire and display a City of London permanent Indigenous artwork collection through the City's Public Art and Monument Policy and Program. Civic Administration would like to have this Indigenous artwork collection available by National Truth and Reconciliation Day on September 30, 2023, to celebrate, honour, and share Indigenous culture and heritage. Therefore, Civic Administration is recommending establishing a budget of financing of \$100,000 sourced from the Cultural Prosperity Reserve Fund to acquire and display this Indigenous artwork collection.

## Linkage to the Corporate Strategic Plan

The City of London Permanent Indigenous Artwork Collection project is aligned with the following strategic area of focus in the City of London Strategic Plan 2019 - 2023.

- Building a Sustainable City - Continue to develop the City's Public Art/Monument Program

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- City of London Public Art and Monument Policy Bylaw (Last Review Date: August 10, 2021)
- The London Arts Council Agreement 2019 – 2023 (March 19, 2019)

## **2.0 Discussion and Considerations**

### **2.1 Background Supporting the Request to Acquire and Display a City of London Permanent Indigenous Artwork Collection**

The City of London is committed to meaningful actions to further our commitment to Truth and Reconciliation through continued support and acknowledgment of the contributions Indigenous communities have made to the London and surrounding community. In anticipation of National Day of Truth and Reconciliation on September 30, 2023, Civic Administration would like to acquire and display local Indigenous artworks as part of the City of London's Public Art and Monument Program. Currently, the City of London owns and stores at City Hall an Indigenous artwork by Artist: Kantule, Oswaldo DeLeon "Achu" received by the City in 2010.

Previously leading up to the National Day of Truth and Reconciliation on September 30, 2022, the City of London worked with Tourism London and the London Arts Council to create a display of their Indigenous artworks on the second floor of City Hall. This collection display included the Medicine Wheel created by Brenda Collins (owned by the London Arts Council), the Traditional Métis Ceremonial Smoking Hat created by Annette Sullivan and the Giizhik Medicine Earrings created by Chandra Nolan (owned by Tourism London). Each of these artworks represented various themes that speak to Indigenous worldviews and experiences.

### **2.2 The City of London Public Art and Monument Policy and Program**

The purpose of the Public Art and Monument Policy is to provide a mechanism through which the City of London acquires significant pieces of public art, artifacts, memorials, or monuments for municipally owned public space through their purchase, commission, or donation.

Culture Services administers and funds the Public Art and Monument Program through the City of London operating budget. Culture Services has a multi-year Purchase of Service Agreement with the London Arts Council that includes delegating responsibility for specific aspects of the Program such as the facilitation of a community review panel process for the selection of artwork, administration, and installation.

#### Artwork Selection and Display Process

Culture Services in partnership with the London Arts Council is committed to cultivating relationships with the local Indigenous community. Civic Administration, in collaboration with the London Arts Council, will implement this project based on a decolonized approach that emphasizes on-going relationship building, Indigenous representation throughout the project development, and honouring Indigenous art and culture.

Indigenous artists/creators 18 years of age or older who reside in the City of London and the following eight First Nations located throughout Southwestern Ontario may apply:

- Chippewas of the Thames First Nation
- Oneida Nation of the Thames
- Munsee-Delaware Nation
- Delaware Nation – Moravian of the Thames
- Caldwell First Nation
- Bkejwanong First Nation (Walpole Island) Chippewas of Aamjiwnaang (Sarnia)
- Chippewas of Kettle and Stony Point First Nation

A community review panel of Indigenous and non-Indigenous community members will select artworks. The selection process will consider exhibition space availability, providing a variety of different mediums of artwork, and highlighting artists/creators who are at various stages of career development. The City of London will ensure that artists/creators will be paid fairly and directly for their Indigenous Artwork.

The Manager of Culture Services in consultation with the Indigenous Community Liaison Advisor, will explore various possible permanent and temporary display locations, depending upon what artworks are acquired.

### 2.3 Procurement Process

This Indigenous artwork project is exempt from the Procurement of Goods and Services Policy under Schedule B, 8 iv): Professional and special services up to \$100,000 or defined more specifically in another City by-law or Council Policy, including, but not limited to: Performance / Artist’s Fees.

Professional and special services exceeding \$100,000 must follow the approval process outlined in Schedule “A” of the Procurement of Goods and Services Policy.

The acquisition of a secure cabinet to display the artwork would be procured as a low dollar value procurement. Identified in Section 9 of the Procurement of Goods and Services Policy, low dollar value procurements (up to \$15,000) do not require a Request for Quotation, Request for Proposal, or Request for Tender process.

### 2.4 Proposed Budget

The proposed budget for this Indigenous artwork collection is as follows:

<b>Indigenous Artwork and Cabinet</b>	<b>Budget</b>
Artist/Creator and Artwork Fees	\$ 80,000
Secure Cabinet Display Case	\$ 15,000
Contingency	\$ 5,000
<b>Total Budget</b>	<b>\$100,000</b>

## 3.0 Financial Impact/Considerations

### 3.1 Indigenous Artwork Cost

Financing in the amount of \$100,000 is available in the Cultural Prosperity Reserve Fund to establish the budget for this project. If approved, after this commitment the Cultural Prosperity Reserve Fund would have an uncommitted forecasted balance of approximately \$1.2 million for future initiatives. The Council approved purpose of this Reserve Fund is to provide for the implementation of London’s Cultural Prosperity Plan and applicable policies including but not limited to; municipal heritage, culture, art, and inclusion initiatives including activities, events, programs, and assets (By-law No. A.-8265-186).

### 3.2 Council Approval to Commit Funds

Per Council approved By-law No. A.-8265-186, which is a by-law to establish the Cultural Prosperity Reserve Fund, Section 4 requires that “approval of Municipal Council shall be given for expenses equal to or greater than \$100,000”.

## Conclusion

This report seeks Council approval to establish the budget and acquire and display a City of London Permanent Indigenous artwork collection through the City's Public Art and Monument Program and financing that is available for it through the Cultural Prosperity Reserve Fund.

Indigenous artwork will honour and tell the story of Indigenous culture, history, people, events, and locations, while enhancing economic vibrancy. Indigenous artwork continues to bring Indigenous and non-Indigenous people into dialogue with one-another in the spirit of the Two-Row Wampum and Truth and Reconciliation.

Prepared and submitted by: Robin Armistead, Manager, Culture Services

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

**cc:** Eunju Yi, Executive Director, London Arts Council  
M. Tracey Whiteye, Wholistic Practitioner,  
Researcher, Educator  
Steve Mollon, Senior Manager, Procurement and  
Supply  
Rumina Morris, Director, Anti-Racism and Anti-  
Oppression  
Bridgette Somers, Manager, Corporate Records  
Jason Davies, Manager III, Financial Planning and  
Policy

**Source of Finance Report**

#23002

January 31, 2023  
(Establish Budget)

Chair and Members  
Community and Protective Services Committee

RE: Permanent City of London Indigenous Artwork Collection  
Capital Project CS1680 - Permanent Indigenous Art Acquisition

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

Finance Supports confirms that the cost of this project can be accommodated via a drawdown from the Cultural Prosperity Reserve Fund and that, subject to the approval of the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing is:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Additional Requirement (Note 1)</b>	<b>Revised Budget</b>
<b>CS1680 - Permanent Indigenous Art Acquisition</b>			
Other	0	100,000	100,000
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b>Sources of Financing</b>			
<b>CS1680 - Permanent Indigenous Art Acquisition</b>			
Drawdown from Cultural Prosperity Reserve Fund	0	100,000	100,000
<b>Total Financing</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$100,000</b>

**Note 1:** Funding for the Permanent City of London Indigenous Artwork Collection can be accommodated by a drawdown from the Cultural Prosperity Reserve Fund. If approved, the balance remaining in this fund will be approximately \$1.2 million.

  
\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy  
hb

## 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:** London Fire Department Single Source Call Handling Software

**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the single source procurement of call handling software:

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, Fire Administration **BE AUTHORIZED** to enter into negotiations with Solacom Technologies Inc. of 80 Rue Jean-Proulx, Gatineau, Quebec, J8Z 1W1 for pricing for a single source contract for five (5) years for the provision of Next Generation 9-1-1 - compatible call handling software to the London Fire Department;
- b) the approval a) above, **BE CONDITIONAL** upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Solacom Technologies Inc. to provide Next Generation 9-1-1 - compatible call handling software to the London Fire Department;
- c) that Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above; and,
- d) that the funding for this procurement **BE APPROVED** as set out in the Source of Financing Report attached hereto as Appendix A.

## Executive Summary

This report requests authorization from Council for the immediate single source purchase of call handling software to adhere to the federally mandated transfer to Next Generation 9-1-1 (“NG911”) call handling systems.

## Linkage to the Corporate Strategic Plan

The London Fire Department Single Source Call Handling Software Procurement is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2019-2023:

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

## Analysis

### 1.0 Background Information

#### 1.1 Context

The London Fire Department (“LFD”) serves as a Public Safety Answering Point (“PSAP”) for emergency telecommunications. The current analogue 9-1-1 system in place at the LFD is over thirty years old and telecommunication networks have greatly

evolved since it was implemented. As a result of advancements in technology by telecommunications providers, the current 9-1-1 system and its associated infrastructure require a significant overhaul to become compatible with more modern technology.

In 2016, the Canadian Radio-television and Telecommunications Commission (“CRTC”) - who regulates all telecommunications providers - adopted new 9-1-1 architecture, referred to as Next Generation 9-1-1 (“NG911”). This technology is based on what the National Emergency Number Agency (“NENA”) developed for the United States. This new architecture will enable 9-1-1 phone calls to be received through wireless Internet Protocol (“IP”) based technology, which will allow the public to send real-time text messages, videos, and pictures from an emergency scene to 9-1-1 centres (PSAPs). This technology is a prerequisite for the nationwide implementation of NG911 services.

In consideration of the above, the CRTC has mandated that all PSAPs upgrade their systems by March 4, 2025.

In London, the LFD serves as the Secondary PSAP, with the London Police Service (“LPS”) serving as the Primary PSAP. Any incoming 9-1-1 calls within the London area are first answered by the Primary PSAP and then transferred to the LFD as required. Both the LFD and LPS are required to upgrade call handling services to the new NG911 architecture.

## **2.0 Discussion and Considerations**

### **2.1 Case for Single Source Procurement**

Dispatch processes and related technologies must be consistent across both PSAPs in the City. LPS has already invested a great deal of resources to prepare for their shift to NG911. There is an opportunity for the LFD to partner with LPS to save both time and money as the LFD also makes this shift.

LPS has agreed to purchase and maintain the majority of the required infrastructure, allowing the LFD to become a tenant. In return, the LFD will provide a predetermined amount of annual funding to LPS as part of this tenancy agreement, throughout which LPS will provide supplementary technical support to both PSAPs and continue to maintain the bulk of the infrastructure.

If this opportunity is leveraged, the LFD stands to save approximately \$800,000 on infrastructure related to the initial setup, and a significant amount of time that would have been spent planning, implementing, and optimizing this project from the ground up. LPS has already begun this work with their chosen call handling software provider, Solacom Technologies, Inc., which was determined to be the best software to meet both PSAPs’ needs.

To pursue the advantages of this partnership with LPS, the LFD seeks to enter a contract with Solacom Technologies, Inc. utilizing the single source procurement clause as outlined in section 14.4(g) of the Procurement of Goods and Services Policy (see below). Therefore, the Deputy City Manager, Neighbourhood and Community-Wide Services, seeks authorization to have this call handling solution procured from a single source.

#### Section 14.4(g) of the Procurement of Goods & Services Policy

##### 14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:



g. It is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body.

City Information Technology Services (“ITS”) methodology consultants have been working in partnership with LPS to determine what will be needed in terms of infrastructure and cross-functionality. The LFD will be required to contract Solacom Technologies, Inc. for software licensing and maintenance, and will also be responsible for providing some initial LFD specific infrastructure. LPS will be responsible for the bulk of the infrastructure setup, maintenance, and support of the overall system.

## **2.2 Details of Purchase**

Solacom call handling software is available for immediate purchase. The price of this software, including the first year of licensing and maintenance is \$423,109 CAD (excluding HST).

## **3.0 Next Steps**

LFD continues to work closely with City ITS and expertise at LPS to grow and maintain a positive relationship between the two organizations and their PSAPs. Approaching this shift to NG911 as partners will allow for a more efficient and seamless transition, which will support the continued provision of consistent and resident-focused emergency services across the City.

This partnership will also be financially beneficial to the LFD, as the tenancy agreement will include ongoing technical support and a clear, efficient path for escalation and issue resolution. Ongoing infrastructure, circuit, and IT personnel costs will be assumed by LPS.

If LFD receives authorization to contract Solacom Technologies, Inc., this software and related hardware will be procured; infrastructure will be developed, procured, and installed; training and quality assurance will take place; and the LFD will plan to go live with this fully NG911 - compliant system by the end of 2024, dependent on LPS’ implementation experience and timelines.

## **4.0 Financial Impact/Considerations**

Per the Source of Financing Report attached as Appendix A, funding for the one-time capital portion of the purchase (including first year licensing and system maintenance) is available in the approved capital budget (project FS1046 – Fire Replace Portable Radios Phase 2).

Future operating costs could potentially include annual fees (exempted under the Procurement of Goods and Services Policy, Schedule B6), life-cycling of hardware and equipment, resourcing for project execution, and staffing. Details of these requirements will be assessed with Solacom Technologies, Inc. and LPS during the first year. At this time, it is known that Solacom Technologies, Inc. on-going licensing and maintenance expenditures will be \$127,019 annually.

The LFD, LPS, City ITS staff, and Solacom Technologies, Inc. will work together to quantify any additional implementation costs as they become known. Related funding requirements will be included through the 2024 - 2027 multi-year budget process.

## Conclusion

Authorization for immediate single source procurement of Solacom Technologies, Inc. call handling solution as per Section 14.4(g) of the Procurement of Goods and Services Policy is requested to allow for a resource-saving partnership between the London Fire Department and London Police Service, as London's Public Safety Answering Points are shifted to the federally mandated Next Generation 9-1-1 system.

**Prepared by:** Katerina Barton, Manager, Finance and Planning, Fire Services

**Submitted by:** Richard Hayes, Acting Fire Chief

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

c: Mat Daley, Director, Information Technology Services  
Jason Davies, Manager III, Financial Planning & Policy  
Steve Mollon, Manager, Procurement and Supply, Finance Supports  
Vanetia R., Solicitor I, Legal Services  
Jason Wills, Manager III, Risk Management, Legal Services

**Source of Finance Report**

## Appendix "A"

#23013

January 31, 2023  
(Award Contract)

Chair and Members  
Community and Protective Services Committee

RE: London Fire Department Single Source Call Handling Software  
(Subledger GG230004)

Capital Project FS1046 - Fire Replace Portable Radios Phase 2  
Solacom Technologies Inc. - \$423,109.00 (excluding HST)

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

Finance Supports confirms that the cost of this project can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing is:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
Vehicles and Equipment	1,660,028	672,555	430,556	556,917
<b>Total Expenditures</b>	<b>\$1,660,028</b>	<b>\$672,555</b>	<b>\$430,556</b>	<b>\$556,917</b>

### Sources of Financing

Debenture Quota	152,528	0	0	152,528
Drawdown from Fire Renewal Reserve Fund	1,507,500	672,555	430,556	404,389
<b>Total Financing</b>	<b>\$1,660,028</b>	<b>\$672,555</b>	<b>\$430,556</b>	<b>\$556,917</b>

### Financial Note:

Contract Price	423,109
Add: HST @13%	55,004
Total Contract Price Including Taxes	478,113
Less: HST Rebate	-47,557
Net Contract Price	\$430,556

Jason Davies

Manager of Financial Planning & Policy

hb

## 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:** London Fire Department Single Source for Battery Operated  
Extrication Equipment - SS-2023-008

**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the single source procurement of Holmatro battery operated extrication equipment:

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration **BE AUTHORIZED** to enter into negotiations with Darch Fire Inc. of 9-402 Harmony Road, Ayr, Ontario, N0B 1E0 for pricing for a single source contract for two (2) years with three (3) option years for the provision of Holmatro battery operated extrication equipment to the London Fire Department;
- b) the approval a) above, **BE CONDITIONAL** upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Darch Fire Inc. of 9-402 Harmony Road, Ayr, Ontario, N0B 1E0 to the London Fire Department;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above; and,
- d) that the funding for this procurement **BE APPROVED** as set out in the Source of Financing Report attached hereto as Appendix A.

## Executive Summary

This report requests authorization from Council for a two-year single source contract with three option years for the purchase of Holmatro battery operated extrication equipment to ensure standardization of this equipment across the Fire Department.

## Linkage to the Corporate Strategic Plan

This London Fire Department Single Source Battery Operated Extrication Equipment procurement is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2019-2023:

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

# Analysis

## 1.0 Background Information

### 1.1 Context

The London Fire Department (“LFD”) is the only agency in the City of London with a mandate to rescue people who are trapped in vehicles involved in motor vehicle collisions or inside buildings that require forcible entry to gain access. The current extrication tools are past their serviceable life and require replacement. Advances in vehicle construction, including the use of stronger materials, have made the tools currently in use less effective at extricating trapped victims. The existing inventory of tools is outdated and cannot effectively cut through metal alloys that are now widely used. The LFD currently uses gasoline powered hydraulic pumps with hydraulic hoses to power these older extrication tools. New battery technology allows for an untethered, improved functionality with superior performance. Major benefits of making this change include:

- This new technology of extrication equipment will allow for instant use, where current equipment requires setup time to start extrication.
- There will be minimal modifications to our apparatus and in-station power supplies needed for the powering of charging units within their compartment storage areas.

In early 2022, the LFD outfitted its Rescue vehicle with a set of new battery operated Holmatro extrication tools and since then, their performance and expected outcomes have surpassed expectations. When these tools went into service, LFD Suppression and Training staff were instructed on their use, and the Apparatus Division received training on their care and maintenance. This training and experience will transfer to the new equipment purchased.

In addition to the Rescue vehicle, LFD carries extrication equipment on vehicles designated as Pumper Rescues. This end-of-life equipment requires replacement on a total of seven vehicles, not including the Rescue apparatus that was outfitted last year.

## 2.0 Discussion and Considerations

### 2.1 Case for Single Source Procurement

Outfitting all Pumper Rescue apparatus, including one reserve vehicle, with battery operated extrication tools allows for increased emergency preparedness for current and future large-scale events; uniformity of equipped apparatus; improved response to major emergencies; and the ability to provide an immediate replacement when an active unit is in for repairs.

The LFD Apparatus Division is already trained in the service and maintenance of Holmatro rescue tools and would need very little updated training on the battery-specific components of the new battery powered equipment. In addition, London firefighters are already trained and accustomed to using Holmatro equipment in emergency situations.

Holmatro’s Pantheon battery operated tools, exclusively available in Canada from Darch Fire Inc., provide improved performance when compared to the hydraulic style currently in service, require fewer accessories, and are much more compact. Battery powered tools also have lower-cost maintenance and component replacement in the long term.

To avoid risks associated with firefighters and mechanics having to be trained on unfamiliar tools, the associated cost and time commitment of such training, complexities of ongoing service, spare parts, the maintenance of different equipment types, and the loss of standardization across the LFD, the Deputy City Manager, Neighbourhood and

Community-Wide Services seeks authorization for the single source procurement of battery operated Holmatro extrication equipment as outlined in section 14.4(d) of the Procurement of Goods and Services Policy.

#### Section 14.4(d) of the Procurement of Goods & Services Policy

##### 14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- d. 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 (i.e., contract extension or renewal).

## **2.2 Details of Purchase**

The LFD must replace end-of-life extrication equipment and related accessories on six Pumper Rescue vehicles and one reserve Pumper Rescue.

This equipment is available from Darch Fire Inc. for immediate purchase with an expected in-service timeline of Summer 2023. The total cost of this equipment, including seven sets of tools, one service bench for service and maintenance, mounting brackets, and all other required accessories is \$573,979.97 CAD (excluding HST), and the estimated cost for installation is \$94,500 CAD (excluding HST). The estimated annual expenditure after this initial purchase will be less than \$5,000 CAD; the contract period is requested in case further accessories or mounts are required as new vehicles arrive.

## **3.0 Next Steps**

The LFD will work with installation experts and the Electrical Safety Authority (“ESA”) in advance of the arrival of this new equipment to ensure the equipment can be put into service as soon as possible, and that station facilities are compliant with all electrical, maintenance, and storage needs.

The advanced education and experience recently provided to LFD personnel will allow for a seamless transition from the older technology to the new battery operated Holmatro extrication equipment.

## **4.0 Financial Impact/Considerations**

Per the Source of Financing Report attached as Appendix A, funding for this purchase is available in the Fire capital plan from accounts FS112321 and FS112322. The lifecycle of this equipment will be considered when developing future Multi-Year Budgets.

Ongoing operating costs are included in the Fire operating budget and considered when developing the 2024-2027 Multi-Year Budget.

## Conclusion

Single source procurement of Holmatro battery operated extrication equipment as per Section 14.4(d) of the Procurement of Goods and Services Policy is required to maintain standardization, mitigate safety risks, minimize impact to fire service levels, and to maintain essential City services.

**Prepared by:** Katerina Barton, Manager, Finance and Planning, Fire Services

**Submitted by:** Richard Hayes, Acting Fire Chief

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

c: Jason Davies, Manager III, Financial Planning and Policy  
Steve Mollon, Manager, Procurement and Supply, Finance Supports  
Vanetia R., Solicitor I, Legal Services  
Jason Wills, Manager III, Risk Management, Legal Services



**Source of Finance Report**

## Appendix "A"

**#23010**

January 31, 2023  
(Award Contract)

Chair and Members  
Community and Protective Services Committee

RE: London Fire Department Single Source Battery Operated Extrication Equipment - SS-2023-008  
(Subledger GG230001)

Capital Project FS112321 - Replace Firefighter Equipment

Capital Project FS112322 - Replace Firefighter Equipment

Darch Fire Inc. - \$668,479.97 (excluding HST)

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

Finance Supports confirms that the cost of this project can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
<b>FS112321 - Replace Firefighter Equipment</b>				
Vehicles and Equipment	786,193	419,378	366,815	0
<b>FS112322 - Replace Firefighter Equipment</b>				
Vehicles and Equipment	656,400	0	313,430	342,970
<b>Total Expenditures</b>	<b>\$1,442,593</b>	<b>\$419,378</b>	<b>\$680,245</b>	<b>\$342,970</b>

### Sources of Financing

<b>FS112321 - Replace Firefighter Equipment</b>				
Drawdown from Fire Renewal Reserve Fund	786,193	419,378	366,815	0
<b>FS112322 - Replace Firefighter Equipment</b>				
Drawdown from Fire Renewal Reserve Fund	656,400	0	313,430	342,970
<b>Total Financing</b>	<b>\$1,442,593</b>	<b>\$419,378</b>	<b>\$680,245</b>	<b>\$342,970</b>

### Financial Note:

	FS112321	FS112322	Total
Contract Price	360,471	308,009	668,480
Add: HST @13%	46,861	40,041	86,902
Total Contract Price Including Taxes	407,332	348,050	755,382
Less: HST Rebate	-40,517	-34,620	-75,137
Net Contract Price	\$366,815	\$313,430	\$680,245

Jason Davies  
Manager of Financial Planning & Policy

jg

## 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:** London Fire Department Single Source Stabilization Rescue  
Struts - SS-2023-009

**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the single source procurement of stabilization rescue struts:

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration **BE AUTHORIZED** to enter into negotiations with A.J. Stone Co. Ltd. of 62 Bradwick Drive, Vaughan, Ontario, L4K 1K8 for pricing for a one-time, single source purchase of stabilization rescue struts for the London Fire Department;
- b) the approval a) above, **BE CONDITIONAL** upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with A.J. Stone Co. Ltd. of 62 Bradwick Drive, Vaughan, Ontario L4K 1K8 to the London Fire Department;
- c) the Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above; and,
- d) that the funding for this procurement **BE APPROVED** as set out in the Source of Financing Report attached as Appendix A.

## Executive Summary

This report requests authorization from Council for the single source purchase of stabilization rescue struts to ensure standardization of this equipment across the London Fire Department.

## Linkage to the Corporate Strategic Plan

This London Fire Department Single Source Stabilization Rescue Struts procurement is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2019-2023:

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

## Analysis

### 1.0 Background Information

#### 1.1 Context

The London Fire Department (“LFD”) is the only agency in the City of London with a mandate to rescue people who are trapped in vehicles involved in motor vehicle accidents or in buildings that require stabilization due to building collapse. The current stabilization rescue struts are past their serviceable life and require replacement. The existing inventory of stabilization rescue struts on the LFD’s Pumper Rescue apparatus are designed for light stabilization with a single purpose, which is to stabilize vehicles. The LFD will benefit from this new product providing technology improvements by way of increased weight ratings and increased functionality with superior performance.

This new technology of stabilization rescue struts will allow for seamless integration with current equipment, providing a more efficient and safer extrication for the worker and patient. In addition, there will be minimal modifications needed to current apparatus for the mounting of the stabilization rescue struts within their compartment storage areas.

In early 2022, the LFD outfitted its Rescue vehicle with a robust complement of Paratech stabilization rescue struts and since then, their performance and expected outcomes have surpassed expectations. When these tools went into service, LFD Suppression and Training staff were instructed on their use, and the Apparatus Division received training on their care and maintenance.

The LFD carries extrication equipment on vehicles designated as Pumper Rescues. This end-of-life equipment requires replacement on a total of seven vehicles, not including the Rescue apparatus that was outfitted last year.

### 2.0 Discussion and Considerations

#### 2.1 Case for Single Source Procurement

Outfitting all Pumper Rescue apparatus, including one reserve vehicle, with stabilization rescue struts allows for increased emergency preparedness for current and future large-scale events; uniformity of equipped apparatus; improved response to major emergencies; and the ability to provide an immediate replacement when an active unit is in for repairs.

The LFD Apparatus Division is already trained in the maintenance of Paratech stabilization rescue struts, which are exclusively available in Canada from A.J. Stone Co. Ltd. In addition, London firefighters are already trained and accustomed to using Paratech stabilization equipment in emergency situations.

To avoid risks associated with firefighters and mechanics having to be trained on unfamiliar tools, the associated cost and time commitment of such training, complexities of ongoing service, spare parts, the maintenance of different equipment types, and the loss of standardization across the LFD, the Deputy City Manager, Neighbourhood and Community-Wide Services seeks authorization for the single source procurement of stabilization rescue struts as outlined in section 14.4(d) of the Procurement of Goods and Services Policy.

#### Section 14.4(d) of the Procurement of Goods & Services Policy

##### 14.4 Single Source

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specifications. The procurement may be conducted using a Single

Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier in particular, as follows:

- d. 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 (i.e., contract extension or renewal);

## 2.2 Details of Purchase

The LFD must replace end-of-life stabilization rescue struts, mounts, and related accessories on six Pumper Rescue vehicles and one reserve Pumper Rescue.

This equipment is available from A.J. Stone Co. Ltd. for immediate purchase with an expected in-service timeline of Summer 2023. The total cost of this purchase is \$61,082 CAD (excluding HST), and installation will be completed by the LFD at no additional cost.

## 3.0 Next Steps

When this new equipment arrives, the LFD will install necessary mounting of this new equipment to ensure that it will be put into service immediately. The advanced education and experience recently provided to LFD personnel will allow for a seamless transition from the older technology to the new stabilization rescue struts.

## 4.0 Financial Impact/Considerations

Per the Source of Financing Report attached as Appendix A, funding for this purchase is available in the Fire capital plan from account FS112322. The lifecycle of this equipment will be considered when developing future Multi-Year Budgets.

Ongoing operating costs are included in the Fire operating budget and considered when developing the 2024-2027 Multi-Year Budget.

## Conclusion

Single source procurement of Paratech stabilization rescue struts as per Section 14.4(d) of the Procurement of Goods and Services Policy is required to maintain standardization, mitigate safety risks, minimize impact to fire service levels, and to maintain essential City services.

**Prepared by:** Katerina Barton, Manager, Finance and Planning, Fire Services

**Submitted by:** Richard Hayes, Acting Fire Chief

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

- c: Jason Davies, Manager III, Financial Planning and Policy
- Steve Mollon, Senior Manager, Procurement and Supply, Finance Supports
- Vanetia R., Solicitor I, Legal Services
- Jason Wills, Manager III, Risk Management, Legal Services

**Source of Finance Report**

## Appendix "A"

#23011

January 31, 2023  
(Award Contract)

Chair and Members  
Community and Protective Services Committee

RE: London Fire Department Single Source Stabilization Rescue Struts - SS-2023-009  
(Subledger GG230002)

Capital Project FS112322 - Replace Firefighter Equipment  
A.J. Stone Co. Ltd. - \$61,082.00 (excluding HST)

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

Finance Supports confirms that the cost of this project can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Vehicles and Equipment	656,400	313,430	62,157	280,813
<b>Total Expenditures</b>	<b>\$656,400</b>	<b>\$313,430</b>	<b>\$62,157</b>	<b>\$280,813</b>

### Sources of Financing

Drawdown from Fire Renewal Reserve Fund	656,400	313,430	62,157	280,813
<b>Total Financing</b>	<b>\$656,400</b>	<b>\$313,430</b>	<b>\$62,157</b>	<b>\$280,813</b>

### Financial Note:

Contract Price	61,082
Add: HST @13%	7,941
Total Contract Price Including Taxes	69,023
Less: HST Rebate	-6,866
Net Contract Price	\$62,157

Jason Davies  
Manager of Financial Planning & Policy

jg

## 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:** Housing Stability Services Purchase of Service Agreement  
Template  
**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on February 14, 2023 to authorize and approve a standard form Housing Stability Services Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Housing Stability Services, to be entered into between The Corporation of the City of London and various Service Providers.

## Executive Summary

Housing Stability Services (HSS) is seeking Council approval to both update The Housing Stability Services Municipal Purchase of Service Agreement template, and to authorize its use as the standard form purchase of service agreement template that is used by HSS to enter into operating agreements with various service providers.

The Municipal Purchase of Service Agreement Template attached as Schedule 1 to the bylaw for Housing Stability Services is intended for use as the new standard template for purchase of service agreements for programs funded through HSS. The agreement template has been updated to accomplish the following:

- Better align contract requirements with changes to provincial and federal funding guidelines;
- include new provisions related to service provider governance and confidentiality; and to
- streamline the administrative work of monitoring and tracking agreements for service providers and City staff by approving its use as the standard form agreement for HSS.

In the past, HSS has used three separate funding agreement templates that corresponded with the appropriate funding stream. Pending approval, the updated purchase of service agreement template will function as the standard form agreement for all operating agreements, regardless of funding stream.

## Linkages to the Corporate Strategic Plan

### 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 (2019-2024)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (Housing Stability for All Plan), is



the approved guiding document for homeless prevention and housing in the City of London and was developed in consultation with Londoners.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- Multi-Program Ontario Transfer Payment Agreement – Homeless Prevention Program Approval (CPSC: March 29, 2022)
- Reaching Home: Canada’s Homelessness Strategy Community Entity – Designated Communities Funding Agreement (CPSC: April 9, 2019)
- Homeless Prevention Municipal Purchase of Service Agreement Template (CPSC: December 3, 2019)

#### 1.2 Overview

Housing Stability Services currently has three Council approved funding agreement templates, each corresponding to a separate funding stream. These templates are used to enter into purchase of service agreements with external service providers.

HSS is seeking approval for the purchase of service agreement template included as Schedule 1 to the attached by-law. Pending approval, the updated template will function as the main agreement template for all approved external operating agreements funded through HSS.

### 2.0 Discussion and Considerations

#### Housing Stability Services Funding

HSS is currently funded through several federal, provincial, and municipal funding streams. In order to implement the actions outlined in the City of London Housing Stability Action Plan (2019-2024), HSS enters into Purchase of Service agreements with various service providers each year to deliver housing stability services for Londoners that are at risk of or experiencing homelessness. Service Providers are procured through The City of London Procurement of Goods and Services Policy.

#### Updates to the HSS Purchase of Service Agreement Template

The updated Purchase of Service Agreement template will function as the main template for HSS operating agreements. The template has also been updated to include the following changes, which will better support HSS outcomes and mitigate risk. Civic Administration has recommended the following updates which have been included in the new agreement template:

- New Section 4.2 Representations, Warranties and Covenants
- New Section 6.9 Governance and Attestation
- New Section 17 No Conflict of Interest
- Updated Eligible Expenditures

### 3.0 Financial Impact/Considerations

There is no financial impact. The Housing Stability Services Municipal Purchase of Service Agreement Template is intended for future approved purchase of service agreements, beginning in April 2023.

## Conclusion

**PREPARED BY:** Kate Green, Manager, Housing Stability Services  
**SUBMITTED BY:** Craig Cooper, Director, Housing Stability Services  
**RECOMMENDED BY:** Kevin Dickins, Deputy City Manager, Social and Health Development

Bill No.  
2022

By-law No. A.-

A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to the by-law for Housing Stability Services to be entered into between The Corporation of the City of London and various Service Providers.

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

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

AND WHEREAS, as service manager under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City has a plan to address homelessness, and may fund homelessness programs;

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

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

1. The Municipal Purchase of Service Agreement, substantially in the form attached as Schedule 1 to this By-law, is approved as the standard form of agreement with respect to the purchase of homeless prevention and housing stability services by The Corporation of the City of London.
2. The Deputy City Manager, Social and Health Development, or their written designate, is hereby delegated authority to execute and amend Municipal Purchase of Service Agreements with Service Providers, employing the standard form Agreement authorized and approved under section 1, above, that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on

Josh Morgan  
Mayor

Deputy City Clerk

First Reading –  
Second Reading –  
Third Reading –

Schedule 1

[add template here]

## MUNICIPAL PURCHASE OF SERVICE AGREEMENT

### Housing Stability Services Programs - [Name of Program]

This Agreement is effective as of {month /day /year} (“Effective Date”)

#### BETWEEN:

#### THE CORPORATION OF THE CITY OF LONDON

(the “City”)

- and -

#### [NAME OF SERVICE PROVIDER]

(the “Service Provider”)

#### RECITALS:

The Service Provider has agreed to receive funding from the City to provide one or more services with respect to housing stability services;

The City and the Service Provider have entered into this Agreement for the purpose of establishing the Service Provider’s obligations with respect to the provision of services and the City’s obligation to provide funding to the Service Provider for the provision of such services.

NOW THEREFORE, The City and the Service Provider agree with each other as follows:

#### 1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise, the following terms have the meanings set out in this Section:

- **“Agreement”** means this agreement entered into between the City and the Service Provider and includes all of the schedules listed in Section 1.2 and any amending agreement entered into;
- **“Business Day”** means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- **“City Notification”** means a notice in writing from the City to the Service Provider;
- **“City Representative”** means the individual(s) designated in writing to represent the City;
- **“Description of Services”** means the Description of Services set out in Schedule B, attached to the Agreement, and as amended by the Parties from time to time;
- **“Eligible Expenditures”** means the costs approved by the City Representative arising from budget items set out in Schedule A that are incurred by the Service Provider in carrying out the services during the term of this Agreement;
- **“Event of Default”** has the meaning prescribed to it in Section 9.1;
- **“Force majeure”** has the meaning prescribed to it in Article 14;
- **“Funding”** means the money the City provides to the Service Provider under this agreement, as set out in Schedule A;

- **“Maximum Funds”** means the maximum Funds set out in Schedule “B”
- **“Notice”** means any communication given or required to be given pursuant to the Agreement;
- **“Notice Period”** means the period of time within which a Service Provider is required to remedy an Event of Default, and includes any such period or periods of time by which the City considers it reasonable to extend that time;
- **“Parties”** means the City and the Service Provider and “Party” means either or both of them, as the context may require;
- **“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, including any amendments thereto;
- **“PIPEDA Protected Information”** means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- **MFIPPA** means the *Municipal Freedom of Information and Protection of Privacy Act*;
- **“Wind Down Costs”** means the Service Provider’s reasonable costs to wind down the funded program, as determined by the City.

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule A – Funding / Budget Items / Eligible Expenditures;

Schedule B – Description of Services;

Schedule C – Blanket Position Insurance Policy;

Schedule D – French Language Services, if box checkmarked .

1.3 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.

1.4 All references in this Agreement to section numbers are references to sections of this Agreement unless stated otherwise.

## **2. Amending The Agreement**

2.1 Except as otherwise provided for in the Agreement, the Agreement may only be amended by a written agreement duly executed by the Parties.

### **New Schedules**

2.2 The City may, at any time, upon consultation with the Service Provider, provide new Schedules A,B, or D.

### **Deemed to be Replaced – New Schedules**

2.3 If the City provides a new schedule in accordance with section 2.2, the new schedule shall be deemed to be either Schedule A (Funding / Budget Items / Eligible Expenditures), Schedule B (Description of Services), Schedule D (French Language Services) as the case may be, (collectively referred to as **“New Schedules”**), for the period of time to which it relates.

### **Termination by Service Provider – New Schedules**

- 2.4 If the Service Provider does not agree with all or any New Schedules, the Service Provider may terminate the Agreement by giving 90 days' Notice of Termination to the City.

**Consequences of Termination by Service Provider – New Schedules**

- 2.5 If the Service Provider terminates the Agreement pursuant to section 2.4, the City may take one or more of the actions listed in section 8.2.

**3. Term of This Agreement**

- 3.1 Term of Agreement: Subject to early termination provisions, this Agreement shall commence on the Effective Date, and shall expire, without the necessity of notice, [enter specific day/month/year agreement terminates] later (the “Term of the Agreement”).

**4. Services**

- 4.1 The Service Provider agrees to provide services as set out in Schedule B (Description of Services) in accordance with the Terms of this Agreement including any City of London Homeless Prevention Service Standards as they may be amended from time to time.

**4.2 Representations, Warranties and Covenants**

The Service Provider represents, warrants and covenants that:

(i) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(ii) it has, and will continue to have, the experience and expertise necessary to carry out the Programs;

(iii) it is in compliance with, and will continue to comply, with all federal and provincial laws, regulations, municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, including, but not limited to, the *Workplace Safety and Insurance Act*, *Occupational Health and Safety Act*, *Accessibility for Ontarians with Disabilities Act, 2005*, *Human Rights Code*, *Child, Youth and Family Services Act, 2017*, or any successor legislation;

(iv) unless otherwise provided for in this Agreement, any information the Service Provider provided to the City in support of its request for Funding (including information relating to any eligibility requirements) was true and complete at the time the Service Provider provided it and will continue to be true and complete.

**5. Funding for Carrying out the Program**

- 5.1 The City will:

(a) make a notional allocation of funding for each funding year, and provide the Service Provider up to the Maximum Funds for the purpose of carrying out the Program as set out in Schedule A;

(b) provide the Funding to the Service Provider in accordance with the payment plan attached to the Agreement as set out in Schedule A;

(c) deposit the Funding into an account designated by the Service Provider provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Service Provider.

- 5.2 The Service Provider shall spend Funding received under Section 5.1 as set out in Schedule A.

## **6. Obligations**

- 6.1 The Service Provider will operate in compliance with the *Child, Youth and Family Services Act* (if there are reasonable grounds to suspect a circumstance listed in the Act, promptly report the suspicion and the information on which it is based to a Children's Aid Society).
- 6.2 The Service Provider shall not infringe a right under section 5 of the *Human Rights Code*, R.S.O. 1990, c. H.19.
- 6.3 The Service Provider shall recognize The City of London, and if applicable the Province of Ontario or Government of Canada, as a funding provider in all publicity (print or broadcast media) and on all promotional items. The Service Provider shall not use a City of London logo unless it has obtained the requisite authority to do so under the City's Corporate Identity Policy.
- 6.4 The City shall not be held liable for any injury, including death, or for any loss or damage to property of the Service Provider or for any obligation of the Service Provider or anyone else, incurred or suffered by the Service Provider or its agents, employees, subcontractors or voluntary workers in carrying out the services as set out in Schedule B.
- 6.5 The Service Provider, in compliance with its obligations under this Agreement, shall be solely responsible for all statutory obligations related to the payment of Employment Insurance, Canada Pension Plan benefits, Workplace Safety and Insurance Act, Ontario Health Insurance Plan, HST and taxes.
- 6.6 Confidentiality
- (a) The collection, use, retention and disclosure of all personal information under this Agreement are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA). The Service Provider acknowledges that any information it supplies to the City is subject to MFIPPA, including access to information provisions and disclosure provisions in MFIPPA.
- (b) The Service Provider shall ensure its staff, volunteers and agents comply with privacy legislation which applies to the collection, use, retention and disclosure of personal information and personal health information, including *Personal Health Information Protection Act, 2004*, and MFIPPA, or any successor legislation.
- (c) The Service Provider shall have a confidentiality policy for the handling of personal information and personal health information by staff, students, volunteers and agents. The Service Provider shall ensure that its staff, students, volunteers and agents comply with such confidentiality policy. The Service Provider shall provide the City with a copy of such policy upon request.
- 6.7 **Independent Contractor**
- (a) The Service Provider acknowledges and agrees that this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Service Provider nor any person employed by or associated with the Service Provider is an employee of, or has employment benefits of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, the *Canada Pension Act*, the *Employment Insurance Act*, the *Workplace Safety and Insurance Act*, the *Occupational Health and Safety Act*, the *Pay Equity Act*, the *Health Insurance Act*, or any other employment-related legislation, all as may be amended from time to time, or otherwise.
- (b) The Service Provider is acting as an independent contractor in the performance of this Agreement and shall not be deemed to be the employee, agent, partner of, or



in joint venture with the City, and the Service Provider's officers, directors, employees, subcontractors and agents shall not be deemed to be the employees, agents, partners of, or in joint venture with the City.

#### **6.8 Governance and Attestation.**

The Service Provider represents, warrants, and covenants that it has, and will maintain in writing, and will follow:

- i. a code of conduct and ethical responsibilities for all persons at all levels of the Service Provider's organization;
- ii. procedures to ensure the ongoing effective functioning of the Service Provider, including but not limited to the presence of a business continuity plan, detailing steps to mitigate downtime and maintain operations from threats (environmental, technological, or otherwise);
- iii. decision-making mechanisms;
- iv. procedures to enable the Service Provider to manage Funding prudently and effectively, including a Service Provider-provided account at a Canadian financial institution in the name of the Service Provider;
- v. procedures to enable the Service Provider to complete each Program successfully;
- vi. procedures to enable the Service Provider to identify risks to the completion of each Program, and strategies to address the identified risks, all in a timely manner;
- vii. procedures to ensure compliance with relevant legislation, including the *Income Tax Act*, *Canadian Human Rights Act*, *Ontario Human Rights Code*, *French Language Services Act*, *R.S.O. 1990, c. F.32*, *Canadian Income Tax Act*, and *Accessibility* in its own operations and those of its Service Partners as per *Accessibility for Ontarians with Disabilities Act, 2005*, or any successor legislation;
- viii. procedures to ensure compliance with information technology infrastructure, privacy, security standards and data governance, as well as disclosure of any recent privacy breaches;
- ix. an established system of internal corporate controls for assurance purposes as per the COSO framework or equivalent;
- x. procedures to enable the preparation and delivery of all Reports required pursuant to the Agreement; and
- xi. procedures to enable the Service Provider to deal with such other matters as the Service Provider considers necessary to ensure that the Service Provider carries out its obligations under the Agreement.

**Supporting Proof.** Upon request, the Service Provider will provide the City with proof of the matters referred to in this section.

#### **7. Data Collection and Reporting Requirements**

- 7.1 The Service Provider agrees to collect data as described in Schedule B.
- 7.2 The Service Provider agrees to comply with the reporting requirements as set out in Schedule B.

#### **8. Termination on Notice**

- 8.1 The City may terminate the Agreement at any time upon giving at least 45 days' Notice to the Service Provider. The Service Provider may terminate the Agreement at any time upon giving at least 90 days' Notice to the City.

- 8.2 **Consequences of Termination on Notice.** If either the City or Service Provider terminates the Agreement pursuant to section 8.1 or section 2.4, the City may take one or more of the following actions:

- (a) cancel all further instalments of Funding;
- (b) demand from the Service Provider the payment of any Funding remaining in the possession or under the control of the Service Provider; and

- (c) determine the reasonable costs for the Service Provider to wind down the Program, and the City may do either or both of the following:
  - (i) permit the Service Provider to offset such costs against the amount the Service Provider owes pursuant to Section 8.2(b); and
  - (ii) provide Funding to the Service Provider to cover such costs.

8.3 If the Service Provider wishes to terminate the Agreement pursuant to 8.1 or section 2.4, it shall provide written notice to the City in the form of a Board resolution or by-law.

## **9. Event of Default, Corrective Action and Termination for Default**

9.1 Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the City, the Service Provider breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) Deliver services that address program outcomes;
  - (ii) Collect data as required;
  - (iii) Provide reports as required;
  - (iv) Use or spend the Funding as authorized in this Agreement and in Schedule A;
- (b) an event of Force Majeure that continues for a period of sixty (60) days or more.

9.2 If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- (a) provide the Service Provider an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funding for such period as the City determines appropriate;
- (c) reduce the amount of Funding;
- (d) reallocate Funding;
- (e) cancel all further Funding;
- (f) demand the repayment of any Funding;
- (g) terminate the Agreement, upon giving Notice to the Service Provider.

9.3 If, in accordance with Section 9.2(a), the City provides the Service Provider with an opportunity to remedy the Event of Default, the City shall provide Notice to the Service Provider of:

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

9.4 If the City has provided the Service Provider with an opportunity to remedy the Event of Default pursuant to 9.2(a), and:

- (a) in the opinion of the City, the Service Provider does not remedy the Event of Default within the Notice Period;

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

the City may extend the Notice Period, or initiate any one or more of the actions provided for in Sections 9.2 (b), (c), (d), (e), (f), or (g).

9.5 Termination under this Article shall take effect as set out in the Notice.

## 10. French Language Services

10.1 If the City is required to provide services to the public in French under the provisions of the *French Language Services Act* ("FLSA"), the Service Provider agrees, as per Schedule D of this Agreement, that the Service Provider shall:

- (b) ensure services are provided in French; and,
- (c) make it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the program are available in French.

## 11. No Delegation of Authority to Bind the City

11.1 Nothing in this section or in this Agreement authorizes a Service Provider or provides it with the delegated authority to enter into any agreements on behalf of or otherwise bind the City.

## 12. Notice

12.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service; or
- (c) sent by email, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:

- (i) in the case of notice to the City:

The City of London  
Attention: City Clerk  
300 Dufferin Avenue  
City Clerk's Office  
London ON N6A 4L9

Email: [homelessprevention@london.ca](mailto:homelessprevention@london.ca)

- ii) in the case of notice to the Service Provider:

[enter Service Provider address]

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day.

Any notice or other communication transmitted by email shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:30 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1<sup>st</sup>) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by email, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

### **13. INSURANCE AND INDEMNITY**

#### **13.1 Insurance**

Throughout the term of this Agreement, the Service Provider shall maintain commercial General Liability Insurance on an occurrence basis for an amount of not less than five million (\$5,000,000) and shall include the City as an additional insured with respect to the Service Provider's operations and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal liability, personal injury, broad form property damage, contractual liability, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses.

The Service Provider shall submit a completed standard Insurance Certificate (Form #0788), and shall provide the City with a minimum of thirty days' notice in advance of cancellation of such insurance.

The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as it may reasonably require.

Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

#### **Indemnification**

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

- (i) any breach of this Agreement by any of the Service Provider, the Service Provider's employees, subcontractors, or persons for whom the Service Provider is at law responsible;
- (ii) any loss or misuse of funds held by the Service Provider as described in this Agreement;
- (iii) the acts or omissions of the Service Provider, the Service Provider's employees, subcontractors, or any person for whom the Service Provider is at law responsible in performing Services or otherwise carrying on the Service Provider's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (iv) any claim or finding that any of the Service Provider, the Service Provider's employees, subcontractors, or persons for whom the Service Provider is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or
- (v) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from the Service

Provider, the Service Provider's employees, subcontractors, or others for whom the Service Provider is at law responsible in connection with the performance of Services or otherwise in connection with the Service Provider's business.

- 13.2 At its sole discretion, the City may, at any time, require that the Service Provider obtain and maintain a Blanket Position Insurance Policy or equivalent Fidelity Bond. See Schedule C.

#### **14. Force Majeure**

- 14.1 Subject to Section 14.3, Force Majeure means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

- 14.2 Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) lawful act by a public authority; and
- (d) strikes, lockouts and other labour actions,

if such events meet the test set out in Section 14.1.

- 14.3 Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees or subcontractors; or
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

- 14.4 Subject to Section 9.1(b), the failure of either Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

#### **15. Audits and Reviews**

- 15.1 The Service Provider shall, on forty-eight (48) hours' prior written notice, give the City, City Representatives and/or City auditors free access to such staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or City auditors, for the purpose of verifying compliance with this Agreement. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The Service Provider acknowledges that the City may conduct an audit of the Service Provider and its subcontractors in any year.

- 15.2 The City reserves the right to conduct operational reviews on forty-eight (48) hours' prior notice to the Service Provider to evaluate the effectiveness of the Service Provider's operations and delivery of this agreement. The Service Provider shall give the City, City Representatives and/or other persons authorized by the City free

access to such premises, staff, documents, books, records and accounts as may be determined by the City, City Representatives and/or other persons authorized by the City, for the purpose of the operational review. The Service Provider shall ensure that the same obligation is imposed on any subcontractor engaged to assist the Service Provider in the performance of this Agreement. The intent of the operational review is to work in partnership with the Service Provider to identify areas of strength and opportunities, to improve business practices, and to ensure that the effective administration and monitoring of service contracts are maintained. The City may provide the Service Provider with recommendations arising out of the operational review and the Service Provider shall give reasonable consideration to those recommendations.

## **16. General**

### **16.1 Services to Vulnerable Populations**

a) The Service Provider shall ensure that where services are provided to vulnerable populations, it obtains a Police Vulnerable Sector Check (PVSC) for all employees, Board Members, volunteers and students, providing these services. Failure to do so may result in immediate termination of this Agreement.

b) Where the Service Provider provides services to vulnerable populations, it shall ensure it has appropriate policies and procedures in place with respect to providing services to those vulnerable populations including Criminal Offence Discretion, Serious Occurrence Reporting, Orientation and Training, Safe Sharps and Waste Handling, Fire Safety and Emergency Information.

16.2 The Service Provider shall maintain all records and documentation pertaining to this Agreement for two (2) years following the termination of this Agreement.

16.3 The Service Provider represents that it has not knowingly provided the City with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the City in the performance of its obligations under this Agreement.

16.4 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City.

16.5 The Service Provider represents and warrants that it shall:

(a) preserve the PIPEDA and MFIPPA compliance of all MFIPPA or PIPEDA Protected Information transferred to it by the City;

(b) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it collects in the course of performing its contractual obligations; and

(c) ensure the MFIPPA and PIPEDA compliance of all MFIPPA or PIPEDA Protected Information that it transfers to the City.

16.6 Each disbursement of Funding by the City to the Service Provider under this Agreement is subject to the necessary budgetary appropriations from Municipal Council, and where applicable from the Federal Parliament or Provincial Legislature. The City shall not have any liability in the event the respective budgetary appropriations are insufficient to meet the Funding obligations of the City.

16.7 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Service Provider as partners of each other.

16.8 No member of:

- (a) the Municipal Council of the City or the County of Middlesex, or the governing body of any Municipal Agency, Board or Commission of any of such municipalities; or
- (b) where applicable, the House of Commons, Senate of Canada, Legislative Assembly of Ontario;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.

- 16.9 All of the remedies available to the City under this Agreement, at equity and/or at law are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies.
- 16.10 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 16.11 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City and the Service Provider or their respective written designates on their behalf, who are hereby expressly appointed in this regard.
- 16.12 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 16.13 Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed and which has the effect of supplementing or superseding such statute or regulations.
- 16.14 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 16.15 The parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting this Agreement other than as expressed in writing in this Agreement.
- 16.16 This Agreement shall be read with all changes of gender and number required by the context.
- 16.17 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days' prior written notice by the other Party, execute and deliver to the other Party a statement in writing confirming that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 16.18 If the Service Provider owes any money to the City, whether or not their return or repayment has been demanded by the City, such monies shall be deemed to be a debt due and owing to the City by the Service Provider and the Service Provider shall pay or return the amount to the City immediately unless the City otherwise directs.

The City may charge the Service Provider interest on any monies owing by the Service Provider at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 16.19 The City may set off any debt owing by the Service Provider to the City under this Agreement against any amount payable by the City to the Service Provider.
- 16.20 The Service Provider shall not assign this Agreement without the prior written consent of the City, which consent may be withheld, acting in its sole discretion.
- 16.21 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of Section 16.20 restricting the Service Provider's ability to assign this Agreement.
- 16.22 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed to be severed.
- 16.23 The provisions in sections 5.2; 8.2; 9.2(c), (d), (e), (f); and Article 1 (Interpretation), 7 (Data collection and Reporting Requirements), 12 (Notice), 13 (Insurance and Indemnity), 15 (Audits and Reviews), and 16 (General) except for section 16.20 shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

**17. No Conflict of Interest**

- 17.1 The Service Provider will carry out the Program and use the Funds without an actual, potential or perceived conflict of interest. A conflict of interest includes any circumstances where, in respect of each Program, the Service Provider or any person who has the capacity to influence the Service Provider's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Provider's objective, unbiased and impartial judgment relating to the Program, the use of Funds, or both. The Service Provider will disclose to the City all actual, potential or perceived conflicts of interest, and comply with any terms and conditions that the City may prescribe as a result of the disclosure.

**18. Prior Agreements**

- 18.1 This agreement supersedes and replaces all prior oral or written representations or agreements relating to the funded program.

**19. Execution of Agreement**

- 19.1 The Service Provider 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.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties.

**SIGNED, SEALED AND DELIVERED**

**THE CORPORATION OF THE CITY OF LONDON**

Per:

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

Title: Deputy City Manager, Social and Health Development



Date:

**[ENTER NAME OF SERVICE PROVIDER]**

\*Per:

Print  
Name:  
Title:

Date:  
\*I/We have the authority to bind the Service  
Provider.

\*Per:

Print  
Name:  
Title:

\*I/We have the authority to bind the Service  
Provider.

**Schedule A (Municipal)**

**[NAME OF SERVICE PROVIDER]**

**Funding / Budget / Eligible Expenditures**

**Up to a Maximum Amount of Municipal Funding for Term of Agreement (inclusive of HST): \$ [                      ]**

**1. Payment**

The Service Provider will receive payment in [insert number of] installments by the following dates:

- 1. [Date] in the amount of \$[enter amount].
- 2. [Date] in the amount of \$[enter amount].

The City may adjust the allocation and payment amounts based on financial reporting and changes to service delivery.

**2. Funding**

**2.1 Financial Reporting**

The Service Provider will include financial reports for each of the identified program areas as outlined below. The financial reports will compare the approved budget funded by this Agreement to actual expenditures (e.g. staff, administration, and programming costs).

Audited Financial Statements are due for all programs [enter date or timeline].

<b>Financial Reporting Period</b>	<b>Report Due Date</b>
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]
[enter reporting period]	[enter due date]

## 2.3 Eligible / Ineligible Expenditures

The following lists eligible expenditures under this agreement:

(Check boxes as applicable:)

- Reaching Home Directives;
- HPP Guidelines;
- [Insert other applicable Provincial / Federal Directive, Guideline, Policy]

The following list of eligible expenditures is applicable unless specifically provided for in an applicable Directive, Guideline or Policy check-marked above:

### Staff

- salaries and benefits of staff who deliver direct client services.

### Staff Costs

- mileage and travel expenses for program activities. Travel costs must not exceed the guidelines of the Ontario Travel, Meal and Hospitality Expenses Directive

### Office and Program Supplies

- office supplies
- specialized program supplies and materials

Administration (total administration costs are not to exceed [enter percentage] per cent of the allocation)

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

### Other

- operating expenses including utilities and food
- annual audited statement
- translation and interpretation services
- HST should be included in all budget expenses, not as a separate item in this category
- Expenses related to responding to the Covid19 pandemic, such as (but not limited to): purchasing personal hygiene products, cleaning, sanitation supplies, providing access to clinical, health and treatment services for individuals experiencing COVID-19 symptoms, physical barriers to increase social distancing
- Capital expenditures only if approved in writing by the City

### Ineligible Expenditures

The following lists ineligible expenditures under this agreement:

- therapeutic and medical treatment covered by provincial/territorial medical and insurance plans
- capital expenditures (unless approved in writing by the City), which include:

- new construction and/or conversions of buildings
- major repairs and renovations
- retrofits
- buying land
- purchasing buildings
- the construction, repair and renovation of new and existing social and affordable housing
- services that do not directly support people who are homeless or at-risk of homelessness
- alcoholic beverages
- administration costs not associated with the program activities outlined in this agreement

### **3. Budget**

[Insert budget] Program budget is subject to final approval by The City of London.

#### **[History of Schedule Replacements:**

-Schedule Replacement #1 [insert date of first Schedule replacement ]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

## Schedule B

### SERVICE PROVIDER

#### Description of Services

##### 1. Description of Services

[Enter program description]

##### 2. Collection of Data by the Service Provider

The Service Provider agrees to use the shared installation of HIFIS as their information system as directed by the shared policies and practices of the London Homeless Prevention Network, and to ensure participant information is current wherever possible. The Service Provider agrees to use HIFIS for the disclosure of information to other homeless serving organizations in the Network, subject to the consent of the participant.

[Enter any additional data collection requirements]

Data collection requirements may change over time and additional data collection may be required. The City will notify the Service Provider if there are any changes to data collection requirements.

##### 3. Outreach Outcomes and Targets

The Homelessness Prevention Program has established three key goals:

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

[Enter any additional outcomes and targets]

Further outcomes and targets may be provided by the City, Housing Stability Services throughout the contract term.

##### 4. Critical Incident Reporting

Critical incidents are generally considered to include:

- Any death of a participant;
- any incident where emergency services are contacted;
- any life threatening situation that occurs involving a participant, including and not limited to: severe assault; accidental injuries; attempted suicide; incidents involving a fire arm; loss of consciousness related to drug overdose;
- any situation which results in the interruption of service delivery;
- any occurrence of fire resulting in damage; or,
- any other occurrence deemed relevant by the City.

The Service Provider will provide the City with Critical Incident Reports within twenty-four hours of an occurrence.

[History of Schedule Replacements:

-Schedule Replacement #1 [insert date of first Schedule replacement ]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]

**SCHEDULE C**

**BLANKET INSURANCE POLICY OR EQUIVALENT FIDELITY BOND**

If the service provider receives advanced funding greater than Ten Thousand Dollars (\$10,000) they shall furnish the City with Crime, Employee Dishonesty Insurance or Bond A policy or equivalent Fidelity Bond in an 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



**Certificate of Insurance - Standard**

*This is to certify that the Insured named below is insured as described:*

**\*\*\* This form must be completed and signed by your insurer or insurance broker.\*\*\***  
 Note: Proof of liability insurance will be accepted on this form only (with no amendments).

Named Insured			E-mail address		
Insured's address (street name, city, province and postal code)			Telephone number		Fax number
Type of insurance	Insurance Company (full legal name)	Policy Number	Effective Date Year Month Day	Expiry Date Year Month Day	Limits of Liability (bodily injury & property damage - inclusive)
Commercial General Liability					Occurrence \$ Aggregate \$
<input type="checkbox"/> Umbrella <input type="checkbox"/> Excess					Occurrence \$ Aggregate \$
Other (Explain.)					Occurrence \$ Aggregate \$

Commercial General Liability: **Occurrence Basis**, Including Personal Injury, Property Damage, Broad Form Property Damage, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products - Completed Operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.

Tenant's Legal Liability:  NO or  YES. . . (Limit) \$ \_\_\_\_\_  
 Liquor Liability:  NO or  YES

THE CORPORATION OF THE CITY OF LONDON, the London Convention Centre, Covent Garden Market Corporation, Museum London o/b London Regional Art & Historical Museums, London Public Library Board, London Police Service, Housing Development Corporation, London and London Middlesex Housing Corporation have been added as an additional Insured but only with respect to their interest in the operations of the Named Insured.

If cancelled or changed in any manner, that would affect the City of London or other scheduled additional Insured for any reason, so as to affect this certificate, thirty (30) days prior written notice by registered mail or facsimile transmission will be given by the insurer(s) to:

**The Corporation of the City of London**  
**Attention: Risk Management Division**  
 Office location: 520 Wellington Street, Unit 1  
 Mailing address: P O Box 5035  
 London, ON N6A 4L9  
 Fax: 519 661-4631  
 E-mail: certificates@london.ca

Motor vehicle liability	Insurance Company	Policy Number	Effective Date (YYYYMMDD)	Expiry Date (YYYYMMDD)	Limits of Liability \$
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*Motor Vehicle Liability - must cover all vehicles owned, or operated by, or on behalf of the insured.*

This is to certify that the Policies of Insurance as described above have been issued by the undersigned to the Insured named above and are in force at this time.

This certificate is executed and issued to the aforesaid Corporation of the City of London, the day and date herein written.	
Name of insurance company or broker (completing form)	Telephone number
Address	Fax number
Name of authorized representative or official (Please print.)	E-mail address
Signature of authorized representative or official	Date (YYYY-MM-DD)



**SCHEDULE D**

**FRENCH LANGUAGE SERVICES**

**FRENCH LANGUAGES SERVICES REPORT**

Please complete and submit this report at the time of signing the Service Agreement.

Service Provider:

Service Provider Address: \_\_\_\_\_

Service Provider Contact: \_\_\_\_\_

Name:

Number:

Email:

This report is to confirm that as of \_\_\_\_\_(date agreement commences), the \_\_\_\_\_(Service Provider name) will be providing services under the City of London Purchase of Service Agreement and has an office in an area designated under the *French Language Services Act* ("FLSA").

The \_\_\_\_\_(Service Provider name) confirms that as of \_\_\_\_\_(date of contract execution) it will be:

- a) Providing services as identified in the description of services to the public in French in all of its locations located in or serving an area designated as part of the services delivered through this Agreement.
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Payments under this Agreement.

I declare that the above information is true and complete.

Service Provider Signature \_\_\_\_\_

Name:

Title:

I have the authority to bind the \_\_\_\_\_(Service Provider name)

Dated at \_\_\_\_\_(Service Provider name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

As a Service Provider that will be providing services under the City of London Purchase of Service Agreement and having locations located in or serving an area designated under the *French Language Services Act*, please complete the section below.

**Service Provider Name:** \_\_\_\_\_

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

**Description of Services**

Please select all items that apply to the services you will be providing under the City of London Purchase of Service Agreement in a location that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other (please specify)

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

**[History of Schedule Replacements:**

-Schedule Replacement #1 [insert date of first Schedule replacement ]

-Schedule Replacement #2 [insert date of second Schedule replacement]

Etc. ...]



## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community & Protective Services Committee  
**From:** Scott Mathers, MPA, P. Eng., Deputy City Manager  
Planning and Economic Development  
**Subject:** Exotic Animal Establishments  
**Date:** January 31, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development:

- a) the attached proposed by-law amendments (Appendix 'A') **BE SUBMITTED** for consideration at a Public Participation Meeting at a future meeting of the Community and Protective Services Committee; and
- b) this report **BE RECEIVED** for information purposes.

## Summary

In response to Council direction, Civic Administration are submitting amendments to the Animal Control and Business Licensing By-laws for consideration to permit and regulate Exotic Animal Establishments. For the purposes of fairness and transparency, a public participation meeting is recommended prior to a Council decision on any amendments.

## Background Information

### What is the purpose of this report?

On December 13, 2022, Municipal Council resolved:

That the Civic Administration **BE DIRECTED** to prepare a staff report, including any related previous recommendations, to be brought forward to the January 2023 Community and Protective Services Committee (CPSC) meeting with respect to a potential amendment to By-law PH3, the Animal Control By-law, to permit the keeping of class 7 animals within the City of London under such requirements as are recommended by the Civic Administration; it being noted that a draft by-law will be included with the staff report.

This report summarizes previous recommendations as well as presents draft by-law amendments to permit the keeping of class 7 animals in a Exotic Animal Establishment within the City under specific requirements.

### What previous reports were prepared on this matter?

There were two previous staff reports.

The first report was presented to CPSC on December 10, 2018. The report focused on two key areas: the intended use of commercial space at Westmount Mall and the intended operations. The report included a land use planning analysis of the proposed location referencing the Provincial Policy Statement, the London Plan and Zoning By-law. Staff recommended that the Business Licensing By-law be amended to regulate exotic animal facilities. The staff report is attached as Appendix "B" to this report. Council did not accept the proposed business licensing category; it is important to note that the result of this Council decision did not prohibit organizations such as Reptilia from operating but rather that such establishments would not be regulated

under the Business Licensing By-law. The Council resolution is attached as Appendix “C” to this report.

The second report was presented to CPSC on April 20, 2022. The report summarized information presented to Council on February 15, 2022, in a public session by the Deputy City Manager, Planning and Economic Development with respect to Reptilia establishing operations in Westmount Mall. The report provided a synopsis of Reptilia’s interest in opening a facility in London dating back to proactively presenting to AWAC in 2017, a summary of the 2018 CPSC report, the issuance of a Minor Variance and the issuance of a building permit based on zoning compliance. The staff report is attached as Appendix “D” to this report. Staff recommended that this report be received. The Council resolution is attached as Appendix “E” to this report.

### **What By-law amendments are presented for Council consideration?**

There are two amendments presented for consideration: an amendment to the Animal Control By-law specific to the Westmount Mall location and an amendment to the Business Licensing By-law introducing a new business category: Exotic Animal Establishment.

**Animal Control By-law** – This by-law is passed under the jurisdiction of the *Municipal Act* allowing Councils to regulate the keeping of animals, or any class of animals, within the municipality. The by-law permits (including setting limitations) as well as prohibits certain animals to be kept in the City. Animals are categorized into different “classes” with corresponding regulations. Class 7 animals include: any animal of a type that is normally found in a wild and natural state, whether or not it has been bred and/or raised in captivity and includes but is not limited to bear, wolf, coyote, crocodile, alligator, bobcat, lynx, mountain lion, cougar, tiger, lion, monkey, fox, skunk, kangaroo, eagle, hawk, elephant, weasel, racoon, venomous lizard, venomous snake, venomous spider and prohibited birds. These animals are prohibited within the City.

Should Council wish to permit these animals within City limits, the Animal Control By-law can be amended to specifically identify the location where these animals would be kept. For the purposes of fairness and transparency, a public participation meeting should be held when considering an amendment to the Animal Control By-law for exempting a specific location for the keeping of Class 7 animals.

**Business Licensing By-law** – This by-law is passed under the jurisdiction of the *Municipal Act* allowing Council to provide for a system of licences with respect to businesses for a variety of municipal purposes. This by-law recently underwent a full omnibus review and is drafted in a fashion which allows for amendments including the addition of new categories of businesses to be licensed by way of addition of new schedules. The by-law also contains provisions allowing the delegation of powers to the Licence Manager to prescribe operational standards to be imposed on licensees.

The submitted draft amendment has regard for the principles of health and safety including safety of service providers and consumers/patrons and nuisance control.

The amendment defines an Exotic Animal Establishment as a premise which maintains a collection of animals which are put on public display for any purpose. Such purposes may include education, entertainment and recreation.

The amendment includes a regulation requiring the Exotic Animal Establishment to be accredited by the Canadian Association of Zoos and Aquaria (CAZA) which is a private charitable organization representing Canadian zoological parks and aquariums. CAZA is committed to the advancement of accredited zoos and aquariums as humane agencies of animal welfare, conservation, science and education. CAZA maintains a comprehensive accreditation program requiring annual self-assessment reviews which are peer reviewed for the purposes of compliance with the accreditation. CAZA and its member institutions often partner with government and animal welfare agencies by providing training as well as expert assistance in investigations in response to

complaints. As another accreditation option, staff will also accept accreditation from the Association of Zoos and Aquariums.

A number of proposed operational regulations are submitted for consideration in the event that Council wishes to permit the keeping of exotic animals in Exotic Animal Establishments.

An Animal Inventory Record is recommended to keep up-to-date information on each exotic animal including species, description (including length, weight,) any identifiable markings, age and gender. This record would form the foundation for a Veterinary Health Certificate maintained by a Veterinarian registered in the Province of Ontario for each exotic animal certifying the good health of the animal and the absence of any zoonotic diseases including a record of vaccinations as applicable.

An Animal Accommodation Plan is recommended which would include species appropriate maintenance protocol containing a description of the housing, cleaning and maintenance procedures and general animal welfare for each species.

As some business models for Exotic Animal Establishments include a mobile component for educational purposes, a Transportation Plan describing the transportation of animals as permitted from the premises to government regulated educational facilities including record keeping protocol is recommended. As part of this requirement, the Licence Manager may place restrictions on the types of animals permitted to be transported for safety purposes.

Having regard for any unforeseen emergencies or risk to the public, including staff, an Emergency Management and Public Safety Plan is recommended. This plan would include protocol for controlling and containing any exotic animal, crowd control measures, public health requirements (including onsite emergency medications and evacuation protocol in response to any situation which becomes or could become a threat to public health and safety. This plan will have regard to emergencies which may require the attendance of first responders.

A final operational issue focusing on risk is the requirement for Commercial General Liability and Indemnification from any and all claims, loss costs or damages that the City may incur with respect to the operations of the premise.

As with any amendment to the Business Licensing By-law which involves the introduction of a new business category, for the purposes of fairness and transparency, a public participation meeting should be held prior to the adoption of any by-law amendments.

### **3.0 Conclusion**

In response to Council direction, Civic Administration are submitting amendments to the Animal Control and Business Licensing By-laws for consideration to permit and regulate Exotic Animal Establishments. The submitted Animal Control By-law amendment would be location specific: Westmount Mall. The submitted Business Licensing By-law amendment provides for a new business category: Exotic Animal Establishment. For the purposes of fairness and transparency, a public participation meeting is recommended prior to any Council decision on any amendments.

**Prepared by:** Orest Katolyk, MLEO (C)  
Director, Municipal Compliance

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

## Appendix 'A'

Bill No. --  
2023

By-law No. L.-131\_\_\_\_

A by-law to amend By-law No. L.-131-16 entitled  
“A by-law to provide for the Licensing and  
Regulation of Various Businesses”.

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

**AND WHEREAS** section 23.2 of the Municipal Act, 2001 permits a municipality to delegate certain legislative and quasi-judicial powers;

**AND WHEREAS** the City deems it to be in the public interest, having regard to health and safety including safety of service providers and consumers/patrons and nuisance control as it is related to Exotic Animal Establishments;

**AND WHEREAS** it is deemed expedient to amend By-law No. L.-131-16, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”, passed on December 12, 2017;

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

1. The Business Licensing By-law L.-131-16 is hereby amended by adding “**Exotic Animal Establishment**”, as referenced in the attached **Schedule 'xx'** to the Business Licence By-law Schedule.

### Schedule xx

#### Definitions:

Exotic Animal Establishment means a place where exotic animals are kept or put on display.

Exotic Animal means any animal of a type that is normally found in a wild and natural state, whether or not it has been bred and/or raised in captivity and includes but is not limited to bear, wolf, coyote, crocodile, alligator, bobcat, lynx, mountain lion, cougar, tiger, lion, monkey, fox, skunk, kangaroo, eagle, hawk, elephant, weasel, racoon, venomous lizard, venomous snake, venomous spider, all birds the keeping of which is prohibited in the Migratory Birds Convention Act, S.C. 1985, C.M-7, and regulations thereto and all animals the keeping of which is prohibited in the Fish and Wildlife Conservation Act, 1997 and regulations thereto.

#### Regulations:

In addition to all the requirements set out in this By-law, every holder of an Exotic Animal Establishment shall be a member of or accredited by the Canadian Association of Zoos and Aquaria (CAZA) or the Association of Zoos and Aquariums (AZA).

#### Prohibitions:

- No Person shall own or operate an Exotic Animal Establishment without holding a current valid licence issued under this By-law.

- No Person shall operate an Exotic Animal Establishment in contravention of any Regulations of this By-law.
- No person shall operate an Exotic Animal Establishment in contravention of any Administrative Regulations as approved and amended from time to time by the Licence Manager.

**Powers of Licence Manager:**

In addition to any other power, duty and or function prescribed in the By-law, the Licence Manager may establish Administrative Regulations under this Schedule, in consultation with partner agencies, including but not limited to: London Police Service, Middlesex London Health Unit, Fire Department and Middlesex London Paramedic Service:

- Prescribe the content of the Animal Inventory Record including but not limited to the following information for each exotic animal: species, description including length, weight and any identifiable markings, age and gender;
- Prescribe the content of a Veterinary Health Certificate maintained by a Veterinarian registered in the Province of Ontario for each exotic animal certifying the good health of the animal and the absence of any zoonotic diseases including a record of vaccinations as applicable;
- Prescribe the content of an Animal Accommodation plan including species appropriate maintenance protocol including a description of the housing, cleaning and maintenance procedures and general animal welfare;
- Prescribe the content of a Transportation Plan describing the transportation of animals as permitted from the premises to government regulated educational facilities including record keeping protocol;
- Prescribe the content of an Emergency Management and Public Safety Plan including protocol for controlling and containing any exotic animal, crowd control measures, public health requirements and evacuation protocol in any situation which becomes or could become a threat to public health and safety;
- Prescribe the requirements for Commercial General Liability and Indemnification from any and all claims, demands, cause of action, loss costs or damages that the City of London may suffer, incur or be liable for resulting from the performance of the applicant as set out in the By-law whether with or without negligence on the part of the applicant, the applicant's employees, directors, and agents with respect to the operations of the licensed premise.

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

PASSED in Open Council on     , 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading –  
Second reading –  
Third reading –

Bill No. --  
2023

By-law No. PH-3

A by-law to amend By-law No. PH 3 "Animal Control By-law".

**AND WHEREAS** paragraph 1 of section 210 of the *Municipal Act, R.S.O. 1990, c. M.45*, as amended, provides that by-laws may be passed by Councils of local municipalities for prohibiting or regulating the keeping of animals or any class therein within the municipality or defined areas thereof, including the number of animals that may be kept by any person and the number of animals or any class thereof that may be kept about any dwelling unit.

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

1. Section 14 of Animal Control By-law PH-3 is hereby amended by adding the following:  
Class 7 animals may be kept or put on display at the following licensed Exotic Animal Establishment locations:

(a) 785 Wonderland Road South.

PASSED in Open Council on     , 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading –  
Second reading –  
Third reading –

Appendix 'B'

TO:	CHAIR AND MEMBERS COMMUNITY AND PROTECTIVE SERVICES MEETING ON DECEMBER 10TH, 2018
FROM:	G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT & COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL
SUBJECT:	ZOOS & MOBILE ZOOS

**RECOMMENDATION**

That on the Recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to zoos and mobile zoos:

- a. This report **BE RECEIVED** for information purposes; and
- b. Civic Administration **BE DIRECTED** to draft by-law amendments, for consideration at a future meeting of the Community and Protective Services Committee, to:

amend the Business Licence By-law, L-131-16 to regulate zoos, fairs, exhibitions, and circuses.

**BACKGROUND**

On June 12<sup>th</sup>, 2018 Council resolved:

*That, on the following actions be taken with respect to the 5<sup>th</sup> Report of the Animal Welfare Advisory Committee, from its meeting held on May 3, 2018:*

*b) the attached proposed amendments to the Animal Control By-law PH-3, drafted by AWAC, BE REFERRED to the Managing Director, Development and Compliance Services for review and a report back to the Community and Protective Services Committee; and,*

*it being noted that the attached presentation, from P. Lystar, Animal Welfare Advisory Committee, was received with respect to this matter;*

*it being further noted that the requests for delegation status from R. Laidlaw, Zoocheck and V. Van Linden, Friends of Captive Animals, were referred to the public process.*

**Current Landscape**

There are two known mobile zoos that operate, or have operated, in London and area. Recently Reptilia, an indoor reptile zoo which also offers mobile zoo programs has expressed interest in a London location. Reptilia operates a permanent zoo and well as a mobile zoo in each municipality in which they are located. On occasion events operating from Budweiser Gardens may include animal presence as well.

The following are excerpts from zoo, mobile zoo and animal related websites:

- Little Rays Nature Centres

<http://littleraysnaturecentres.com/#highlights>

*“We’ve been developing educational and interactive exhibits for many years and have developed an expertise in dynamically presenting information and animals. Our exhibits have been installed and thrilled crowds in North America, Europe and Asia. Find out how Little Ray’s Reptiles Zoo Inc. can benefit your institution.”*

- The Snake Lady – Val Williams of London Ontario

<http://www.snakelady.ca/>

*“The Snake Lady’s fun & educational Shows have been a hit in London and surrounding Southwestern Ontario for over 40 years! The Snake Lady will take you on a trip around the world showing you animals found as close as your own backyard to as far away as Australia! You can expect to visit with and learn about a variety of animals including many different species of Snakes, Lizards, Turtles, Tortoises, Treefrogs, African Bullfrogs, Salamanders, Tarantulas, Hissing Cockroaches, Giant Millipedes and many more!”*

- Reptilia Zoo

<https://reptilia.org/about-reptilia-zoo/>

*“Reptilia, the largest reptile zoo attraction in Canada, announced that their second and largest facility is currently under construction in Whitby, ON, and will be opening to the public mid-2018. For over 20 years Reptilia has educated and entertained their Guests at their flagship Vaughan facility, and now Reptilia is ready to bring the reptile world to the people of Whitby. Reptilia facilities are multi-functional – featuring family attractions like community events, children’s camps, and birthday parties, curriculum-based education programs for schools, stage shows and a mobile zoo for special events, and even professional training for Environment Canada, the Canadian military, and First Responders.”*

- Budweiser Gardens Events

<https://www.budweisergardens.com/events/detail/professional-bull-riders>

*“For the first time since 2016, Professional Bull Riders Canada’s elite Monster Energy Tour will return to London, Ontario, holding its fifth event of the 2019 season inside Budweiser Gardens on Saturday May 11, 2018.”*

#### **Animal Welfare Advisory Committee**

On June 1st, 2017, at the Animal Welfare Advisory Committee (AWAC) meeting Cheryl Sheridan, Head Zoo Keeper of Reptilia, delivered a presentation to the committee including discussion around the activities, goals, philosophies, and nature of the business known as Reptilia. Reptilia is an indoor reptile zoo and educational facility. According to the Reptilia brochures and marketing, Vaughn’s facility is Canada’s largest reptile zoo with 15,000 square feet of exhibits. There are both guided and self-guided tours, live shows including participant interactions with some reptiles, animal care and junior keepers programs, adventure camps, birthday party packages, and mobile zoo opportunities.

Ms. Sheridan welcomed a Q & A period following the presentation. This presentation also confirmed Reptilia’s interest in potentially establishing a facility in London. Reptilia representatives had also previously extended an invitation to tour their Vaughn facility to members of AWAC, Tourism London, and City of London Animal Services. By October of 2017 representatives from each group had taken the opportunity to tour the facility.

On May 29, 2018 AWAC brought before the Community and Protective Services Committee proposed draft amendments to the Animal Control By-law PH-3 that would exempt certain classes of animals as follows:

*This by-law shall not apply to:*

- a) animals maintained in a public park or zoo owned or operated by the City of London*
- b) a zoo licensed in accordance with the Fish and Wildlife Conservation Act, 1997 and any successor legislation thereto*
- c) pet shows, with respect to Class 4, 5, and 6 animals except where prohibited elsewhere in this by-law*



d) *agricultural fairs, shows and exhibitions with respect to Class 1, 2 and 3 animals*

The current exemption section of By-law PH-3 pertaining to zoos is written as follows:

### **3.6 Public park - zoo - fair - exhibition - circus - licensed**

*This by-law shall not apply to animals maintained in a public park, zoo, fair, exhibition or circus operated or licensed by a municipal or other governmental authority.*

The AWAC recommendation would eliminate the municipality's ability to licence a zoo, fair, exhibition or circus. AWAC did also conduct some municipal comparisons (Schedule "A") and provide reasons for the recommendations, (Schedule "B").

#### **Industry Consultation**

June 13, 2017 by invitation Ron Oke, City of London Animal Welfare Coordinator and Heather Chapman, Manager Municipal Law Enforcement Services (Animal Services) travelled to Vaughn Ontario to tour a Reptilia Zoo and Education Facility. The tour and information session was facilitated by Reptilia's Director of Business Development, Reptilia's Chief Financial Officer, and Reptilia's Head Zoo Keeper and Veterinarian.

At the request of Civic Administration Reptilia has provided a document referred to as **Reptilia Zoo - London Facility Statement of Intent** where representatives of the organization have provided answers to concerns Civic Administration raised. See Schedule "C". Further the organization provided the Reptilia Inc. Board's Curriculum Vitae. See Schedule "D".

On August 22, 2018 Civic Administration met with Rob Laidlaw of Zoocheck <https://www.zoocheck.com/about/>, Wendy Brown, Chair of AWAC, and Florine Morison a member of a sub-committee of AWAC focussing on captive animals to hear their concerns regarding zoos and mobile zoos.

This group spoke of many concerns related to captive animals including standards of care. The primary concern raised during the meeting in relation to Reptilia's model of Zoo and Educational Facility was public safety. Mr. Laidlaw indicated that studies have concluded that children under the age of 5 years old should not come into contact with reptiles as the salmonella bacteria, E coli carried by the reptiles may be transferred to the child during physical interactions. Voluntary touching of certain reptiles and snakes is promoted by Reptilia. Further the group expressed concerns of public safety where reptiles and snakes, through the Reptilia programs, are transported (mobile zoo) to private and public events held outside the Reptilia facility such as birthday and special event gatherings. Zoonoses was also discussed as a concern. The link below, Government of Canada Public Health reports and publications better explains Zoonoses.

<https://www.canada.ca/en/public-health/services/reports-publications/canada-communicable-disease-report-ccdr/monthly-issue/2017-43/ccdr-volume-43-10-october-5-2017/commentary-emerging-infectious-diseases-prediction-detection.html>

#### **Oversight and Regulations**

During this review, Civic Administration reached out to the Zoo Inspections Branch of Ontario Society for the Prevention of Cruelty to Animals (OSPCA) and was provided the following information in relation to zoos;

- currently in Ontario there is no Provincial or Federal licensing requirements for exotic animal zoos
- any zoo having native species is required to be licenced by the Ministry of Natural Resources and Forestry (MNR)

- Ontario Society for the Prevention of Cruelty to Animals Act sets the standards of care which are enforced by OSPCA Zoo Inspectors and Agents across Ontario
- Zoo Inspectors bi-annually inspect registered and non-registered zoos in Ontario to determine if the standards of care are being met

<http://caid.ca/OSPACAAct1990.pdf>

During this review Civic Administration also learned of Canada's Accredited Zoos and Aquariums (CAZA), as well as World Accredited Zoos and Aquariums (WAZA) designations. Currently Reptilia is listed as an accredited zoo with CAZA.

<http://caza.ca/> and <http://www.waza.org/en/site/home>

*“Founded in 1975, Canada’s Accredited Zoos and Aquariums (CAZA) is a private charitable organization representing the country’s leading zoological parks and aquariums. CAZA is committed to the advancement of accredited zoos and aquariums as humane agencies of animal welfare, conservation, science and education.”*

Dr. Andrew Lentini of Toronto Zoo, former Curator of Reptiles & Amphibians, who conferred with Civic Administration on the lack of legislation around anti venoms and therefore the need for zoos to have strict protocols and inventory in place. Dr. Lentini also indicated in his view it would be in the best interest of every municipality that contained a zoo to ensure that the zoo met or exceeded the CAZA minimum standards.

CAZA accredited facilities of Ontario:

[African Lion Safari](#)  
[Bird Kingdom](#)  
[Cochrane Polar Bear Habitat](#)  
[Jungle Cat World Wildlife Park](#)  
[Little Ray’s Reptile Zoo](#) (Ottawa & Hamilton)  
[Reptilia](#)

[Riverview Park and Zoo](#)  
[Safari Niagara](#)  
[Science North](#)  
[Toronto Zoo](#)  
[Wye Marsh](#)

### **Municipal Comparisons and Considerations**

Currently there are two operational Reptilia Facilities in Ontario. The cities of Vaughn, Whitby each contain a Reptilia facility. The City of Barrie is currently a planned location for a future opening of the third Reptilia. The Vaughn facility is a “stand alone” zoo with no other tenants within the building. The Whitby facility has other occupancies within the premise, making it a multi-tenant building. As the Barrie location is still within the planning stages a location has yet to be determined.

Within the City of Vaughn’s Animal Control By-law there is a prohibited animals schedule however the by-law also provides for a number of exemptions including on the premises of Reptilia Inc., being a business operated primarily for educational purposes, with an accessory retail component, and in circuses where animals are kept for performances for a temporary period, and on the premises of the Wildcare Wildlife Rehabilitation Centre.

Within the City of Whitby’s Prohibited and Regulated Animals By-law a zoo is permitted provided it is an accredited facility.

The City of Vaughn and Whitby do not currently have a licensing requirement for zoos however the City of Barrie requires a business licence.

On January 1, 2018, Toronto implemented regulations to restrict mobile live animal shows. The regulations state that prohibited animals are no longer allowed to be used as part of a mobile educational program or “mobile live show”, such as at special events including birthday parties or school visits. There was one exception made for a facility/program known as Earth Rangers where specific prohibited animals can continue to be used for educational purposes until January 1, 2021. For animals not on the prohibited animals list those would continue to be permitted within educational programs and include ferrets, chinchillas, rats, hedgehogs, non-poisonous frogs, parrots, non-poisonous snakes and lizards for their programs.

On November 8, 2018 the City of Toronto expanded their prohibited animals list.  
<https://www.toronto.ca/community-people/animals-pets/pets-in-the-city/prohibited-animals/>

The Toronto Zoo is permitted by way of the City of Toronto Act. With regard to Ripley's Aquarium of Canada, Toronto Wildlife Centre, Royal Ontario Museum, and where the City of Toronto has otherwise expressly permitted or authorized the activity, provided that such activity is of a temporary nature, City of Toronto Municipal Code Chapter 349 Animals, permits exceptions for prohibited animals.

The City of Peterborough is host to Riverview Park & Zoo. The City's Animal By-law, 17-096 exempts the keeping of prohibited animals at the zoo.

The City of Ottawa's Animal By-law, 2003-77, exempts zoos that are licensed by the municipality, or accredited by CAZA, as well as having some site specific facility exemptions. The City of Ottawa's Licensing By-law, 2002-89, includes a category for the licensing of exotic animals.

The City of Hamilton Animal By-law, 14-121 permits exotic animals and reptiles provided that the facility is CAZA accredited and meets their by-law regulations.

The City of Windsor within their Animal Control By-law #8156 permits the lawful operation of any circus, exhibition, menagerie or carnival, including venomous snakes etc. through the exemption section of the by-law provided they are licensed by the City under the Business Licence By-law.

Municipal by-laws can be struck down if they are found not to have a proper municipal purpose (see for example [Eng v. Toronto \(City\), \[2012\] O.J. No. 5661](#); [Xentel DM Inc. v. Windsor \(City\), \[2004\] O.J. No. 3656](#)). In *Eng*, the court determined that a ban on the sale of shark fins had no proper municipal purpose for the City of Toronto. In *Xentel*, a by-law that prohibited entertainment involving exotic animals was struck down by the court; the court determined that the pith and substance of the by-law was animal welfare and not public safety, and the City had insufficient evidence to show that exotic animal performances were a threat to public safety. Further, it is open to a person to allege their *Charter* rights (e.g. freedom of expression) were violated by prohibiting the feeding of wildlife; a court would review the legislation to determine whether a restriction on a *Charter* right was reasonable.

### **Planning Analysis in Response to Reptilia Potentially Locating in London**

The Provincial Policy Statement (PPS) 2014 provides policy direction on matters of provincial interest related to land use and development. Section 1.1 of the PPS "Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns" encourages healthy, livable and safe communities that are sustained by accommodating an appropriate range and mix of residential, employment, institutional, recreational and other uses to meet long-term needs. It also promotes cost-effective development patterns and standards to minimize land consumption and servicing costs along with efficient development and land use patterns to help sustain the financial well-being of the Province and municipality over the long term. The PPS also encourages settlement areas [PPS 1.1.3 Settlement Areas] to be the main focus of growth and development, and that their vitality and regeneration be promoted as it is critical to the long-term economic prosperity of our communities. Consistent with the PPS, Direction No. 1 of The London Plan (TLP) – "Plan Strategically for a Prosperous City" recognizes the revitalization of our business areas (TLP 55\_4), and Direction No. 7 of The London Plan – "Build Strong, Healthy and Attractive Neighbourhoods for Everyone" encourages the distribution of educational, social and recreational facilities throughout the city so that all neighbourhoods are well-served (TLP 61\_8).

The PPS seeks to ensure the effective use of infrastructure and public service facilities and that land use patterns within settlement areas, as noted above, which shall be based on a mix of uses that support active transportation and are transit supportive, where transit is planned, exists or may be developed. The proposal supports active transportation

noting that the proposed location is identified as an Urban Thoroughfare in The London Plan, which supports high volumes of traffic including pedestrian, cycling, transit and automotive vehicles.

The policies of the PPS require municipalities to identify appropriate locations and promote opportunities for intensification and redevelopment where this can be accommodated and taking into account existing building stock [PPS 1.1.3.3 Settlement Areas]. Direction No. 5 of The London Plan – “Build a Mixed-use Compact City” identifies the importance of planning that takes advantage of existing services and facilities to reduce our need to grow outward (TLP 59\_4). The Shopping Area Place Type in The London Plan encourages the repurposing of existing commercial centres that take advantage of existing services, use land more efficiently, and reduce the need for outward expansion.

Given the proposal is seeking to introduce an adaptive reuse of an existing commercial building for a place of entertainment, the proposed use is considered to be in conformity with the range of entertainment, recreational and educational uses permitted under the Shopping Area Place Type of The London Plan. The proposed land use falls within the definition of Place of Entertainment under the City of London Z.-1 Zoning By-law. Site Plan Approval would not required given the nature of the proposal is to repurpose an existing building and there is no increase to the usability of the site to accommodate the place of entertainment use.

This proposal ensures that the goals of the PPS 2014 and The London Plan are being achieved by repurposing an existing unit of a large scale commercial space that has been fully utilized for about one year. Further, the continued use of existing, planned functional development blocks ensures that no additional land consumption is required and minimizes servicing costs as the subject site has been fully serviced for a large commercial use, and no upgrades are anticipated.

The proposed use also creates employment opportunities [PPS 1.3 Employment] by providing an appropriate mix and range of employment uses that incorporates compatible employment uses to support liveable and resilient communities [PPS 1.3.1]. In creating employment opportunities, the proposal contributes to the Long-Term Economic Prosperity [PPS 1.7] of the City and community. This proposal also supports Direction No. 1 of The London Plan (TLP 55\_2) to “*recognize the strategic connection between building an exceptional city to live in, and our ability to compete with other cities for talent, business attraction, and investment.*” The proposal promotes economic development opportunities on the site and in the area and enhances the vitality and viability of commercial premise and the surrounding community. The site’s location on an Urban Thoroughfare with direct access to a Provincial highway interchange (Highway 402) provides good opportunity as a tourist attraction for Londoners, patrons from southern Ontario, and possibly further.

## CONCLUSION

The Municipal Act gives a municipality the authority to create by-laws for specific municipal purposes. The welfare of animals does not constitute a municipal purpose. It is the Ontario Society for the Prevention of Cruelty to Animals that regulates and enforces animal welfare.

To address the health, safety and well-being of persons, municipalities often regulate through licensing. On consideration of licensing Civic Administration would consult with the local Health Unit on matters of public health.

The proposal facilitates the adaptive re-use of a portion of an existing large scale commercial building for a place of entertainment, which meets the current and future demands of the City and community. The proposal is consistent with the Provincial Policy Statement 2014, in conformity to The London Plan, and in compliance with the permitted uses of the Z.-1 Zoning By-law. The proposal also provides an opportunity to contribute

to the vitality and regeneration of the City and contribute to the long-term economic prosperity of the community.

Currently the exemption section of the City of London Animal Control By-law PH-3, speaks to zoos, fairs, exhibitions, and circuses provided the municipality licenses it. Civic Administration does not agree that the By-law PH-3 requires amending. Civic Administration recommends that a report be brought forward to Community and Protective Services at a future meeting with draft amendments to By-law L-131-16 (Business Licence) to regulate the keeping of prohibited animals at zoos, fairs, exhibitions and circuses.

<b>PREPARED BY:</b>	
<b>H. CHAPMAN, MANAGER MUNICIPAL LAW ENFORCEMENT SERVICES</b>	
<b>CONCURRED BY:</b>	<b>RECOMMENDED BY:</b>
<b>O. KATOLYK, CHIEF MUNICIPAL LAW ENFORCEMENT OFFICER</b>	<b>G. KOTSIFAS, P. ENG. MANAGING DIRECTOR, DEVELOPMENT &amp; COMPLIANCE SERVICES AND CHIEF BUILDING OFFICIAL</b>

cc: A. Anderson, City Solicitor's Office

## Schedule “A”

### AWAC Response / Information

#### Comparing other Municipalities

In Ontario, there are only a select few cities that have taken action towards banning Class 7 animals in their cities. Windsor would be one of those cities who very recently (November 2017) voted to amend their bylaws in order to adjust to this change. British Columbia cities including Vancouver, Victoria, Kelowna and Kamloops have already banned the use of animals in circuses.

#### Windsor

Windsor bylaws<sup>[a]</sup> identify that there is still an exemption for properly licensed performers pursuant to their subsection 3(1)& (2) which states “(1)any exotic animal, venomous snakes and snakes not indigenous to Canada, venomous reptiles, venomous insects or venomous spiders; or (2) Any wild animal unless such animal is under releasable age and cannot fend for itself, or is injured and unable to fend for itself.” Although this is still the reading of their bylaws, council has already passed a vote to amend the bylaw to reflect the ban on circus animals. The council decide that potential legal ramifications from the circuses was worth it and that over the more recent years there has been a decline in the number of challenges against animal bans.

#### Hamilton

The Hamilton bylaws<sup>[b]</sup> identify under subsection 3.2(k) that “a temporary public display of animals including a circus, carnival or classroom display” be exempt from the parameter set throughout the remainder of the bylaw. As of 2013, Little Ray’s had a permanent location in Hamilton and were forced to move their crocodilians, large snakes and arachnids to conform to the bylaw adjustment. Based on this seemingly conflicting information and that Little Ray’s has a permanent location in Hamilton, The City appears to be working towards the banning of those typically Class 7 animals.

#### Mississauga

Mississauga bylaws<sup>[c]</sup> contain a Schedule A containing animals similar to our Class 7 animals. Mississauga bylaws identify that pursuant to subsection 17(f), “any person in charge of a travelling circus, exhibition, or roadshow, or any employee thereof, lawfully displaying animals” is exempt from the ban of having these Schedule A animals. This is very similar to the current way the London bylaw is written.

#### Waterloo

The Waterloo bylaw<sup>[d]</sup> is very similar to that of Mississauga in that it contains a Schedule A of prohibited animals unless under s.4 they are part of an approved zoo or circus.

#### Ottawa

The Ottawa bylaws<sup>[e]</sup> identify these sets of animals which they outline in their Schedule B. S.86 of their bylaw identifies that these Schedule B animals are permitted at any licensed zoo or exhibit permanently existing in the city. The wording of their bylaw appears to exclude travelling zoos and circuses as they even contain an exemption for Little Ray’s Reptile Zoo as there is a permanent Ottawa location for the Zoo’s headquarters.

#### Ramifications of Banning Circus Animals

In previous instances (all typically at least a decade ago) circuses that legally challenged cities who had banned animals from their performance had done so pursuant to subsection 2(b) of the *Charter* as they claimed that such a bylaw puts a limit on their freedom of expression. It was thus

seen as unconstitutional as it removed personal choice. Although these challenges were more successful many years ago, there is still the threat and chance of facing legal ramifications for banning these circus animals. In 2013 Winnipeg faced this threat when they banned circus animals and the Windsor choice in 2017 was made with the knowledge that they could very well be confronted with a legal issue if they moved forward with the ban of circus animals.

### Overall Trends and City Progress

Based on current trends and changing perspectives in animal health, society and municipalities around the world are working towards the progression of banning circus animals. Many European, Asian and Latin American countries have fully banned the use of animals in circuses and that now dozens (mostly British Columbia) of Canadian cities have begun to progress towards such changes. This change does come at a cost both economically for the city and reduces the amount of tourism that may be present because of the reduction in circuses taking place. Overall, more and more cities are choosing to be progressive towards animal safety at the potential risk of legal action and economic loss.

<sup>5</sup> [http://documents.ottawa.ca/sites/documents.ottawa.ca/files/2003\\_77\\_en.pdf](http://documents.ottawa.ca/sites/documents.ottawa.ca/files/2003_77_en.pdf)

## Schedule “B”

### RECOMMENDATION:

Animal control By-law PH-3 prohibits the keeping of specified animals and regulates the keeping of other animals within the City of London.

The Animal Welfare Advisory Committee (AWAC) recommends amending the Animal Control By-law PH-3 as indicated in the draft By-law provided.

changes to be inserted:

4 new definitions in Section 1.1

#### Animal-use Entertainment Show - defined

"Animal-use entertainment show" means any entertainment show where live animals are physically present as an intended part of aspect of the conduct or presentation of the entertainment show, whether interaction between animals and admittees is allowed or not.

#### Entertainment show - defined

"Entertainment show" means any show, performance, presentation, circus, concert or similar event where admission is allowed to persons by admission fee or otherwise, the primary purpose of which is entertainment of the admittees by performers.

#### Mobile Live Animal Program - defined

"Mobile live animal program" means a mobile operation, facility or place where live animals are brought to a location on a temporary basis and, whether segregated from persons by fixed barriers or not, are made available for exhibit, observation, recreation, entertainment, any degree of physical or other interaction with such persons, other than those persons charged with the custody of the animals or any other purpose.

#### Zoo- defined

"Zoo" means a place where live animals in captivity are kept for display to persons for conservation, educational, scientific or recreational purposes, and where the animals and such persons are physically segregated from each other by fixed barriers.

#### New exemption wording in Section 3.6

Existing wording 3.6 Public park-zoo-fair-exhibition-circus-licensed, This bylaw shall not apply to animals maintained in a public park, zoo, fair, exhibition or circus operated or licensed by a municipal or other governmental authority.

Replace with

This by-law shall not apply to:

- a) animals maintained in a public park or zoo owned or operated by the City of London,
- b) a zoo licensed in accordance with the Fish and Wildlife Conservation Act, 1997 and any successor legislation thereto,
- c) pet shows, with respect to Class 4, 5 and 6 animals except where prohibited elsewhere in this by-law,
- d) agricultural fairs, shows and exhibitions, with respect to Class 1, 2 and 3 animals.

#### New prohibition in Section 4.17

##### Animal-use Entertainment Show, Zoo, Mobile Live Animal Program

No person shall conduct or present any animal-use entertainment show or operate any mobile live animal program involving Class 7 animals or any other animals prohibited in the City of London.

### ANALYSIS:

The Animal Control By-law ranks animals in seven classes, and prohibits the keeping of some of them:



Class 1 animals are cow, donkey, goat, horse, mule, pig (swine) of all species including hybrids, pony and sheep. Class 1 animals are prohibited within municipal boundaries. There are regulations that apply to the keeping of these animals that were held prior to the passage of the by-law.

Class 2 animals are chicken, goose, turkey, duck and any domestic fowl. Class 2 animals are prohibited within municipal boundaries. There are regulations that apply to the keeping of these animals that were held prior to the passage of the by-law.

Class 3 animals are homing, pouter, racing or tumbler pigeons. No more than 40 banded Class 3 animals may be kept during winter, and no more than 60 banded Class 3 animals may be kept during summer. There are regulations that apply to the keeping and flight times of these animals.

Class 4 animals are domestic cat, guinea pig, gerbil, hamster, mouse, rat, rabbit, chinchilla, ferret and turtle. A maximum of two of these animals may be kept, with the exception of domestic cats. The number of cats that may be kept varies depending on the number of dogs kept and the type of dwelling unit.

Class 5 animals are non-venomous snakes, non-venomous lizards and non-venomous spiders. No more than two Class 5 animals are permitted in any dwelling unit or on any premises. Non-venomous snakes over 60.9 cm (24 inches), and non-venomous lizards over 30.48 cm (12 inches), are prohibited.

Class 6 animals are domestic cardinals, finches, budgies, bulbuls, canaries, tanagers, amazons, cockatoos, conures, macaws, parakeets, cockatiels, lorikeets, touracos, toucans, orioles, mynahs, magpies, barbets, arcaris, pied hornbills and cock-of-the-rocks. A maximum of two Class 6 animals may be kept.

Class 7 animals are defined to mean “any animal of a type that is normally found in a wild and natural state, whether or not it has been bred and/or raised in captivity and includes but is not limited to bear, wolf, coyote, crocodile, alligator, bobcat, lynx, mountain lion, cougar, tiger, lion, monkey, fox, skunk, kangaroo, eagle, hawk, elephant, weasel, racoon, venomous lizard, venomous snake, venomous spider, all birds the keeping of which is prohibited in the Migratory Birds Convention Act, S.C. 1985, C.M-7, and regulations thereto and all animals the keeping of which is prohibited in the Fish and Wildlife Conservation Act, 1997 and regulations thereto.” The keeping of Class 7 animals within the municipal boundaries is prohibited.

Part 3 of the By-law provides specific exemptions for the following:

London Animal Care Centre  
London Humane Society  
Public pound  
Animal hospital – clinic - kennel  
Pet shop  
Public park - zoo - fair - exhibition - circus - licensed  
Research facility - registered  
Agricultural - land - premises  
Feral Cat Colony  
City of London Cat Adoption Centre

Section 3.6 provides an exemption for Class 7 animals, and other animals that are currently prohibited from the City of London.

AWAC recommends replacing this current exemption for " animals maintained in a public park, zoo, fair, exhibition or circus operated or licensed by a municipal or other governmental authority" with:

This by-law shall not apply to:

- a) animals maintained in a public park or zoo owned or operated by the City of London
- b) a zoo licensed in accordance with the Fish and Wildlife Conservation Act, 1997 and any successor legislation thereto

- c) pet shows, with respect to Class 4, 5, and 6 animals except where prohibited elsewhere in this by-law
- d) agricultural fairs, shows and exhibitions with respect to Class 1, 2 and 3 animals

#### REASONS FOR THE RECOMMENDATION:

**Exemption Makes No Sense Today:** The exemption as it is currently written provides a blanket exemption to a broad range of both small and large animal enterprises which allows them to conduct their activities with prohibited animals in the City of London unfettered by oversight or control. For example, anyone, regardless of expertise, experience or financial wherewithal can start a zoo or zoo-type display in the City. In addition, Mobile Live Animal Programs (MLAPs), which are exploding in number, can operate with impunity. Even the holding of a simple City of London business license could trigger exemption 3.6 as it is presently written, and under the present by-law there is a decent defence (to a prosecution for a Bylaw violation) argument that the holding of \*any municipal license\*, of \*any description\*, from \*anywhere\* (ie. from any other municipality anywhere), by an animal enterprise would also trigger 3.6. That does not make sense from either a policy or jurisdictional perspective.

**No Provincial Oversight:** In Ontario, there are no comprehensive laws governing the keeping of exotic wild animals in captivity. No provincial permit is required to operate a zoo, zoo-type facility, mobile animal operation or to keep exotic wild animals and there are no requirements for experience, expertise, training and finances, no comprehensive standards for animal housing and husbandry or standards for human health and safety, no Ontario government inspection regime and no convenient way for anyone to close down an animal enterprise. This dearth of laws, regulations and rules at the provincial level means the onus to provide oversight and to deal with problems lies with individual municipalities who are ill-equipped to deal with exotic wild animals.

**Lack of Municipal Expertise and Resources:** At the present time, City staff are responsible for providing oversight of, and responding to issues associated with the keeping and/or presence of, exotic wild animals within City boundaries. However, City staff are not properly trained in how to assess exotic wild animal situations including, but not limited to, human health and safety features and practices and/or animal welfare, or in how to restrain and house exotic wild animals, nor are there the resources to do so. With a growth in the number of animal enterprises in Ontario, especially Mobile Live Animal Programs (MLAPs), it is not reasonable to expect City staff to provide appropriate levels of oversight. They do not have the expertise or capacity.

**Changing Times:** Over the past decade the City has made steady progress toward becoming a more enlightened and compassionate city for animals. Regulations concerning the keeping of domestic cats have been updated, the treatment of feral cats has become more humane, and humane protocols for handling human-wildlife conflicts have been adopted.

The controversial Lickety Split Zoo is gone and, in 2012, City Council and staff recognized that the accommodation provided for many of the animals at Storybook Gardens was not sufficient to meet the animals' needs, and took the responsible step of closing the zoo and re-homing the animals to sanctuaries and other appropriate facilities elsewhere. There are currently no public or private zoos operating within municipal boundaries. This is in keeping with a shift in societal attitudes toward animals.

**Animal Welfare:** Across the province, more than 45 unregulated zoos and more than 70 Mobile Live Animal Programs are in business, while hundreds of private citizens keep a broad range of exotic wild animals for personal amusement purposes. With no comprehensive laws in place governing exotic wild animal housing, husbandry, care and safety, many animals are subjected to conditions in which their biological, behavioural and social needs are not met. Undersized cages and enclosures, barren living spaces, lack of appropriate environmental conditions, such as temperature, humidity and light, lack of shelter and privacy, poor quality food and unsafe housing are not uncommon in Ontario. That has led to many animals enduring physical health issues, as well as psychological issues, such as boredom, anxiety, frustration and other negative emotional states, which lead to animal suffering.

Claims have been made that the Ontario SPCA can deal with any problems but they lack the internal expertise and resources to do so. In fact, the OSPCA recently called on the Ontario government to pass new legislation to deal with this issue. Canada's Accredited Zoos and Aquariums has also been suggested as a potential vehicle for dealing with this issue but they are a private, industry group and not a regulatory body. They operate without transparency and, with just two staff members, do not have the capacity to properly monitor the daily activities of their members. Their accreditation inspections occur once every five years.

**Human Health and Safety:** There are two primary kinds of dangers posed by exotic wild animals: 1) physical attack and, 2) zoonoses (disease).

Many animals are large, powerful and are equipped with features, such as sharp teeth, claws or venom that make them potentially dangerous to humans. Many of these animals, including exotic cats, primates and large reptiles, are found in Ontario animal facilities where they are poorly housed and secured. Mobile Live Animal Programs also utilize some of these animals and bring them to daycares, schools, senior's homes and other events. For example, one accredited zoo conducting offsite programs brought large constricting snakes to birthday parties and wrapped them around the waists of young children so photos could be taken.

Most exotic wild animals also harbour diseases that can be transferred to humans (called zoonoses). Particular animals, such as reptiles, amphibians, birds and young ruminants, have long been known to shed proportionately more potentially pathogenic organisms than other animals. The best known is Salmonella. Some zoos and most Mobile Live Animal Programs feature contact with wild exotic animals as a key selling point for obtaining bookings. They allow the public, including at-risk groups such as young children, pregnant women, immunocompromised individuals and the elderly to contact these animals, even though most public health agencies advise against it, or recommend very stringent disease mitigation measures be in place.

**Dubious Education and Rescue:** All too often, children, after seeing the animals being displayed and possibly hearing a presentation from the staff, do not develop empathy toward animals. The peer-reviewed literature is populated by papers that show the educational claims of animal enterprise businesses are questionable, at best. Rather, they learn that animals are objects for their pleasure and amusement, and they ask their parent to purchase such an animal for them as a pet. Some zoos even sell cages, tanks and other equipment, reinforcing the idea that wild exotic animals make suitable pets. Most wild exotic animals die long before reaching the upper limits of their potential lifespans. More than 75% of reptiles die within 24 months after being purchased. For some, when the novelty wears off, the animal might be disposed of by releasing into the wild, or perhaps given to a rescue group to find another home. In some cases the former pet is dropped off at London Animal Care Centre, where the cost of handling the animal is paid by the City. Some animal enterprises claim to be rescue and to serve a useful function by assisting municipalities, but the numbers of animals dealt with tend to be small.

For the abovementioned reasons, and after careful study and deliberation, the AWAC recommends that the City Animal control By-law PH-3 be revised to include the 4 new definitions in Section 1.1, the new prohibition in Section 4.17 and new wording in Section 3.6 as provided in the accompanying draft PH-3 By-law.

<sup>[a]</sup> <https://www.citywindsor.ca/cityhall/By-laws-Online/Documents/By-Law-8156.pdf>

<sup>[b]</sup> <https://d3fpllf1m7btt3.cloudfront.net/sites/default/files/media/browser/2018-01-29/12-031-consolidation-january-2018.pdf>

<sup>[c]</sup> [http://www7.mississauga.ca/documents/bylaws/Animal\\_Care\\_&\\_Control.pdf](http://www7.mississauga.ca/documents/bylaws/Animal_Care_&_Control.pdf)

<sup>[d]</sup> [https://www.waterloo.ca/uploads/94/Doc\\_636349310520686818.pdf](https://www.waterloo.ca/uploads/94/Doc_636349310520686818.pdf)

<sup>[e]</sup> [http://documents.ottawa.ca/sites/documents.ottawa.ca/files/2003\\_77\\_en.pdf](http://documents.ottawa.ca/sites/documents.ottawa.ca/files/2003_77_en.pdf)

## Appendix 'C'

December 19, 2018

G. Kotsifas  
Managing Director, Development and Compliance Services and Chief Building Official

I hereby certify that the Municipal Council, at its meeting held on December 18, 2018 resolved:

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated December 10, 2018, with respect to zoos and mobile zoos BE RECEIVED. (2018-D09) (AS AMENDED) (2.5/1/CPSC)

C. Saunders  
City Clerk  
/kmm

cc: A. Anderson, Solicitor II  
H. Chapman, Manager, Municipal Law Enforcement Services  
O. Katolyk, Chief Municipal Law Enforcement Officer  
List of external cc's on file in the City Clerks' Office

## Report to Community & 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: ANIMAL CONTROL BY-LAW – REPTILIA**  
**Date: APRIL 20, 2022**

## Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to a report request authorized by Council resolution:

1. That, on the recommendation of the Deputy City Manager, Planning and Economic Development, this report **BE RECEIVED** for information.

## Analysis

City Council resolved that the Civic Administration **BE REQUESTED** to prepare a report, including any necessary legal advice, for the April 20, 2022, CPSC meeting. The following is a summary of information presented to City Council in public session on February 15, 2022 by George Kotsifas, Deputy City Manager, Planning and Economic Development with respect to Reptilia establishing operations in Westmount Mall: The Civic Administration has received several inquiries from members of Council, related to Reptilia, with requests for additional information about the building permit that was issued that allows Reptilia to move forward with opening a location in Westmount Mall. The following background information is presented to clarify some of the information that has been shared by the media and by other external groups. Here is an overview of the process:

1. June 2017 – Reptilia proactively presented to AWAC indicating interest in opening a facility in London and offers a tour of Vaughan location.
2. June 2017 – City staff toured the Reptilia Vaughan location.
3. December 2018 – Staff presented a report to CPSC, focusing on the intended use of the space and the intended operations:
  1. The report included a planning analysis of a proposed London location including Provincial Policy Statement (PPS), the London Plan and zoning. In the report, the intended use is recognized within the Place of Entertainment zone category.
  2. The report also outlines the regulations of the Animal Control by-law and recommended the addition of a business licensing category for facilities such as Reptilia. Under the Animal Control by-law, there is an exemption based on the requirement for licensing by a municipal or other government authority. Council voted against this business licensing category. It's important to note that voting against the business licensing category does not mean that organizations like Reptilia are prohibited from operating in London; it means that their operations are not regulated through City by-laws.
4. January 2019 – A minor variance is approved to increase the floor area for a place of entertainment at Westmount Mall.
5. January 2021 – The building permit issued based on zoning compliance (applicable law), as well as compliance with the Building Code and Building Code Act.

From a use perspective, the Place of Entertainment is permitted within the zoning, as was noted in 2018. Because the applicant has met all of the requirements under the

Building Code Act, staff are required to issue a building permit. From an operational perspective, it is understood that Reptilia intends to operate under a Provincial license. The terms of that license are held by the Province. Once they are open and operating, enforcement of the terms and conditions of the license will be the responsibility of the Province, and any allegations of non-conformity could be subject to a Provincial investigation. If there are matters outside of their license, they may be subject to the City's Animal Control By-law.

Since this update to City Council there is no new information to share.

**Prepared by:** Orest Katolyk, MLEO (C)  
**Director, Municipal Compliance**

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

## Appendix 'E'

May 4, 2022

S. Mathers  
Deputy City Manager, Planning and Economic Development

I hereby certify that the Municipal Council, at its meeting held on May 3, 2022, resolved:

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report, dated April 20, 2022, with respect to the Animal Control By-law - Reptilia, BE RECEIVED;

it being noted that the verbal delegations from the following individuals, with respect to this matter, were received:

- R. Laidlaw, Zoocheck
- W. Brown, Chair, Animal Welfare Advisory Committee
- V. Van Linden – providing the attached submission
- J. Van-Daele
- F. Morrison
- M. Hamers, World Animal Protection
- R. Murphy, Reptilia
- B. Child, Reptilia
- M. Lerner

it being further noted that the following communications, as appended to the Agenda and the Added Agenda, with respect to this matter, were received:

- M. Lerner
- J. Winston
- L. Corneli, McCOR Management Inc.

and it being noted that clause 4.2 of the 2nd Report of the Animal Welfare Advisory Committee, from the meeting held on March 3, 2022, with respect to this matter, was received. (2022-D14) (5.2/6/CPSC)

M. Schulthess  
City Clerk  
/sd

cc: O. Katolyk, Director, Municipal Compliance  
M. Vivinetto, Executive Assistant to the Deputy City Manager, Planning and Economic Development  
External CC List on File in the City Clerk's Office

To: Community and Protective Services Committee Meeting on January 31, 2023  
From: Wendy Brown, Chair, Animal Welfare Community Advisory Committee  
Subject: Exotic Animal Establishments, Agenda Item 4.1

This report addresses new issues raised in the January 31, 2023 staff report to the Community and Protective Services Committee on “Exotic Animal Establishments”.

We have made some specific comments on the proposed draft by-laws. However, after careful consideration and analysis the **Animal Welfare Community Advisory Committee (AWCAC)** remains strongly opposed to and **continues to recommend against granting an exemption to the Animal Control By-law** to Reptilia Zoo to permit the keeping of Class 7 animals at Westmount Mall. In particular, our research has shown that there is no antivenin or protocols for exotic venomous reptile bites at our local hospitals. We feel strongly that this issue alone is substantial grounds to maintain the current prohibitions against keeping these animals.

We have identified the following weaknesses in the proposed by-laws:

**Draft Amendment to the Animal Control By-Law:**

The draft amendment is too broadly written. First, it would exempt all Class 7 animals, which includes animals such as tigers and other big cats, monkeys, and prohibited birds, as well as venomous reptiles. Second, the exemption would apply to the entire property designated as 785 Wonderland Road South, not just the interior square footage rented by Reptilia Zoo. This could impact the residential towers proposed by Westmount, and possibly open the door to live animal shows with reptiles or big cats or monkeys or other Class 7 animals in all parts of the mall and parking lot areas.

**Regulations:**

The requirements of a written public safety plan, insurance and indemnification as a condition for issuance of a license should be in the by-law rather than delegated to the License Manager.

**Prohibitions:**

We are concerned that there is no prohibition against the sale of animals.

We are also concerned that there is no prohibition against using potentially dangerous Class 7 animals as part of a mobile educational program or live animal show. Toronto’s Municipal Code, Chapter 349, Animals, has this type of provision to prevent the transport of prohibited animals to birthday parties or schools.

**Powers of License Manager:**

We are concerned that there is no requirement that the License Manager inspect the location, as well any relevant records, at least once per year. Both the Ottawa and Vaughn Animal Control By-laws provide for inspection by city staff. An annual inspection by city staff is necessary because CAZA accreditation is reviewed only once every five years and PAWS is primarily complaint driven.

**Other Concerns:**



1. Antivenin - Toronto and St. Catharines both recently denied similar requests by Reptilia to open a zoo in a mall. We previously submitted the Toronto staff report. That report cited health and safety considerations, particularly the inability of local hospitals to manage antivenins. This is very worrisome since Toronto is home to the nearest large hospital where someone bitten by a venomous animal could be air-lifted.
2. Public Safety - Public safety is an animal welfare concern because when incidents occur, animals typically pay with their lives. The draft by-law would require an Emergency Management and Public Safety Plan, but we have concerns about relying on a private corporation that is not accredited by CAZA and city staff or police with no experience in handling venomous animals. Toronto city staff were similarly concerned about introducing staff into a regulatory area where they currently do not have a role, nor the expertise.
3. Animal Welfare - Captive bred reptiles are still wild. They retain the same biological, behavioural characteristics as their counterparts free-roaming in nature. Even if they have been bred for several generations in captivity, reptiles can experience discomfort, stress, pain, injury and suffering when confined in simplistic, minimal enclosures, or when being handled or transported. Toronto city staff were very troubled about past investigations of Reptilia Zoos by PAWS, and many other animal welfare issues related to private zoos and mobile zoos.
4. Precedent – Roadside and mobile zoos that currently operate outside city limits will likely apply for a license and request a similar exemption from the Animal Control By-law. Every mall in London has the potential to become a zoo with reptiles and other animals under the Place of Entertainment zoning. Toronto city staff were very concerned about an increase in requests for an exemption, especially from mobile live animal programs (MLAPs).
5. Location – We do not believe it is appropriate to permanently house venomous reptiles in a mall. Reptiles have specific housing needs and should not be in direct sunlight or drafts. Snakes are notorious for crawling into vents and can stay there for weeks. We have questions about how a zoo might impact Westmount’s proposed plans for residential towers. For instance, Hamilton’s By-law to Regulate Responsible Animal Ownership requires a facility housing venomous animals to be accredited by CAZA and
  - (a) be on a premises where there is no residential use,
  - (b) share no common wall with any other use or is self-contained, and
  - (c) share no NVAC system and no plumbing system with any other use.
6. Societal and Ethical Concerns - Our constituents made it clear they did not consider animals for entertainment humane, which is why we do not see animal circuses operate in London any longer. Zoning for zoos was removed in 2011 in response to animal welfare issues related to the private zoo Lickety Split. Council’s decision to not amend the Business Licensing Bylaw in 2018 in response to the issue of private zoos and MLAPs, and in particular Reptilia Zoo at the time, was a progressive recognition of all concerns related to such uses within the city.

**Conclusion:**

It is clear that a fulsome, informed deliberation on this issue will be hampered by the dearth of important, relevant information. For that reason and in the public interest, this matter should be referred back to staff for clarification regarding:

- all aspects of antivenin, including its acquisition, storage and use
- London's available medical expertise, hospital preparedness and Reptilia staff competencies
- the contents of a public safety plan, including how the plan was formulated and whether it has been reviewed by external experts with relevant knowledge and experience,
- whether training for city staff will be undertaken in this new regulatory area, and
- more specific and precise language for any proposed amendments to the Animal Control and Business By-laws.

However, AWAC would like to reiterate in the strongest possible way that **the better alternative is to maintain the current Animal Control By-law provisions on Class 7 animals, and not permit any exemptions**. Denying an exemption would not prevent Reptilia Zoo from operating with the current permitted animals and any animals they are licensed to keep by the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry.

Hello,

I am asking for delegation status to speak to Item 4.1 Exotic Animal Establishments and the staff report recommending a new Business License By-law for exotic animals.

Thank You

AnnaMaria Valastro

Attention: Community and Protective Services

Honourable Members of the London City Council:

My name is Carla Kuijpers and I have been a resident of London for most of my life.

I herewith would like to oppose Reptilia's request for an exemption to the present bylaw which came into existence for very good reasons. I am asking the City of London maintain their 2018 decision to reject Reptilia's request to expand here, into London.

Reptilia is a highly commercialized, multi-faceted zoo operation that provides rental spaces for children's parties and corporate gatherings, animal meet-and-greets, reptile pet product sales, and offsite animal presentations, shows, parties, and other events. In other words, Reptilia is "in it for the money"; there is nothing natural or educational about viewing or handling an unwilling animal outside of their natural habitat; there is nothing beneficial to the well-being of the animals kept in unnatural settings and heavily reduced ranges. Reptilia is strictly a business with no concern for the animals they are exploiting. And in business, anything goes to make a dollar.

Concerned citizens, animal welfare and environmental groups, experts, academics and others have opposed proposed Reptilia zoos in Toronto, St. Catharines and London. In December 2021 the City of Toronto Council voted 26-0 not to change their bylaw to accommodate Reptilia's request. In 2018 London City Council refused to make changes to London's animal control bylaw that would accommodate Reptilia and its zoo business model, which may involve crocodilians, venomous snakes and other currently prohibited animals. Council also made the same decision again in April 2022 when the Reptilia issue was deliberated upon a second time.

A new shopping mall zoo that will display animals and that will take animals offsite throughout the City is a bad idea for animal welfare, public safety, or for the negative educational messages those activities convey. The amphibian and reptile trade is ugly and zoos like this simply encourage people to buy exotic animals, risking their extinction. Discarded animals from foreign countries bought as pets are frequently left to invade and permanently alter native ecosystems where they don't belong by people thinking they're freeing the animals.

Reptilia has a disreputable track record of trying to exploit legal loop-holes to ultimately turn a profit on exotic animals in towns that, as yet, fortunately, do not allow zoos to operate. Reptilia representatives have recently stated that they have completed construction, so, once again, they are back to try to obtain an exemption from the City of London animal control bylaw. I have no idea why Reptilia would even START construction of a facility after the 2018 Council decision and when they hadn't secured changes to the animal control bylaw, other than that they are forcing their way into Council with the help of their expensive legal partners.

Again, a bylaw is a bylaw is a bylaw. No, is no, is no. Please, do NOT concede to Reptilia's demand.  
Sincerely,

Carla Kuijpers, B.A. Hon, B.Ed.

I would like to make a request to delegate to the CPSC meeting at City Hall this Tuesday afternoon. I am a resident of London. I give permission to publicize my letter, speech, or photo.

Thank you,

Carla Kuijpers

I would appreciate the opportunity to speak regarding the Planning and Economic Development staff report for Exotic Animal Establishments.

Thank you

Florine Morrison

Good morning,

It has come to my attention that Reptilia/Animal Control By-Law is on the agenda for the CPSC meeting on Tuesday 31<sup>st</sup>. I would like to make a delegation on this topic on behalf of World Animal Protection. Kindly let me know if any other information is required to make the delegation.

Kind regards,

Michèle Hamers  
Wildlife Campaign Manager  
**World Animal Protection**  
90 Eglinton Avenue East, Suite 960  
Toronto, ON, M4P 2Y3  
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M: +1 647 447 1864  
TF: +1 800 363 9772  
Pronouns: she/her



## Zoocheck Inc.

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www.zoocheck.com

January 29, 2023

Community Safety and Protective Services Committee (CPSC)  
City of London  
300 Dufferin Street  
London, Ontario  
N6A 4L9

Dear CPSC Members:

**RE: Staff Report and attachments - Exotic Animal Establishments, January 31, 2023**

*Zoocheck is a national wildlife protection charity that has been active in captive wildlife issues in the City of London for more than two decades, including a cooperative effort with City staff regarding the dispersal of the live animal collection from Storybook Gardens when the zoo portion of the children's park was decommissioned.*

I have reviewed the Staff Report (including attachments) dated January 31, 2023 (hereinafter referred to as the "Report") regarding exotic animal establishments that resulted from a December 13, 2022 London City Council motion regarding "a potential amendment to By-Law PH-3, the Animal Control By-Law, to permit the keeping of Class 7 animals within the City of London."

The Report describes draft amendments to London's Business Licensing By-Law and Animal Control By-Law PH-3. Should a Council decision eventually be made to allow Class 7 animals, several of the proposed operational regulations suggested for the Business Licensing By-Law identify legitimate concerns associated with Class 7 animals, including public health and safety, animal containment, transport and animal welfare.

Please note that **the exotic animal business problems and issues the proposed operational regulations are intended to address could more effectively, comprehensively and immediately be addressed, at no cost to the City of London, by not amending Animal Control By-Law PH-3** to allow the keeping of Class 7 animals in the City.

It is also worth pointing out that **Reptilia does not require Class 7 animals to operate their business. Reptilia is free to populate their exhibits with any of the thousands of exotic reptile species that are already allowed in the City**, as well as native wildlife species regulated by the Ontario government.





## The Provincial Animal Welfare Services (PAWS) Act

Repeated claims have been made that Provincial Animal Welfare Services (PAWS) officials will address all local animal welfare concerns. These claims are misinformed. The PAWS Act does not regulate exotic wildlife in captivity and provides only a limited ability for provincial officials to address certain kinds exotic wildlife in captivity issues. The PAWS Act is primarily structured to retroactively deal with individual complaints that are focused on the limited set of husbandry conditions outlined in the Act's standards of care.

The PAWS Act acknowledges its own limitations by stating that when municipal laws provide greater protection to animals, the municipal law will supersede the PAWS Act. In recent years, the Solicitor General of Ontario has also encouraged municipalities dealing with exotic animal issues to proceed with their own bylaws and not to wait for the province to act. The scope and limitations of the Act can be clarified by the PAWS Regional Director responsible for the region that includes the City of London.

**The PAWS Act does NOT address exotic animal acquisition, importation, possession, breeding, disposal, sale, transfer, most safety issues, animal escapes and retrieval, public health concerns (e.g., zoonoses), disease introductions and other environmental risks, local nuisance issues (e.g., noise, odour) and many aspects of animal welfare. These and other concerns fall within the scope of municipal responsibilities.**

**Proposed Operational Regulations:** The operational regulations proposed in the Report, if they are to be meaningful and mitigate, to the extent possible, the various concerns they identify, will require an ongoing commitment of staff time, energy and municipal resources (including taxpayer funds) to implement, maintain, provide oversight and ensure compliance with the regulations.

If sufficient resources are not committed, the regulatory program will be diminished, rendered less effective and the public health and safety, animal containment, housing, welfare and other concerns may not be meaningfully addressed.

Since the biology, behaviour, husbandry, welfare and safety needs of Class 7 animals and exotic wildlife in captivity lie outside the expertise and experience of City licensing and animal control staff, as well as local humane societies and animal service providers, delivery of a regulatory program may be challenging. It should be noted that Toronto Animal Services identified this as a concern when they recommended against allowing a Reptilia location in Toronto. Niagara Region Animal Services also expressed concern about the difficulties inherent in maintaining a meaningful regulatory program and also recommended that an exemption for Reptilia in the City of St. Catharines not be provided.

Additional concerns associated with a municipal regulatory program are that other exotic animal businesses (including Mobile Live Animal Programs – MLAPs) may see an opportunity to access the

London market by also seeking an exemption that will allow them to house Class 7 animals in the City. Each new business coming into the City would increase the regulatory burden on City staff and municipal resources.

**BUSINESS LICENSING BY-LAW** - As stated in the current January 31, 2023 Report, City staff have proposed an exotic animal business category, similar to the 2018 proposal that London City Council did not adopt. The Report describes several general operational regulations, to be developed through the License Manager, should Council choose to allow the keeping of Class 7 exotic animals in Exotic Animal Establishments. The regulations include:

**Accreditation**: The requirement for accreditation by a recognized zoological body has considerable merit. Accreditation can be a useful tool in determining whether a facility is operating at a minimally acceptable, professional standard. The Association of Zoos and Aquariums (AZA) and Canada's Accredited Zoos and Aquariums (CAZA), both cited in the Report, are the two most recognized zoo accrediting bodies in North America.

Other accrediting bodies also exist but have a lesser reputation, weak standards and include in their membership private menageries, traveling zoos and animal breeders that would not be able to achieve accreditation status by the other two zoo associations.

**Animal Inventory Record, Animal Accommodation Plan and Transportation Plan**: The requirement for animal inventory records, animal accommodation and transportation plans should be viewed as very basic, mandatory regulatory requirements for any exotic animal business.

However, it is important to note that City staff, local humane societies and animal service providers may, understandably, lack the necessary expertise and capacity to verify information contained in animal inventory reports (including the identification of listed animal species) or to properly evaluate accommodation and transportation plans. This is particularly problematic when reptiles are involved as the identification of specific species can be challenging and properly evaluating accommodation conditions and transportation plans may require expert input and advice from qualified, independent biologists and animal welfare/reptile welfare scientists. Very few independent experts with requisite knowledge of reptilian biology, behaviour, husbandry and welfare needs are present in Canada. The animal inventory records and accommodation and safety plans should also be verified through onsite reviews by qualified personnel.

**Emergency Management and Public Safety Plan**: Every responsible, professional zoological operation housing medium to high risk exotic animal species (such as the Class 7 animal species kept by Reptilia) places human safety (i.e., staff, volunteers, spectators, community members, first responders) as one of its highest priorities, if not the highest. A safety-first principle is embedded in reputable professional guidelines and standards and is a standard operating principle in responsible zoological operations. Evidence of attention to safety may be manifested in facility planning, enclosure design, daily animal

husbandry routines, safety and security reviews, staff training/professional development, formulation of emergency plans, etc. Safety must be a top priority when dangerous animal species are kept to prevent incidents in which irreversible physical damage or death of a person results.

Even professional facilities that have never had an incident maintain the highest standard of preparedness they can with carefully crafted, regularly rehearsed plans for every kind of incident, including but not limited to, attacks on keepers/spectators, animal escapes, animal injuries, visitor ingress of staff areas or animal enclosures, vandalism and facility/enclosure damage by natural disaster (e.g., flood, precipitation, wind), as well as ensuring proper equipment is available and accessible to appropriately qualified and/or trained staff members.

Determining whether emergency management and public safety plans are appropriate may be challenging for City staff to evaluate. The risks posed by exotic animals, and particularly reptiles, are diverse and complex and may require consultation with outside experts with requisite knowledge of the particular species being considered. For example, due to the complexities associated with the treatment of venomous snakebite, considerable research and relevant professional medical input would be required to determine the efficacy of plans for dealing with snakebite emergencies.

**City Liability:** The Report recognizes risk as an operational issue and proposes a requirement for Commercial General Liability insurance and indemnification of the City. This should be a requirement for any business but particularly for businesses housing Class 7 animals, especially those that house some of the most lethal species in the world. However, it is important to note that in the event of an incident resulting in irreversible damage, catastrophic injury or death to a person, the City would most likely be the target of a legal action and considerable liability issues.

**ANIMAL CONTROL BY-LAW** -The proposed amendment to the Animal Control By-Law is a straightforward site-specific exemption that would allow the keeping and display of Class 7 animals at licensed Exotic Animal Establishments listed in the By-Law. Should Reptilia be listed, their location at 785 Wonderland Road South would be included.

However, listing that address would presumably encompass the entire Westmount Shopping Mall complex and could allow the movement of Class 7 animals to other areas of Mall for offsite activities. The actual geographic scope of the exemption should be more specific.

Providing an exemption to By-Law PH-3 that would allow the keeping of Class 7 animals provides an opportunity for Reptilia or other businesses that may in future establish in the City to expand their live collections to include animal species not originally envisioned as a part of their operations. For example, should Reptilia find it advantageous to their business to acquire bobcats, Siberian lynx, monkeys, kangaroos, birds of prey or members of any of the other thousands of Class 7 animal species, they would be able to do so. This escalation in species diversity and individual animal numbers has been witnessed in exotic animal facilities and businesses throughout Ontario in the past.

## Conclusion

Based on our 40 years of experience in initiatives regarding the husbandry, health, welfare, safety, regulation and conservation of wildlife in captivity, we suggest that enacting a meaningful, effective, municipal, exotic animal regulatory program in the City of London would be challenging, time consuming and costly, particularly if new exotic animal businesses were also to acquire access to the City in future.

For previously stated reasons and given that:

- London City Councils in 2018 and 2022 chose not to amend Animal Control By-Law PH-3 or London's Business Licensing By-Law.
- There is no new, compelling reason why this latest request for amendments should be approved.
- Reptilia does not require an amendment to operate their zoo and populate their exhibits with exotic wildlife already permitted in the City of London and/or native wildlife species regulated by the Province of Ontario,
- An amendment to keep additional problematic or dangerous Class 7 animals in the City may generate a suite of new issues and problems, including enhanced risks to human safety, and increased costs for the City,
- An amendment may encourage other exotic animal businesses to also seek access to the City of London, and,
- Changing a by-law to provide exotic animal businesses with animals they feel are more attention grabbing is not in the public interest.

## We recommend:

1. That CPSC/ London City Council NOT support amendments to Animal Control By-Law PH-3 to allow the keeping and display of Class 7 animals.
2. That CPSC/ London City Council NOT support amendments to the Business Licensing By-Law that would create a business licensing category for exotic animal establishments and associated regulations.
3. That additional information and clarification be obtained regarding human health and safety and other issues identified in this document should London City Council choose to move forward to allow Class 7 animals in the City.
4. That CPSC/London City Council approve public participation meetings being held if amendments to Animal Control By-Law PH-3 and London's Business Licensing By-Law are being considered.

Thank you for considering this correspondence.

Sincerely,

Rob Laidlaw  
Executive Director  
CBiol MRSB  
Zoocheck Inc.

Dear Clerk:

I would like to request delegation status at the January 31<sup>st</sup> CPSC meeting. I would like provide commentary regarding the Staff Report Exotic Animal Establishments that is on the CPSC agenda.

Pleas confirm receipt of this email. Thank you.

Rob Laidlaw  
CBiol MRSB, Executive Director  
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Re: January 31, 2023 Meeting; Item: Staff Report Exotic Animal Establishments

January 27, 2023

We are aware that the City of London's Community and Protective Services Committee (CPSC) is considering a staff report on the possibility of an exemption to the city's exotic animal by-law. The Ontario SPCA strongly supports upholding the existing by-law and not allowing an exemption.

The staff report, *Exotic Animal Establishments* identifies a number of issues that would need to be addressed if an exemption is issued to allow the keeping of Class 7 animals in the City of London. The simplest and most effective way to address these issues is to simply not allow an exemption at all.

Establishing a regulatory framework to address the safe keeping, use, and transport of Class 7 reptiles while ensuring that public health and safety and animal welfare are maintained will not be easy. If an exemption is granted it will require significant municipal resources, including taxpayer money and the time of staff and elected officials. The regulatory requirements and oversight necessary are strong evidence to support why exemptions of this kind are not straightforward or reasonable. Following the previous decision of London City Council, and continuing the status quo, would be the most effective way to ensure public safety and protect the welfare of animals.

I strongly urge you to simply uphold the existing By-Law and not allow an exemption for the keeping of Class 7 animals in this case.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Brooks".

Doug Brooks  
President and Chief Executive Officer,  
Ontario SPCA and Humane Society

Dear Committee Members,

It has never been fully explained to Londoners why Reptilia needs an exemption to the Animal Control By-law.

Can you please clarify this for us?

Everything I have read about this issue states that Reptilia has permission from the Ontario Ministry of Natural Resources to display prohibited 'at risk' native reptiles and there is no limits to displaying non-prohibited species. So why are Councillors so fervent about an exemption to the animal control by-law?

It makes me feel uneasy. I think it is important to explain this to Londoners.

Reptilia can open their doors without an exemption. I feel Council is wasting a lot of time on this issue. I don't think Londoners want this sort of entertainment in their city. People have moved on from this sort of business and generally people have become more sensitive to the fate of animals captivity. Also, don't believe this will be a tourist attraction. It has been reported that Reptilia does not attract tourism outside of the city of Vaughan or Whitby. They make their money by hosting events at their facility such as birthday parties, sell pet products for reptiles and has a travelling roadshow. I don't understand how a by-law exemption fits into this business model.

Respectfully,

Susan Thompson

I would appreciate if my letter can be added to the public agenda.