

Agenda Including Addeds

Community and Protective Services Committee

The 10th Meeting of the Community and Protective Services Committee

June 13, 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, Métis and Inuit 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 or 519-661-2489 ext. 2425.

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7. Adjournment

Animal Welfare Community Advisory Committee

Report

The 6th Meeting of the Animal Welfare Community Advisory Committee
June 1, 2023

Attendance PRESENT: W. Brown (Chair), M. Blosch, A. Hames, M. Toplack

ABSENT: K. Coulter, H. Duhamel, G. Leckie

ALSO PRESENT: S. Corman, W. Jeffery, O. Katolyk, M. McBride

The meeting was called to order at 3:04.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were received.

3. Consent

3.1 5th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the 5th Report of the Animal Welfare Community Advisory Committee, from its meeting held May 4, 2023, was received.

3.2 Municipal Council Resolution – 4th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the Municipal Council Resolution, from its meeting held on May 16, 2023, with respect to the 4th meeting of the Animal Welfare Community Advisory Committee, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Bird Friendly Window Collision Tape Update

That it BE NOTED that the Animal Welfare Community Advisory Committee held a general discussion with respect to the bird friendly window collision tape.

5.2 Goldfish Brochure Draft Recommendations

That the following actions be taken with respect to the attached report from the Animal Welfare Community Advisory Committee Sub-Committee:

a) that the above-noted report BE FORWARDED to the Environmental Stewardship and Action Community Advisory Committee (ESACAC);

b) that ESACAC BE REQUESTED to consider the following actions from the above-noted report:

i) the recommendations;

- ii) the proposed language for the brochure;
- iii) the image from the Upper Thames River Conservation Authority signage; and,
- iv) the example from the Province of Alberta's Don't Let it Loose Campaign.

it being further noted that the above-noted report from the Animal Welfare Community Advisory Committee Sub-Committee, was received.

5.3 Green Week Collection and Migratory Birds Update

That it BE NOTED that the Animal Welfare Community Advisory Committee heard a verbal update from W. Brown, with respect to the green week collection and the migratory birds update.

5.4 Clear Your Gear Status Update

That it BE NOTED that the Animal Welfare Community Advisory Committee heard a verbal update from O. Katolyk, Director, Municipal Compliance, regarding a Clear Your Gear status update; it being further noted that this matter will be deferred to next meeting.

6. **Adjournment**

The meeting adjourned at 3:47 PM.

Report from Sub-Committee to AWCAC Meeting June 1, 2023

Comments on Proposed Goldfish Brochure

Background

At the April AWCAC meeting, a draft brochure titled “Protecting our waterways” was discussed. The brochure was prepared by the City’s Ecological Community Advisory Committee and submitted to AWCAC for comments. AWCAC members made some editorial comments and raised two issues. The editorial comments were:

1. The title “Protecting our waterways” does not indicate that the information is about goldfish.
2. The sign in the photo is too small to read.
3. The photo of the goldfish needs some text to explain that these fish can grow very large. A reader might assume they are different types of fish.
4. Include stormwater ponds as a place where infestations currently occur. These ponds are near homes and are an attractive place to release a pet fish because the kids can “visit” their fish. Goldfish are routinely captured and killed when these ponds are drained for maintenance or cleaning.
5. The three references to fish as “it” should be deleted because fish are not inanimate objects. Using plurals allows “it” to be changed to “them”.

The two issues discussed by AWCAC members focused on whether the brochure should include a list of alternative fish to purchase instead of goldfish, and a proposal by a member of the Ecological Community Advisory Committee to include information about euthanizing unwanted goldfish. These issues were referred to the AWCAC Sub-Committee. Brendan Samuels, Chair of the Ecological Community Advisory Committee, attended the May AWCAC meeting as a delegation to discuss these issues.

Recommendation

The AWCAC Sub-Committee has two recommendations:

- Delete the suggestion to purchase other types of fish.

Like goldfish, these other species should not be released into waterways as they also cause problems and will likely die.

The suggestion to purchase African Dwarf Frogs is particularly troublesome as they are often sold in inhumanely small plastic containers inaccurately described as “biospheres” or “frogospheres”.

Instead of suggesting alternative species to buy, more information about the lifespan of a goldfish and the difficulty of re-homing should be included to encourage people to think about the consequences of acquiring a fish as a pet.

- Omit information on euthanasia.

The AWCAC Sub-Committee looked at materials used in other jurisdictions and is including those used in Alberta as a good example because they are informative and easy to read.

The AWCAC Sub-Committee feels strongly that it is beyond the role and scope of advisory committees to recommend euthanizing an unwanted pet. Further, advising someone on how to “humanely” euthanize a pet is fraught with problems if performed by pet owners. It may result in unintended suffering for the animal, is considered cruel, and must be performed by trained veterinarians.

Rather, we recommend a preventative approach such as highlighting the consequences of acquiring goldfish. Information on how to re-home them if necessary and other considerations that should be given careful thought before purchasing a goldfish should be included in the brochure.

Proposed Language for Brochure

Is a Goldfish the Right Pet for You?

Goldfish might seem like inexpensive, easy to keep, and fun starter pets for kids. But they are not for everyone.

- A goldfish is not a temporary pet. They need proper care for their entire lifespan of five, ten or even more years.
- A bowl is not an appropriate container. It costs money to set up an aquarium and buy essential equipment like a gravel vacuum, filter, heater and air pump, all of which run on electricity.
- Caring for goldfish is more than just feeding. You must regularly clean the aquarium and test the water chemistry. Sick goldfish need special care.
- Aquariums are not portable. Someone will have to come to your house to take care of your goldfish while you are away.
- It may be difficult to find a new home for your goldfish if you cannot care for them. Goldfish should never be flushed or released in a pond or waterway. Killing a pet for convenience is never right.

Signage

Upper Thames River Conservation Authority and the City of London have posted signs saying do not release goldfish. This was posted at Sifton Bog:



Alberta's "Don't Let It Loose" Campaign

In 2015, in response to large numbers of goldfish in stormwater ponds, Alberta Environment and Parks (AEP) launched a "Don't Let It Loose" campaign. Educational materials included a poster and leaflets on several species. A screen capture of the poster, general brochure, and specific brochure about goldfish are included in this report for reference. In addition to a catchy slogan (we would prefer "Don't Let Them Loose"), they have interesting graphics and a fair amount of information. There is no mention of alternative species to buy or euthanasia.



DON'T LET IT LOOSE

Never release aquarium or domestic pond water, plants, dead or live animals into waterbodies. Common aquarium and pond plants and animals can become invasive when released in the wild, potentially causing both ecologic and economic harm.

FOR MORE INFORMATION ON INVASIVE SPECIES, CALL:
1-855-336-BOAT (2628)





Never release aquarium or domestic pond water, plants, dead or live animals into waterbodies. Common aquarium and pond plants and animals can become invasive when released in the wild, altering habitat, increasing competition for limited resources and spreading disease to native species.

- Releasing fish or other aquatic species is illegal and can result in large fines, or even jail time!
- Goldfish populations have been found throughout Alberta. They are surviving the winter, altering water quality, and reproducing rapidly.
- Pour unwanted aquarium water over dry land and freeze aquarium plants before throwing them in the garbage.
- Unwanted pets can be disposed of humanely by returning them to pet stores, donating to schools or community organizations or given away.
- Make sure to bury your fish after it passes away – flushing it down the toilet can lead to the spread of unwanted diseases.

FOR MORE INFORMATION OR TO REPORT INVASIVE SPECIES, CALL:

1-855-336-BOAT (2628)

ISBN 978-1-4601-2566-3 (Print)
ISBN 978-1-4601-2567-0 (PDF)
Printed: February 2018



Alberta
Government

GOLDFISH

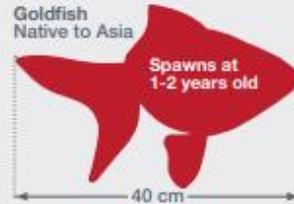
(CARASSIUS AURATUS)



Bull Trout
Native to Alberta



Goldfish
Native to Asia



100+ LOCATIONS
across Alberta where goldfish
have been **illegally dumped**

45,000

Number of goldfish removed
in 2017 from storm water
ponds in St. Albert

Goldfish in the wild:

- ↑ increase water cloudiness, blocking light
- ↑ increase the growth rate of blue-green algae
- ↓ reduce native plants that produce oxygen
- ☠ carry exotic diseases and parasites

Average number of eggs
laid by a single female
in a spawning period



- What to do with unwanted goldfish?**
- Donate to a friend or school
 - Return them to the pet store



Don't flush your fish!
Goldfish carry diseases
that could harm native fish
Bury them instead



**DON'T
LET IT
LOOSE**

Help us protect Alberta's
waters by never releasing
aquarium water, plants and
animals into the environment.

Alberta

Report to Corporate Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Lynne Livingstone, City Manager
Subject: London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global
Date: June 13, 2023

Recommendation

That, on the recommendation of the City Manager, the following report regarding London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global **BE RECEIVED** for information.

Executive Summary

In response to the direction received from Municipal Council on March 2, 2017, to develop an immigration strategy, a community-led Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy was developed. This five-year strategy was endorsed by Council on June 26, 2018. The following is a fourth-year report which provides an overview of activities accomplished in 2022 and a summary of future actions the Advisory Body will undertake to prepare for Phase II of the London Newcomer Strategy.

Linkage to the Corporate Strategic Plan

The London Newcomer Strategy is aligned with the Reconciliation, Equity, Accessibility, and Inclusion area of focus of the 2023-2027 Strategic Plan and the following expected result: Equity-denied groups come to London and choose to stay in the community.

Linkage to the London Community Recovery Framework

London's Newcomer Strategy is aligned with the work of the London Community Recovery Network's Priority Action Table: Employment and Talent.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Update on London's Newcomer Strategy – Innovative, Vibrant and Global](#) (CPSC: September 21, 2021)
- [Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy – Year One Update](#) (CPSC: October 8, 2019)
- [Choose London – Innovative, Vibrant and Global: London's Newcomer Strategy](#) (CPSC: June 18, 2018)
- [Immigration Strategy Update](#) (CPSC: February 22, 2017)

2.0 Discussion and Considerations

2.1 Purpose

The purpose of this information report is to provide a fourth-year update of the activities of London's Newcomer Strategy in 2022 and to provide an outline of future actions the Advisory Body will undertake to prepare for Phase II of the Strategy.

2.2 Background

London's Newcomer Strategy 2019-2023 is a five-year community-led strategy which recognizes and builds on existing programs and services to attract, integrate, and retain international students, skilled workers, and entrepreneurs to and into the city of London.

A community-led Advisory Body was created in November 2018 to facilitate, guide implementation, and monitor progress on the execution of the annual work plans. Co-chaired by two members of the community, the membership of the Advisory Body is broadly based and includes representatives of agencies involved either directly or indirectly in immigration, as well as Newcomer Champions. The current co-chairs are Dr. Dev Sainani and Robert Collins.

2.3 2022 Update

Highlights of the 2022 work include the following:

Strategic Priority: Enhance Awareness

- Received report on [London & Middlesex Immigration Portal](#) outlining strengths, weaknesses, and opportunities to improve its messaging to build more followers.
- Built employment and entrepreneurship information sessions into London Newcomer Day

Strategic Priority: Facilitate Access

- International Student Graduate Internship program: The City of London hired two 20-week international student graduate interns.
- London Newcomer Day 2022 was organized and held October 29 with a focus on employment. Fifty-one employers hosted booths, over 400 participants attended, and event surveys were very positive.

Strategic Priority: Active Engagement

- Data collection and analysis: the London Newcomer Strategy operates on an evaluation framework with outcome measurements calculated using databases such as the Labour Force Survey and the Longitudinal Immigration Database (IMDB).
- The London Newcomer Survey was conducted in three locations: the London Census Metropolitan Area (CMA), the Greater Toronto Area (GTA) and Southwest Ontario through a collaboration with Ipsos.
- Immigration pathways: A chart was created to provide a simple, visual explanation for employers of potential immigration pathways. The chart will be promoted in 2023.
- Advocacy: The Advisory Body advocated with the federal government regarding changes to international student visas and the need for enhanced pathways to transition temporary residents to permanent residents.
- Community support: The London Newcomer Strategy provided financial support to National Francophone Week, November 6 to 12.

2.4 Measures and evaluation framework

London is one of the few municipalities in the country with an immigration strategy that has created a measurement and evaluation framework.

London's Newcomer Strategy Advisory Body created a set of targeted outcomes, calculated with 2021 Census data, to measure its progress in achieving its objectives. These outcomes reflect inflow and retention of Newcomers including international students to London, and an average employment rate for Newcomers. In all cases the targeted outcomes were achieved. The outcomes, created in 2018, were originally based on a desired population growth of at least 1% in parallel with the City's growth rate at the time.

A report to the Strategic Priorities and Policy Committee (SPPC: City of London Growth Projections 2021-2051, December 6, 2022) noted the City's rapid growth rate which is projected to remain strong at an average annual rate of 2% between 2021 and 2026. Between 2016 and 2021, London's population grew by 39,900 which represented a natural increase (i.e., births over deaths) of only 13% with the remaining 87% filled by immigration. (Watson Report, October 2022)

Given the change in population growth rate, and the fact that targets set in 2018 have been easily achieved, the Data Task Force of the Advisory Body is currently reviewing the outcomes and measures.

A summary of the measures and available metrics is attached in **Appendix A**.

2.5 London Newcomer Survey

This survey was conducted with approximately 800 newcomers in the London Census Metropolitan Area, the Greater Toronto Area and Southwest Ontario by Ipsos.

Notable findings include the following:

- 87% of newcomers to the London CMA area reported that the city met their settlement expectations. 84% of this group also indicated their plans to continue staying in London.
- 10% of the non-London sample from the Greater Toronto Area and Southwest Ontario showed interest in moving to London.
- The largest source of newcomers to London intra-provincial migration, indicating that residents of other cities in Ontario are likely to relocate to London.

The subsequent report, attached in **Appendix B**, provides important insight into the motivations and intentions of newcomers residing in these areas. These findings will be further analyzed during Phase II of the Newcomer Strategy to develop specific attraction and retention strategies for various population groups.

2.6 Phase II

The Advisory Body is planning for Phase II of the London Newcomer Strategy which will begin December 1, 2023, for a period of five years. The work to date, including the attached survey on retention in **Appendix B**, will inform the direction of Phase II. The Advisory Body will consider a sharpened focus, largely based on attraction and retention efforts that align with in demand occupations that can support London's labour force needs and supports and tools to assist in the retention of newcomers. Promotional efforts on the City of London website and the Immigration Portal will highlight London as a welcoming, diverse community which values the contributions of newcomers to the culture and economy.

A study of best practices in these areas by other Canadian municipalities will be undertaken. Phase II work will include data analysis, advocacy, and planning for anticipated new directions of the federal government, and greater coordination with the City's Planning Division on its growth strategy and future planning needs. The work will be aligned with the London Economic Development Corporation three-year project of \$1.5 million, Talent Attraction and Labour Force Growth for Sustainable Economic Recovery, funded by the London Community Recovery Network in December 2022.

The Advisory Body will also consider the current membership and whether changes are required to meet the needs of Phase II.

3.0 Financial Impact/Considerations

3.1 Funding

The Newcomer Strategy is funded within existing resources and no additional financial impact is projected at this time.

Conclusion

As the London Newcomer Strategy continues to attract, integrate, and retain Newcomers to the community, it will remain flexible and ready to adapt to the changing environment that may arise due to changes in government priorities. It will also continue to link with local and regional strategies and networks.

Prepared by: Jill Tansley, Manager, Strategic Programs and Partnerships

Submitted by: Rumina Morris, Director, Anti-Racism and Anti-Oppression

Recommended By: Lynne Livingstone, City Manager

Appendix A

City of London 'Report Card' on Newcomer Strategy Progress. Update May 17, 2023.

Outcome 1: Achieve a net average annual Newcomer inflow of no less than 4,000 Newcomers through both direct and secondary migration.

Outcome Measures	Category of Migrants	2016	2017	2018	2019	2020
1. Achieve a net average annual Newcomer inflow* of no less than 4,000 Newcomers through both direct and secondary migration.	Primary migrants	3,295	2,290	2,750	3,315	2,125
	Secondary migrants	3,980	4,340	3,105	4,665	4,690
	Total newcomers	7,275	6,630	5,855	7,980	6,815

Source : IMDB

This table calculates the number of newcomers from the following sources:

1. Primary migrants: immigrants whose intended destination is London CMA in that landing year.
2. Secondary migrants: immigrants whose intended destination was not the London CMA in any year of arrival but filed taxes in London CMA in a subsequent year. The measure for secondary immigrants may not be accurate as immigrants are likely to move in between different CMAs.

This removes emigrants and temporary emigrants from the calculation. Births and Deaths are not included in the calculation. Statistics Canada derives these estimates from a combination of administrative data sources and projections from these sources.

Outcome 2: A minimum of 60% of the average annual net Newcomer inflow will be between 15 and 64 years of age. Based on an average annual net Newcomer inflow of 4,000 as targeted in Outcome 1 above, no less than 2,400 of these Newcomers would be between 15 and 64 years of age.

Outcome Measures	Category of migrants	2016	2017	2018	2019	2020
2. A minimum of 60% of the average annual net Newcomer inflow will be between 15 and 64 years of age.	Primary migrants	63% (2,080)	74% (1,700)	75% (2,070)	76% (2,525)	77% (1,645)
	Secondary migrants	96% (3,810)	96% (4,160)	96% (2,970)	96% (4,465)	95% (4,475)
	Total newcomers aged 15 to 64	81% (5,890)	88% (5,860)	86% (5,040)	88% (6,990)	90% (6,120)

Source: IMDB

This shows the proportion of newcomers that are between the ages of 15 and 64, as the data regarding this age group is more publicly available.

Issues: Secondary immigrants are monitored through tax files, but this measure is difficult to reproduce consistently and may not be the most reliable as only tax filers are included in these numbers. This also explains the high proportion of secondary immigrants within this age group, as most tax filers are between the ages 15 to 64.

Outcome 3: Maintain a minimum average annual retention rate (1-year retention) of 70% of the total gross annual inflow of Newcomers. Based on an average annual net Newcomer inflow of 4,000 as targeted in Outcome 1 above, the number of Newcomers leaving the London CMA would not exceed on average 1,714/year.

Outcome Measures – London CMA	Category of migrants	2016	2017	2018	2019
Maintain a minimum average annual retention rate (1-year retention) of 70% of the total gross annual inflow of Newcomers.	Primary migrants	84%	79%	75%	78%
	Secondary migrants	90%	94%	89%	91%
	Total newcomers	88%	90%	83%	87%

Source: IMDB

This table measures the 1-year retention rate of newcomers to London. Only those who filed taxes in the subsequent year (i.e., newcomers that arrived in 2016 and filed taxes in 2017) can be measured.

Outcome 4: Maintain an average attraction level of international students attending local educational institutions of no less than 11,000 students a year.

Outcome Measures - London CMA	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021
4. Maintain an average attraction level of international students attending local educational institutions of no less than 11,000 students a year.	N/A	11,000	11,130	13,148	12,495

Source: Educational Institutions within London

This table measures the number of international students enrolled in London annually. It is based on the reports of educational institutions themselves and has not been verified by us.

Outcome 5: Achieve an average annual employment rate for Newcomers, who are Permanent Residents, that is no less than 7.5 percentage points lower than the employment rate of Londoners overall.

Outcome Measures - London CMA	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021

5. Achieve an average annual employment rate for Newcomers, who are Permanent Residents, that is no less than 7.5 percentage points lower than the employment rate of Londoners overall***.	2016: Newcomers between 20-44: 57%. London overall: 57.7%	2017: Newcomers between 20-44: 69%. London overall: 57%	2018: Newcomers between 20-44: 49%. London overall: 57.6%	2019: Newcomers between 20-44: 62%. London overall: 56.1%	2020: Newcomers between 20-44: 62%. London overall: 55.5%
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Source: Labour Force Survey

This table shows the percentage of people between the ages 20-44 that are employed, compared to the City rate overall.



City of London

January 12, 2023

CITY OF LONDON NEWCOMERS SURVEY

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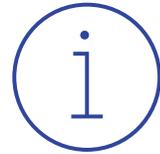
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Background and Objectives



BACKGROUND

Through the London Newcomer Strategy, the City of London conducted a survey of newcomers (defined as living in Canada for less than five years as either a temporary or permanent resident) in three locations: the London Census Metropolitan Area (CMA), the Greater Toronto Area and Southwest Ontario (includes: Windsor, Chatham-Kent, Sarnia, Woodstock and Ingersoll, Kitchener-Waterloo, Cambridge, Guelph and Brantford). For the purposes of this research, Southwest Ontario excludes London.



OBJECTIVES

The objective of the research is to understand newcomers' views on the attractiveness of London as a past, current or potential future home.

Methodology and Reporting Conventions

METHODOLOGY

- The survey was conducted online using an ethno-cultural Panel.
- It was conducted in three locations: the London Census Metropolitan Area (CMA), Southwest Ontario and the Greater Toronto Area (GTA) among newcomers (defined as residing in Canada for five years or less as either a temporary or permanent resident) aged 18 and older.
- The survey was conducted among n=800 residents broken down as follows:
 - N=423 London CMA credibility interval of ± 5.4 at 95% confidence
 - N=191 Southwest Ontario credibility interval of ± 8.1 at 95% confidence
 - N=186 Greater Toronto Area (GTA) credibility interval of ± 8.2 at 95% confidence
- The survey was conducted between October 27 and November 28, 2022.
- The survey was available in both English and French.

REPORTING CONVENTIONS

- In certain sections of the report, owing to extremely small sample sizes, the graphics display counts rather than percentages. This information is noted on the slides displaying this data.



Key Findings: London CMA

1

- Most newcomers living in the London CMA have lived in the City between one and three years. A sizeable number (43%) have lived elsewhere in Canada prior to living in London, mainly coming from the GTA.
- Overwhelming majority (87%) say that the City is meeting their expectations, mainly driven by their perception that it is a good or great place to live.

2

- Affordable housing is the most liked aspect of living in London, but sizeable numbers of newcomers also like that their friends/family live in the City, employment prospects, and the cost of living.
- Inadequate employment prospects, lack of a sense of safety, racism/discrimination, inadequate city infrastructure, and that their friends and family live elsewhere are what they dislike most.

3

- An overwhelming majority (84%) plan to stay in London, mainly because of a low cost of living, good atmosphere, having a job/good job, affordable housing, or a feeling of being settled or comfortable in the City.
- Plans to leave London are driven mainly by a preference to live somewhere else, but also by a perceived lack of job opportunities or low salaries, and perceptions of a high or rising cost of living.
- Improved employment prospects is the main way the City could increase community satisfaction, but the presence of affordable housing, improving the sense of safety, lower cost of living, improving City infrastructure, and improving the multicultural environment are also mentioned by sizeable numbers of newcomers.



Key Findings: Southwest Ontario

1

- An almost unanimous (97%) number of newcomers living in Southwest Ontario have never lived in London.
- However, among these, 16 percent (also 16% rebased¹ on full base of n=191) say they are likely to move to London, including two percent (also 2% rebased on full base of n=191) who are “very likely” to do this.

2

- An extremely small (3%) number of newcomers in Southwest Ontario have lived in London. Hence, the responses to the follow-up questions below should be interpreted with caution
- Most lived in London between one to five years.
- A perceived sense of safety, a multicultural environment, and well-established immigrant services are what they liked most about living in London.
- Friends and family living elsewhere and inadequate employment prospects are the main reasons for moving out of the City.

¹Since this question was asked to a subsample of the full base, the figure has been rebased on the full base of n=191.



Key Findings: GTA

1

- An overwhelming majority (90%) of newcomers living in the GTA have never lived in London.
- However, among these, 29 percent (26% rebased on full base of n=186) say they are likely to move to London, including five percent (4% rebased on full base of n=186) who are “very likely” to do this.

2

- Only ten percent of newcomers in the GTA have lived in London. Hence, the responses to the follow-up questions below should be viewed qualitatively and with caution.
- Most lived in London between one to three years.
- Affordable housing, cost of living, a multicultural environment, friends and family living in the City and nature are what they liked most about living in London.
- Friends and family living elsewhere and inadequate employment prospects are the main reasons for moving out of the City.



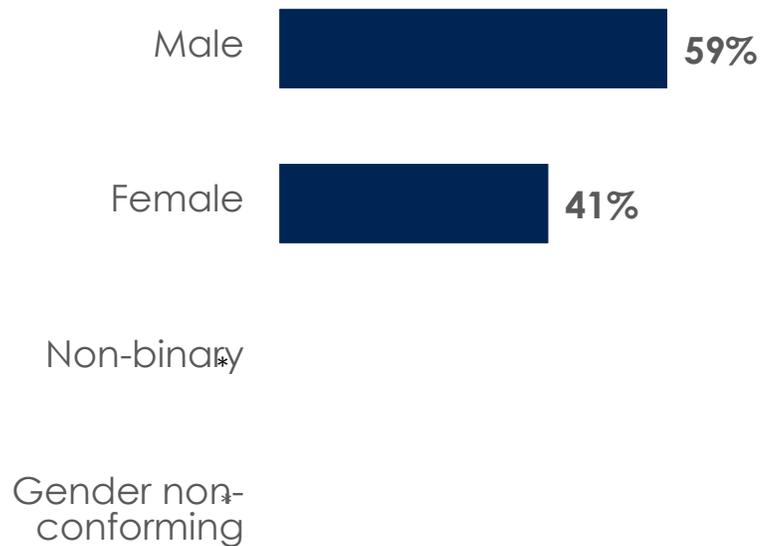
LONDON CMA: DEMOGRAPHIC PROFILE

1

London CMA: Gender and Age

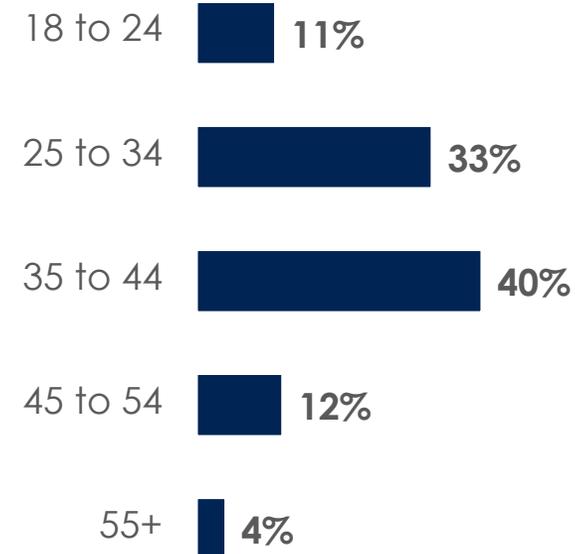
- Six in ten (59%) new Canadians in the London CMA are men, while four in ten (41%) are women.
- Almost three-quarters (73%) are between 25 and 44 years of age. The average age is 35.9 years.

GENDER



Base: London CMA (n=423)
Q4. What is your gender identity?

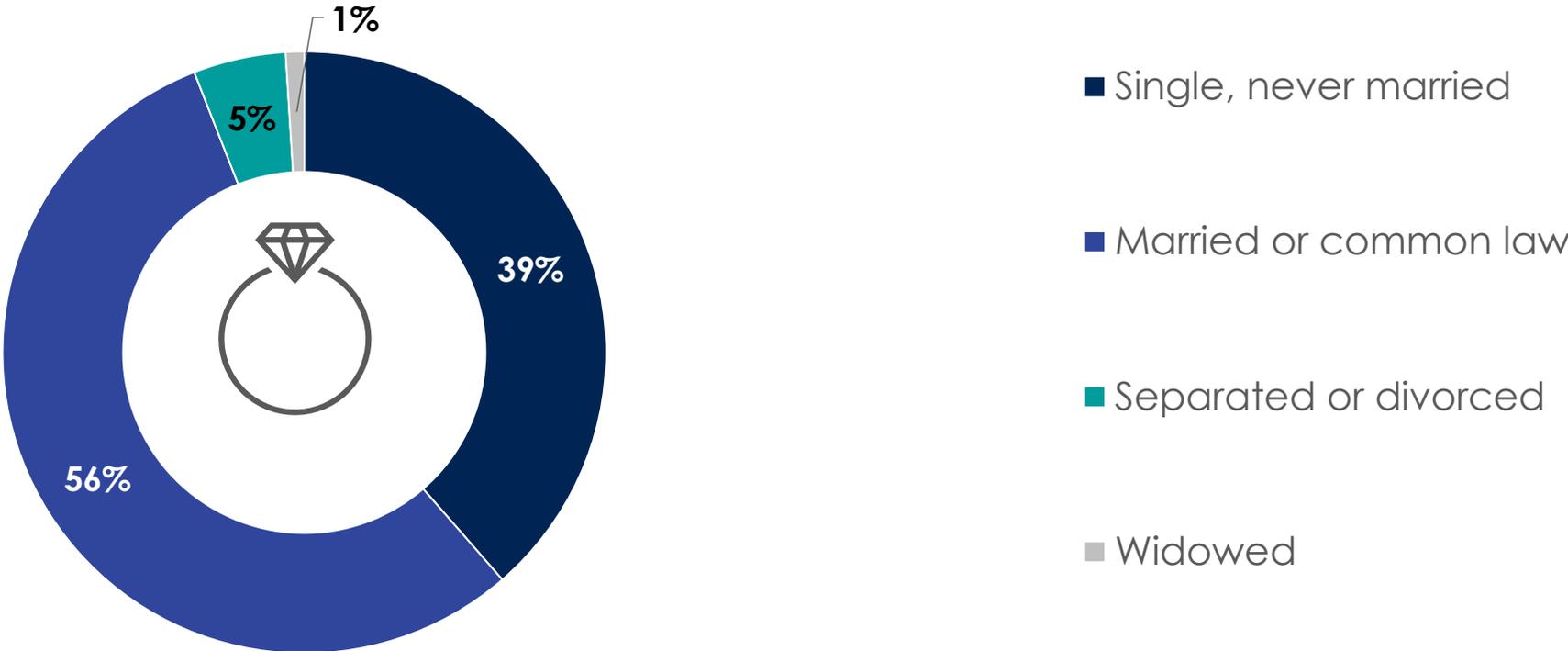
AGE



Base: London CMA (n=423)
Q2. What is your birth year?

London CMA: Marital Status

- More than half (56%) of newcomers in the London CMA are married or living common law, while four in ten (39%) are single, never married.

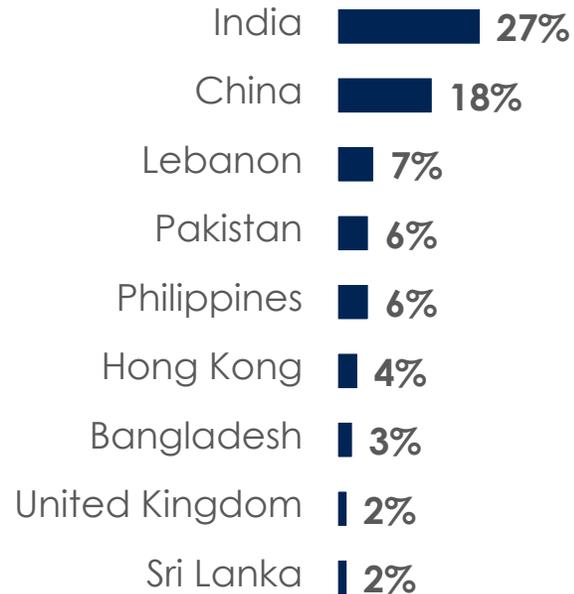


Base: London CMA temporary residents (n=423)
Q16. What is your marital status?

London CMA: Country of Birth and Length of residence in Canada

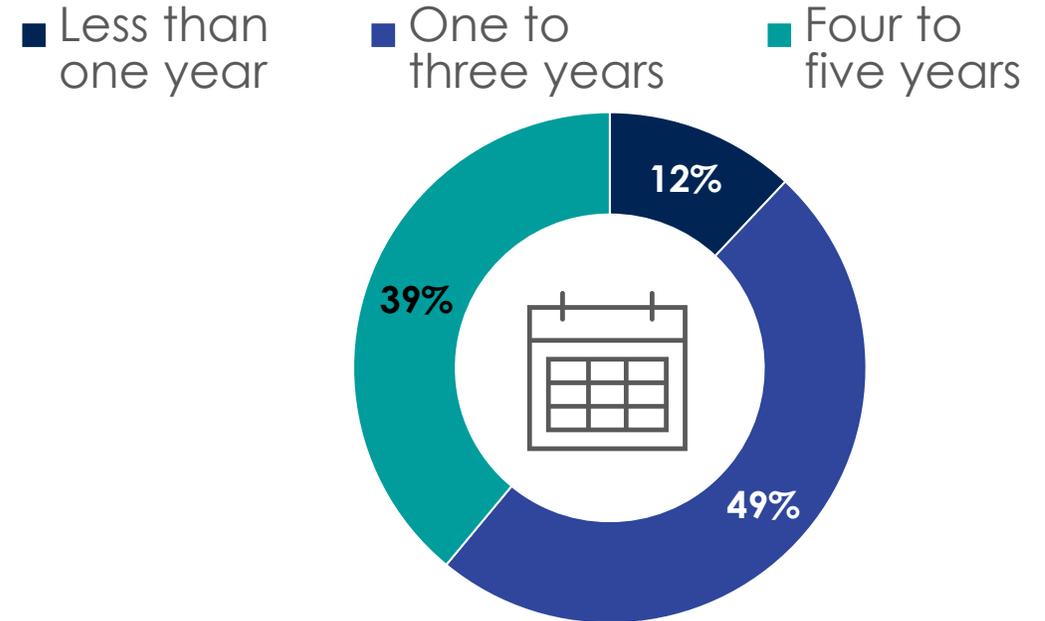
- The most common birth countries among newcomers in the London CMA are India (27%), followed by China (18%), with almost half (45%) coming from these two countries.
- Half (49%) of newcomers in the London CMA have lived in Canada one to three years, while four in ten (39%) have lived here four to five years and only one in ten (12%) less than one year.

COUNTRY OF BIRTH (2% or more)



Base: London CMA (n=423)
Q3. What is your country of birth?

LENGTH OF RESIDENCE IN CANADA

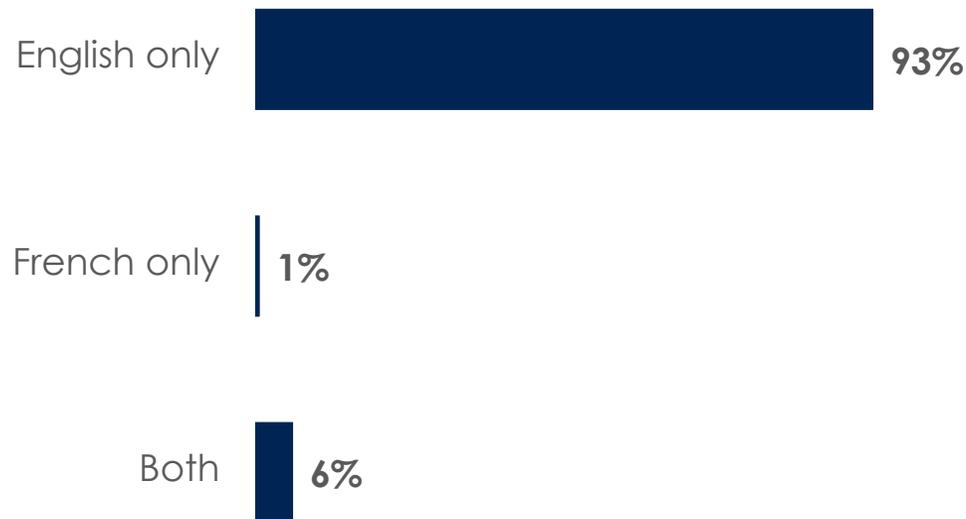


Base: London CMA (n=423)
Q6. How long have you been living in Canada?

London CMA: Official Languages Spoken and Ethnic or Racial Identity

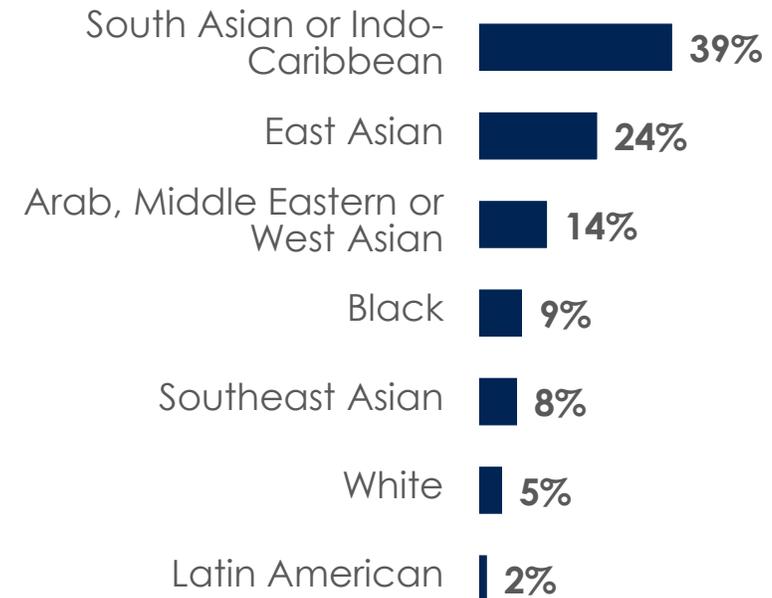
- When asked if they are able to converse in one, both or neither official language, the vast majority (93%) of newcomers in the London CMA indicate that they speak English only. Six percent can converse in both official languages, while only one percent can converse in French only.
- The most common ethnic or racial identity is South Asian or Indo-Caribbean (39%), followed by East Asian (24%) and Arab, Middle Eastern or West Asian (14%).

OFFICIAL LANGUAGES SPOKEN



Base: London CMA (n=423)
Q1. Are you able to conduct a conversation in one, both, or neither of Canada's official languages?

ETHNIC OR RACIAL IDENTITY



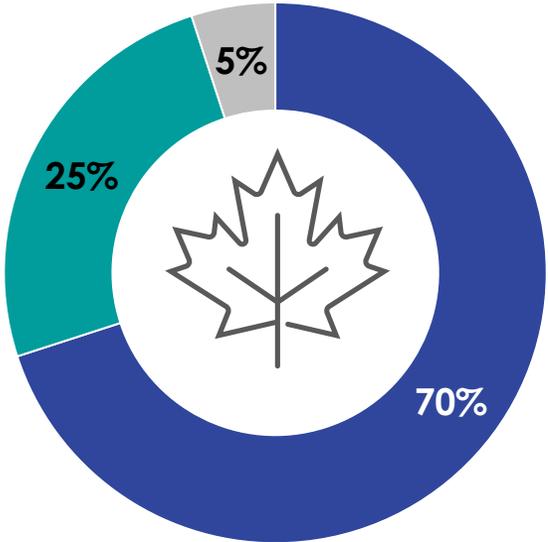
Base: London CMA (n=423)
Q18. How would you describe your ethnic or racial identity?

London CMA: Permanent vs. Temporary Resident

- Seven in ten (70%) newcomers in the London CMA are permanent residents, while one-quarter (25%) are temporary residents.

PERMANENT VS. TEMPORARY RESIDENT

■ Permanent ■ Temporary ■ Prefer not to say

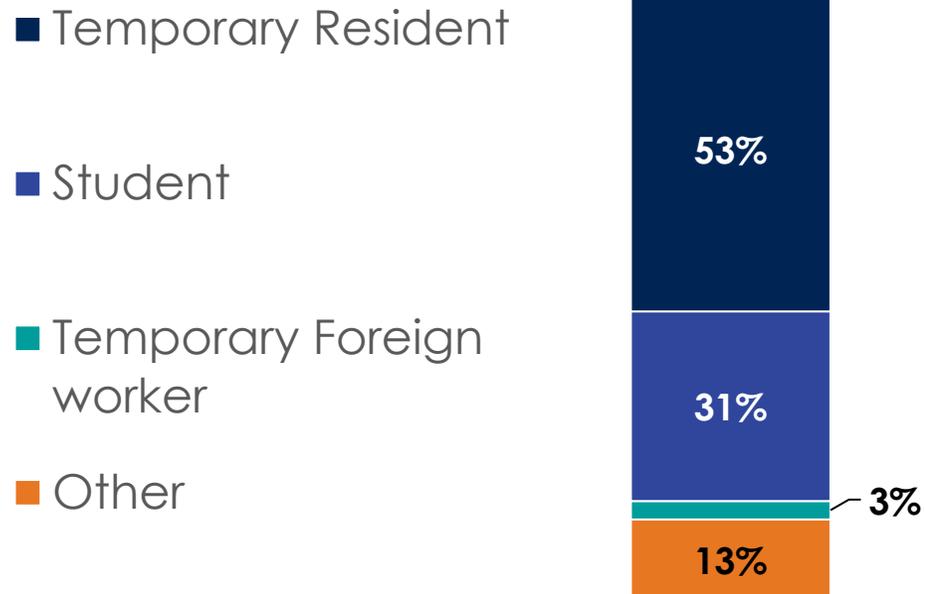


Base: London CMA (n=423)
Q7. Are you a permanent or temporary resident of Canada?

London CMA: Temporary Resident Profile

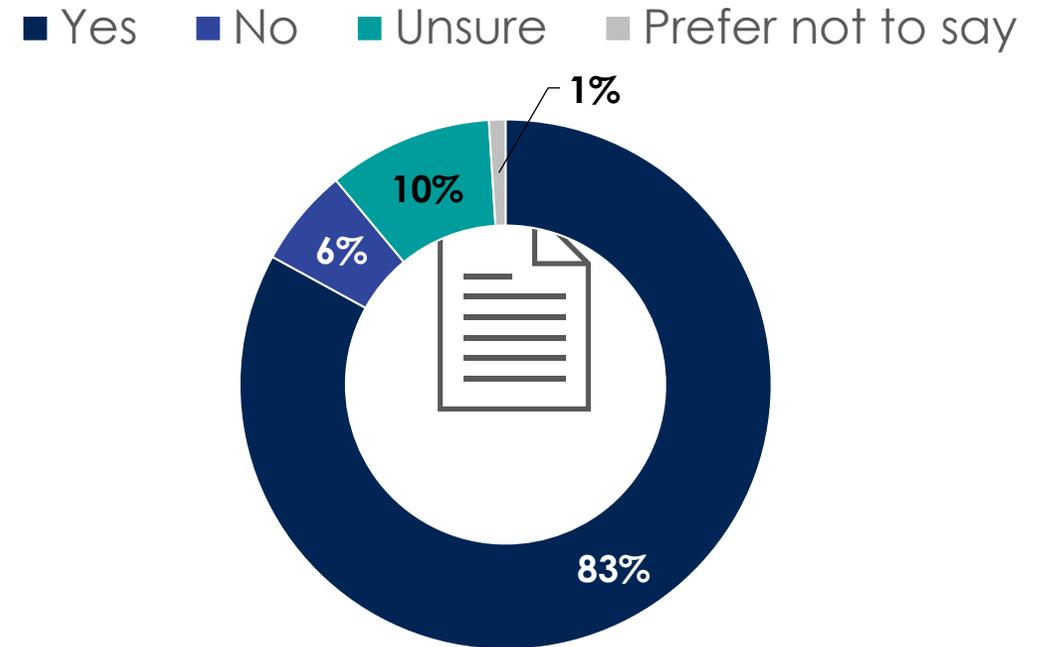
- Among newcomers in the London CMA who are temporary residents, more than half describe their status as temporary, while 31 percent say they are a student and three percent say they are a temporary foreign worker. Thirteen percent mention another status.
- Among temporary residents, an overwhelming majority (83%) plan on applying for permanent residency.

STATUS IN CANADA



Base: London CMA temporary residents (n=107)
Q8. What best describes your status in Canada?

PLANS TO APPLY FOR PERMANENT RESIDENCY



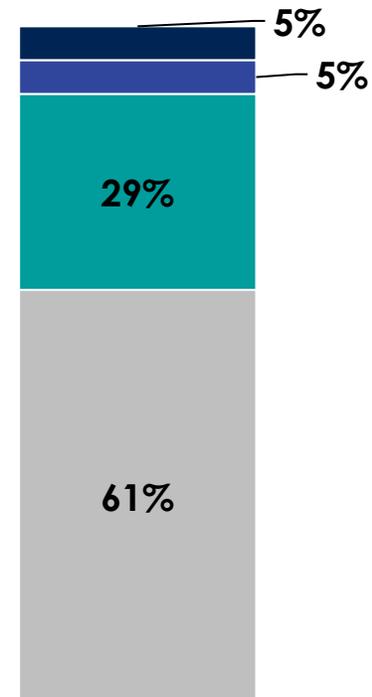
Base: London CMA temporary residents (n=107)
Q9. Do you intend to apply for permanent residency?

London CMA: Permanent Resident Profile

- Most (61%) permanent residents in the London CMA migrated to Canada in the admission category of economic class, while three in ten (29%) are classified in the family class. Five percent each are classified as a refugee or a refugee claimant or asylum seeker.

ADMISSION CATEGORY WHEN MIGRATING

- Refugee (Government Assisted, Privately Sponsored, Blended Visa Office-Referred Program)
- Refugee Claimant or Asylum Seeker
- Family Class (Sponsored Spouse, Sponsored Parent or Grandparent, or Other Immigrant Sponsored by Family)
- Economic Class (Skilled Worker, Canadian Experience Class, Provincial Nominee Program, or Business Programs)

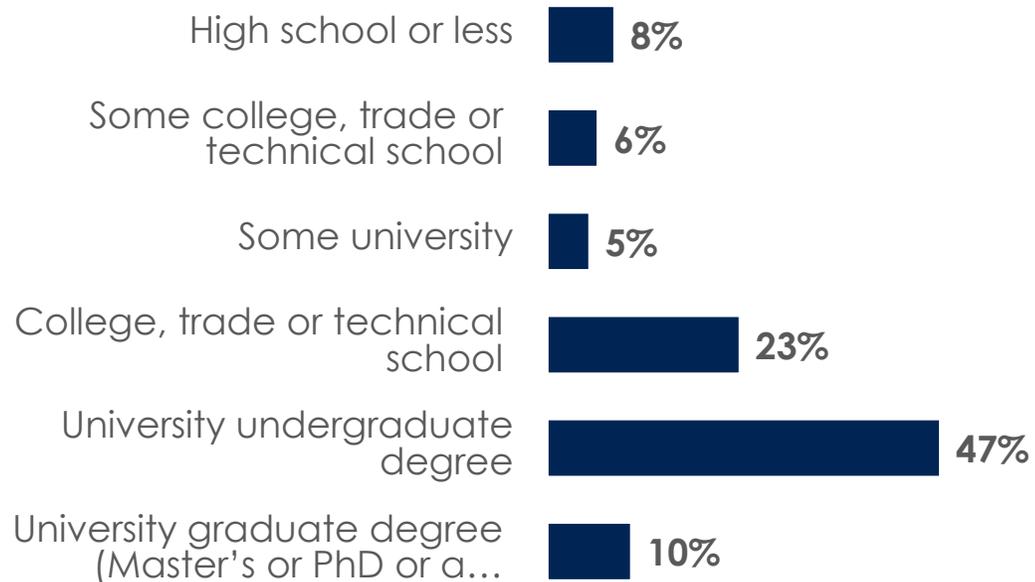


Base: London CMA permanent residents (n=296)
Q10. Under which admission category did you migrate?

London CMA: Education and Household Income

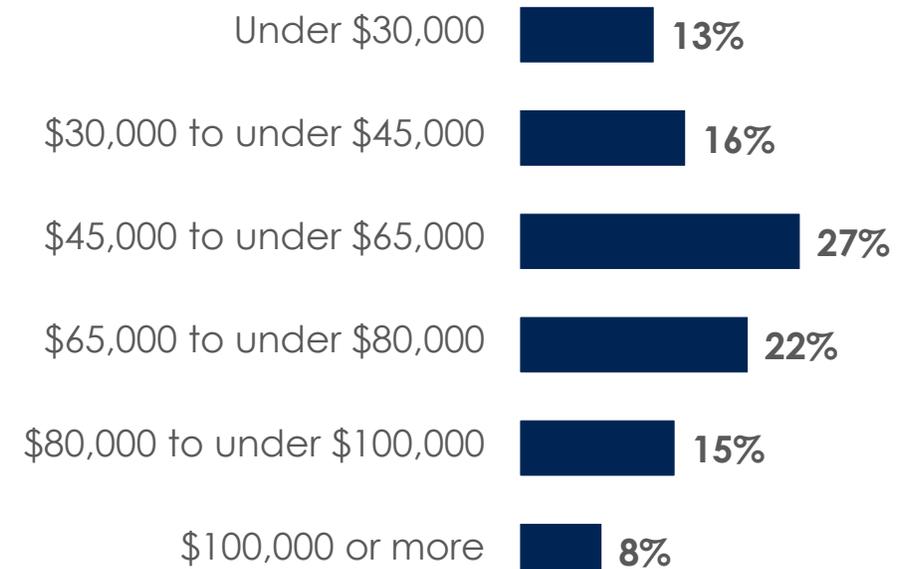
- A majority (57%) of newcomers in the London CMA have an undergraduate university degree or higher, while only one in ten (8%) have a high school education or lower.
- Three in ten (29%) indicate that they have a total household income of under \$45,000, including 13 percent who make under \$30,000. On the other end of the spectrum, 23 percent make \$80,000 or above, including 8 percent who make \$100,000 or above.

EDUCATION



Base: London CMA (n=423)
Q11. What is the highest level of education you have completed?

HOUSEHOLD INCOME

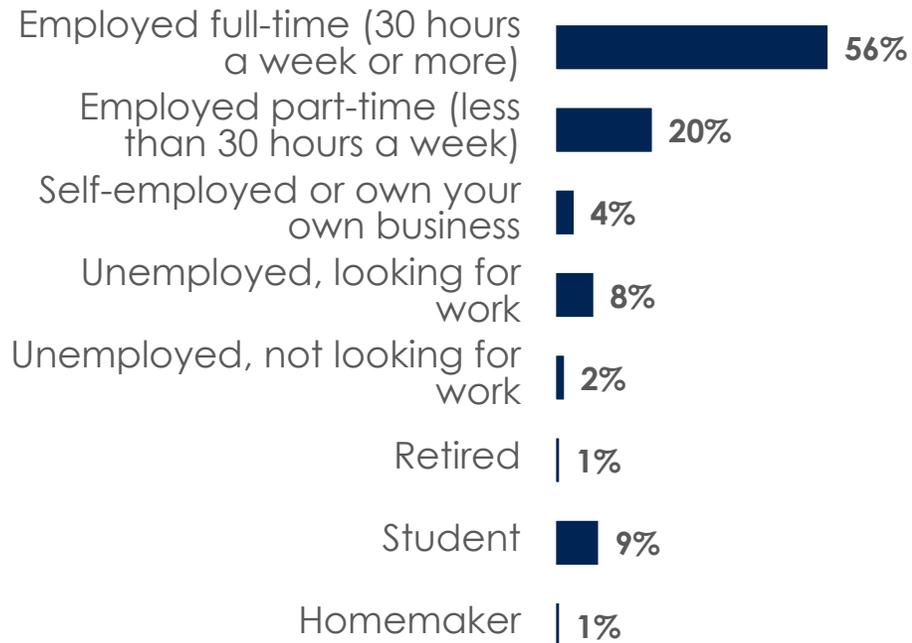


Base: London CMA (n=423)
Q15. What is your total annual household income before taxes?

London CMA: Own and Spouse/Partner's Employment Status

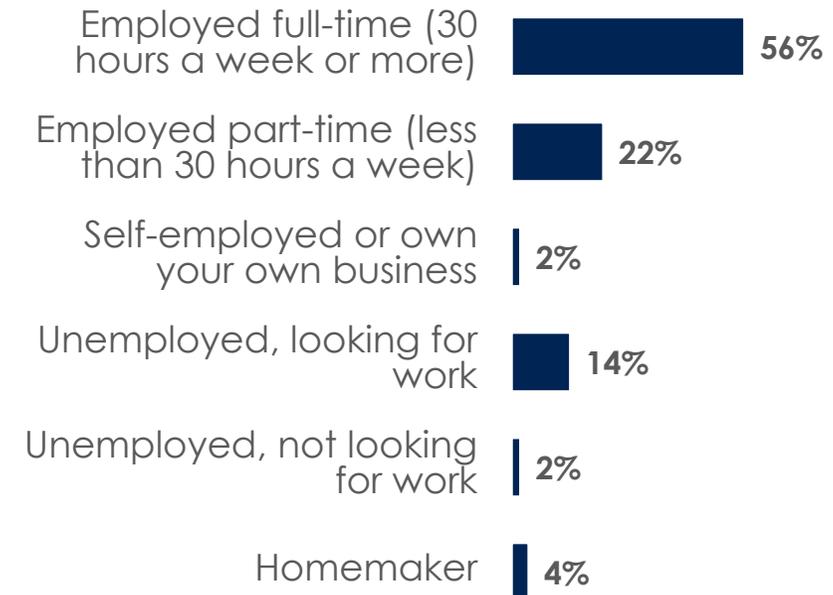
- A majority (56%) of newcomers from the London CMA are employed full-time, while two in ten (20%) work part-time. About one in ten each are a student (9%) or are unemployed, but looking for work (8%).
- Among newcomers in the London CMA who are married or living common law, a majority (56%) indicate that their spouse or partner is employed full-time, while two in ten (22%) say they work part-time. More than one in ten (14%) say their spouse/partner is unemployed, but looking for work.

OWN EMPLOYMENT STATUS



Base: London CMA (n=423)
Q12. What is your current employment status?

SPOUSE/PARTNER'S EMPLOYMENT STATUS

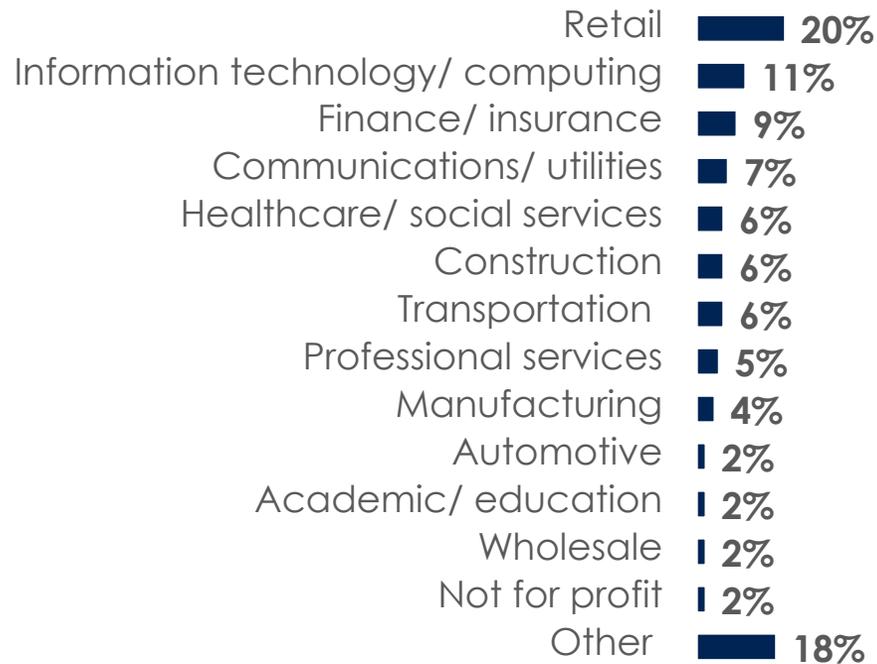


Base: London CMA married or common law (n=236)
Q17. What is your spouse or partner's current employment status?

London CMA: Industry of Employment and Satisfaction With Current Employment

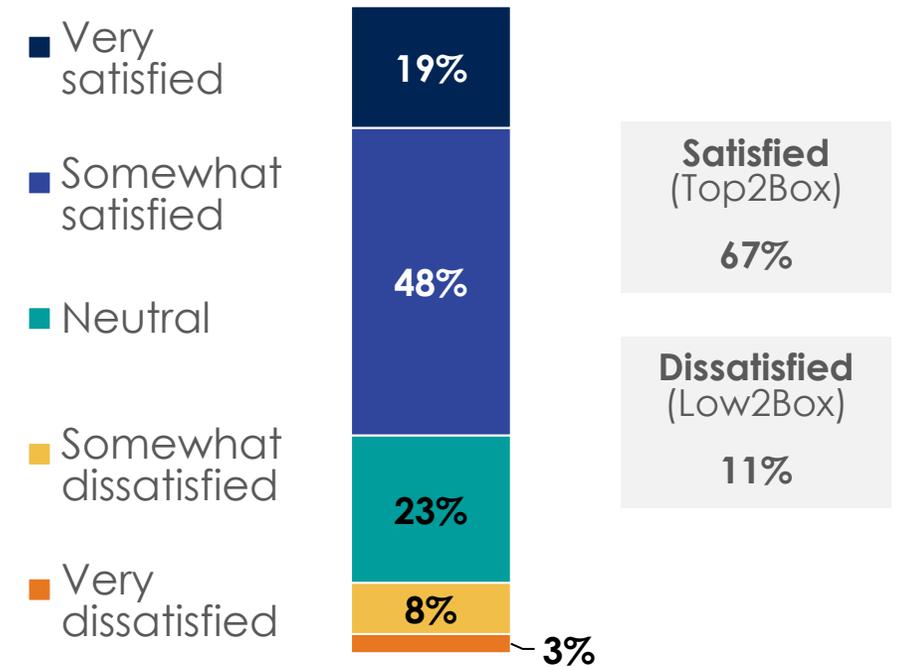
- Among newcomers in the London CMA who work full- or part-time, the most commonly mentioned industry of employment is retail (20%), followed by information technology or computing (11%), and finance or insurance (9%).
- Among these, two-thirds (67%) express satisfaction with their current employment, with half of these saying they are only "somewhat satisfied." Only 11 percent are dissatisfied. One-quarter (23%) have a neutral opinion of their current employment.

INDUSTRY OF EMPLOYMENT (2% or more)



Base: London CMA employed full-time or part-time (n=319)
Q13. What is your current industry of employment?

SATISFACTION



Base: London CMA employed full-time or part-time (n=319)
Q14. How satisfied are you with your current employment?

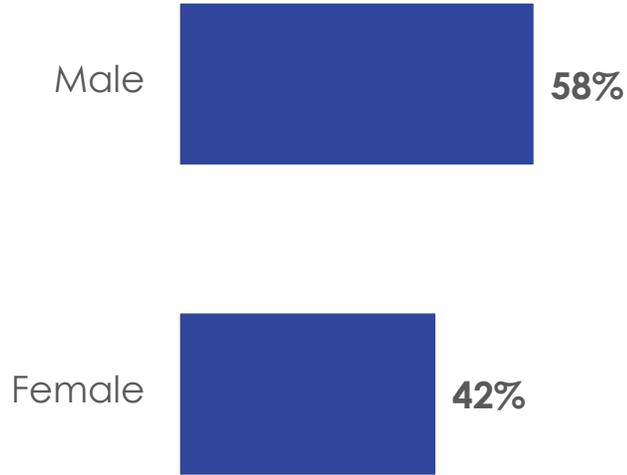
SOUTHWEST ONTARIO: DEMOGRAPHIC PROFILE

2

Southwest Ontario: Gender and Age

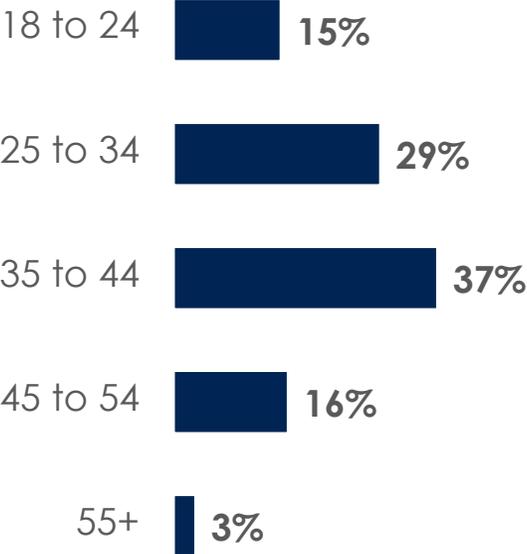
- Six in ten (58%) new Canadians in Southwest Ontario are men, while four in ten (42%) are women.
- Two-thirds (66%) of new Canadians in this area are between the ages of 25 and 44. The average age is 36.1.

GENDER



Base: Southwest Ontario (n=191)
Q4. What is your gender identity?

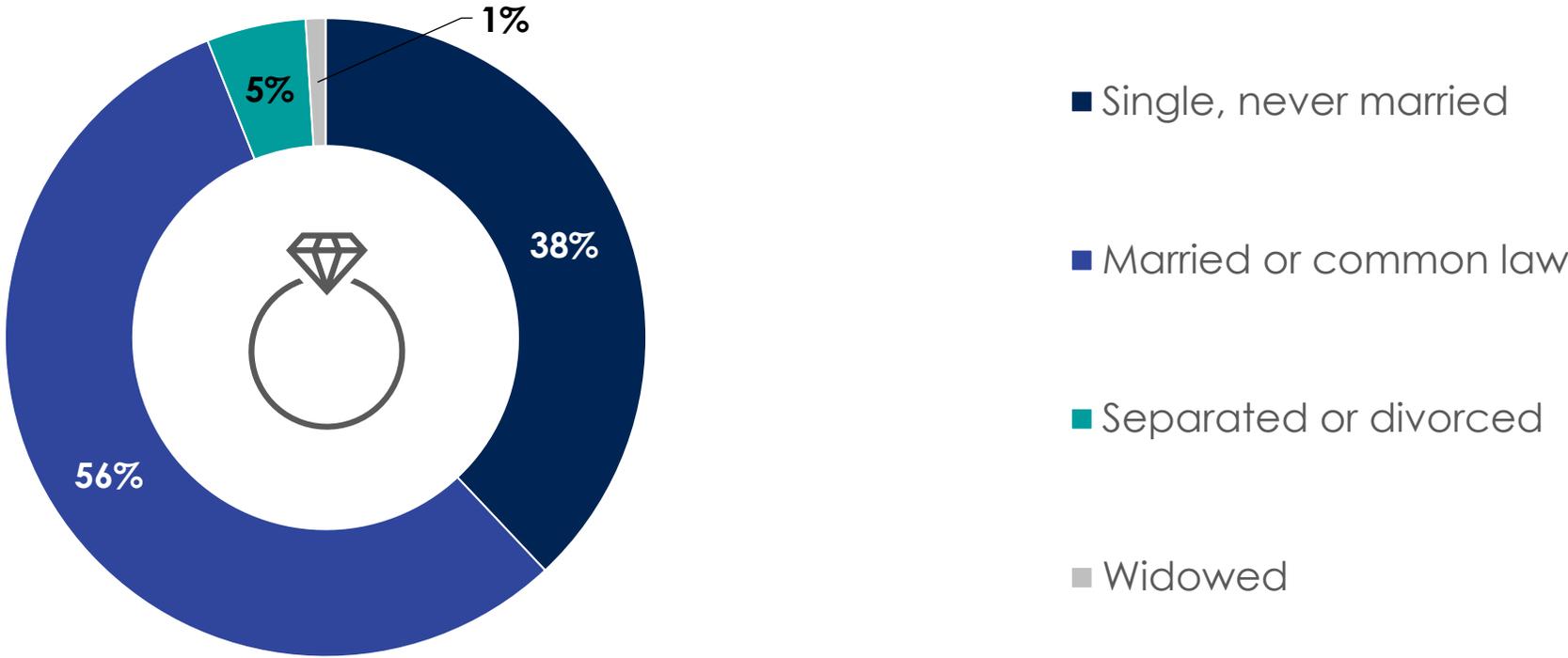
AGE



Base: Southwest Ontario (n=191)
Q2. What is your birth year?

Southwest Ontario: Marital Status

• More than half (56%) of newcomers in Southwest Ontario are married or living common law, while four in ten (38%) are single, never married.

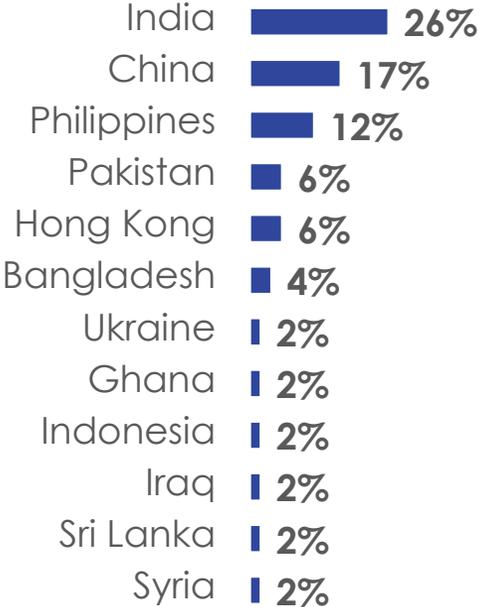


Base: Southwest Ontario temporary residents (n=191)
Q16. What is your marital status?

Southwest Ontario: Country of Birth and Length of residence in Canada

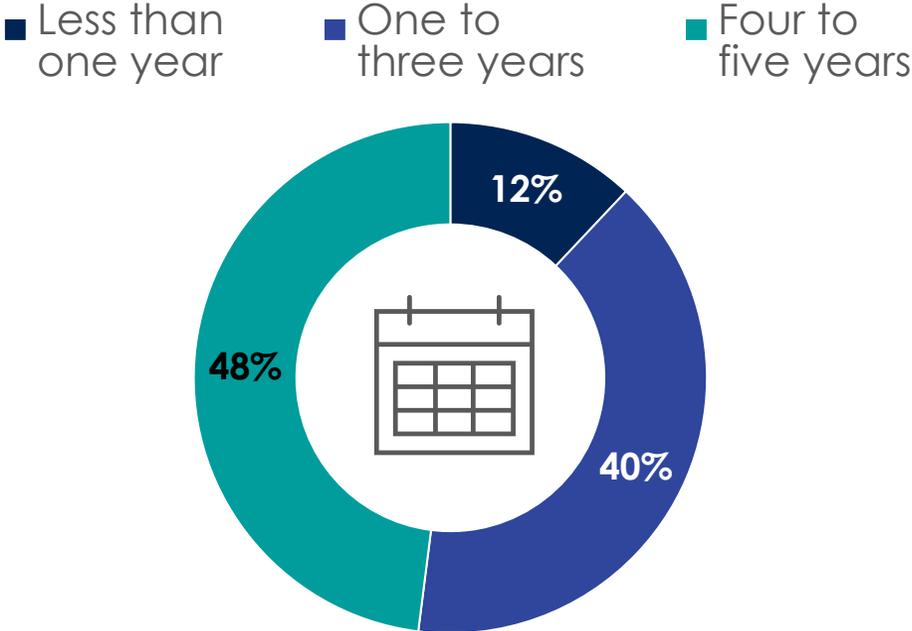
- The most common birth countries among newcomers in Southwest Ontario are India (26%), followed by China (17%) and the Philippines (12%).
- Half (48%) of newcomers in this area have lived in Canada four to five years, while four in ten (40%) have lived here one to three years and only one in ten (12%) less than one year.

COUNTRY OF BIRTH (2% or more)



Base: Southwest Ontario (n=191)
Q3. What is your country of birth?

LENGTH OF RESIDENCE IN CANADA

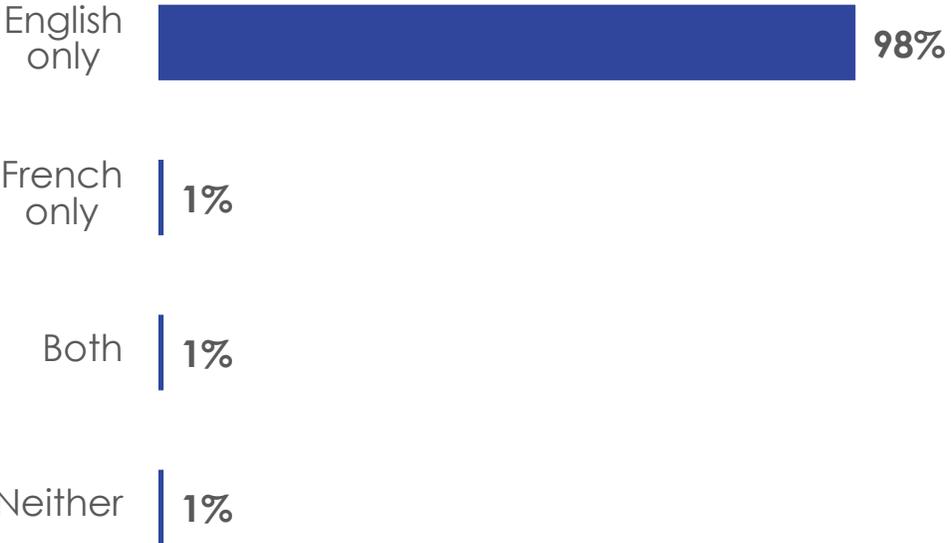


Base: Southwest Ontario (n=191)
Q6. How long have you been living in Canada?

Southwest Ontario: Official Languages Spoken and Ethnic or Racial Identity

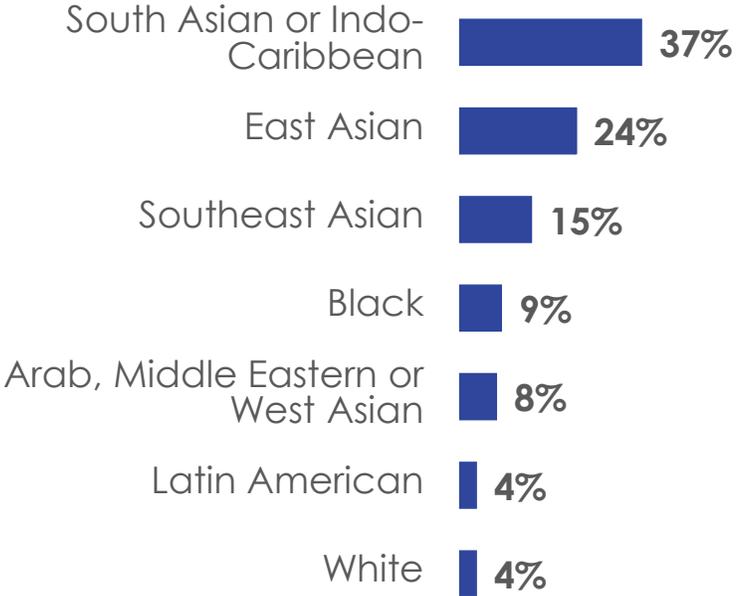
- When asked if they are able to converse in one, both or neither official language, an almost unanimous number (98%) of newcomers in Southwest Ontario indicate that they speak English only.
- The most common ethnic or racial identity is South Asian or Indo-Caribbean (37%), followed by East Asian (24%) and Southeast Asian (15%).

LANGUAGES SPOKEN



Base: Southwest Ontario (n=191)
Q1. Are you able to conduct a conversation in one, both, or neither of Canada's official languages?

ETHNIC OR RACIAL IDENTITY



Base: Southwest Ontario (n=191)
Q18. How would you describe your ethnic or racial identity?

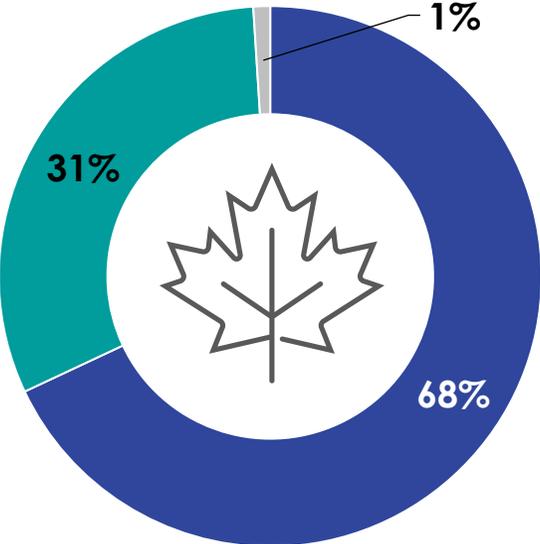


Southwest Ontario: Permanent vs. Temporary Resident

- Seven in ten (68%) newcomers in Southwest Ontario are permanent residents, while three in ten (31%) are temporary residents.

PERMANENT VS. TEMPORARY RESIDENT

■ Permanent ■ Temporary ■ Prefer not to say

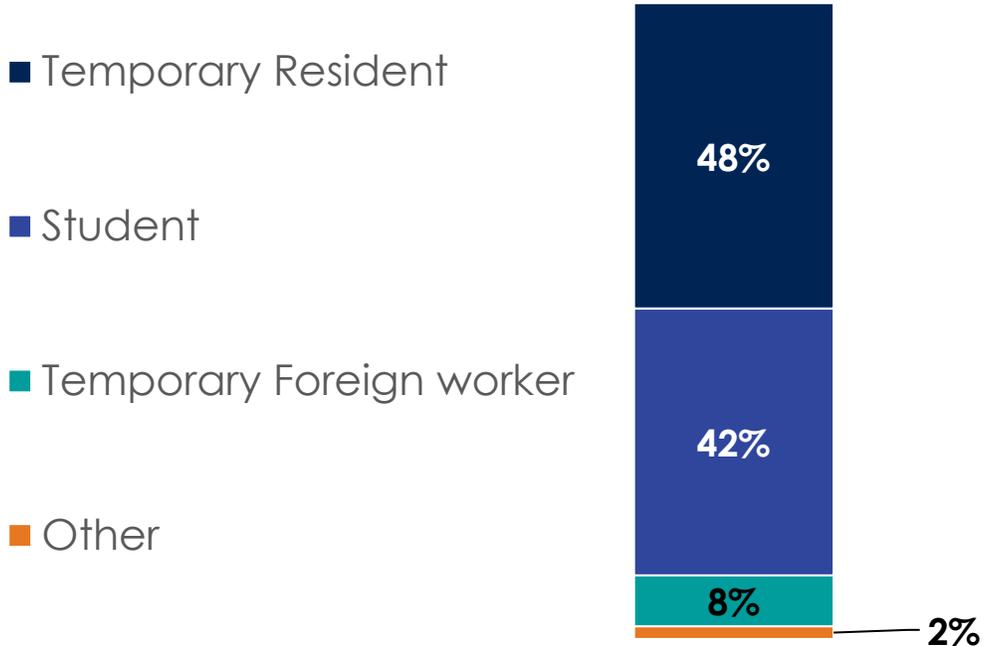


Base: Southwest Ontario (n=191)
Q7. Are you a permanent or temporary resident of Canada?

Southwest Ontario: Temporary Resident Profile

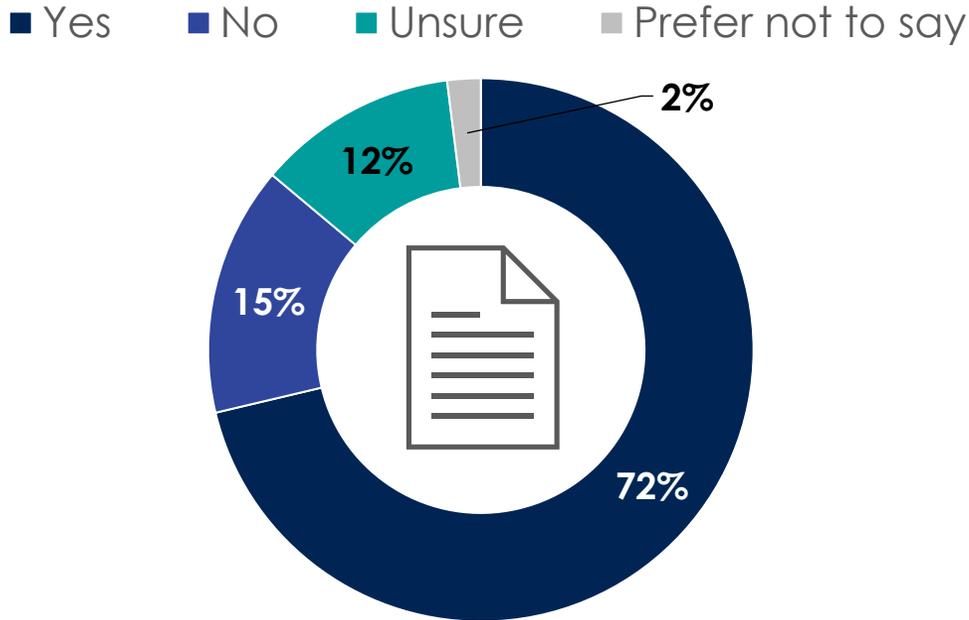
- Among newcomers in Southwest Ontario who are temporary residents, half describe their status in Canada as temporary, while 42 percent say they are a student and eight percent say they are a temporary foreign worker.
- A large majority (72%) of temporary residents in this area plan on applying for permanent residency.

STATUS IN CANADA



Base: Southwest Ontario temporary residents (n=60*) *Small sample size
Q8. What best describes your status in Canada?

PLANS TO APPLY FOR PERMANENT RESIDENCY



Base: Southwest Ontario temporary residents (n=60*) *Small sample size
Q9. Do you intend to apply for permanent residency?

Southwest Ontario: Permanent Resident Profile

- Most (61%) permanent residents in Southwest Ontario migrated to Canada in the admission category of economic class, while three in ten (29%) are classified in the family class. Five percent each are classified as a refugee or a refugee claimant or asylum seeker.

ADMISSION CATEGORY WHEN MIGRATING

- Refugee (Government Assisted, Privately Sponsored, Blended Visa Office-Referred Program)
- Refugee Claimant or Asylum Seeker
- Family Class (Sponsored Spouse, Sponsored Parent or Grandparent, or Other Immigrant Sponsored by Family)
- Economic Class (Skilled Worker, Canadian Experience Class, Provincial Nominee Program, or Business Programs)

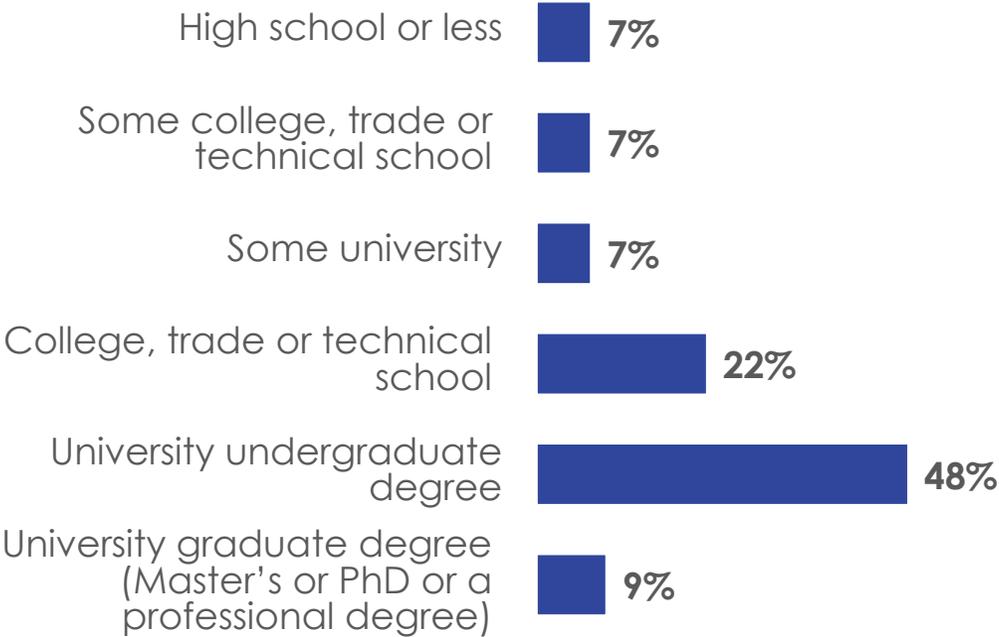


Base: Southwest Ontario permanent residents (n=129)
Q10. Under which admission category did you migrate?

Southwest Ontario: Education and Household Income

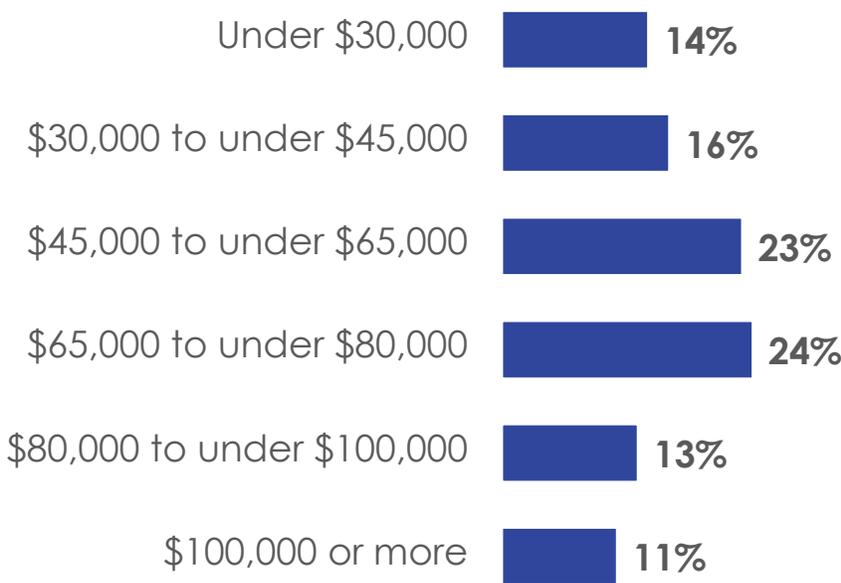
- A majority (57%) of newcomers in Southwest Ontario have an undergraduate university degree or higher.
- Three in ten (30%) newcomers in the area indicate that they have a total household income of under \$45,000, including 14 percent who make under \$30,000. On the other end of the spectrum, 24 percent make \$80,000 or above, including 11 percent who make \$100,000 or above.

EDUCATION



Base: Southwest Ontario (n=191)
Q11. What is the highest level of education you have completed?

HOUSEHOLD INCOME



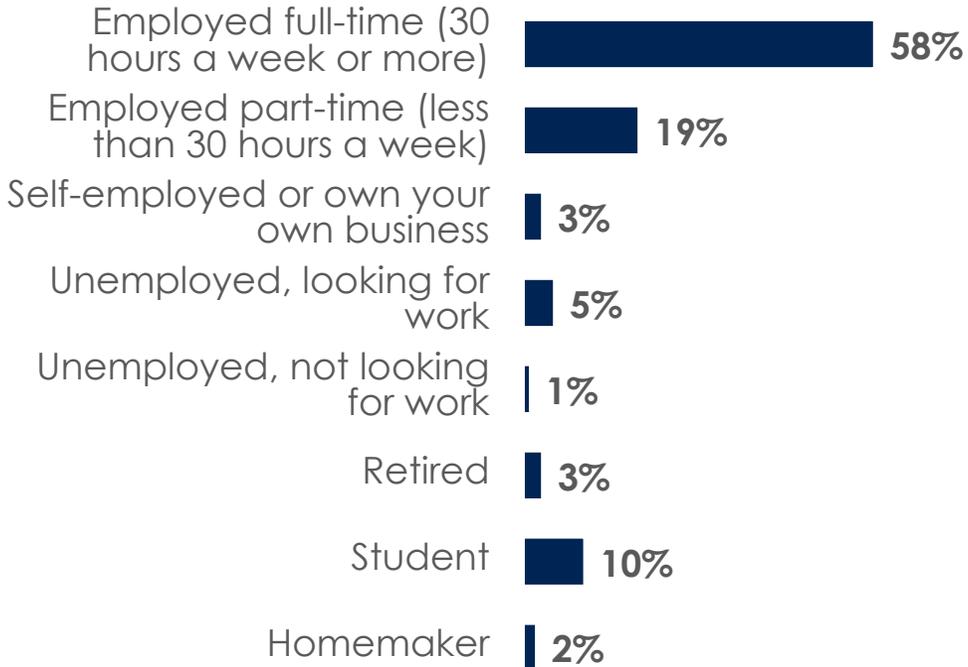
Base: Southwest Ontario (n=191)
Q15. What is your total annual household income before taxes?



Southwest Ontario: Own and Spouse/Partner's Employment Status

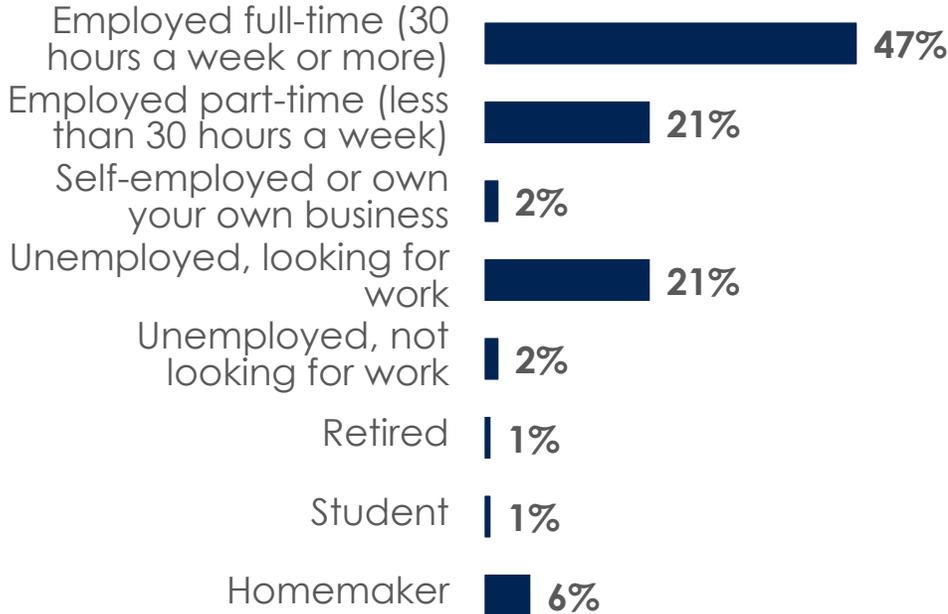
- A majority (58%) of newcomers from Southwest Ontario are employed full-time, while two in ten (19%) work part-time. One in ten (10%) are a student.
- Among newcomers in this area who are married or living common law, almost half (47%) indicate that their spouse or partner is employed full-time, while two in ten (21%) say they work part-time. Two in ten (21%) say their spouse/partner is unemployed, but looking for work.

OWN EMPLOYMENT STATUS



Base: Southwest Ontario (n=191)
Q12. What is your current employment status?

SPOUSE/PARTNER'S EMPLOYMENT STATUS

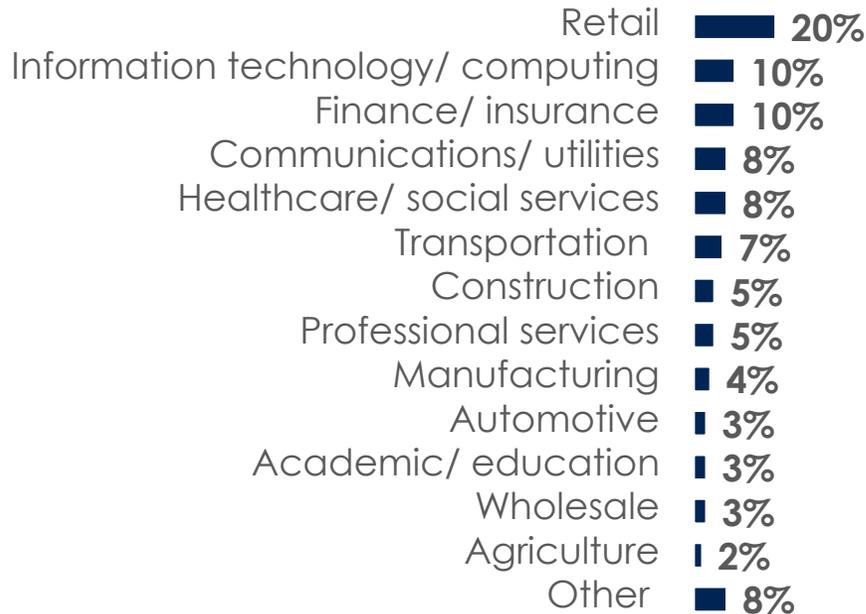


Base: Southwest Ontario married or common law (n=106)
Q17. What is your spouse or partner's current employment status?

Southwest Ontario: Industry of Employment and Satisfaction With Current Employment

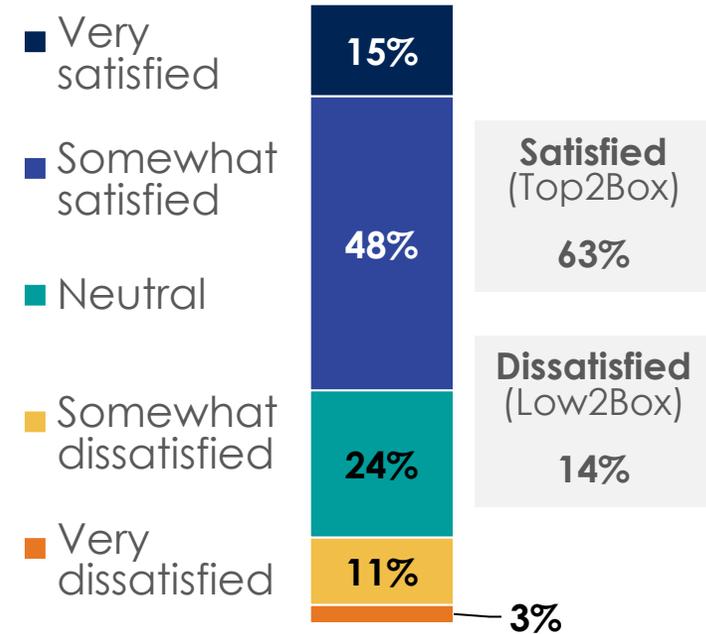
- Among newcomers in Southwest Ontario who work full- or part-time, the most commonly mentioned industry of employment is retail (20%), followed by information technology or computing (10%), finance or insurance (10%), communication or utilities (8%), healthcare or social services (8%), and transportation (7%).
- Among these, almost two-thirds (63%) express satisfaction with their current employment, with a half of these saying they are only "somewhat satisfied." Only 14 percent are dissatisfied. One-quarter (24%) have a neutral opinion.

INDUSTRY OF EMPLOYMENT (2% or more)



Base: Southwest Ontario employed full-time or part-time (n=147)
Q13. What is your current industry of employment?

SATISFACTION



Base: Southwest Ontario employed full-time or part-time (n=147)
Q14. How satisfied are you with your current employment?

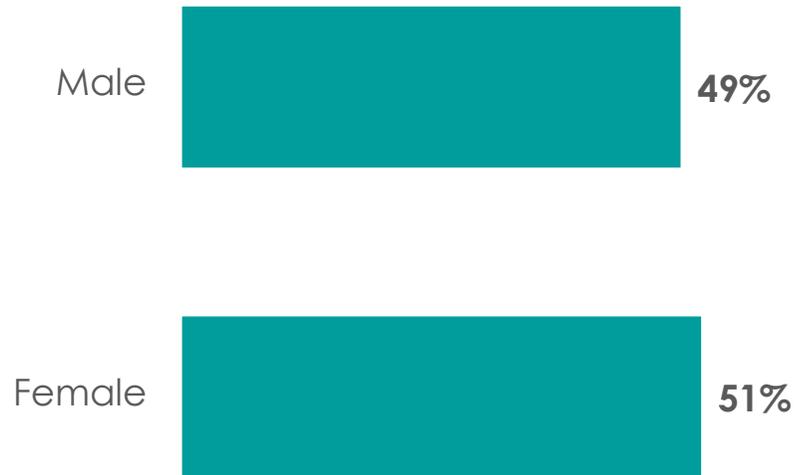
GTA: DEMOGRAPHIC PROFILE

3

GTA: Gender and Age

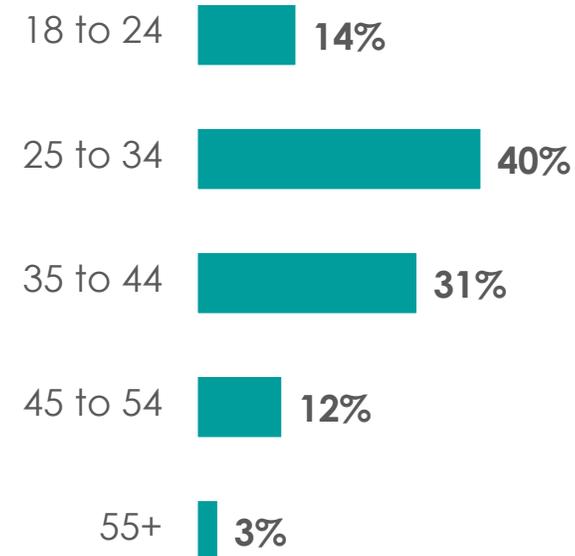
- One-half (49%) of new Canadians in the GTA are men and half are women (51%).
- Seven in ten (71%) of new Canadians in this area are between the ages of 25 and 44. The average age is 34.7.

GENDER



Base: GTA (n=186)
Q4. What is your gender identity?

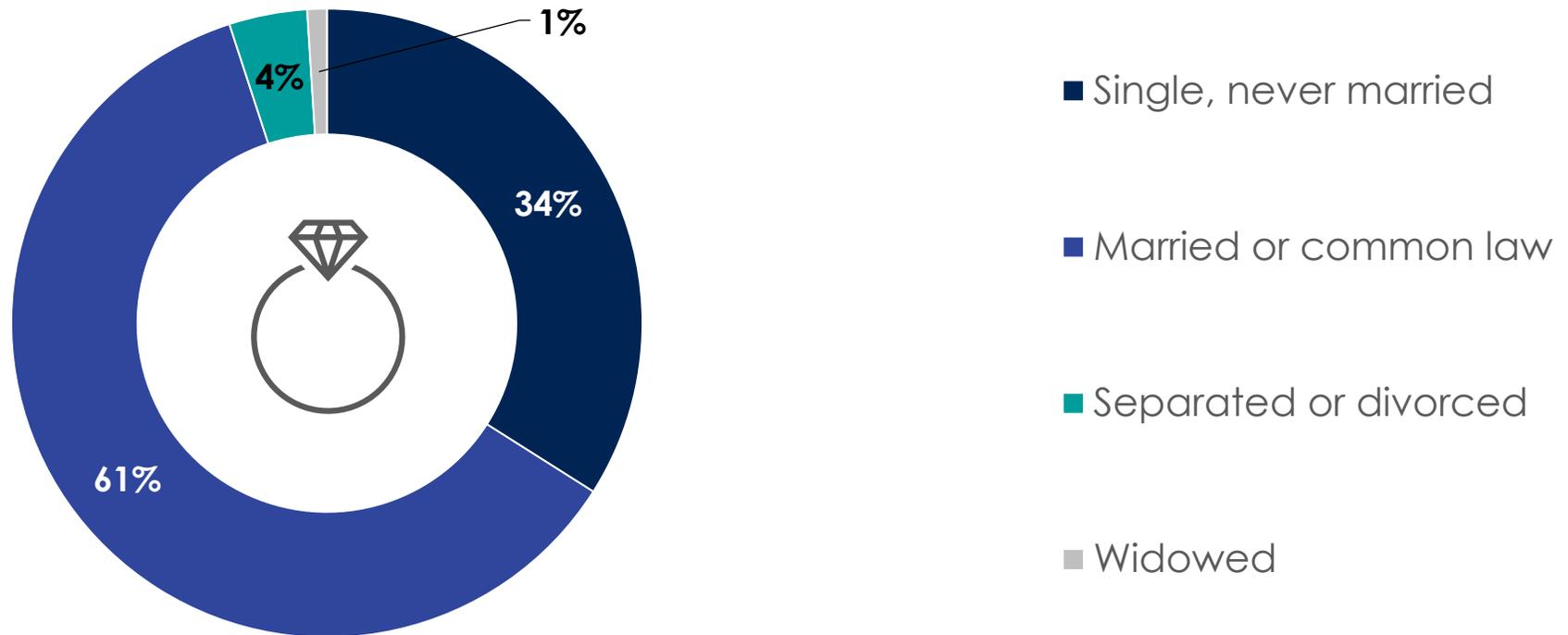
AGE



Base: GTA (n=186)
Q2. What is your birth year?

GTA: Marital Status

- Six in ten (61%) newcomers in the GTA are married or living common law, while one-third (34%) are single, never married.

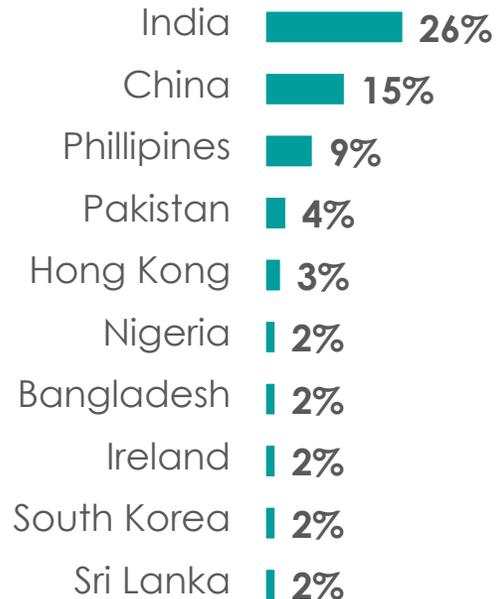


Base: GTA temporary residents (n=186)
Q16. What is your marital status?

GTA: Country of Birth and Length of residence in Canada

- The most common birth countries among newcomers in the GTA are India (26%), followed by China (15%) and the Philippines (9%).
- About four in ten each of newcomers in this area have lived in Canada four to five years (41%) or one to three years (38%), while two in ten (20%) have lived here less than one year.

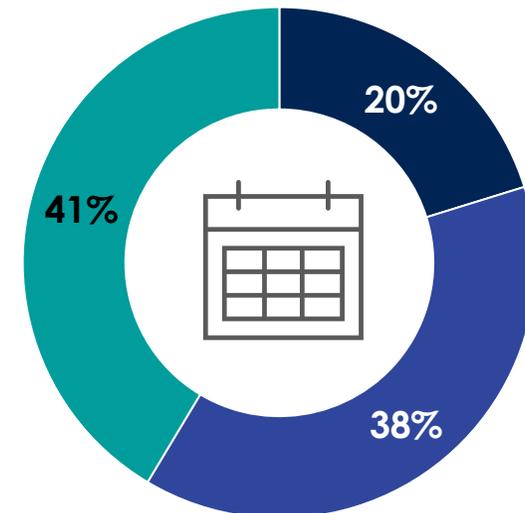
COUNTRY OF BIRTH (2% or more)



Base: GTA (n=186)
Q3. What is your country of birth?

LENGTH OF RESIDENCE IN CANADA

- Less than one year
- One to three years
- Four to five years

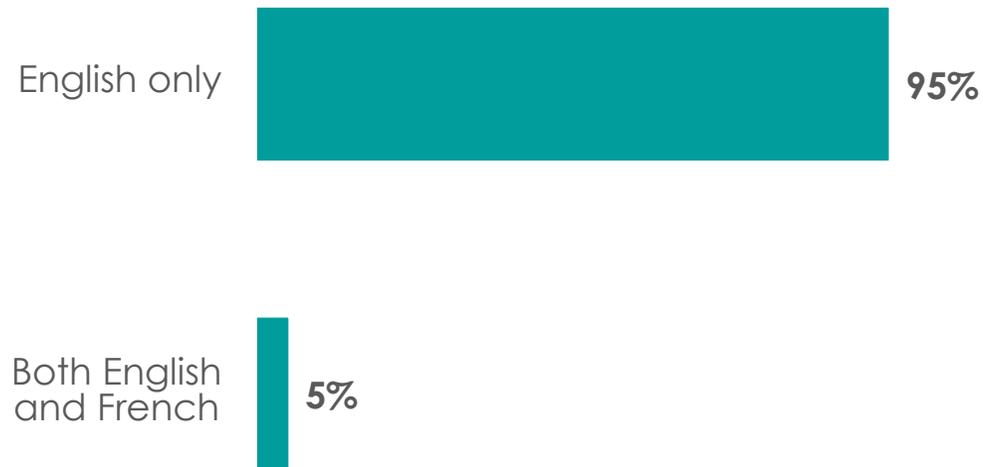


Base: GTA (n=186)
Q6. How long have you been living in Canada?

GTA: Official Languages Spoken and Ethnic or Racial Identity

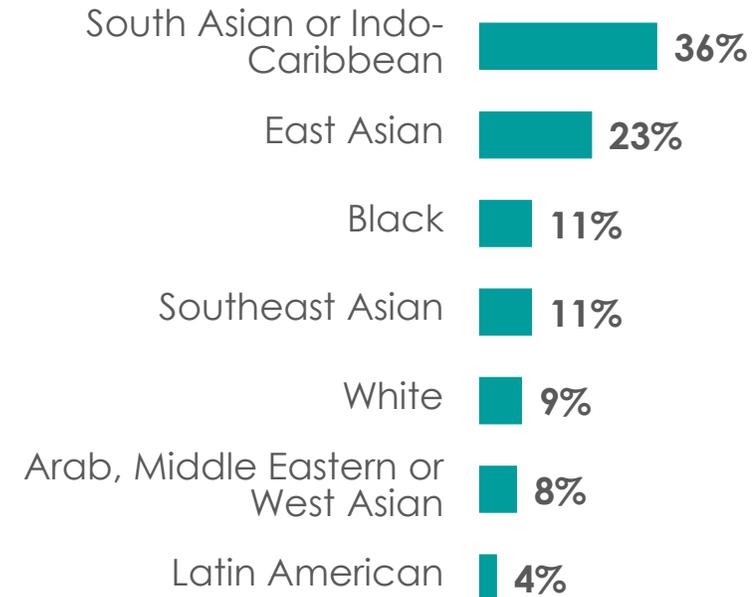
- When asked if they are able to converse in one, both or neither official language, an overwhelming majority (95%) of newcomers in the GTA indicate that they speak English only, while five percent say they can converse in both English and French.
- The most common ethnic or racial identity among newcomers in this area is South Asian or Indo-Caribbean (36%), followed by East Asian (23%).

OFFICIAL LANGUAGES SPOKEN



Base: GTA (n=186)
Q1. Are you able to conduct a conversation in one, both, or neither of Canada's official languages?

ETHNIC OR RACIAL IDENTITY



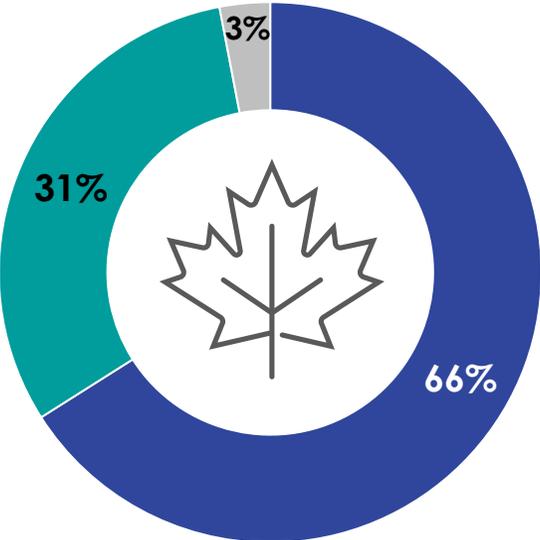
Base: GTA (n=186)
Q18. How would you describe your ethnic or racial identity?

GTA: Permanent vs. Temporary Resident

- Two-thirds (66%) of newcomers in the GTA are permanent residents, while three in ten (31%) are temporary residents.

PERMANENT VS. TEMPORARY RESIDENT

■ Permanent ■ Temporary ■ Prefer not to say



Base: GTA (n=186)
Q7. Are you a permanent or temporary resident of Canada?

GTA: Temporary Resident Profile

- Among newcomers in the GTA who are temporary residents, four in ten (42%) described their status in Canada as temporary, while 42 percent say they are a student and 11 percent say they are a temporary foreign worker. Five percent mention another status.
- A large majority (68%) of temporary residents in this area plan on applying for permanent residency.

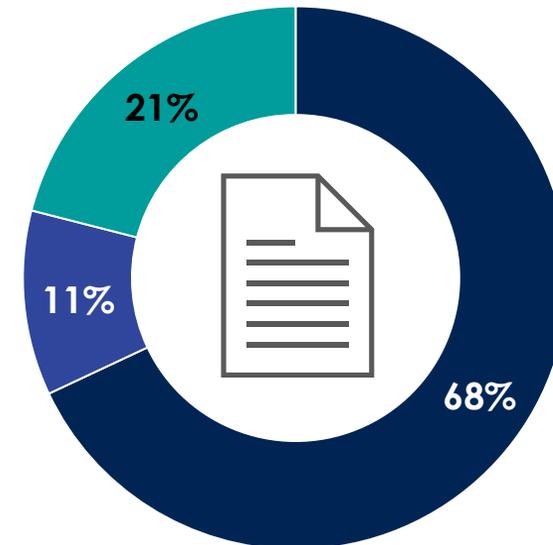
STATUS IN CANADA

- Temporary Resident
- Student
- Temporary Foreign worker
- Other



PLANS TO APPLY FOR PERMANENT RESIDENCY

- Yes
- No
- Unsure



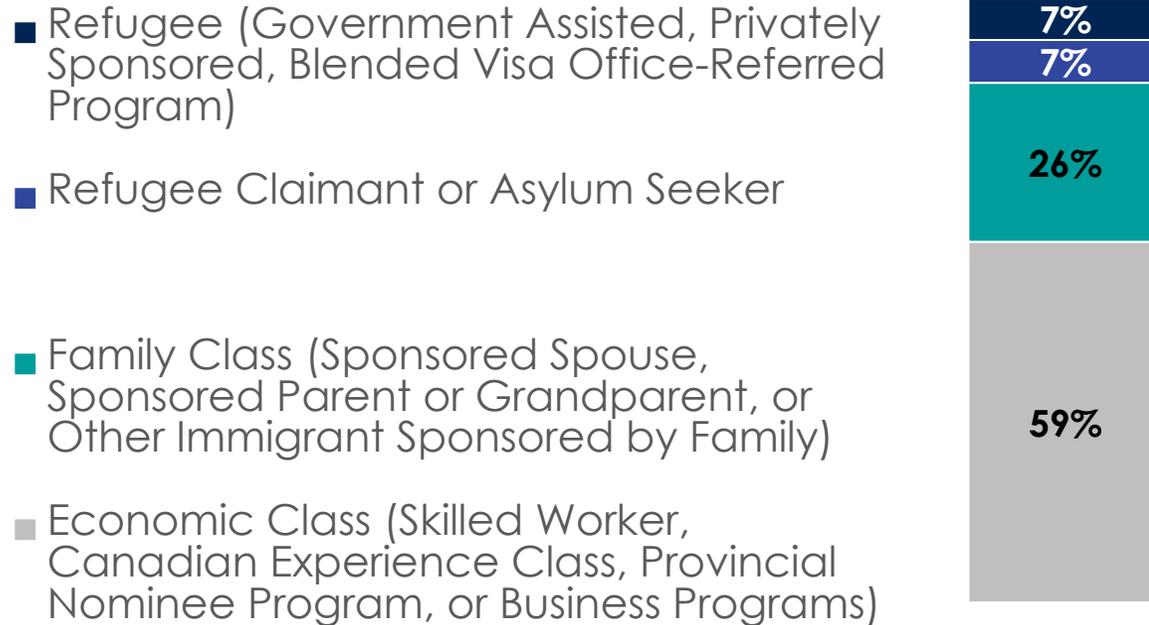
Base: GTA temporary residents (n=57*) *Small sample size
Q8. What best describes your status in Canada?

Base: GTA temporary residents (n=57*) *Small sample size
Q9. Do you intend to apply for permanent residency?

GTA: Permanent Resident Profile

- Most (59%) permanent residents in the GTA migrated to Canada in the admission category of economic class, while one-quarter (26%) are classified in the family class. Seven percent each are classified as a refugee or a refugee claimant or asylum seeker.

ADMISSION CATEGORY WHEN MIGRATING

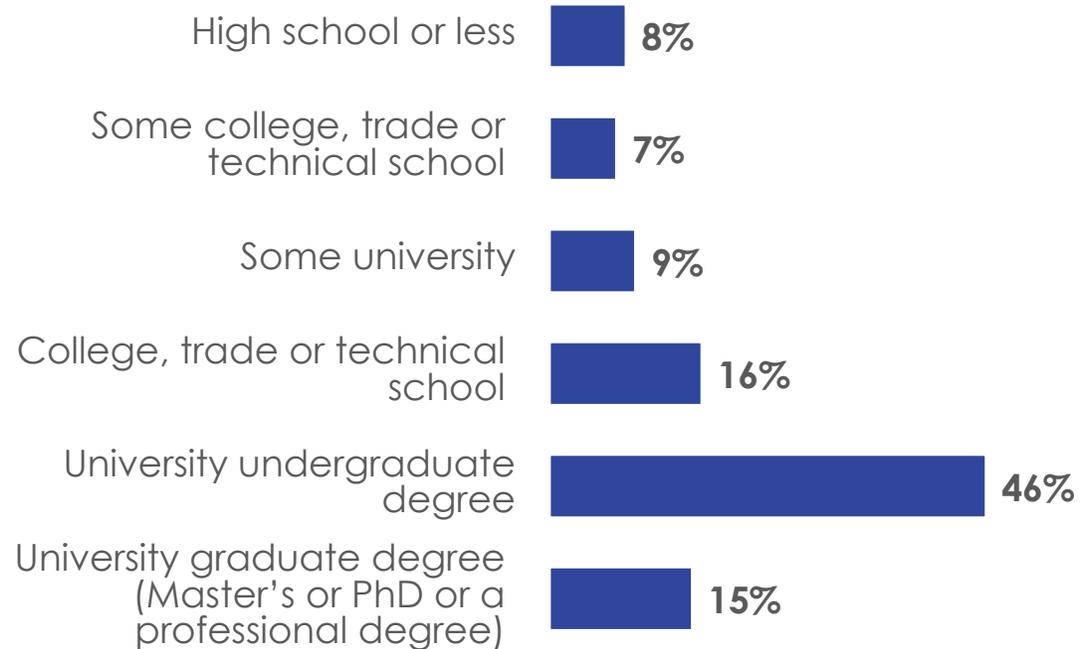


Base: GTA permanent residents (n=123)
Q10. Under which admission category did you migrate?

GTA: Education and Household Income

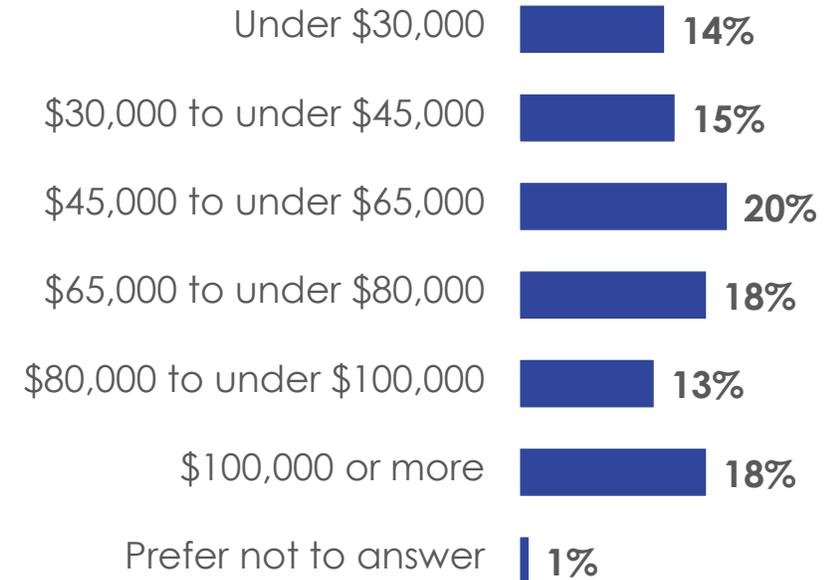
- A majority (61%) of newcomers in the GTA have an undergraduate university degree or higher.
- Three in ten (29%) indicate that they have a total household income of under \$45,000, including 14 percent who make under \$30,000. On the other end of the spectrum, 31 percent make \$80,000 or above, including 18 percent who make \$100,000 or above.

EDUCATION



Base: GTA (n=186)
Q11. What is the highest level of education you have completed?

HOUSEHOLD INCOME

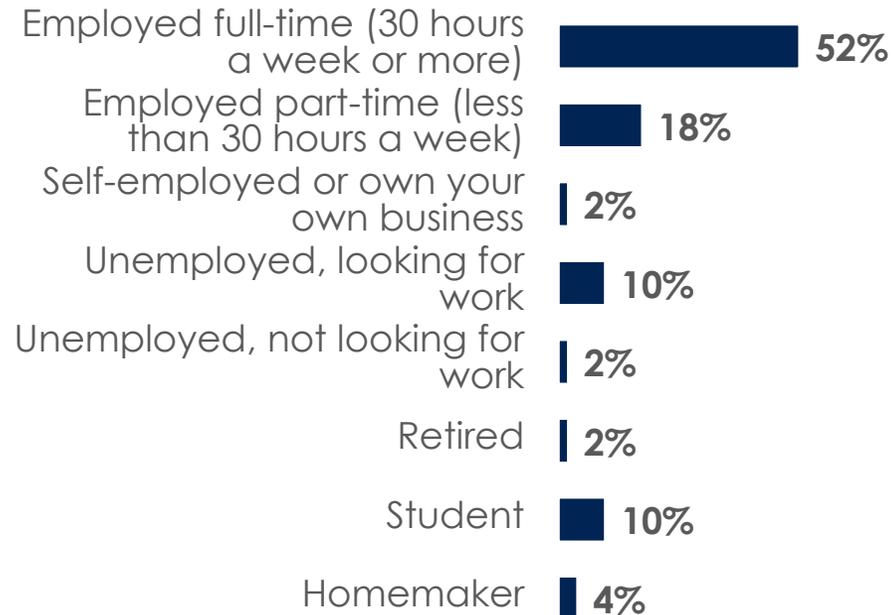


Base: GTA (n=186)
Q15. What is your total annual household income before taxes?

GTA: Own and Spouse/Partner's Employment Status

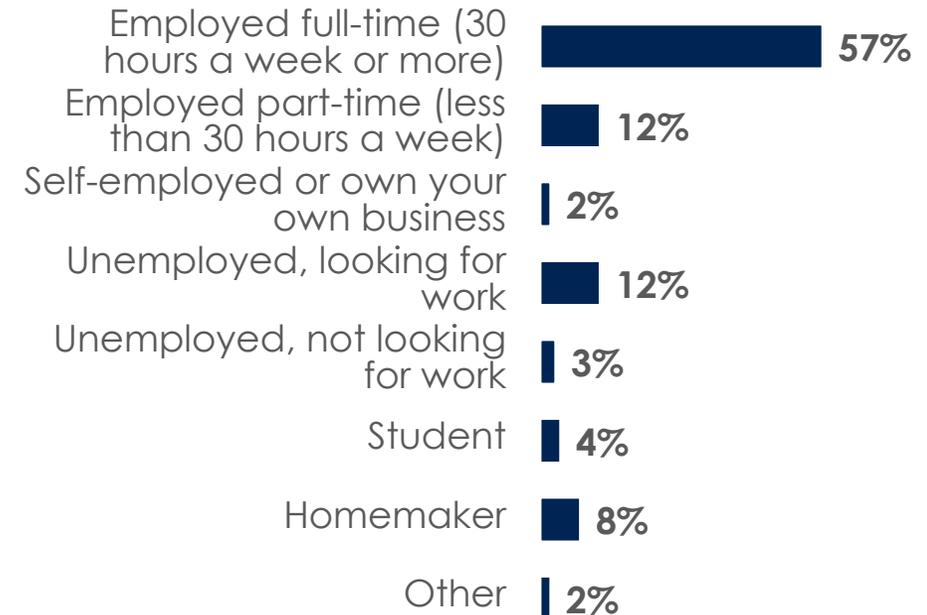
- A slight majority (52%) of newcomers from the GTA are employed full-time, while two in ten (18%) work part-time. One in ten each are unemployed, but looking for work or a student.
- Among newcomers in this area who are married or living common law, a majority (57%) indicate that their spouse or partner is employed full-time, while one in ten (12%) say they work part-time. One in ten each say their spouse/partner is unemployed but looking for work (12%) or a homemaker (8%).

OWN EMPLOYMENT STATUS



Base: GTA (n=186)
Q12. What is your current employment status?

SPOUSE/PARTNER'S EMPLOYMENT STATUS

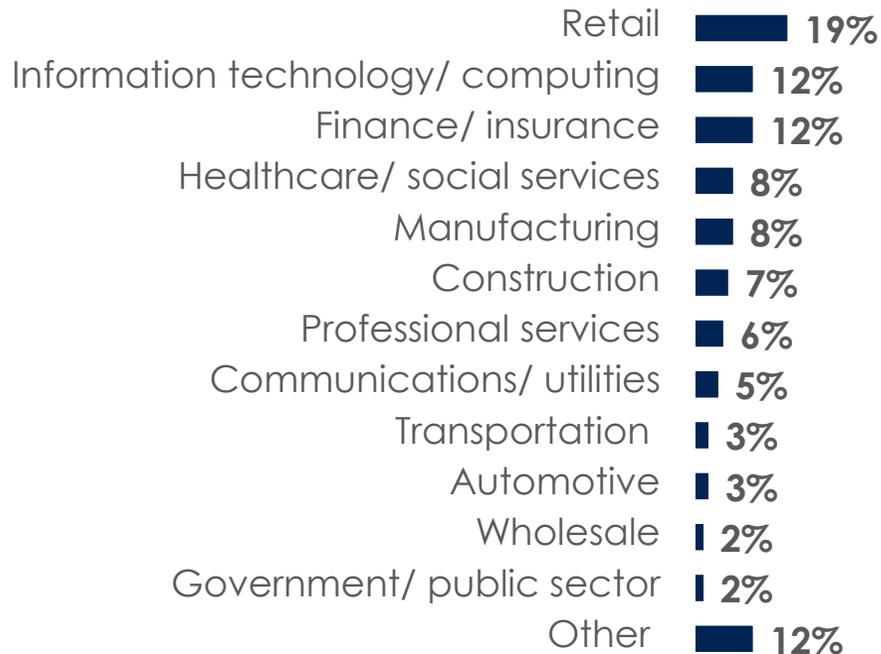


Base: GTA married or common law (n=113)
Q17. What is your spouse or partner's current employment status?

GTA: Industry of Employment and Satisfaction With Current Employment

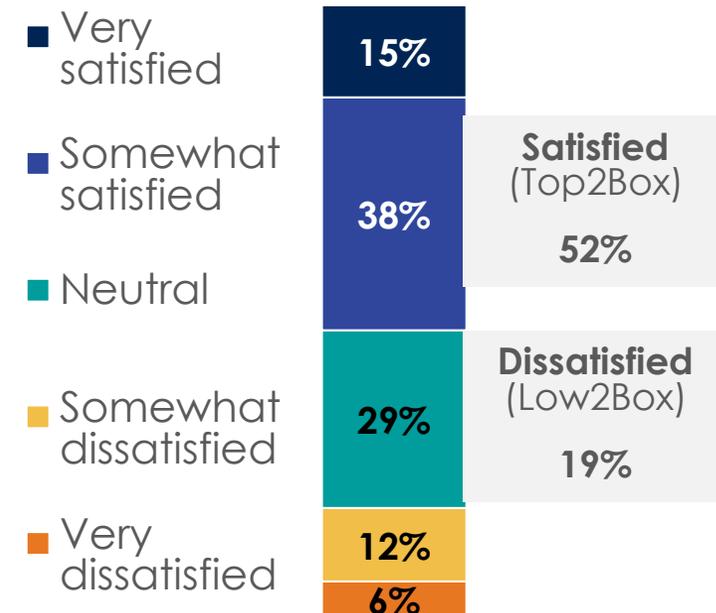
- Among newcomers in the GTA who work full- or part-time, the most commonly mentioned industry of employment is retail (19%), followed by information technology or computing (12%), and finance or insurance (12%).
- Among newcomers who work full- or part-time, a slight majority (52%) express satisfaction with their current employment, but 38 percent of these are only “somewhat satisfied.” Only two in ten (19%) are dissatisfied. Three in ten (29%) have a neutral opinion.

INDUSTRY OF EMPLOYMENT (2% or more)



Base: GTA employed full-time or part-time (n=130)
Q13. What is your current industry of employment?

SATISFACTION



Base: GTA employed full-time or part-time (n=130)
Q14. How satisfied are you with your current employment?

LONDON CMA – PERCEPTIONS OF LONDON

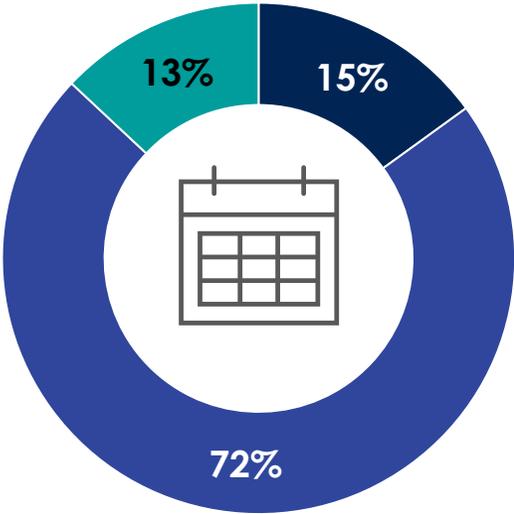
4

London CMA: Time Spent Living in London

- Most (72%) newcomers in the London CMA have lived in London between one and three years.
- Newcomers aged 18 to 24 are more likely than their older counterparts to have lived in London less than a year, while those aged 25 and older are more likely than those aged 18 to 24 to have lived in London between four and five years.

LENGTH OF RESIDENCE IN LONDON

- Less than one year
- One to three years
- Four to five years

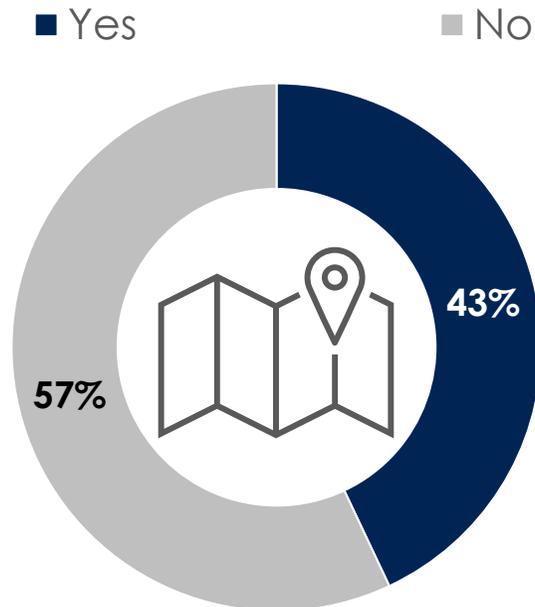


Base: London CMA (n=423)
Q20. How long have you lived in London?

London CMA: Residence Prior to Moving to London

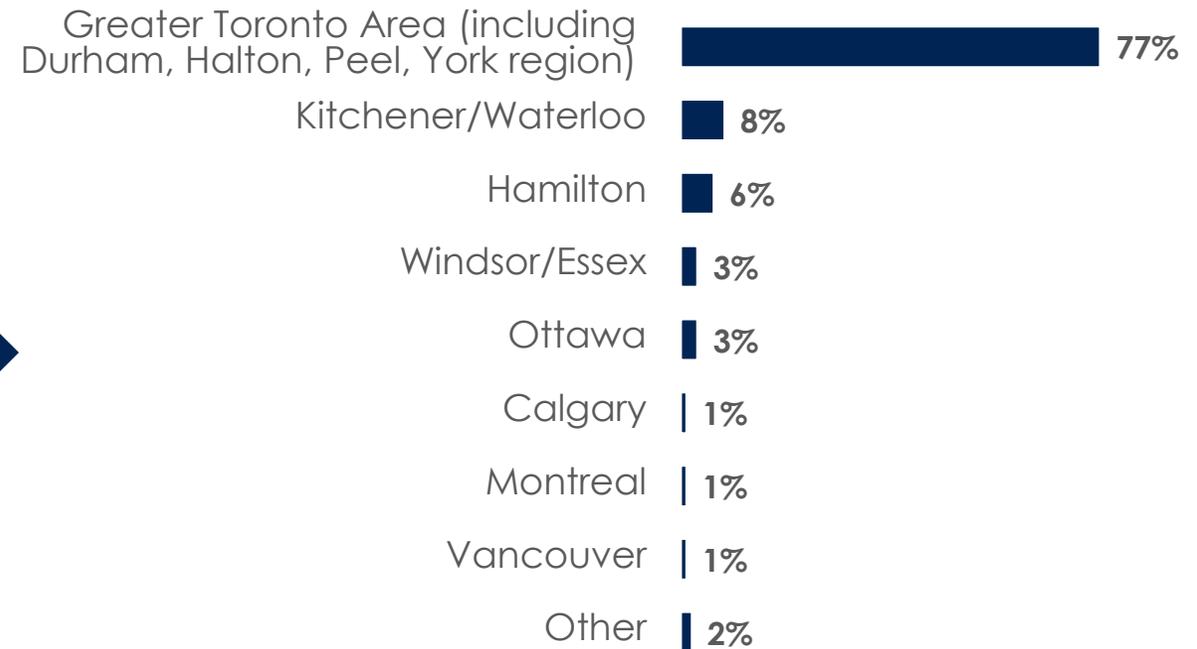
- More than four in ten (43%) newcomers who live in the London CMA indicate that they have lived elsewhere in Canada before moving to London.
- Among these, a large majority of almost eight in ten (77%) lived in the Greater Toronto Area.

LIVED ELSEWHERE IN CANADA PRIOR TO LONDON?



YES

LOCATION LIVED PRIOR TO LONDON

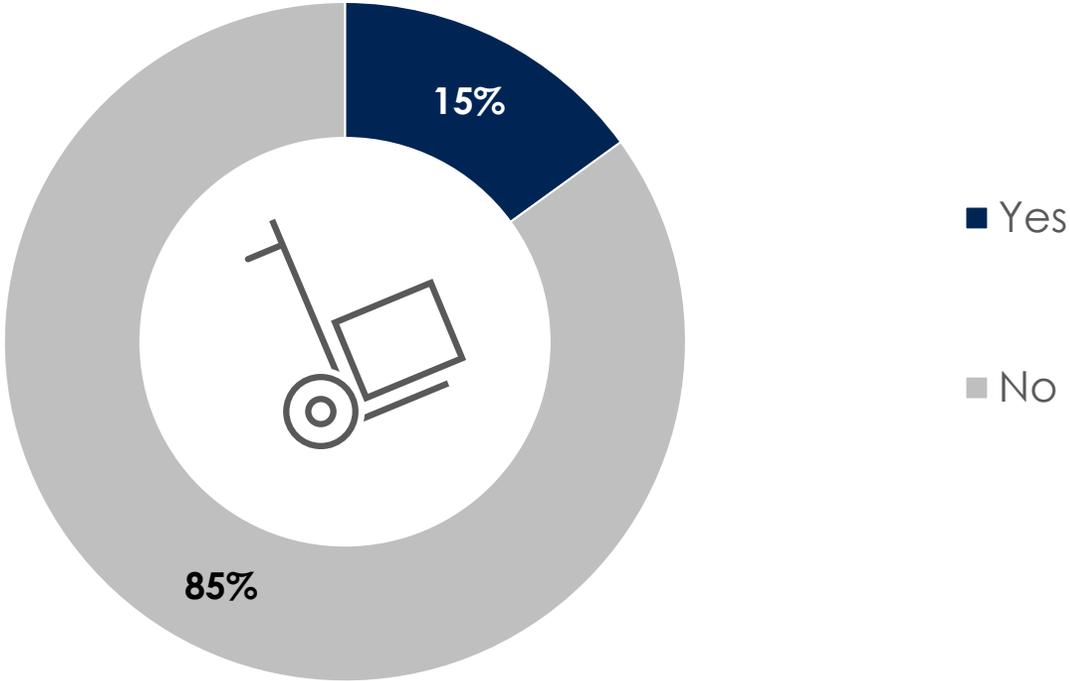


Base: London CMA (n=423)
Q21. Did you live elsewhere in Canada before moving to London?

Base: London CMA lived elsewhere in Canada (n=182)
Q22. Where did you live before moving to London?

London CMA: Plans to Move

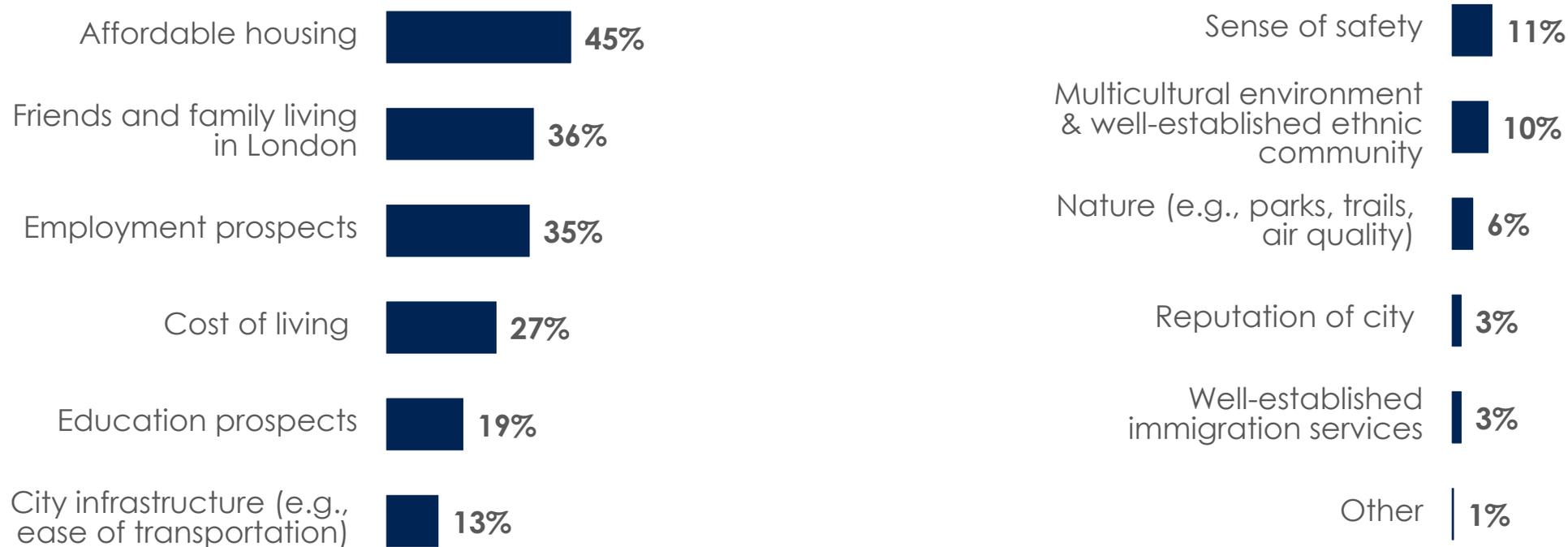
- Only 15 percent of newcomers in the London CMA plan to move somewhere else. Permanent residents who immigrated to Canada in the economic class category are more than twice as likely than those in the category of family class to report planning to move somewhere else (16% vs. 7%).



Base: London CMA (n=423)
Q23. Do you plan to move somewhere else?

London CMA: Primary Reason For Moving to London

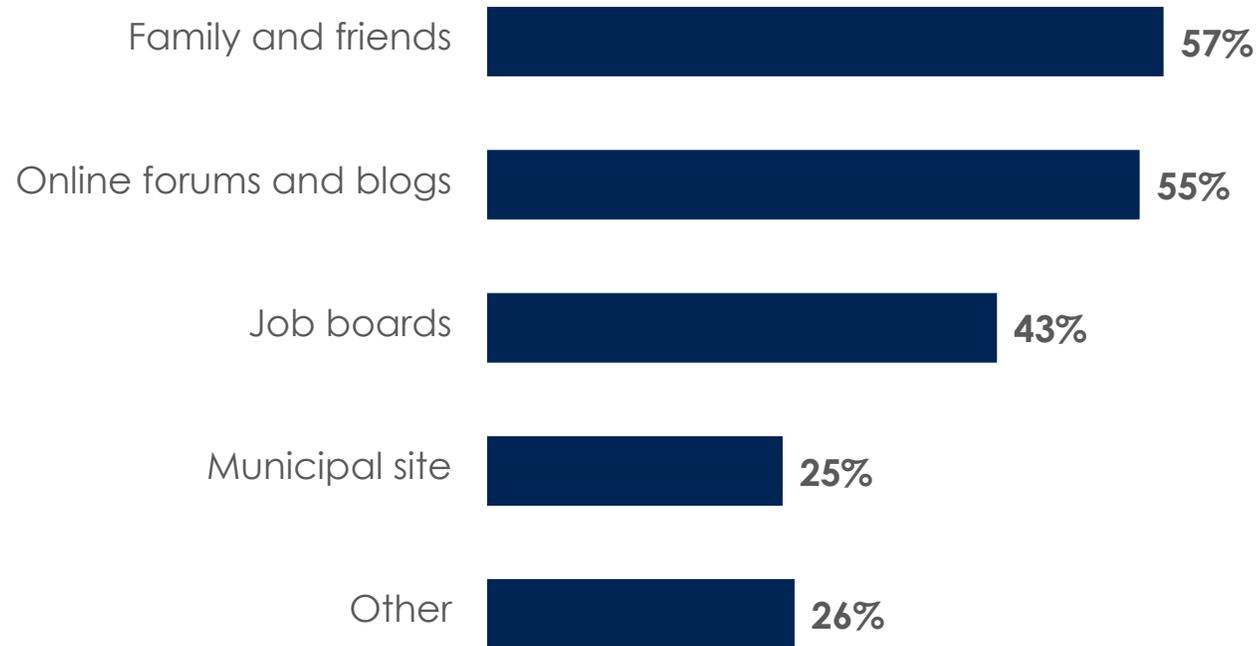
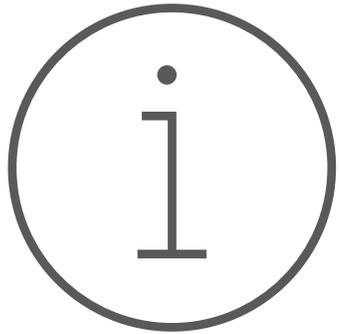
- When newcomers in the London CMA are presented with a list of reasons for moving to London, affordable housing, followed by friends and family living in London, employment prospects and cost of living are the top reasons for moving to London.
- Permanent residents are more likely than temporary residents to mention affordable housing, friends and family living in London and employment prospects, while temporary residents are more likely to cite education prospects.
- Married newcomers are more likely than those who are single to cite cost of living, affordable housing, and friends and family living in London as the primary reasons for moving to London, while single people are more likely than their married counterparts to mention education prospects.



Base: London CMA (n=423)
Q24. What is the primary reason you moved to London?

London CMA: Resources Used in Decision to Move to London

- When newcomers in the London CMA are presented with a list of resources, family and friends or online forums and blogs top the list of resources they used to make their decision to move to London. A sizeable number also used job boards or the municipal site.
- Newcomers under the age of 55 are more likely than their older counterparts to have used online forums and blogs. Married people are more likely than those who are single to have relied on family and friends, while single people are more likely than their married counterparts to have used online forums and blogs.

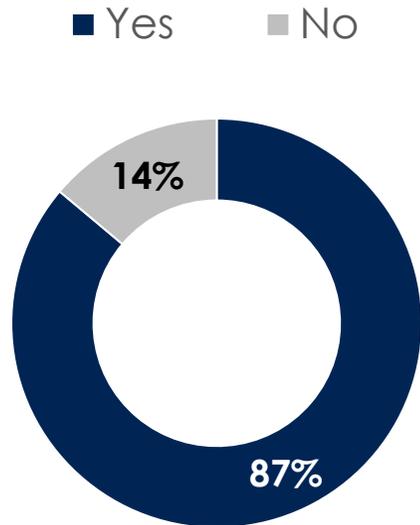


Base: London CMA (n=423)
Q25. What resources did you use in making your decision to move to London?

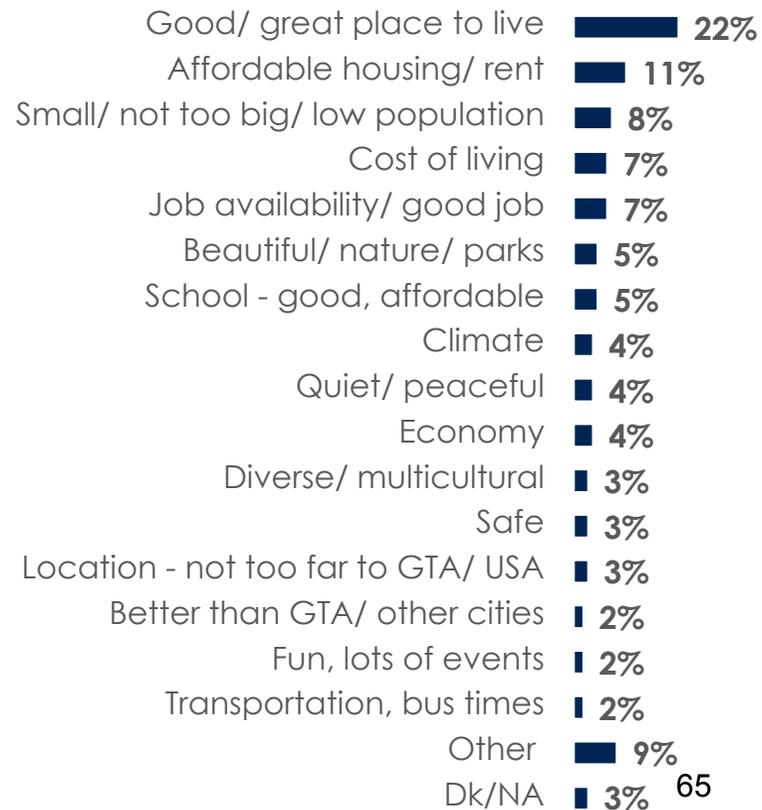
London CMA: London Meeting Expectations

- An overwhelming majority (87%) of newcomers in the London CMA say London met their expectations.
- Among those who say London met their expectations, the top reason is it's a good or great place to live (22%), followed by affordable housing or rent (11%).
- Among those who say London does not meet their expectations, the top reasons are high cost of living and housing (28%), unemployment (21%), harsh winters (18%), and lack of social life or feeling isolated (16%).

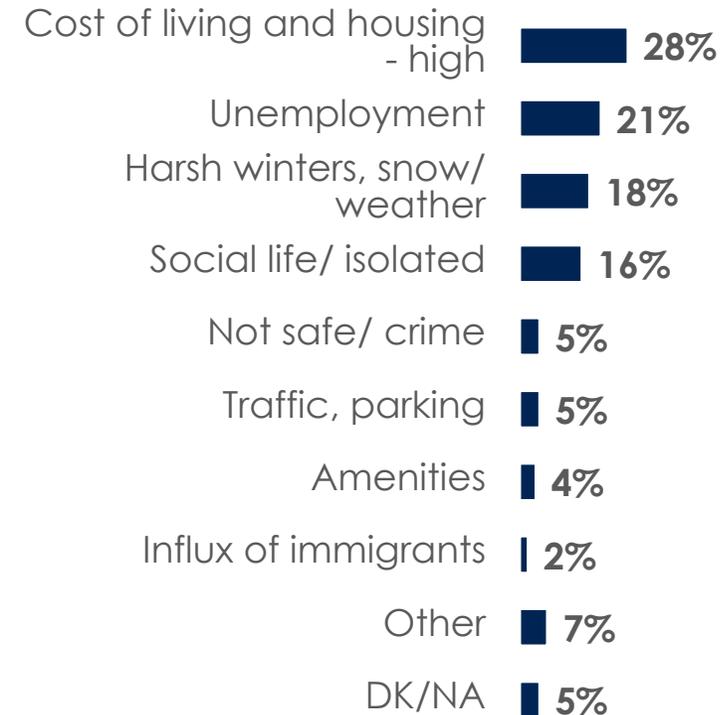
LONDON MEETING EXPECTATIONS



YES



NO

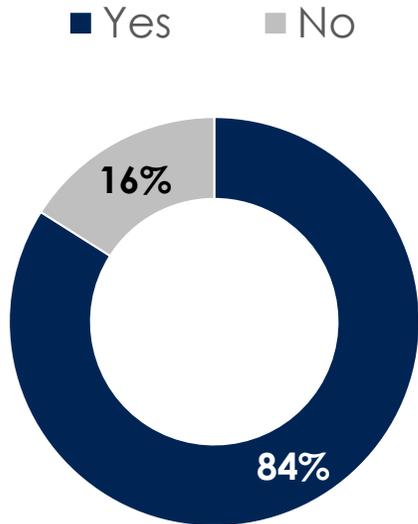


Base: London CMA (n=423)
Q26. Did London meet your expectations?

London CMA: Future Plans

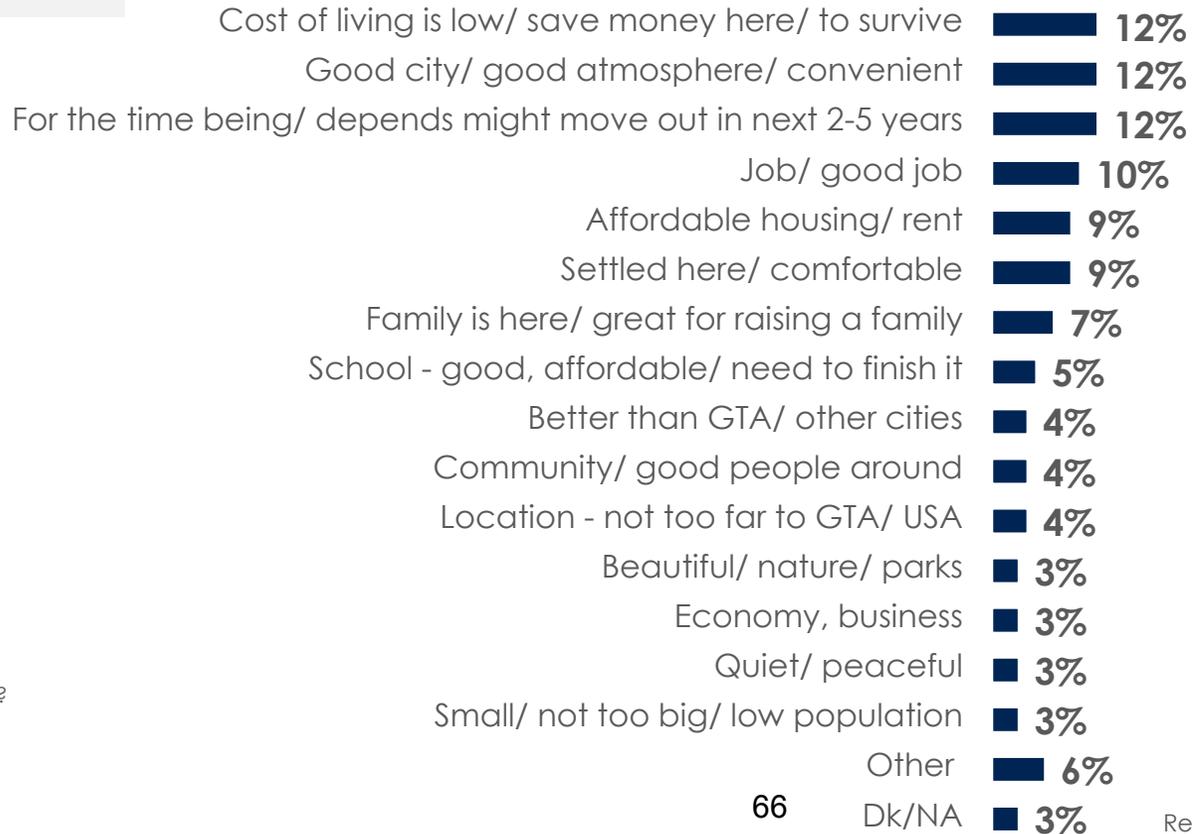
- An overwhelming majority (84%) of newcomers in the London CMA plan to stay in London.
- The top reasons for planning to stay in London are: low cost of living/saving money (12%), good city/good atmosphere/convenient (12%), staying here for the time being/might move within the next 2 to 5 years (12%), have a job/good job (10%), affordable housing or rent (9%), and feeling settled in London/comfortable (9%).
- The top reason for planning to leave London is the preference to live somewhere else (32%), followed by unemployment/fewer job opportunities/low salaries (17%), and cost of living/housing being high/rising (15%).

PLAN TO STAY IN LONDON

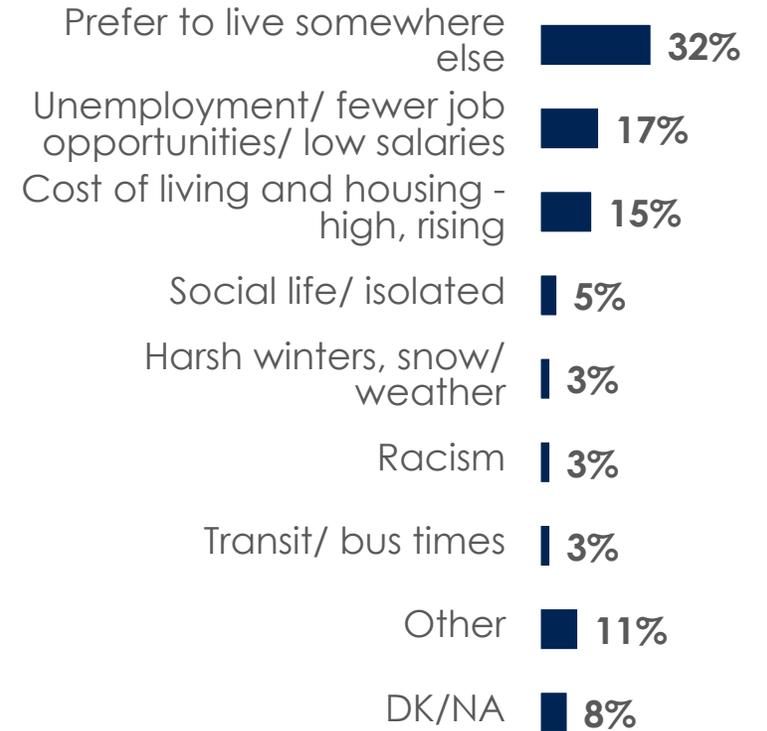


Base: London CMA (n=423)
 Q27. Are you planning to stay in London?
 Q28. Why or why not?

WHY?



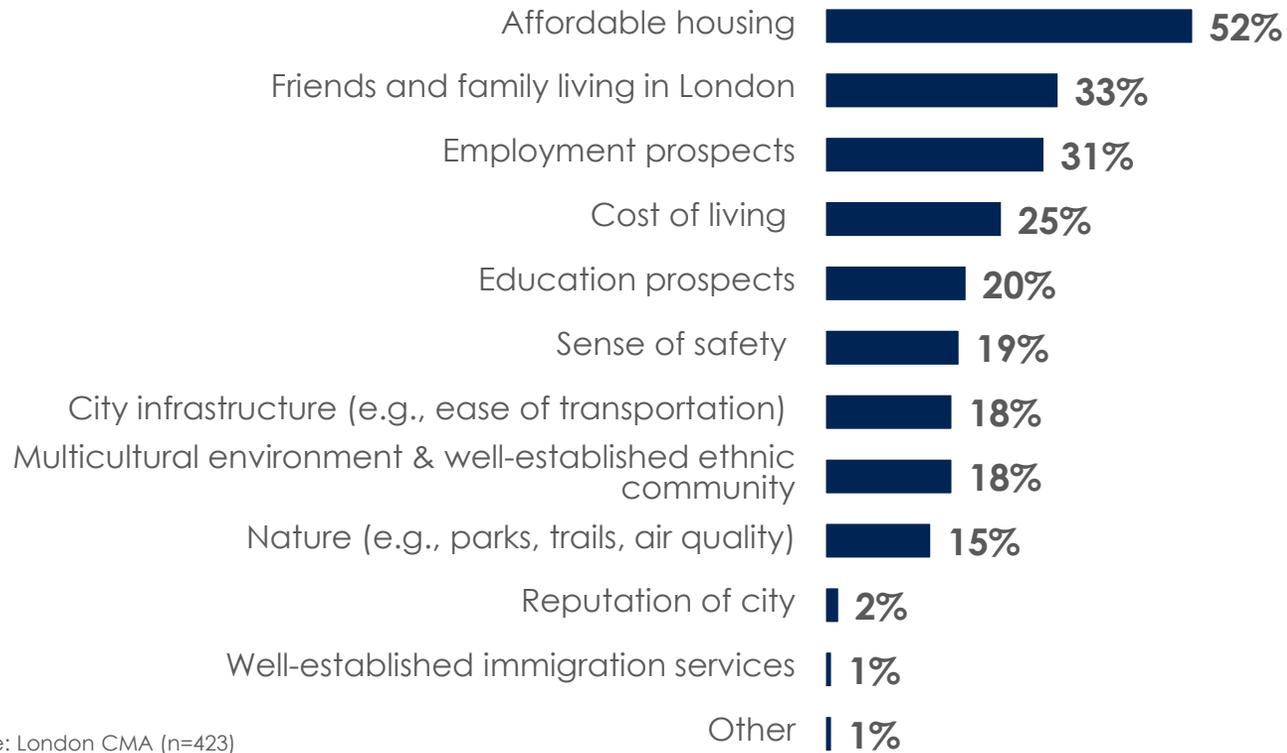
WHY NOT?



Responses <3% not shown on graphs.

London CMA: Most Liked Aspects About Living in London

- When newcomers living in the London CMA are presented with a list of aspects of London, and asked what they most like about living in the City, affordable housing is the most liked aspect about living in London (52%). Sizeable proportions also mention friends and family living in London (33%), employment prospects (31%), and cost of living (25%).
- Those aged 25 and older are more likely than those aged 18 to 24 to mention friends and family living in London. Those who have lived in Canada less than one year are more likely than those who have lived here longer to mention a sense of safety or education prospects. Those who are permanent residents are more likely than temporary residents to mention affordable housing, City infrastructure, or friends and family living in London, while temporary residents are more inclined to cite education prospects.



Base: London CMA (n=423)
Q29. What did you like most about living in London?

London CMA: Most Disliked Aspects About Living in London

- When newcomers living in the London CMA are presented with a list of aspects of London, and asked what they most dislike about living in the City, inadequate employment prospects is the most disliked aspect about living in London (31%). Sizeable proportions also mention lack of a sense of safety (20%), racism or discrimination (20%), inadequate city infrastructure (19%), and friends and family living elsewhere (18%).
- Men are more likely than women to mention inadequate immigration services and racism or discrimination. Married newcomers are more likely than those who are single to mention inadequate employment prospects, while single people are more likely than their married counterparts to cite inadequate immigration services.



Base: London CMA (n=423)
Q30. What do you dislike the most about living in London?

London CMA: Aspects That Would Increase Community Satisfaction

- When asked to choose from a list of items if there is anything that would increase their level of satisfaction with the community, the most commonly mentioned factor is employment prospects (54%). Sizeable proportions mention affordable housing (33%), sense of safety (22%), cost of living (22%), and City infrastructure (20%).
- Men are more likely than women to mention employment prospects. Temporary residents are more likely than permanent residents to mention employment prospects. Single people are more likely than those who are married to mention affordable housing.



Base: London CMA (n=423)
Q31. Is there anything that would increase your level of satisfaction with the community?

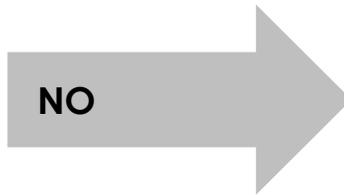
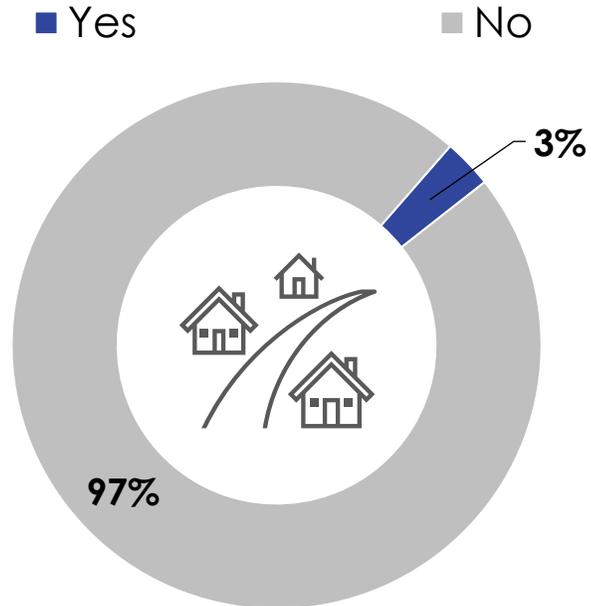
SOUTHWEST ONTARIO AND GTA – PERCEPTIONS OF LONDON

5

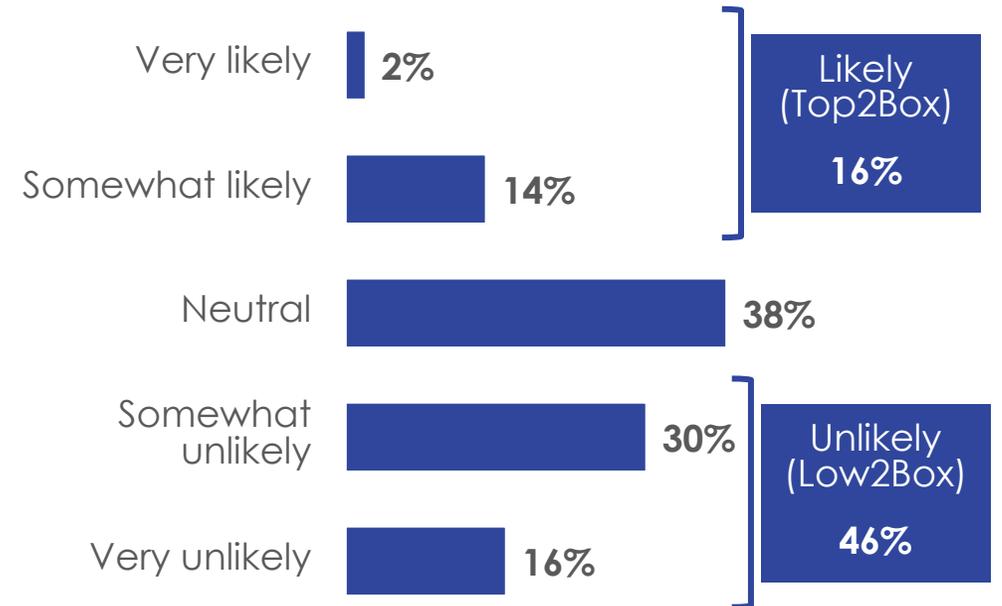
Southwest Ontario: Ever Lived and Likelihood to Live in London

- An almost unanimous number (97%) of newcomers in Southwest Ontario indicate that they have never lived in London. As noted earlier, for the purposes of this survey Southwest Ontario excludes London.
- Among these, about two in ten (16%) say they are likely to move to London, but only 2 percent are “very likely” to make this move (2% rebased on the full base of n=191).

HAVE EVER LIVED IN LONDON?



LIKELIHOOD TO MOVE TO LONDON



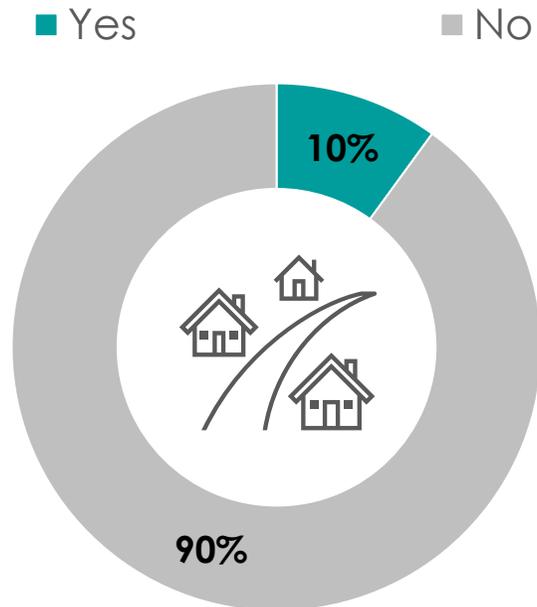
Base: Southwest Ontario (n=191)
Q32. Have you ever lived in London?

Base: Southwest Ontario have not ever lived in London (n=186)
Q33. How likely are you to move to London?

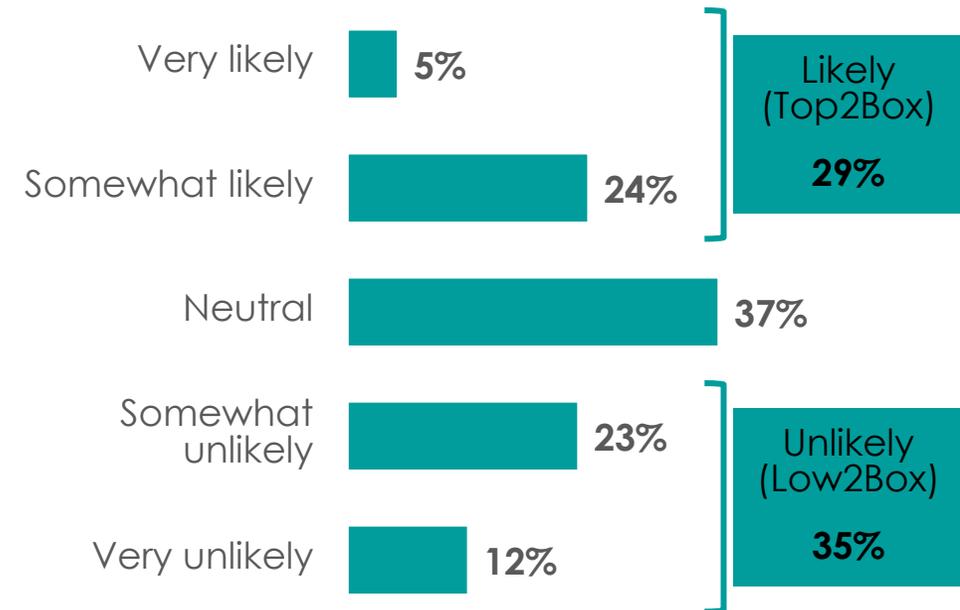
GTA: Ever Lived and Likelihood to Live in London

- An overwhelming majority of newcomers in the GTA indicate that they have never lived in London.
- Among these, about three in ten (29%) say they are likely to move to London, but only 5 percent are “very likely” to make this move (4% rebased on the full base).

HAVE EVER LIVED IN LONDON?



LIKELIHOOD TO MOVE TO LONDON



Base: GTA (n=186)
Q32. Have you ever lived in London?

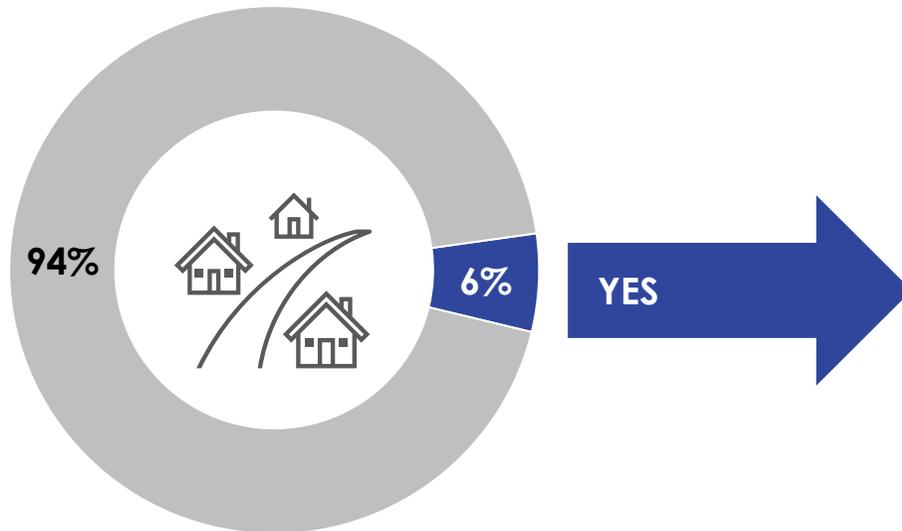
Base: GTA have not ever lived in London (n=167)
Q33. How likely are you to move to London?

Southwest Ontario & GTA: London Residence and Time Spent Living in London

- A very small proportion (6%) of newcomers in Southwest Ontario and GTA have ever lived in London.
- This group was asked about the duration of their residency in London. Their responses are shown in the chart on the right.

HAVE EVER LIVED IN LONDON?

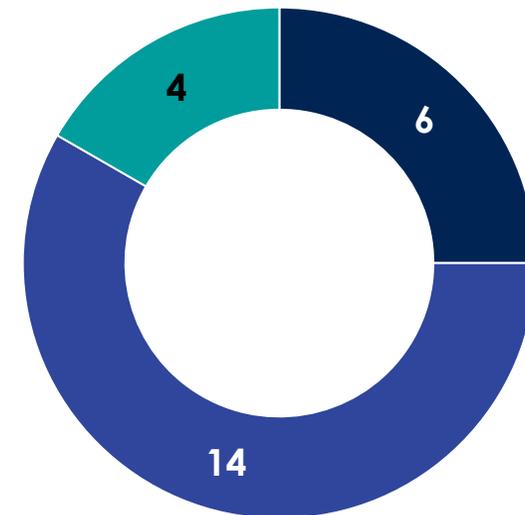
■ Yes ■ No



Base: Southwest Ontario and GTA (n=377)
Q32. Have you ever lived in London?

TIME SPENT LIVING IN LONDON

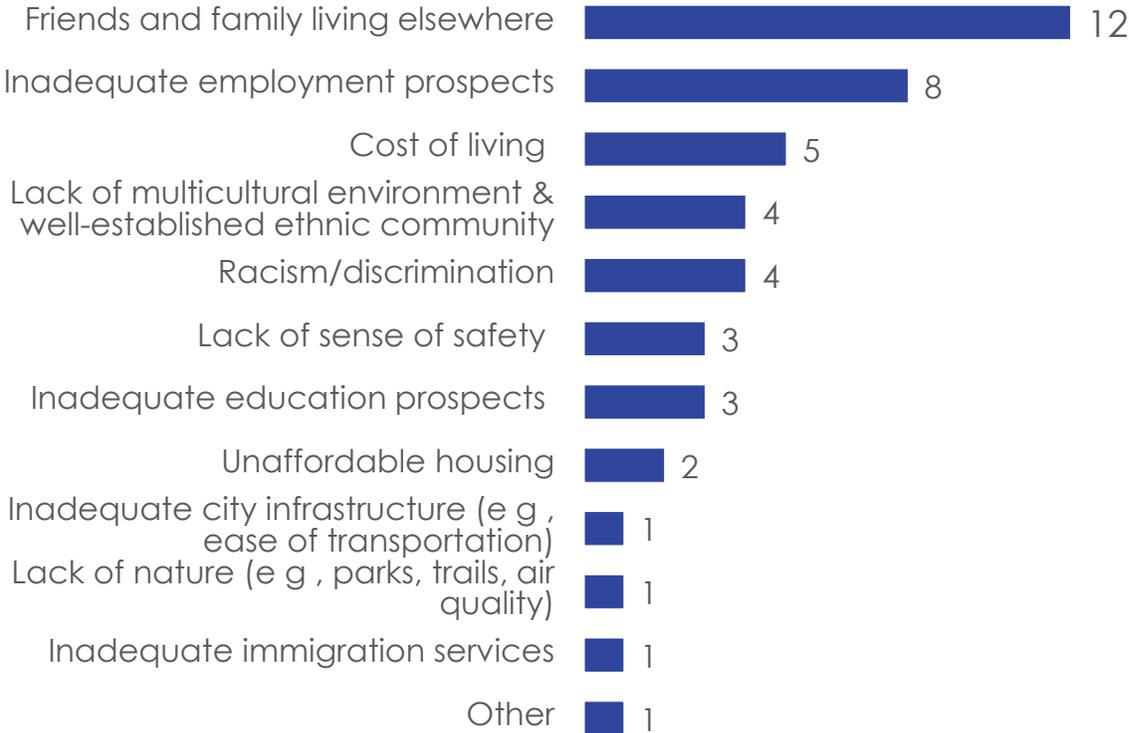
■ Less than one year ■ One to three years ■ Four to five years



Base: Southwest Ontario and GTA have previously lived in London (n=24**)
Q34. How long did you live in London?

Southwest Ontario & GTA: Primary Reason For Leaving London

The very small number of newcomers in Southwest Ontario and GTA who have previously lived in London were presented with a list of reasons they may have left the City, Their responses are presented in the chart below.



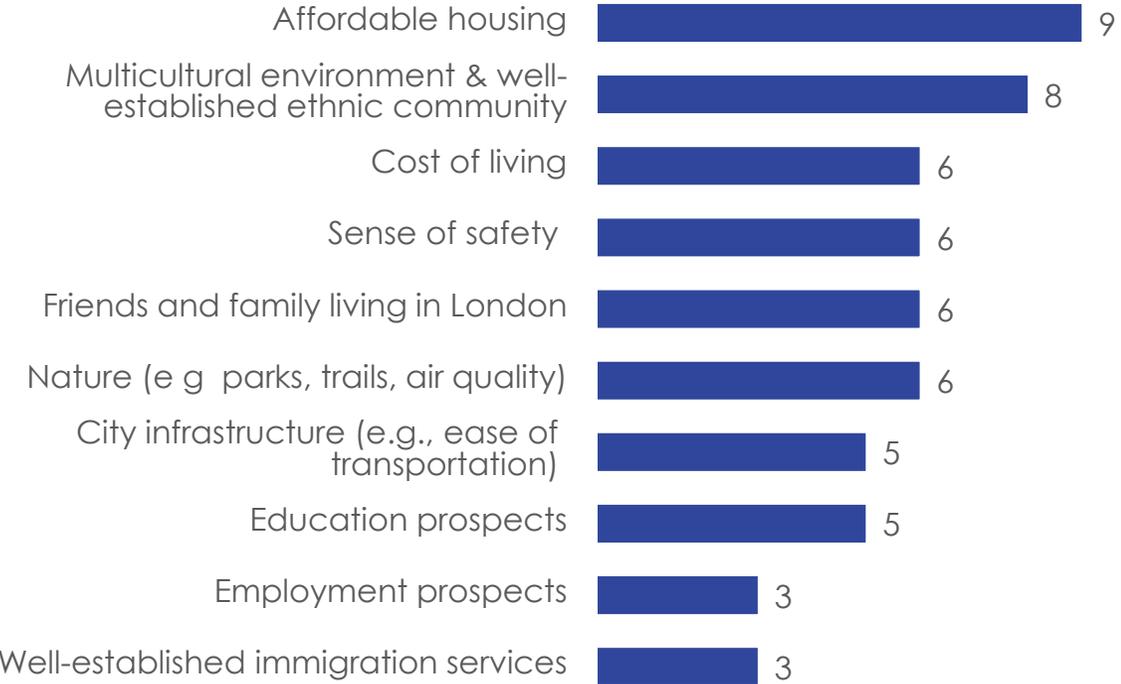
Base: Southwest Ontario and GTA have previously lived in London (n=24**) Q35. What is the primary reason you left London?

**This data should be treated with caution due to extremely small base sizes.
74



Southwest Ontario & GTA: Most Liked Aspects About Living in London

The very small number of newcomers in Southwest Ontario and GTA who have previously lived in London are presented with a list of aspects of living in London and asked what they most liked about the City, Their responses are shown in the chart below.



Base: Southwest Ontario and GTA have previously lived in London (n=24**) Q36. What did you most like about living in London?

**This data should be treated with caution due to extremely small base sizes.
75



Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Lynne Livingstone, City Manager
Subject: Completion of Downtown Camera Program and Code of Practice Information Report
Date: June 13, 2023

Recommendation

That, on the recommendation of the City Manager, the following actions be taken with respect to the completion of the Downtown Camera Program,

- a) The following information on Civic Administration's approach for the completion of the Downtown Camera Program BE RECEIVED
- b) The revised London Downtown Closed-Circuit Television (CCTV) Program Code of Practice BE APPROVED

Executive Summary

Since 2001, the City of London has operated a Closed-Circuit Television (CCTV) system in the downtown core (the Core) in efforts to encourage positive behaviour and promote community and neighbourhood safety. As part of the Program, a Code of Practice was drafted in order to conform with MFIPPA and, the guidance and best practices outlined in the Information and Privacy Commissioner of Ontario's document entitled "Guidelines for the Use of Video Surveillance". The Code of Practice was recently reviewed and updated by the London Downtown CCTV Advisory Committee, who is seeking Council's approval of the amendments.

Currently, there are 17 cameras operating in the Core, however there are significant swaths of the Core that lack of coverage. Based on the findings of a 2021 security audit, Civic Administration propose an additional 40 cameras be installed on 20 intersections in the core area to complete the Downtown Monitored Surveillance Camera Program (DMSCP or the "Program"). Completing CCTV coverage in the Core can assist London police as an investigational tool in the event of a crime and also deter criminal acts and increase public perceptions of safety.

Linkage to the Corporate Strategic Plan

This report supports the 2023-2027 Strategic Plan in the following areas:

Well-Being and Safety

- London has safe, vibrant, and healthy neighbourhoods and communities.

Safe London for Women, Girls and Gender Diverse and Trans People

- The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Economic Growth, Culture and Prosperity

- London's Core Area (Downtown, Midtown, Old East Village) is a vibrant neighbourhood and attractive destination.

Climate Action and Sustainable Growth

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

Well-Run City

- Londoners experience good stewardship, exceptional and valued service.

Analysis

1.0 Background Information

The Downtown Monitored Surveillance Camera Program (DMSCP or the "Program") has been operating in the Core for 17 years. The program became fully operational on November 15, 2001 after 16 surveillance cameras were installed in the downtown area. One (1) additional camera was added in 2009 (Angel Street/Richmond Street) due to an audit recommendation, crime analysis and Council approval in late 2008.

In 2021, an additional security audit was conducted by Globe Risk International and identified that the Program should be completed as a critical safety recommendation. Completion of the Program was identified as a way to discourage negative behaviour and promote public safety.

1.1 Previous Reports Related to this Matter

- June 7, 2022- Strategic Priorities and Policy Committee- Core Area Action Plan: 2022 One-Time Program Enhancements
- March 8, 2022 - Strategic Priorities and Policy Committee - Core Area Action Plan 2021 Review
- November 30, 2021 - Strategic Priorities and Policy Committee - Strategy to Reduce Core Area Vacancy
- May 18, 2021 - Strategic Priorities and Policy Committee – Comprehensive Report on Core Area Initiatives
- July 14, 2020 - Strategic Priorities and Policy Committee - Core Area Action Plan
- 2020 Progress Update
- October 28, 2019 - Strategic Priorities and Policy Committee - Core Area Action Plan
- June 18, 2019 – Community and Protective Services Committee – Downtown Monitored Surveillance Camera Annual Report

2.0 Discussion and Considerations

2.1 Work to Date

Internal discussions between Security Services and the Core Area Action Team identified the completion of the Program as a priority based on the recommendations set out in the Safety Audit. In conjunction with the Spotlight Program, a Core Area initiative where businesses with storefront security cameras can register their cameras with the City of London, CCTV cameras and associated signage can act as a deterrent to negative behaviour. Civic Administration have identified 20 intersections for CCTV placement to complete the Program and maximize coverage in the Core.

The London Downtown CCTV Advisory Committee was established to provide an additional layer of oversight for the program, and ensure the program is meeting all privacy regulations. An annual evaluation of the program and Code of Practice is presented to the Advisory Committee and to City Council.

The Advisory Committee reviewed the Code of Practice and determined that revisions were required. As per Section 5 of the Code:

“The Code of Practice will be revised, as required, with the approval of the Municipal Council in order to account for developments in the interpretation of the provisions of relevant data protection legislation, developments in technology, and feedback from the Advisory Committee.”

The amended Code of Practice is attached to this report as Schedule “A”.

2.2 Next Steps

Security Services staff will work with Procurement Services to complete a competitive procurement process in accordance with the City’s Procurement of Goods and Services Policy to secure suitable vendors to supply, install and service CCTV equipment to complete the Program. Security Staff will consult with Information Technology Services to ensure the purchase, maintenance and operations of all Technology is in accordance with the Use of Technology Policy.

Upon approval from Council, the updated Code of Practice will be implemented by the London Downtown CCTV Advisory Committee. The requirement for approval of Council for subsequent updates of the Code is currently being considered by the Committee.

3.0 Financial Impact/Considerations

In June 2022, Council endorsed a \$260,000.00 one time program enhancement transfer from the Operating Budget Contingency Reserve to Emergency Management and Security Services Capital Budget in order to accelerate the implementation of the Safety Audit recommendations. Administration will report back to Council if future funding becomes available to expand the Program to include new locations.

In addition to the one time transfer, the funding to support this initiative, both operating and capital have been approved in the 2020-2023 Multi-Year Budget for Security Services and Emergency Management. Capital lifecycle upgrades and maintenance have also been identified in the upcoming 2024-2027 Multi-Year Budget.

Conclusion

The City of London’s Downtown Monitored Surveillance Camera Program (the “Program”) has been operational in the downtown core (the Core) since 2001. The Program has not been updated since one (1) camera was added in 2009, leaving large areas of the Core without CCTV coverage. Civic administration propose an additional 40 cameras be installed at 20 intersections to complete the Program by a proponent selected by a competitive procurement process as outlined in the City’s Procurement of Goods and Services Policy.

Civic administration also seeks Council’s approval of the revised London Downtown Closed-Circuit Television (CCTV) Program Code of Practice. The Code of Practice establishes procedures for the Program and ensures the cameras are operated in accordance with pertinent legislation and promote safety in the Core.

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

Schedule “A” London Downtown Closed-Circuit Television (CCTV) Program Code of Practice

cc: Steve Mollon, Senior Manager, Procurement and Supply
cc: Mat Daley, Director, ITS

London Downtown Closed-Circuit Television (CCTV) Program Code of Practice
Updated Q1 2023

1. Introduction

The Corporation of the City of London (“the City”) is committed to the improvement of community safety, crime prevention, and the desirability of the City as a place for shopping, business, and leisure. The downtown (“core area”) closed circuit television system helps promote a safer environment.

The Code of Practice establishes procedures for the London Downtown Closed-Circuit Television (CCTV) Program, (“the Program”) which records images from areas to which the public has access to from certain fixed locations in the core area of the City.

2. Defining Responsibilities

The City Clerk, as the Head under the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”), is responsible for ensuring that the collection, use, and disclosure of personal information is in compliance with MFIPPA. Emergency Management and Security oversee the management and operation of the Program. The Advisory Committee, as described in Section 6, monitors the ongoing management of the Program. The external auditor is responsible for conducting regular audits of the Program.

3. Purpose and Principles

The key purpose of the Program is to promote public safety in the core area of the City.

The established goals of the Program are:

- to contribute to the safe environment of the core area;
- to assist in the revitalization of the core area; and,
- to improve the ability of Law Enforcement to respond to crime occurring in the core area.

The established objectives of the Program are:

- to deter crime;
- to improve Law Enforcement Services reaction to crime through enhanced monitoring and detection;
- to increase the perception of safety; and,
- to use camera recordings as evidence to identify individuals involved in criminal activities.

The monitoring procedures are performed according to the following principles:

- a) Camera monitoring shall be conducted in a manner consistent with all applicable laws and statutes. Monitoring operators shall not monitor individuals in any manner which would constitute a violation of the *Human Rights Code*, R.S.O. 1990, c. H.19.

- b) Camera monitoring shall be conducted in a professional, ethical, and legal manner.
- c) Monitoring operators shall be appropriately trained and supervised in the responsible use of the cameras and recording equipment.
- d) Personal information collected, used, or disclosed as part of the Program shall be for security and law enforcement purposes and subject to the provisions of MFIPPA. Recordings shall be maintained in a manner that provides continuity and security of the record.
- e) Recordings shall be retained for approximately 72 hours unless a record has been requisitioned for use.
- f) Camera locations and viewpoints shall not provide visual access of private residential areas.
- g) The monitored areas shall have signs advising the public of the monitoring and recording of personal information.
- h) The Program shall not reduce London Police Services presence in the monitored locations.

4. [The Municipal Freedom of Information and Protection of Privacy Act](#)

This Code of Practice conforms with MFIPPA and, the guidance and best practices outlined in the Information and Privacy Commissioner of Ontario's document entitled [Guidelines for the Use of Video Surveillance](#).

5. [Changes to this Code of Practice](#)

Changes to the Code of Practice will be necessary from time to time. The Code of Practice will be revised, as required, with the approval of the Municipal Council in order to account for developments in the interpretation of the provisions of relevant data protection legislation, developments in technology, and feedback from the Advisory Committee. Administrative revisions to the Code of Practice may also be necessary from time to time. Administrative changes will be applied to the Code of Practice by Civic Administration in consultation with the London Downtown CCTV Program Advisory Committee.

6. [London Downtown CCTV Program Advisory Committee](#)

The Advisory Committee shall consist of the following representatives:

- a) a representative from the City Clerk's Office to advise the committee about compliance with MFIPPA and act as Chair of the Committee;
- b) a representative from Emergency Management and Security to advise the committee about the management and operation of the Program;
- c) at least one representative from the business community;
- d) a representative from London Police Services to assist the committee in measuring the success of this Program; and,
- e) other staff as required to providing technical and administrative support.

Members who serve on the Advisory Committee are required to sign an oath of confidentiality. The Committee's Terms of Reference are attached hereto as "Appendix A".

7. System Management

Emergency Management and Security manages the operation of the Program and ensures compliance with the requirements of the Code of Practice.

The responsibilities of the City Clerk's representative include responsibilities under MFIPPA concerning:

- a) maintaining the confidentiality and security of personal information;
- b) controlling the storage and disclosure of personal information;
- c) ensuring that those involved in operating the system do so in accordance with MFIPPA and the Code of Practice; and
- d) liaising with London Police Services and other agencies and persons concerning the proper maintenance of information under MFIPPA.

8. Notice and Public Input

Camera Locations

Cameras shall be located to monitor only areas to which the public have access. The view of the cameras is restricted to prohibit the viewing of private dwelling spaces. Operators have been made aware of the purpose(s) for which the cameras have been established and are prohibited from using the cameras for any other purpose. Camera adjustments are restricted to ensure that operators cannot adjust or manipulate views to overlook spaces to which the public do not have access (e.g., private residences).

Signs

Signs shall be placed in the field of view of the cameras so that the public is aware that they are entering a zone which is covered by CCTV surveillance equipment. The signs shall be clearly visible to members of the public and located at every major intersection adjacent to the cameras.

The signs shall contain the following information:

"Video Surveillance in Use. Personal information is collected under the authority of the *Municipal Act, 2001* and in compliance with MFIPPA s. 28(2) and will be used for the purposes of promoting public safety and reduction of crime. For additional information please contact 519-661-2489"

Website Information

Information about the Program is available on the City's [website](#) and through media releases issued by Corporate Communications. London Police Services may also release information from the Program through its Media Relations Office.

Public Input Process

Any individual who wishes to provide comment, complaints, or questions about the Program may contact Emergency Management and Security.

A record of the number and types of complaints and enquiries shall be maintained by Emergency Management and Security in accordance with the City of London's Record Retention By-law. A report detailing the number and types of complaints shall be submitted to the Advisory Committee to assess the use of the Program. The Advisory Committee shall review and provide feedback on reported complaints. Complaints which cannot be resolved at an administrative level will be forwarded to the Community and Protective Services Committee for resolution.

9. Areas Covered by the Program

A map showing the areas covered by the Program is attached hereto as "Appendix B". This map shall be updated from time to time as camera locations in the core area are installed or decommissioned.

The Program has been designed to avoid residential areas however some cameras have residential accommodation in close proximity. Measures, by way of operational procedures and technical methods, have been implemented to ensure that cameras do not view into private dwellings.

10. Evaluation and Auditing of the Program

Evaluation

The Advisory Committee shall monitor and evaluate the ongoing management of the Program in accordance with the Terms of Reference attached hereto as Appendix "A".

Audits

The auditing of the Program is conducted by an external auditor retained by the City. The external auditor is required to sign an oath of confidentiality.

The audit consists of:

- ensuring that adequate camera monitoring staff are present at the time of the audit;
- a review of a random selection of recorded information at various locations to ensure the camera monitoring staff have complied with the Code of Practice and have not monitored individuals in any manner that would constitute a violation of the Human Rights Code; and
- a review of the Camera Monitoring Logbook to ensure that the reported incidents were properly recorded and that only authorized staff had access to the City Hall Security Operations Centre (SOC) and recorded information has been released according to the Code of Practice.

At the conclusion of the audit, the copied incidents are returned to the City Hall SOC for storage for the prescribed period. The auditor shall complete and sign the audit report within 30 days of the date of the review and provide a report to Emergency Management and Security. Emergency Management and Security will provide a copy of

the report to the Advisory Committee. If required, Emergency Management and Security shall respond to inquiries from the Advisory Committee within 30 days of receiving comment. The Chair will provide a copy of the response to the Advisory Committee and the audit team. The audit report and any responses will be provided to committee and Council annually.

The audit procedures can be found in the attached "Appendix C".

11. Operators

The successful operation of the Program relies on operators being well disciplined, having integrity and dedication, and maintaining the confidentiality that is required for the operation of the cameras in accordance with MFIPPA.

A training manual prepared by Emergency Management and Security is followed by all camera operators. Privacy issues form a regular part of operator training. All personnel who operate the cameras are required to sign an oath of confidentiality and commit to adhere to this Code of Practice.

Those persons involved in the management, supervision, and audit of the Program are required to pay particular attention to privacy issues in managing and operating the program.

12. Camera Control and Operations

City Hall Security Operations Centre is located on the main floor of City Hall. The camera locations are monitored by way of a pre-programmed cycle that provides the most effective coverage of the monitored area.

One operator shall be present in the monitoring room whenever staff is available. Only authorized operators are permitted to use the equipment.

The camera operator is not permitted to use the pan, tilt or zoom features to view residential areas or to monitor individuals in any manner that would constitute a violation of the *Human Rights Code*.

Camera operators are aware that recordings are subject to audit procedures, and they may be required to justify their actions.

Actions of the Camera Operator When Observing Suspicious Activity

- The camera operator, upon observing suspicious activity, may isolate the camera and use the pan, tilt or zoom features to determine if a police response is required.
- When a camera operator has determined that a police response is required, the camera monitor should use the camera features to identify the involved parties for evidentiary purposes.
- The camera operator will notify the London Police Service immediately upon observing an incident that requires the dispatch of patrol officers.
- The camera operator will maintain the focus of the camera on the incident and/or the immediate area if required until the incident has concluded.

- The camera operator will make an entry in the Camera Monitoring Logbook indicating weather conditions, date, time, incident type, start time and end time of the incident.

Actions of the London Police Service

- The London Police Service will assess an incident and determine how to respond.
- The London Police Service may notify the camera monitor upon becoming aware of an incident in a monitored area to assist in response and subsequent investigation.
 - Once notified by the London Police Service of an incident, the camera operator maintains the focus of the camera on the incident and/or the immediate area if required until the incident has concluded.
 - The camera operator shall make an effort to use the camera features to identify the involved parties for evidentiary purposes.

A monitor and control pad is also located in the London Police Service Communications Centre. This monitor does not receive information until the camera monitor activates it. The London Police Service may, at their discretion, assume control of monitoring an incident at any time at the London Police Station and will notify the Camera Monitoring Staff at the City Hall SOC at the completion of their monitoring.

The media may also be notified by the London Police where it is determined that the public's assistance is needed in order to assist in the identification of an individual in relation to an incident.

13. Access to City Hall Security Operations Centre (SOC)

Access to the City Hall SOC, procedure attached hereto as "Appendix D", is only permitted for lawful and sufficient reasons, and must be authorized by the Manager on duty. Records shall be kept of all persons accessing the SOC by recording the name of the individual concerned and the time of arrival and departure.

14. Use and Storage of Information

Custody and control of recorded material remains with The Corporation of the City of London. The transfer of the custody of the information between the City and London Police Services is outlined in the Data Sharing Agreement, attached hereto as "Appendix E".

Recorded material is only used for the purposes defined by this Code of Practice and in accordance with MFIPPA. The viewing of live information on a CCTV monitor is not considered *use* of recorded information. However, if this information is downloaded or accessed at the end of the 72-hour retention period, the recorded information is considered *used* and will be retained for one year as per the City's Record Retention By-law.

15. Access to Recorded Information

Access to recorded information is only permitted in accordance with this Code of

Practice and MFIPPA. Recorded information may not be sold or used for commercial purposes or for the provision of entertainment.

Access to recorded information is restricted to those responsible for the administration of the Program and to:

- a) law enforcement agencies in compliance with this Code and MFIPPA; and
- b) the people whose images have been recorded and retained who make a formal request for information under MFIPPA.

Individuals who wish to make a request under MFIPPA may refer to the City of London's MFIPPA [webpage](#) for information about how to submit a request.

If there has been an inadvertent disclosure of personal information, Emergency Management and Security will advise the Manager, Records and Information Services who will review the incident in accordance with the City's [Access and Privacy Policy](#) and the provisions set out in MFIPPA.

16. Addressing Incidents Captured by the Program

London Police Services shall comply with this Code of Practice when entering the City Hall SOC and when requesting records or in any other matter under the jurisdiction of this Code of Practice.

Camera operators shall be notified by London Police Services upon receipt of a report of an incident occurring within 72 hours in a camera surveillance area. The camera operators will complete a Digital Recording Request Form.

The camera operator must notify and obtain approval from the manager on duty to disclose camera footage to the London Police Services.

Digital Recording Development and Seizure

The camera operator shall review the footage of the incident area and immediate surrounding area to ascertain if particulars of the incident were captured by the cameras.

When a digital record is required to be created and seized, the requesting Law Enforcement Officer shall complete a Digital Recording Request Form and deliver same in person to the on-duty camera monitor to obtain a digital recording.

The camera operator shall create the digital recording and make an entry in the Camera Monitoring Logbook indicating that:

- a) the recording has been created, sealed, and presented to the requesting Law Enforcement Officer;
- b) the name of the Law Enforcement Officer requesting the seizure;
- c) the incident number and date and time; and,
- d) if the digital recording is being used as evidence, the Law Enforcement Officer shall indicate on the Crown Brief that there is recorded evidence and shall include a description of the evidence contained on the recording in the synopsis.

The Law Enforcement Officer shall also enter the recording into evidence for court purposes, following any relevant policies/procedures for evidence property control.

When the digital recording is no longer required, it shall be returned to the City Hall SOC. The date and time of return and signature of the camera operator receiving the record shall be entered in the Camera Monitoring Log Book.

17. Expanding the Scope of Surveillance within the Core Area Boundary

Changes or additions to camera locations within the core area may be required at the discretion of Emergency Management and Security and/or London Police Services in the interest of public safety and security. A Privacy Impact Assessment shall be conducted prior to the installation and operation of any additional cameras within the Core Area.

18. Program Maintenance

Emergency Management and Security shall be responsible for maintaining the full operation of the Program at all times. A lifecycle maintenance schedule shall be prepared and administered by Emergency Management and Security.

19. Violations of the Code of Practice

A violation of this Code may also be a violation under MFIPPA and may be subject to the offence provisions found within.

20. List of Appendices

Appendix A - London Downtown CCTV Program Advisory Committee Terms of Reference

Appendix B - Core Area Boundary and Camera Location Map

Appendix C - Audit Procedures

Appendix D - Access to City Hall Security Operations Centre Procedure

Appendix E - Data Sharing Agreement between London Police Services and The Corporation of the City of London

Appendix A - London Downtown CCTV Program Advisory Committee Terms of Reference

Functions and Mandate of the London Downtown CCTV Program Advisory Committee

The London Downtown CCTV Program Advisory Committee shall monitor and evaluate the ongoing management of the Program by:

- reviewing the operations of the Program, including the need for additional cameras (or the decommissioning of) within the Core Area;
- conducting research and analysis, as required;
- undertaking reviews of the Program and the Code of Practice to ensure procedures are relevant and reflect applicable legislation;
- reviewing the auditor's report;
- reviewing complaints or community feedback submitted to Emergency Management and Security, and;
- providing guidance and feedback about the Program.

The outcomes of the Advisory Committee shall reflect the purpose, goals, and objectives of the Program stated in the Code of Practice.

Membership and Meeting Frequency

The advisory committee shall consist of the following representatives and shall meet (virtually or in person) as required or once annually:

- a) a representative from the City Clerk's Office to advise the committee about compliance with MFIPPA and act as Chair of the Committee;
- b) a representative from Emergency Management and Security to advise the committee about the management and operation of the Program;
- c) at least one representative from the business community;
- d) a representative from London Police Services to assist the committee in measuring the success of this Program; and,
- e) other staff as required to providing technical, and administrative support.

Confidentiality

All Advisory Committee members shall sign an oath of confidentiality prior to their first meeting.

Appendix C - Audit Procedures

Audit Procedures

1. Review the London Downtown Closed-Circuit Television (CCTV) Program Code of Practice.
2. Ensure that adequate camera monitoring staff are present at the time specified audit procedures are being performed.
3. Select a sample of four recordings, each for a 15-minute period, from 17 cameras located in the Core Area. Review the recordings for compliance with Section 10 of the Code of Practice and ensure the recordings have not monitored individuals in any manner that would constitute a violation of the Code of Practice.
4. Return recorded incidents to the City Hall SOC;
5. Obtain the camera monitoring logbook and review the following information:
 - a. If reported incidents were properly recorded in accordance with Section 16 of the Code of Practice;
 - b. If only authorized staff had access to the City Hall SOC;
 - c. If recorded information was released according to the Code of Practice requirements contained in section 15 of the Code of Practice; and
 - d. Confirm that entries are complete and entered in a consistent manner.
6. Produce a Report and provide it to Emergency Management and Security.

Appendix D - Access to City Hall Security Operations Centre Procedure

Procedure to Access City Hall Security Operations Centre (SOC)

The City Hall SOC is located the main floor of City Hall and is the operational centre for the Closed-Circuit Television System for Downtown Surveillance in the City of London.

- Access to the SOC will be controlled by Security Card Access and authorized by a Security Leadership representative on duty.
- Any person requesting access to the SOC shall either notify Emergency Management and Security prior to arriving at City Hall or proceed directly to SOC intake to advise that they require admittance to the SOC and provide the reasons therein.
- Security personnel on shift shall notify the Security Leadership representative on duty that an individual has requested access to the SOC and provide the reason for the request.
- The Security Leadership representative on duty shall review the request and either approve or deny entry.
- Excluding London Police Services, any person permitted access the SOC shall swear or affirm an Oath of Confidentiality in witness of a Commissioner of Oaths.
- Excluding London Police Services, any person requiring entry to the SOC for the purposes of viewing/auditing the CCTV camera Program shall ensure they have made prior arrangements to attend in person.
 - If any person is permitted entry to the SOC for the purposes of viewing/auditing the CCTV camera Program, Security personnel shall log the details of visit in the camera monitoring logbook which shall include:
 - The date and time of the visit;
 - The name of the individual entering the SOC;
 - The reasons for the visit; and
 - Confirmation that the Oath of Confidentiality has been sworn or affirmed in witness of a Commissioner of Oaths.
- Any person entering the SOC shall be attended by Security personnel on duty at all times.
- Security personnel shall ensure that persons granted access to the SOC exit securely.

Appendix E - Data Sharing Agreement between London Police Services and The Corporation of the City of London

October 11, 2001 - Sharing Agreement – Closed Circuit Television System for Downtown Surveillance

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON,
(hereinafter referred to as “the Disclosing Party”) OF THE FIRST PART

-AND-

THE LONDON POLICE SERVICES BOARD,
(hereinafter referred to as “the Collecting Party”) OF THE SECOND PART

WHEREAS The Corporation of the City of London and The London Police Services are involved in the Downtown Surveillance Closed Circuit Television (“CCTV”) Camera Program;

AND WHEREAS the London Police Services may on some occasions require access to the surveillance tapes, which may contain Personal Information, to be used in Law Enforcement investigation work;

AND WHEREAS the Corporation of City of London is subject to the Municipal Freedom of Information and Protection of Privacy Act (the “Act”) which regulates the sharing of Personal Information.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION

- a) “Incident” means an event recorded by the closed circuit television camera which results in or is likely to result in a response and or subsequent investigation by the Collecting Party.
- b) “Personal Information” when used in this Agreement shall have the meaning ascribed to it in the Act.
- c) “Law Enforcement” when used in this Agreement shall have the meaning ascribed to it in the Act.

2. PURPOSE OF THE DATA SHARING

The purpose of this data sharing agreement is to allow the Collecting Party to use the CCTV tapes for Law Enforcement purposes. This Personal Information contained on the tapes will be shared in order to facilitate the Collecting Party becoming aware of an Incident in an act monitored by video surveillance to assist in response and subsequent investigation.

Personal Information must be shared in order to identify individuals involved in an Incident in certain subject areas. This Information is originally collected in order to monitor activity at various locations within the downtown area. Information

obtained through video monitoring shall be used exclusively for Law Enforcement purposes and in accordance with the standards set out by the Act.

3. AUTHORITY TO COLLECT PERSONAL INFORMATION

The collection of Personal Information which is the subject matter of this agreement is authorized by Section 28(2) of the *Act*; and

4. AUTHORITY TO SHARE PERSONAL INFORMATION

The sharing of Personal Information which is the subject matter of this agreement is authorized by Section 32(g) of the *Act*.

5. PERSONAL INFORMATION TO BE SHARED

The Disclosing Party will provide to the Collecting Party:

- a) The required video tapes when the image recorded would assist in a specific investigation, and;
- b) A computer disk of the Personal Information that is requested.

6. USE OF PERSONAL INFORMATION

The information provided by the Disclosing Party to the Collecting Party shall only be used in compliance with of the Act to assist in response to and subsequent investigation of an Incident.

Neither party shall use the Personal Information provided under this Agreement for any purpose other than that set out in this Agreement and which is specifically authorized by the *Act*.

Any Personal Information obtained/disclosed in connection with the Agreement, shall not be subsequently disclosed unless the disclosure is in compliance with section 32 of the *Act*.

7. METHOD OF SHARING DATA

Personal Information described in clause 5 above, shall be provided to the collecting party in electronic format (on a CD).

The Camera Operator will isolate the focus of the camera on the Incident and/or area and when requested by the London Police Service will transfer the Information onto a CD. It is anticipated that there will be no physical loss of data during the transfer.

8. ACCURACY AND SECURITY OF THE PERSONAL INFORMATION

To ensure compliance with section 30(2) of the *Act*, the parties agree that the following procedures shall be adhered to:

- (a) The camera operator, when observing an Incident, will make a manual entry in the Camera Monitoring Log Book indicating weather conditions, date, time, incident type, start time and end time of Incident.
- (b) Access to tape records or to the City Hall Security Office will only be permitted for lawful, proper and sufficient reasons and must be authorized by the Manager on duty. Records will be kept of all access by recording the name of the individual concerned and the time of arrival and departure.
- (c) When a video tape is required to be developed and viewed, the requesting officer shall complete a Video Tape Request Form and deliver same in person to the on duty camera operator to obtain a video tape. The on duty camera operator shall request the development of the video tape by Technology Services and make an entry in the Camera Monitoring Log Book indicating that:
 - (i) the tape has been created, sealed and provided to the requesting officer
 - (ii) the name of the officer requesting the seizure
 - (iii) the incident number, date and time and
 - (iv) name of camera operator requesting the tape be made by Technology Services.

Tape seals shall be kept in the City Hall Security Office and shall be affixed by the camera operator at the time the videotape is developed and seized by the Police Officer.

When the videotape is no longer required, it is to be returned to the camera operator by the requesting officer for storage retention by City Hall for one (1) year. The date and time of return and signature of the camera operator receiving the videotape shall be entered in the Camera Monitoring Log.

9. TERMINATION OF THE DATA SHARING ACTIVITY

In the event of the termination of this Agreement, the Personal Information shared under this Agreement shall be returned to the Disclosing Party. It will be the Disclosing Party that will regain custody of the Personal Information disclosed to the Collecting Party.

10. PERSONAL INFORMATION BANKS

The Disclosing Party shall attach or link to the Personal Information Bank this new use of Personal Information in accordance with section 35 of the *Act*.

The collecting party shall create a Personal Information bank in its directory of records in accordance with section 34 of the *Act*.

11. AMENDING PROCEDURES

This agreement may be amended by the written agreement of the parties.

12. CHANGES THAT AFFECT THE AGREEMENT

The parties undertake to give one another written notice of any changes in legislation, regulations or policies respecting the parties and programs that are likely to affect this Agreement.

The parties agree that any policies dealing with the security, access, retention and disposal of the shared Personal Information, are in accordance with the Act.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the disclosing party

THE CORPORATION OF THE CITY OF LONDON

AM DeCicco
Mayor
Anne Marie DeCicco, Mayor

Date May 1/02

G.H. Hallman
Clerk
G.H. Hallman, City Clerk

Witness [Signature]

IN WITNESS WHEREOF this Agreement has been signed on behalf of the collecting party by

THE LONDON POLICE SERVICES BOARD

[Signature]
Chair

Date April 18, 2002

Witness [Signature]

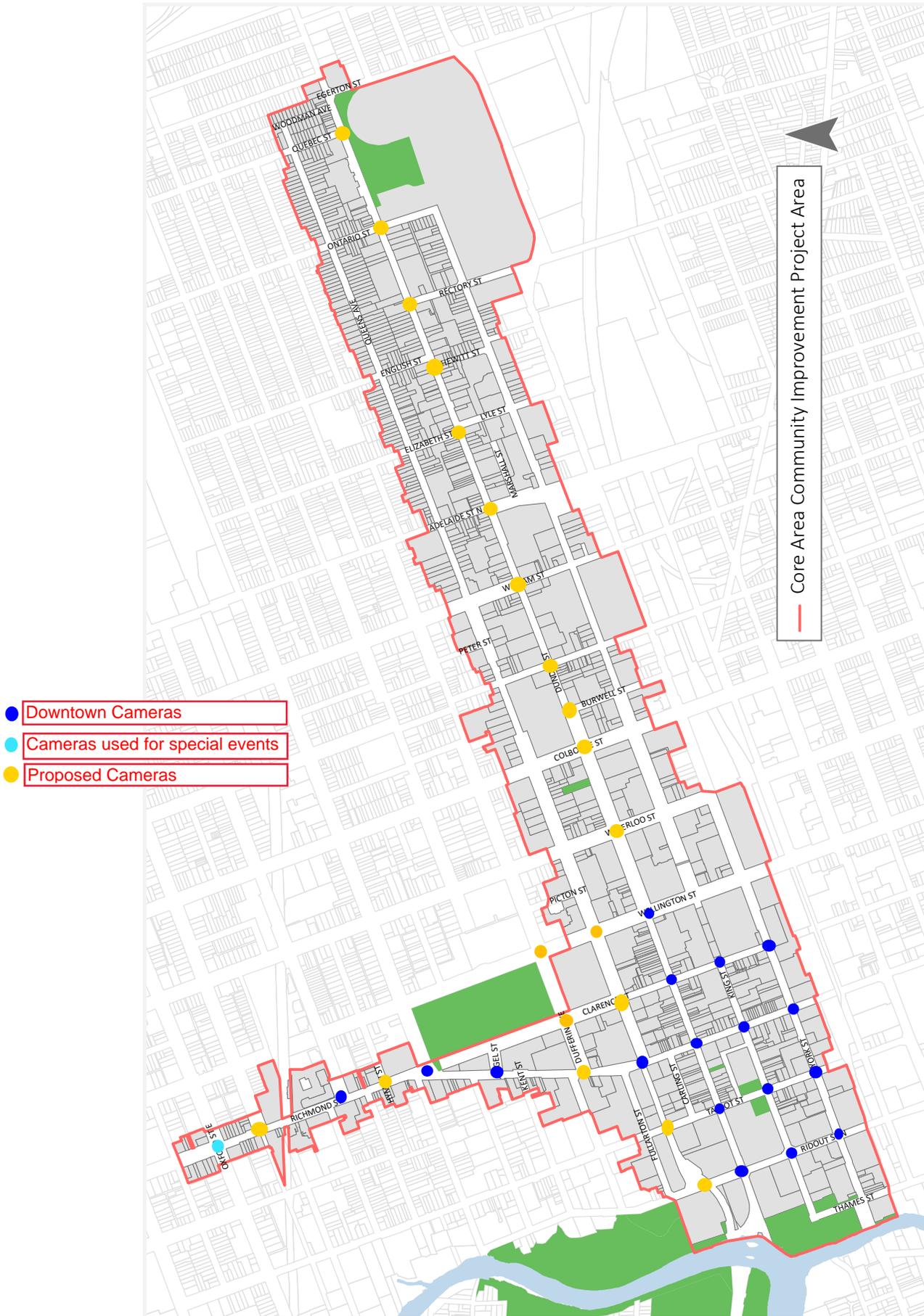


Figure 2: Core Area Community Improvement Project Area

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

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

Subject: Delegation of Authority for Municipal Contribution
Agreements for Affordable Housing

Date: June 13, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development:

- 1) the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting on June 27, 2023 to:
 - i. Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an agreement of assignment and assumption related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London.
 - ii. Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amending agreement related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to approve a rent increase for operations in financial difficulty. No rent for affordable units in a building to which a Contribution Agreement between an affordable housing provider and The Corporation of the City of London applies shall exceed 80% of Average Market Rent or Median Market Rent for a rental unit, by unit type as determined by the Canada Mortgage Housing Corporation.
 - iii. Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amendment to the Contribution Agreement to provide for additional permitted encumbrances, to consent to postponements of the City's security under a Contribution Agreement and to approve and execute priority, standstill and subordination agreements satisfactory to the City Solicitor's Office.
 - iv. Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute amendments, including amending agreements, to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to add requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider.
 - v. Authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute amendments, including amending agreements, to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to attaching or detaching a property from/to the Contribution Agreement as long is not in the detriment or loss of the total number of affordable units.

Executive Summary

This report recommends that Municipal Council of The Corporation of the City of London delegate authority to the Deputy City Manager, Planning and Economic Development (“DCM”) or their written designate to approve certain agreements or amending agreements related to the City’s Contribution Agreements with affordable housing providers. The delegations seek authority for the DCM to approve:

- i. An agreement of assignment and assumption if the current affordable housing provider proposes to have another legal person own and operate an affordable housing development or where the agreement is being assigned from HDC to the City;
- ii. An amending agreement to a Contribution Agreement that would allow the affordable housing provider to increase the rent in affordable housing units to address financial difficulties;
- iii. An amending agreement to the Contribution Agreement to allow affordable housing providers to increase the encumbrances registered on the property, to provide authority to the DCM to approve the City postponing its security interest to other lenders and to approve and execute priority, standstill, and subordination agreements.
- iv. An amending agreement to the Contribution Agreement to add further operational requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider.
- v. An amending agreement to the Contribution Agreement to add further operational requirements related to attaching or detaching a property from/to the Contribution Agreement as long is not in the detriment or loss of the total number of affordable units.

These delegations of authority would allow Municipal Housing Development to efficiently respond to requests from affordable housing providers. These requests are part of the day-to-day business activities of Municipal Housing Development.

Linkage to the Corporate Strategic Plan

Council and staff continue to recognize the importance of actions to support housing, as reflected in the 2023-2027 - Strategic Plan for the City of London. Specifically, the efforts described in this report address the following Areas of Focus, including:

- Housing and Homelessness
- Well-Run City

Housing and Homelessness Strategic Area of Focus:

The following strategies are intended to “Increase access to a range of quality, affordable, and supportive housing options that meet the unique needs of Londoners”:

- Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.

The following strategies are intended to Decrease the number of Londoners at risk of or experiencing homelessness:

- Implement a program of continuous review of policies, procedures, and by-laws to create accountability and opportunities for balanced and compassionate solutions to homelessness

Well-Run City Strategic Area of Focus:

The following strategies are intended for Londoners to have trust and confidence in their municipal government:

- Increase transparency and accountability in decision making, financial expenditures, and the delivery of municipal programs and services; and
- Continue to deliver municipal services that meet the needs of a growing and changing community.

The following strategies are intended to improve governance processes:

- Review municipal best practices, identifying gaps and opportunities, and deliver projects that improve performance; and

Analysis

1.0 Discussion and Considerations

1.1 Previous Reports Related to this Matter

- [Approval of the Service Manager Administration Agreement for the 2016 Social Infrastructure Fund \(SIF\) and pending assignment to HDC](#) (CPSC: July 19, 2016)
- [Assignment of Rental Component of Administration Agreement for the Investment in Affordable Housing for Ontario \(2014 Extension\) to HDC](#) (CPSC: September 22, 2015)

1.2 Purpose

The purpose of this report is to improve the efficiency and effectiveness of administrative activities related to the provision of affordable housing through a delegation to the Deputy City Manager of Planning and Economic Development. As defined below, the contribution agreement has a standard set of conditions that have been reviewed in detail by the City Solicitor's office and previously approved by Council, and / or the former Housing Development Corporation's Board. The changes proposed under this delegation would be considered low-risk and immaterial to the original Council approval for the provision of affordable housing. The City's long-term financial interest associated with a grant or loan to the proponent is retained.

The proposed delegation will:

- Grant authority to the Deputy City Manager, or designate, to approve and execute the amendments to contribution agreements outlined in this report.
- Improve the administrative effort for affordable housing providers and retain the exiting units.
- Improve the efficiency of the review and approval process by 3 – 4 weeks through modification of the requirement for Council review of these minor amendments.
- Continue to include the City' Solicitor's review prior executing a change.

1.3 Contribution Agreement Definition

A Contribution Agreement in this context is a contract between an owner and/or proponent and the City and/or the former Housing Development Corporation for the provision of affordable housing units. The contract sets out the terms and conditions for a loan, grant or financial incentive provided to the proponent with a specific set of conditions in return for the funds. As a funding vehicle, the contribution agreement aligns other government's funding and outlines the expectations of each party associated with the project. Typical terms in the agreement relate to number of units, period of the loan and depth of affordability.

1.4 Aligning Housing Development Corporation Policies with City of London Policies

In January 2021, Council approved the integration of Housing Development Corporation into the City's affordable housing portfolio. As an output of that action, the Municipal Housing Development service area was established to continue the work of bringing more affordable housing to the London market.

Prior to its integration, the HDC developed policies and guidelines associated with mortgage postponements, rent increases, attaching and detaching, assignment and assumption requests. These policies established necessary governance and efficiency to accommodate business requirements and housing development viability for the City's affordable housing partners.

Through these contribution agreements, Municipal Housing Development (MHD) will continue to work with proponents to provide funding for the development, repair, and rehabilitation of affordable housing units.

2.0 Key Issues and Considerations

The brief description below provides clarity about the nature of the Contribution Agreement Amendments to be exercised by this delegation of authority.

2.1 Postponements

Affordable housing providers may make requests to renew, increase or replace the existing mortgage. These changes require a change to the permitted encumbrances or debt level permissible under the Contribution Agreement.

The City may permit the affordable housing provider to renew, increase or replace the existing first mortgage. A postponement allows the Proponent to confirm that the City agrees for its Municipal, Provincial or Federal contributions will rank or take effect in priority after another lender's mortgage. Municipal Housing Development is responsible for addressing and responding to all postponements for affordable housing developments related to standard mortgage renewals, including equity changes on mortgages that alter the outstanding balance.

Consistent with industry best practices, MHD will ensure 10% equity is maintained in the property and that the funds are being requested for improvements to affordable housing projects. Approval of any amendment that would reduce the equity in the project to less than 10% may be made on an exceptional basis and require a business case. Postponements will not be granted where adequate funds for capital repairs or improvements are available in the capital reserve fund.

2.2 Assignment and Assumption (Ownership Transfers)

Affordable housing providers may request permission to assign or transfer the ownership of the housing project to another party which is going to assume the responsibilities and obligations under the Contribution Agreement. These agreements cannot be assigned without the City's consent.

Requests for assignment will be reviewed to ensure that the new party will continue to provide affordable units as agreed on in the original agreement.

2.3 Rent Increases

Affordable housing providers may request permission to increase rents above the permitted Ontario Rent Increase Guideline or the affordability criteria in the Contribution Agreement.

These affordable housing providers are providing affordable housing units at less than 80% of the CMHC AMR or MMR rent. Rent increases will only be considered where projects are in financial difficulty that would impair their ability to continue to operate the

project. Approved rent increases will provide the necessary operating funds to make the project financially viable. Rents in affordable housing units shall not exceed 80% of current MMR or AMR as previously stipulated by the Contribution Agreement. Unless exceptional circumstances exist, rent increases will only be approved for vacant units. Following the approval of a rent increase, the proponent is responsible to ensure compliance with the Residential Tenancies Act.

In exceptional circumstances where a rent increase is required in occupied units, Municipal Housing Development will ensure arrangements are made to mitigate an overall impact.

2.4 Attaching or detaching properties

When a Contribution Agreement contains multiple properties, affordable housing providers may request permission to add or detach a specific property or address from the agreement.

When these requests are received, MHD will ensure that the total number and depth of affordable units is not reduced. Each building and project are unique, and an overall increase or reduction in the total operating costs of the buildings may have a net positive impact on the proforma.

2.5 Annual Reporting

An annual report will be provided outlining the actions taken by the DCM under the delegations made under the attached bylaw. This report will be included as an appendix to the annual Roadmap 3000 yearly update.

2.6 Ongoing Council Authority

Regardless of any delegations, a significant deviation from the agreements will require direction from Council. Changes or reductions in the total number of units, depth of affordability or period all require Council approval.

3.0 Financial Issues / Considerations

There are no direct financial impacts associated with this ask. Any new funding sources requested will require a Source of Financing and reporting to Council.

Conclusion

Municipal Housing Development receives requests to amend Contribution Agreements on a regular basis. These requests typically have a time sensitivity associated with the requested action and desired outcome. The delegation of authority to the Deputy City Manager, Planning and Economic Development to execute amendments to Contribution Agreements between affordable housing providers will improve the efficiency and effectiveness of the housing system.

Prepared by:	Juan Cardona, MPA Program & Business Lead, Municipal Housing Development
Submitted by	Matt Feldberg, MPA, CET Director, Municipal Housing Development
Recommended by:	Scott Mathers, MPA, P.Eng. Deputy City Manager, Planning and Economic Development

Attached:

Appendix "A" – Bylaw

Appendix “A” – Bylaw

Bill No.

By-Law No.

A by-law to authorize the Deputy City Manager, Planning and Economic Development to approve and execute certain agreements related to Contribution Agreements between affordable housing providers and The Corporation of the City of London

AND WHEREAS section 23.1 of the *Municipal Act, 2001* expanded the right of authority for City Council to delegate some of its powers and duties to a person or body.

It should be noted that the intent of Section 23.1 of the *Municipal Act, 2001* was to help streamline City Council’s decision-making process and enable it to focus on larger issues in a more strategic manner. Delegation of powers and duties could also be used to enhance community engagement on local issues;

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 wellbeing of the City including respecting climate change, and the health, safety and well-being of persons;

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 City is responsible for the delivery and administration of affordable housing initiatives;

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

AND WHEREAS any delegation of a power or duty shall be in accordance with the *Municipal Act, 2001*, S.O. 2001 c.25 and any other applicable legislation;

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

1. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute an agreement of assignment and assumption related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London.
2. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute an amending agreement related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to approve a rent increase for operations in financial difficulty. No rent for affordable units in a building to which a Contribution Agreement between an affordable housing provider and The Corporation of the City of London applies shall exceed 80% of Average Market Rent or Median Market Rent for a rental unit, by unit type as determined by the Canada Mortgage Housing Corporation.
3. The Deputy City Manager, Planning and Economic Development, or their

written designate, is authorized to approve and execute an amendment to the Contribution Agreement to provide for additional permitted encumbrances, to consent to postponements of the City's security under a Contribution Agreement and to approve and execute priority, standstill and subordination agreements satisfactory to the City Solicitor's Office.

4. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to add requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider.
5. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to attaching or detaching a property from/to the Contribution Agreement as long is not in the detriment or loss of the total number of affordable units.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading -
Third reading -

There is an item of interest to all affordable housing producers related to the delegation of authorities related to the Municipal Contribution Agreements (MCA) that non-profit housing providers have signed and will be signing. The main thrust seems to be to download the approval authority for any amendments to a MCA to the Deputy City Manager instead of Council. From an administrative standpoint , that is generally positive as changes such as postponements, assignments , rent increases and any other changes require a report to Council and Council's approval. It is very inefficient and needs to be streamlined. There are, however, a couple areas of concern.....

1. Section 2.1 of the Report says that postponements will not be provided where a project has “ adequate “ funds in a capital reserve fund. This restriction would limit the ability of non-profits to refinance successful projects for purposes of investing in capital works on other projects owned by the provider , or to invest in new affordable housing. Both of those uses are permitted by CMHC when approving new financing on existing projects. With this restriction, an older project with a low balance remaining on the existing mortgage could not be refinanced if they maintained their capital replacement reserve. This is very restrictive and will prevent non-profit providers from leveraging their equity and investing in new affordable housing.
2. The requirement for retention of 10% equity as a pre-condition to agreeing to a postponement is problematic in that it penalizes the projects that have the most affordable rents. Unless the city accepts an appraisal based on market rents, projects with lots of affordable units and a restrictive long term MCA will always appraise lower. Also , the forgivable loans provided under most MCA's do not amortize or reduce over time. A project that received say \$4.0 million from the City still has a charge securing \$4.0 million after 20 years of operation. It does indicate that exceptions are possible and with this policy that would be the norm and not the exception.

These two policies run counter to the goals of the National Housing Strategy and the City's own goals to produce more rental housing and more affordable housing. We are asking for delegation status at the June 13 CAPS meeting if possible . Thanks.

GREG

Greg Playford

PRESIDENT

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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: Neighbourhood Decision Making Program Fairness and Equity Review

Date: June 13, 2023

Recommendation

That on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated June 13, 2023, titled “Neighbourhood Decision Making Program Fairness and Equity Review” **BE RECEIVED** for information.

Executive Summary

This report provides an overview of the Neighbourhood Decision Making (NDM) Program, the findings from a Fairness and Equity Assessment undertaken by HealthyWay Consulting, and program updates based on the Fairness and Equity Assessment and Value for Money Audit completed in February 2023. The Fairness and Equity Assessment involved a comparison of socioeconomic status measures with the distribution of NDM projects and voting patterns over time. Findings showed that overall, the program is fair and equal in terms of ideas submitted, and budget distribution across the City. Findings did however suggest that voting rates and the number of winning ideas could be improved in some areas of the city.

Linkage to the Corporate Strategic Plan

The Neighbourhood Decision Making Program is aligned with the strategic area of focus Wellbeing and Safety, as presented in the City of London Strategic Plan 2023-2027.

- Outcome: London has safe, vibrant, and healthy neighbourhoods and communities.
- Expected Result: Londoners have a strong sense of belonging and sense of place.
- Strategy: Create meaningful opportunities for all Londoner to contribute to the health and vibrancy of their neighbourhoods, including through resident-led decision-making opportunities.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Neighbourhood Decision Making Program Value for Money \(Vfm\) Audit, Audit Committee \(February 15, 2023\)](#)
- [London Strengthening Neighbourhoods Strategy: Neighbourhood Decision Making Program \(June 17, 2019\)](#)
- [London Strengthening Neighbourhoods Strategy 2017-2020, Implementation of New Initiatives \(June 20, 2017\)](#)
- [London Strengthening Neighbourhoods Strategy 2017-2020 \(May 24, 2017\)](#)
- [London Strengthening Neighbourhoods Strategy 2017-2020, Community Engagement Plan \(April 26, 2016\)](#)

1.2 The Neighbourhood Decision Making Program Overview

Neighbourhood Decision Making is a participatory budgeting program that was piloted in two London neighbourhoods in 2016 then launched city-wide in 2017. The program provides an opportunity for community members to directly decide how to spend a portion of the municipal budget in their neighbourhoods on an annual basis.

The purpose of NDM is to engage, empower, and connect residents, by bringing neighbours together around community-driven projects that enhance and strengthen their neighbourhoods. The program provides opportunities for community members to participate in their neighbourhoods, learn about how municipal government works, and to make decisions that directly impact their lives. It provides opportunities for the City to learn about what people want in their neighbourhoods, work collaboratively across service areas to assess and implement ideas, and to support community members through a defined and consistent process.

Londoners of all ages can propose and vote on ideas in their neighbourhoods. The city is divided into five geographic areas based on population, consideration of major road, rail and river arteries, Neighbourhood Association boundaries, and resident identified neighbourhood boundaries. There is \$50,000 available per area annually and each idea can be submitted for projects up to \$30,000. Once submitted, ideas are vetted, and if feasible, added to a ballot for a public vote. Civic Administration then works with residents to implement the winning ideas.

Since 2017, the NDM program has run for five cycles, engaged over 30,000 individuals, and invested \$1.25 million in close to 100 neighbourhood projects. A summary of results is included below.

Year	Ideas Submitted	Ideas on Ballots	Individuals Who Voted	Total Votes	Successful Projects
2017	314	149	4,900	11,480	14
2018	226	143	7,114	12,281	17
2019	216	104	10,852	20,691	20
2020	Cancelled Due to Pandemic				
2021	230	86	4,750	10,396	18
2022	230	78	4,187	9,944	24
Total	1,216	560	31,803	64,732	93

1.3 Value for Money Audit

On March 7, 2023, a Neighbourhood Decision Making Program Value for Money Audit was approved by Municipal Council. The report outlined opportunities for improvement including a review of the NDM Guiding Principles, as well as the development of a comprehensive evaluation framework to track the effectiveness of implemented ideas/projects. Several actions approved in the Value for Money Audit align to the program updates in this report. Areas of alignment are noted to provide a comprehensive explanation of the program changes.

The purpose of this report is to provide an overview of the Fairness and Equity Assessment including the method, results, and analysis. In addition, this report outlines program enhancements based on the Fairness and Equity Assessment and Value for Money Audit, options considered, and next steps.

2.0 Discussion and Considerations

2.1 Fairness and Equity Assessment Method

The method used to assess fairness and equity involved comparing socioeconomic status measures with the distribution of projects and voting patterns over time.

The socioeconomic status of a neighbourhood was determined using the Social Risk Index (SRI). The SRI is comprised of nine indicators^a that when combined show the socioeconomic framework of a geographic area. This comparison evaluates if socioeconomic status has advantaged some neighbourhoods over others in terms of voting patterns and projects.

Analyses Performed:

- Spatial clustering of hot and cold spots of participation
- Regression analysis of participation versus social risk
- Regression analysis of number and dollar value compared to social risk for park and trail ideas
- Regression analysis of number and dollar value compared to social risk for ideas on school property

2.2 Fairness and Equity Assessment Results

Overall, the program has been fair and equal. There are different areas of high participation (hot spots) and low participation (cold spots) year over year as expected when different ideas are submitted in different locations across neighbourhoods. Funding for winning projects have been spread equally across the city over the five cycles of the program.

There were no inequalities found when comparing ideas submitted and SRI. Areas of higher social risk did not submit less ideas than areas with low social risk. However, there were some inequalities found relating to number of votes and number of winning ideas. According to the assessment, areas of higher social risk were less likely to vote or to have a winning idea.

Summary of key findings:

- Idea submission is fair and equal across the city.
- Areas of higher social risk have lower voting rates.
- Areas of higher social risk have lower number of winning ideas.
- The winning idea funding provided to high social risk areas of the city is equal to the winning idea funding provided to low social risk areas.
- Winning ideas (and submission of ideas) for school-based projects and park and trail-based projects are equal regardless of the social risk of an area.

For detailed results, please see [Appendix A](#).

2.3 Fairness and Equity Analysis

The [Canadian Centre for Diversity and Inclusion](#) define equality as a state where everyone is treated the same regardless of individual diversity and needs; while equity is a state where everyone is treated according to their diverse needs in a way that enables all people to participate, perform, and engage to the same extent.

The results of this evaluation show that the program is both fair and equal across the city in the ideas being submitted, distribution of funding, school-based projects, and park-based projects. In contrast, the voting rates and number of winning ideas are higher in areas of low social risk presumably due to higher community engagement in those areas.

The program is designed to support equality in community engagement and budget allocation. This is accomplished by supporting Londoners in all neighbourhoods to participate through a number of engagement tactics including enhanced focus in areas with low participation. In addition, the program distributes equal budget amounts to each area, ensuring equality in investment across the five geographic areas. In general,

^a Social Risk Index indicators: % of population one year and over who moved in the previous year, % of the population who do not speak one of the official languages, % of the population living under the low income measure-after tax, % of the population who immigrated to Canada between 2006-2016, % of income from Government Transfer Payments, % of families led by a lone parent, % of the population unemployed, % of the population without a high school diploma, % of household who own their own home.

these objectives are being met. In order to improve equity, this report suggests refocusing engagement efforts to increase participation in areas of high social risk in addition to areas with low participation.

2.4 Program Enhancements

The following section outlines program updates that will be implemented. It is noted when an update aligns to both the Value for Money Audit and the Fairness and Equity Assessment.

1. Update the NDM guidelines to improve equity and consistent decision making.
 - Add the following guiding principle to support equity (based on Fairness and Equity Assessment):
 - program implementation will be equitable based on the characteristics of neighbourhoods, its residents, and the goal of becoming a strong neighbourhood.
 - Clarify idea submitter compensation and eligibility by adding the following (based on Value for Money Audit):
 - ideas can be submitted by London residents and resident-led groups;
 - residents cannot submit ideas in their professional capacity and ideas should not benefit or be perceived as benefiting any particular business or organization but the neighbourhood as a whole; and,
 - ideas should not fund staff positions or reimburse idea submitters for their time and involvement.
 - Clarify ideas on private property through the following addition (based on Value for Money Audit):
 - ideas should occur within the city limits and be on public land that is accessible. Note an exception may be considered in cases where public land is not available, and the project is completely and totally accessible to the general public. For example, a mural on the exterior wall of a building on private property.
 - Align to Council's strategic priorities including addition of the following (based on Fairness and Equity Assessment):
 - encourage equity, diversity, and inclusion; and,
 - protect neighbourhoods and communities from climate change.
2. Enhance community engagement efforts to focus on equity. For example, engagement should focus on areas with high social risk in addition to areas with low participation (based on Fairness and Equity Assessment).
3. Strengthen the feasibility process to clarify when an idea would be suitable to be implemented on public property such as a school. This would involve collaborating with the school boards to develop equity and needs-based evaluation criteria for school-based projects (Fairness and Equity Assessment and Value for Money Audit).
4. Develop a comprehensive program evaluation framework. The framework will include:
 - Improvements to data collection including additional demographic data from program participants to inform future engagement and planning (Fairness and Equity Assessment).
 - Quantitative and qualitative measures to help determine if desired outcomes have been accomplished (Value for Money Audit).

To view the complete Neighbourhood Decision Making Guidelines please see [Appendix B](#).

2.5 Additional Options Considered

Two additional program updates to improve equity have been considered but are not recommended at this time.

1. Re-establish program boundaries (see Appendix A, Figure 3) to create boundaries that group areas of the city based on similar levels of social risk. This would involve grouping large populations of low levels of social risk and small populations of high levels of social risk. This would allow size weighting within each boundary to naturally increase funding to communities with higher risk populations.

Rationale: Boundaries are well established, and changes could lead to confusion and mistakes in voting. Additional data collection is needed to help inform future planning and boundary reviews.

2. Create a needs assessment, where resident-led steering committees would be struck to assess the need of each idea to the area of the city. Only projects that are deemed as needed would move on to the community vote. This could increase equity in the program by prioritizing ideas based on community need.

Rationale: This change would remove some of the democratic process from the NDM program and does not align to the program's guiding principle that residents know what's best for their neighbourhoods and will support what they create.

The two options above would require additional operational funding to implement. Should Council wish to pursue either option, this report recommends it be considered through the 2024 – 2027 Multi-Year Budget process for future implementation.

2.6 Next Steps

The idea submission phase for the NDM program will launch in August 2023 including implementation of the program updates included in this report. Additional actions included in the Value for Money Audit Action Plan that did not directly align to the program enhancements in this report will be implemented according to the approved timeline presented in the Internal Audit Report.

3.0 Financial Impact/Considerations

Annual funding to support the Neighbourhood Decision Making Program exists in the Neighbourhood and Community-Wide Services budget. Through the 2020 – 2023 Multi-Year budget process, \$250,000 was allocated to this program annually.

During the 2023 Budget Update, Council directed Civic Administration to bring forward a business case through the 2024 – 2027 Multi-Year Budget process to increase the base funding of the program.

Conclusion

The NDM program has done a good job of meeting the guiding principles of having all neighbourhoods participating in the program equally. There is some further work that can be done to ensure that high social risk areas are participating fully and that the program is grounded in equity, diversity, and inclusion.

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

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

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

Appendix A

Fairness and Equity Assessment completed by HealthyWay Consulting (2023)

Purpose: Assess the fairness and equity of the NDM program participation

Analyses Performed:

1. Spatial clustering that maps hot and cold spots of participation.
2. Regression analysis of participation versus social risk.
3. Park and Trail ideas. Regression analysis of number and dollar value compared to social risk.
4. Schools Ideas. Regression analysis of number and dollar value compared to social risk.

Analysis 1: Spatial Clustering to Measure Equality of Program Participation

A statistical exercise called Hot Spot Analysis (Getis-Ord G_i^*) was used to determine spatial clustering of participation of submissions, voting rates, winning ideas, and winning budget. The results were mapped as hot and cold spots using Statistics Canada dissemination areas, see Figure 1 below. A dissemination area is a small, relatively stable geographic unit with an average population of 400 to 700 persons. It is the smallest standard geographic area for which all census data are disseminated.

Findings:

- There are different cold and hot spots for idea submissions and voting every year as expected when different ideas are submitted in different locations across neighbourhoods.
- Winning budgets have been spread equally across the city over the 5 cycles of the program. No areas have received more or less budget than other areas.

See Figure 1 at the end of Appendix A

Analysis 2: Regression Analysis to Measure Equity of Program Participation

Analyses of variance (ANOVA) and regression analyses were performed to determine if there was a relationship between social risk and participation (idea submission, voting, number and dollar value of winning ideas). Social Risk is a cumulative measure of risk factors using Census of Canada data on: mobility, language, low income, recent immigration, income from Government transfer payments, lone parent families, unemployment, education, and home ownership. A total social risk index score was calculated for each dissemination area with a range from 0 to 9 with highest values representing the most vulnerable neighbourhoods.

Findings:

- Idea Submission: No significant relationship between idea submission and social risk index. (2017-2022. $b = -0.846$; $p = 0.070$)
- Vote Rates: An increase in social risk index score leads to a 1.416% decrease in vote rates in 2021 ($b = -1.416$; $p < 0.001$). An increase in the social risk index results in a 0.843% decrease in vote rate in 2022 ($b = -0.843$; $p < 0.001$)
- Winning Ideas: An increase in the social risk index decreases the number of winning ideas by 0.195 projects 2017-2022. $b = -0.195$; $p = 0.020$

- Winning Idea Budget: No significant relationship between social risk index and winning idea budget. 2017-2022. $b = -2,834.70$; $p = 0.064$

Future cycles of the program should target engagement in high social risk areas in order to increase participation in the program. In order to better assess equity collection of additional demographic data from program participants should be undertaken as part of the submitter and voter exit surveys.

Analysis 3: Park and Trail Idea Equality and Equity Analysis

A regression analysis was performed to determine if there was a relationship between social risk and the location of park and trail ideas (idea submission, voting, number and dollar value of winning ideas).

Findings:

- 44.2% of all ideas are for parks and trails, with 26.3% of the winning ideas in that category.
- 35.4% of the budget have been spent on park and trail ideas, totalling nearly \$450,000.
- There are more park and trail ideas than any other category of ideas submitted, and they win the largest share of the total budget.
- Submitted park and trail ideas and winning park and trail projects are equally and equitably distributed across the city regardless of social risk.

Analysis 4: School Ideas Equality and Equity Analysis

A series of data analyses was completed for schools to determine if there was any relationship between the schools that submitted ideas and won and social risk index. Independent difference in means test was used to compare variables at the school level.

Findings:

- 31 school ideas submitted:
 - 27 at Elementary Schools and 4 at Secondary Schools
 - 26 at Thames Valley District School Board Schools (83.9%)
 - 5 at London District Catholic School Board Schools (16.1%)
- 10 school ideas have won:
 - 8 Thames Valley District School Board Schools won a total of \$215,800.
 - 2 London District Catholic School Board Schools won a total of \$60,000.
- There is equal and equitable participation in school-based projects based on social risk.
- There have been school projects in both high and low social risk neighbourhoods. There is no relationship between school ideas submitted, winning ideas, or voting and social risk index.
- Schools have received 25% of the total funds over the 5 years of the program which is less than the parks and trails projects that received 35% of all funds.

See Figure 2 and Figure 3 at the end of Appendix A

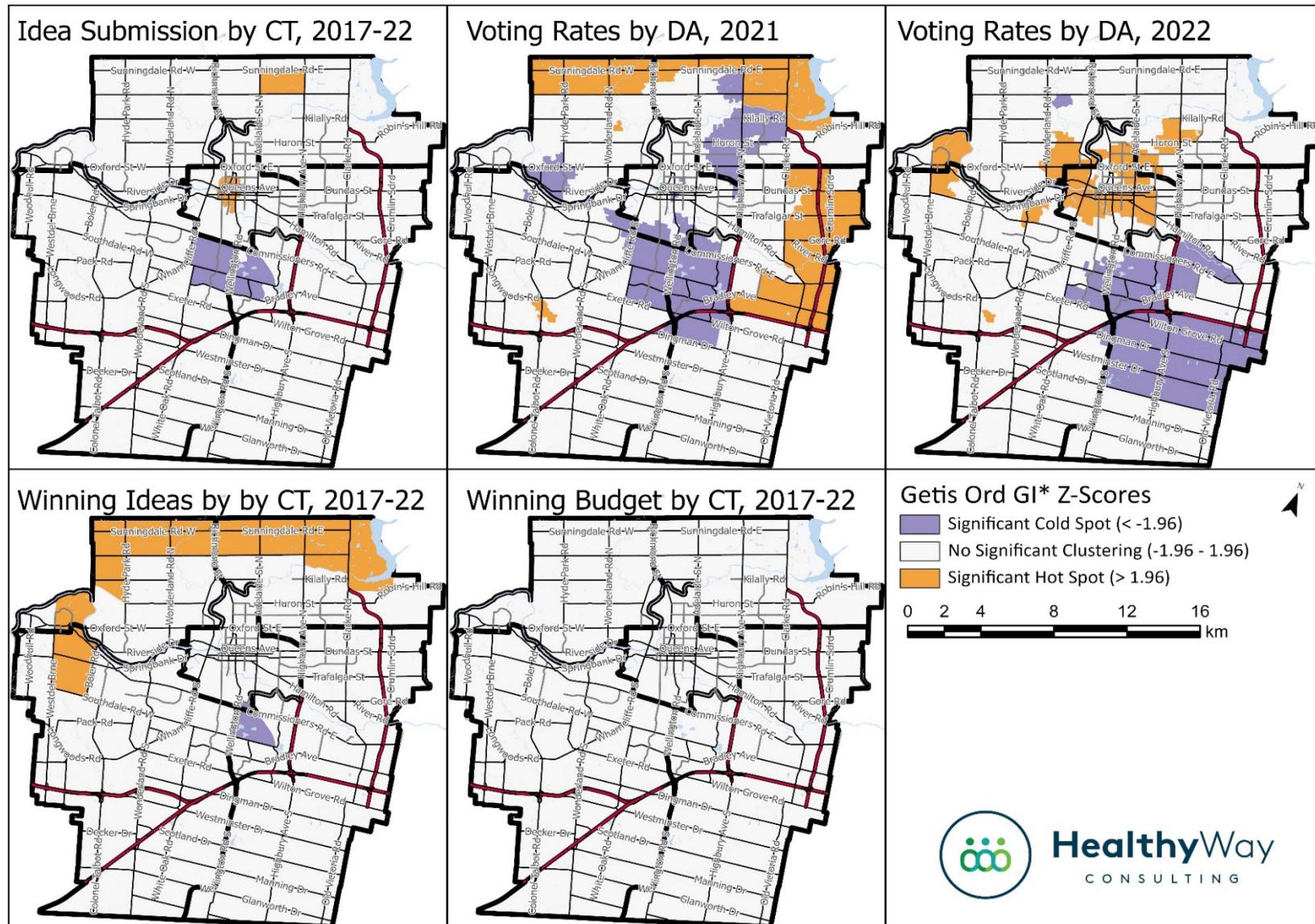


Figure 1: A map showing the spatial clustering of program engagement throughout the City of London

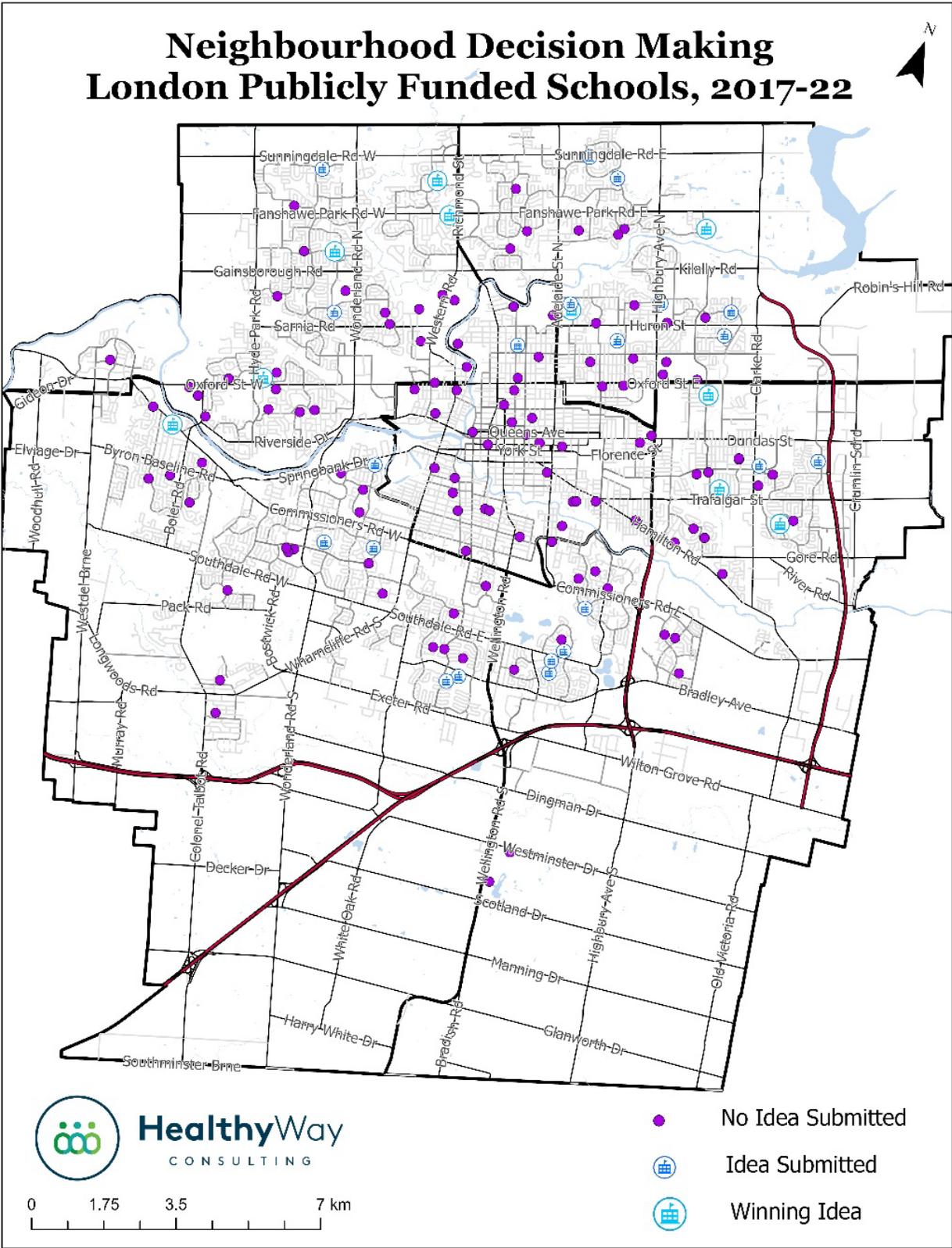


Figure 2: A map showing the spatial distribution of school-based ideas submitted and won as part of the NDM program between 2017 and 2022.

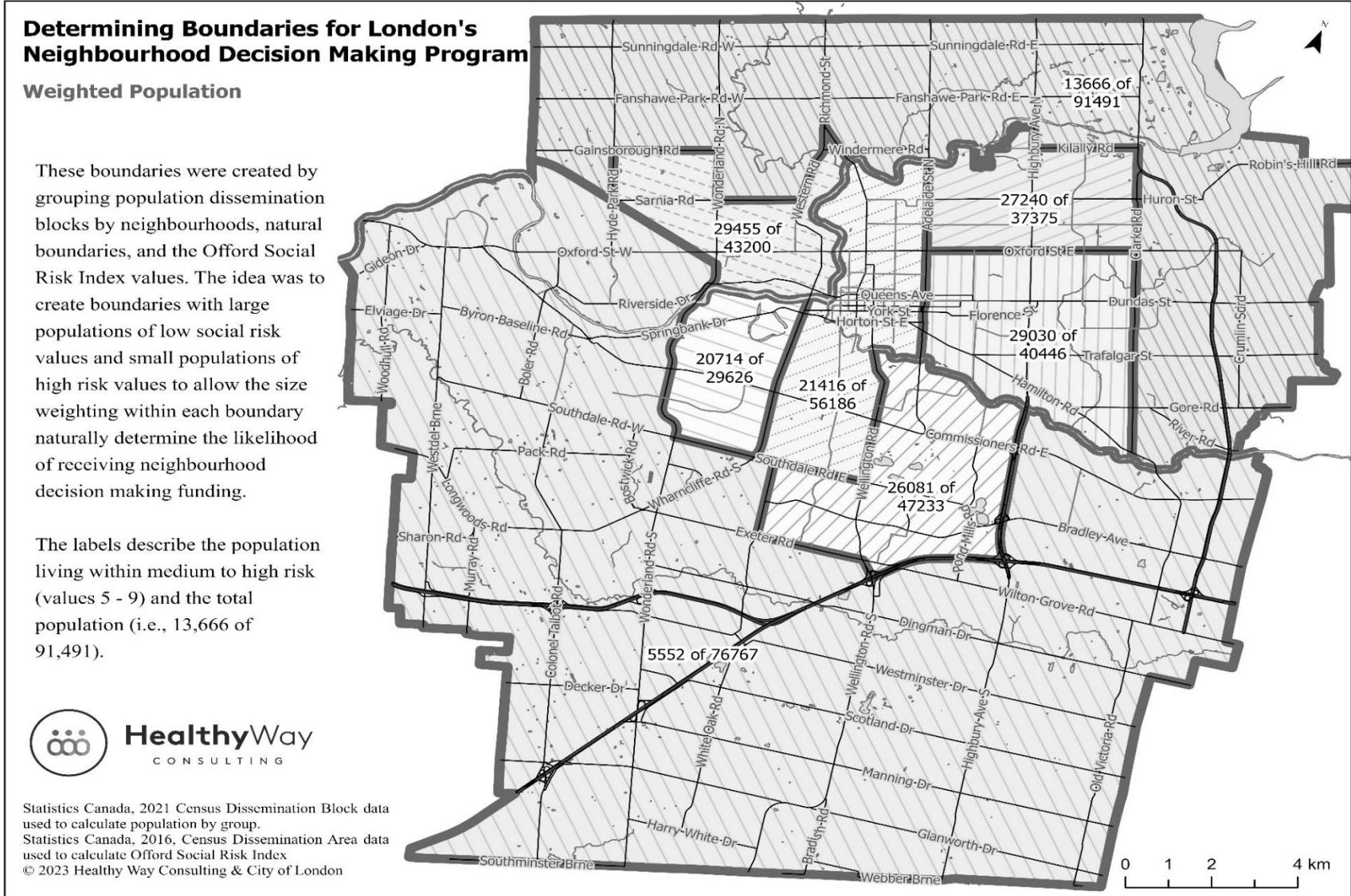


Figure 3: A map showing revised boundaries for the NDM program, creating areas with clusters of high and low social risk populations.

Neighbourhood Decision Making Guidelines

Purpose:

To engage, empower and connect residents by bringing neighbours together around community-driven projects that enhance and strengthen their neighbourhoods.

Guiding Principles

- The heart and essence of every city and community are its neighbourhoods. Strong neighbourhoods are about people and places and how they work together to make neighbourhoods great places to live, work and play.
- A strategy for stronger neighbourhoods will impact every neighbourhood and contribute to the quality of life for everyone; London is stronger when ALL its neighbourhoods are stronger.
- Residents will lead the change! They know what's best for their neighbourhoods and will support what they create.
- Collaborative effort will include many community organizations, businesses, and staff from several City of London Service Areas.
- Program implementation will be equitable based on the characteristics of neighbourhoods, its residents, and the goal of becoming a strong neighbourhood.

Who can submit an idea?

- Ideas can be submitted by London residents of all ages and resident-led groups.
- Residents cannot submit ideas in their professional capacity and ideas should not benefit or be perceived as benefiting any particular business or organization but the neighbourhood as a whole.

Idea proposals should.

- Involve and empower members of the neighbourhood and demonstrate broad-based and diverse participation in the project process.
- Be originated, planned, and put into action by the neighbours and community members who will be affected by the project.
- Occur within the city limits and be on public land that is accessible. Note, an exception may be considered in cases where public land is not available, and the project is completely and totally accessible to the general public. For example, a mural on the exterior wall of a building on private property.

Idea proposals should further the City of London Strategic Plan and may achieve the following outcomes.

- Improve neighbourhood safety, participation, and mobility.
- Beautify the neighbourhood.
- Improve community connections and understanding between neighbours or community members.
- Encourage equity, diversity, and inclusion.
- Enhance or expand green space.
- Protect neighbourhoods and communities from climate change.

Idea proposals should not.

- Delay or cancel projects that are part of Council's approved multiyear budget.
- Fund staff positions or reimburse idea submitters for their time and involvement.
- Pay for a project on private property unless it is accessible to the public.
- Substitute funding lost from other sources of money.
- Reimburse an organization's operating expenses not directly linked to the awarded project.
- Reimburse out-of-London travel expenses or any accommodation expenses.

- Pay for expenses or financial commitments undertaken prior to the organization being under contract with the City of London.
- Fund any alcohol, tobacco, gambling, or any other expenses not approved in the project plan.
- Fund high risk activities that could cause injury.
- Contribute to fundraising revenue for projects.

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 Traffic Management
System Vehicle Monitoring Units

Date: June 13, 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 vehicle monitoring units:

- 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 Applied Information Inc. of 510-4411 Suwanee Dam Road, Suwanee, Georgia, 30024, USA for pricing for a single source contract for one (1) year with three (3) option years for the provision of vehicle monitoring units 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 Applied Information Inc. to provide vehicle monitoring units to the London Fire Department; and,
- 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.

Executive Summary

This report requests authorization from Council for the single source purchase of vehicle monitoring units to be compatible with the City's transition from a line-of-sight traffic signal pre-emption system to a GPS-based traffic signal pre-emption system.

Linkage to the Corporate Strategic Plan

The London Fire Department Single Source Vehicle Monitoring Unit procurement is aligned with the following strategic areas of focus and outcomes from the City of London Strategic Plan 2023-2027:

- Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.
- Well-Run City: Londoners experience good stewardship, exceptional and valued service.

Analysis

1.0 Background Information

The London Fire Department (LFD), in coordination with the City's Traffic Engineering Division, uses a traffic signal pre-emption system. These systems are designed to give priority to certain vehicles by pre-empting or modifying the normal operation of traffic signals at intersections. The primary purpose of a traffic signal pre-emption system is to

facilitate the smooth and expedited movement of emergency vehicles through traffic, ensuring they can reach their destinations quickly and safely.

Historically, the City has been using a line-of-sight system but is now transitioning to a GPS-based system. The benefits of this new system include:

- **Accuracy:** A GPS-based system utilizes satellite signals to determine the exact location of the emergency vehicle, allowing for precise and reliable communication with traffic signals. It can accurately predict the arrival time of emergency vehicles at intersections, optimizing signal control accordingly.
- **Reduced Response Times:** By pre-empting traffic signals in advance based on GPS data, emergency vehicles can navigate intersections more efficiently, leading to reduced response times. This can potentially save lives and minimize property damage in emergency situations.
- **Integration with traffic management systems:** GPS-based systems can be integrated with existing traffic management systems, such as adaptive traffic signal control, to enhance overall traffic efficiency. This integration enables dynamic adjustments to signal timings based on real-time traffic conditions and the presence of emergency vehicles.

A traffic signal pre-emption system consists of a vehicle monitoring unit (VMU) installed on each applicable vehicle, in combination with a receiving unit installed at each intersection with a traffic signal. The Traffic Engineering Division has recently completed the installation of these Applied Information (AI) GPS-based receiving units on all intersections with traffic signals citywide. The London Transit Commission (LTC) also uses an AI system for transit priority and is transitioning to the new VMUs. The plan is to install compatible VMUs on all applicable LFD vehicles and then phase out the former line-of-sight system by the end of 2027.

2.0 Discussion and Considerations

2.1 Procurement Process

The City's Traffic Engineering Division used a formal Request for Proposal competitive bidding process, "RFP 21-08 Transit Signal Priority / Emergency Vehicle Pre-emption System", to complete their initial procurement of these units, for which Applied Information Inc. was the successful bidder.

To maintain compatibility with the AI GPS-based receivers installed on citywide traffic signals, the LFD seeks to enter a contract with Applied Information Inc. utilizing the single source procurement clause as outlined in section 14.4(d) of the Procurement of Goods and Services Policy (see below). To this end, the Deputy City Manager, Neighbourhood and Community-Wide Services, seeks authorization to have these VMUs procured from a single source.

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

Applied Information VMUs are available for immediate purchase. The LFD intends to purchase approximately forty-five (45) units over the next few years, up to a maximum of fifty (50) units, for the transition of all front-line emergency vehicles.

The approximate price to equip each vehicle with a VMU, including the first five years of operating and communication expenses, is \$2,860 CAD (excluding HST). The total estimated cost to transition all LFD emergency vehicles is \$143,000 CAD (excluding HST).

In 2023, the LFD will purchase and install up to a maximum of twenty-five (25) units at an estimated cost of \$71,500 (excluding HST). Installation will be performed by the LFD's Mechanical Division at no added cost. Annual purchases of VMUs will not exceed twenty-five (25) units.

3.0 Next Steps

The LFD continues to work closely with the Traffic Engineering Division as well as other City partners to ensure efficiency of emergency responses, as well as compatibility across the City's infrastructure. The previous line-of-sight system will be completely phased out, with receivers removed from City intersections, by the end of 2027.

Pending Council authorization to single source VMUs from Applied Information Inc., all emergency vehicles will be transitioned to this system over the next few years and newly purchased lifecycle replacement vehicles will be delivered with these VMUs pre-installed as part of the LFD's standardized specifications.

4.0 Financial Impact/Considerations

Funding for these VMUs is available in the Fire operating budget for 2023. Ongoing operating costs and future VMU purchases for this transition will continue to be included in the LFD operating budget subject to Council approval in the 2024 - 2027 Multi-Year Budget.

Conclusion

Authorization for single source procurement of Applied Information vehicle monitoring units per Section 14.4(d) of the Procurement of Goods and Services Policy is requested to allow for compatibility with the City's transition to a GPS-based traffic signal pre-emption 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: Jason Davies, Manager III, Financial Planning & Policy
Shane Maguire, Division Manager, Traffic Engineering
Steve Mollon, Manager, Purchasing and Supply, Finance Supports
Vanetia R, Solicitor I, Legal Services
Jason Wills, Manager III, Risk Management Division

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 Request for Fire
Apparatus – SS-2023-172

Date: June 13, 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 fire apparatus:

- 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 City View Specialty Vehicles, 1213 Lorimar Drive, Mississauga, ON, L5S 1M9, for pricing for a single source contract for one (1) year (2023) with four (4) option years (2024-2027) for the provision of Fire Apparatus to the London Fire Department;
- b) The London Fire Department **BE AUTHORIZED** to procure four (4) Fire Apparatus: 1 Pumper Rescue, 1 Tanker Pumper, 1 Heavy Rescue, and 1 Decontamination Response Vehicle from City View Specialty Vehicles, for \$7,895,136, excluding HST, including a contingency for currency exchange rate; and
- c) That the funding for this 2023 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 Civic Administration to purchase four (4) fire apparatus for delivery in 2024 in accordance with London Fire Department's Fire Master Plan and establish a contract with City View Specialty Vehicles for frontline vehicle replacement purchasing in 2024-2027.

Previous Reports Pertinent to this Matter

- [London Fire Department Emergency Tanker Repair](#) (March 21, 2023)
- [London Fire Department Single Source Request for Engine and Aerials](#) (Feb 22, 2023)
- [Fire Master Action Plan](#) (June 21, 2022)
- [London Fire Department Emergency Apparatus Procurement](#) (Aug 31, 2021)
- [London Fire Department Single Source Apparatus Procurement](#) (Aug 31, 2021)
- [London Fire Department Emergency Repair](#) (May 11, 2021)

Linkage to the Corporate Strategic Plan

This London Fire Department Single Source Request (SS-2023-172) for Fire Apparatus report is aligned with the following strategic areas of focus and outcomes from the City of London Strategic Plan 2023-2027:

- Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.

- Well-Run City: Londoners experience good stewardship, exceptional and valued service.

Analysis

1.0 Background Information

1.1 Context

The lifecycle for frontline fire vehicles has been 20 years, 17 years frontline and an additional three years as a spare vehicle. The London Fire Department's Fire Master Plan proposed a frontline vehicle lifecycle replacement schedule of 12 + 3 years, 12 years frontline and an additional three years as a spare vehicle.

In addition, in effort to extend the lifecycle of fire vehicles, consideration will be given to new fire apparatus being assigned to busier stations and then moved to less busy stations at a later time to allow for full use of warranty and manage excessive mileage on a single given vehicle.

This new fleet lifecycle replacement plan (12 + 3 years) includes the immediate purchase of four (4) new apparatus to replace those that have the most significant mechanical needs. It is recommended that an additional four (4) vehicles should be purchased in early 2024, subject to approval in the 2024 - 2027 Multi-Year Budget, in order to continue to replace an aging fleet to avoid future cost and service implications.

Significant cost increases continue to plague the industry resulting in much higher purchasing costs than anticipated. During the next quarter a 6% minimum increase has been reported to occur. From now until approval of the next Multi-Year Budget, being eight months, there may be more than one increase during this time.

Further to the cost increases that are being seen for vehicle purchases, the same can be seen in parts and service. Recently, a single frame rail replacement was done for a similar cost to a double frame rail replacement just two years ago. Other parts are being purchased at double the rate from two years ago if they are even available. Replacing the aging apparatus will aid in avoiding the expense of the required and costly maintenance.

The timeliness of these orders is crucial as the dealer, City View Specialty Vehicles ("City View"), advised that the build time is currently 18-24 months. Once delivery is made, specialized training for three weeks including mechanical, maintenance, and operations training will be locally delivered prior to placing vehicles into frontline service.

The timeliness of ordering vehicles for replacement and the ordering of parts and equipment for ongoing maintenance is critical for continuance of service. The LFD continues to plan ahead so as to avoid service delivery issues. Timely replacement of aging vehicles is key to ensuring uninterrupted service.

Consideration of firefighter health and wellness is a primary area of focus when looking at the design and functions of fire apparatus. As such, the design of the vehicles assists in the reduction of injuries as well as cancer prevention by including built-in Air Scrubbers.

With a focus on the [City of London Climate Emergency Action Plan](#), and as the City of London moves operations to become more environmentally viable to better align with the [Canadian Environmental Protection Act, 1999 \(CEPA\)](#), the LFD included this strategy in the proposal of the new apparatus. The new vehicles will be hybrid in nature, being equipped with Idle Reduction Technology.

2.0 Discussion and Considerations

2.1 Procurement Process

Utilizing the expertise of City of London’s Procurement and Supply Services, the LFD was able to access the Canoe Procurement Group of Canada program to connect with Rosenbauer/City View Specialty Vehicles. The Canoe Procurement Group is a Group Procurement Organization (GPO) entity that leverages the purchasing power of its membership to obtain discounted pricing that may not be available to a single organization on its own. The City of London is a member of the Canoe Procurement Group. All offerings through the Canoe Procurement Group have undergone a formal competitive bid process on behalf of Ontario’s municipalities, ensuring full compliance with the Procurement of Goods and Services by-law and trade agreements. The City issued a public notification of its intent to use various GPOs on January 30, 2023.

To pursue the advantages of this GPO, the LFD seeks to enter into a contract with Rosenbauer/City View Specialty Vehicles, 1213 Lorimar Drive, Mississauga, ON, L5S 1M9, utilizing the single source procurement clause as outlined in section 14.4(g) of the Procurement of Goods and Services Policy below. Therefore, the Deputy City Manager, Neighbourhood and Community-Wide Services, seeks authorization to have the noted apparatus procured from a single source.

Standardization of fire apparatus and equipment across the LFD fleet of frontline vehicles is another critical aspect that had to be considered in this selection. The LFD’s team of Emergency Vehicle Technicians maintains vehicles more easily if components of these new vehicles remain consistent. The supplier of these new vehicles meets this need of consistency as well as provides 24/7 response to mission critical parts and service needs.

The proposed selected vendor is also reviewing build time processes which affect their ability to produce the needed frontline fire apparatus within a reasonable timeframe. The vendor, like most, is affected by the critical raw material shortages across the world. To combat the increased delays in the manufacturing process, they are researching and instituting innovative ways to efficiently reduce build times. Reducing the time from order to delivery is critical so that the LFD can continue to respond to emergencies, thereby keeping Londoners safe.

2.2 Fire Apparatus Procurement

London Fire Department Frontline Large Vehicle Replacements					
	2023	2024	2025	2026	2027
Pumper Rescue	1	1	3	2	
Tanker Pumper	1			1	1
Heavy Rescue	1				
Decontamination Response Vehicle & POD	1				
Hazardous Materials Response		1			
Aerial Ladders		2			1
Technical Rescue			1		
Total per year	4	4	4	3	2

For 2023, the price of the Pumper Rescue is \$1,817,606 CAD (excluding HST) and the estimated cost for equipping each Pumper/Rescue is \$229,065 CAD. This delivery, outfitting, and putting into service is expected to be completed by Q4 2024. The total cost of this (1) Pumper/Rescue, including equipment, will be \$2,046,671 CAD (excluding HST). When assigned into frontline service, the vehicle being replaced will then become part of the spare fleet.

For 2023, the price of the Tanker/Pumper is \$1,955,500 CAD (excluding HST) and the estimated cost for equipping the Tanker/Pumper is \$229,065 CAD. This delivery, outfitting, and putting into service is expected to be completed by Q4 2024. The total cost of this Tanker/Pumper, including equipment, will be \$2,184,565 CAD (excluding

HST). This new vehicle will be replacing an aging reserve 2002 Tanker while at the same time providing the option to utilize this new vehicle as a Spare Pumper during the transition of the fleet to a 15-year lifecycle.

For 2023, the price of the Heavy Rescue is \$1,893,900 CAD (excluding HST) and the estimated cost for equipping the Heavy Rescue is \$120,000 CAD. This delivery, outfitting, and putting into service is expected to be completed by Q4 2024. The total cost of this Heavy Rescue, including necessary equipment, will be \$2,013,900 CAD (excluding HST). This vehicle will be replacing 2004 Heavy Rescue that has been placed out of service due to the cost of maintenance being greater than the value of the vehicle.

For 2023, the price of the Decontamination Response Vehicle is \$1,300,000 CAD (excluding HST) and the estimated cost for equipping the Decontamination Response Vehicle is \$50,000 CAD. This delivery, outfitting, and putting into service is expected to be completed by Q4 2024. The total cost of this Decontamination Response Vehicle, including equipment, will be \$1,350,000 CAD (excluding HST). This vehicle is a multi-lift truck that will work with a pod system. An example of this vehicle is seen below.



The accompanying London Fire Department Single Source Request for a Decontamination Pod SS-2023-171 report has identified the procurement of a Decontamination Pod (as shown below). This second report is due to the fact that the Pod is supplied by a different vendor than the Decontamination Response Vehicle noted above.



The total for all four (4) vehicles will be \$7,595,136 CAD (excluding HST) based on the above, plus an additional \$300,000 as a contingency amount for any potential currency exchange rate increases between the time of report production and execution of the purchase. Any unused portion of the additional \$300,000 contingency would be returned to the Efficiency, Effectiveness, and Economy (EEE) Reserve.

To address extended lead times on new vehicle orders, and to maintain existing service levels, it has become imperative that the LFD purchase vehicles in a timely manner as outlined above. This current purchase will be for one (1) Pumper/Rescue, one (1) Tanker/Pumper, one (1) Heavy Rescue, and one (1) Decontamination Response Vehicle to replace aging vehicles utilizing the single source procurement clause as outlined in sections 14.4(g) of the Procurement of Goods and Services Policy.

Sections 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 or a Group Procurement Organization (GPO).

2.3 Next Steps

In accordance with the Occupational Health and Safety Act, the LFD Apparatus Division will be trained in the maintenance of the new apparatus by the manufacturing specialists. In addition, the LFD Suppression Division will be trained for everyday maintenance and specialized operations by trained personnel prior to placing the vehicles into frontline service.

The Fire Master Plan provides direction for the gradual replacement of the aging fleet aligning with the Corporate Strategic Plan for 2023 – 2027 and the Multi-Year Budget of 2024 - 2027. The fleet replacement plan has laid out actions for replacement years and estimated costs of emergency and non-emergency vehicles in the LFD's fleet. This provides for an overall vision, direction, and guidance for Council to make decisions about service improvements and enhancements through fire hall locations, fleet configuration, and any other elements that affect the delivery of fire services to match the growing needs of the community.

The LFD, in collaboration with Procurement and Supply Services, continues to explore group buying opportunities to reduce costs, streamline the purchasing process, allow for standardization of vehicles and equipment, and ensure that the LFD's future fleet of fire vehicles will be of high quality and meet requirements.

3.0 Financial Impact/Considerations

The costs of these vehicles exceed the available capital budgets that have been previously approved. However, additional funding is available in the Efficiency, Effectiveness, and Economy Reserve for this purchase to offset the required budget increase per the Source of Financing Report attached as Appendix A. The Efficiency, Effectiveness, and Economy Reserve provides funding for opportunities that create efficiency, effectiveness, and economy. Returns can range from increased future revenues, decreased future expenditures, increased service levels, and improved service quality. As noted earlier in this report, the timeliness of these purchases is important because of rapid cost increases, long lead times, and the need to ensure critical services are maintained. Using funding from the Efficiency, Effectiveness, and Economy Reserve for these purchases will achieve three of noted returns: decreased expenditures, increased service levels and improved service quality. The Fire Master Plan action to reduce the lifecycle of LFD vehicles, including impacts to the Fire Facilities, Vehicle, and Equipment Renewal Reserve Fund, will be considered during preparation of the 2024 - 2027 Multi-Year Budget and beyond.

Conclusion

Administration is recommending the single source (SS-2023-172) procurement of Fire Apparatus as per Section 14.4(g) of the Procurement of Goods and Services Policy in accordance with the Fire Master Plan to replace an aging fleet, reduce order lead time, reduce maintenance costs, and avoid further inflated costs as the result of the City conducting a stand-alone competitive bidding process.

Prepared by: Gary Mosburger, Platoon Chief Manager

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, Finance Supports
Steve Mollon, Manager, Purchasing and Supply, Finance Supports
Vanetia R, Solicitor I, Legal Services
Jason Wills, Manager III, Risk Management, Legal Services

Source of Finance Report

Appendix "A"

#23125

June 13, 2023
(Single Source Contract)

Chair and Members
Community and Protective Services Committee
RE: London Fire Department Single Source Request for Fire Apparatuses
Capital Project FS115223 - Emergency Fire Vehicle
City View Specialty Vehicles, Inc. - \$7,595,136 (excluding HST)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Budget but can be accommodated with funding available in the Operating Efficiency, Effectiveness and Economy Reserve and that, subject to the adoption of the recommendations of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing for this project is:

Estimated Expenditures	Approved Budget	Additional Funding Requirement	Revised Budget	Committed To Date	This Submission
Vehicle & Equipment	2,043,839	8,028,811	10,072,650	2,043,839	8,028,811
Total Expenditures	\$2,043,839	\$8,028,811	\$10,072,650	\$2,043,839	\$8,028,811
Sources of Financing					
Drawdown from Fire Facilities, Vehicle and Equipment Renewal Reserve Fund	2,043,839	0	2,043,839	2,043,839	0
Drawdown from Operating Efficiency, Effectiveness and Economy Reserve (Note 1)	0	8,028,811	8,028,811	0	8,028,811
Total Financing	\$2,043,839	\$8,028,811	\$10,072,650	\$2,043,839	\$8,028,811

Financial Note:

	FS115223
Vehicle Cost	\$7,595,136
Add: HST @13%	987,368
Total Contract Price Including Taxes	8,582,504
Less: HST Rebate	-853,693
Add: Exchange Rate Contingency	300,000
Net Contract Price	\$8,028,811

Note 1: The additional funding requirement for this project can be accommodated by a drawdown from Operating Efficiency, Effectiveness and Economy Reserve. The forecasted balance of the reserve will be \$13.4M with the inclusion of this project.

Kyle Murray
Director, Financial Planning & Business Support

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 Request for a
Decontamination Pod Report – SS-2023-171

Date: June 13, 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 purchase of a Decontamination Pod:

- a) In accordance with Section 14.4(e) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Advanced Containment Systems Inc, (ACSI) 8720 Lambright Rd., Houston, TX, 77075, for the purchase of one (1) Decontamination Pod;
- b) The London Fire Department BE AUTHORIZED to procure one (1) Decontamination Pod that will replace the current Decontamination Trailer. The Decontamination Pod will be procured from Advanced Containment Systems Inc, for \$362,731 CAD (\$251,168 USD at current exchange rate), excluding HST, including a contingency for currency exchange rate, and with a minimum 50% downpayment at time of order; and
- c) That the funding for this procurement BE APPROVED as set out in the Source of Finance Report, attached as Appendix A.

Executive Summary

This report is an accompaniment to the London Fire Department Single Source Request for Fire Apparatus, June 13, 2023, and requests authorization from Council for the purchase of one (1) Decontamination Pod for delivery in 2024 in accordance with the London Fire Department's (LFD) Master Plan Action Plan.

Previous Reports Pertinent to this Matter

- [London Fire Department Emergency Tanker Repair](#) (Mar 21, 2023)
- [SS-2023-037 - London Fire Department Single Source Request for Engine and Aerials](#) (Feb 22, 2023)
- [Fire Master Action Plan](#) (June 21, 2022)
- [London Fire Department Emergency Apparatus Procurement](#) (Aug 31, 2021)
- [London Fire Department Single Source Apparatus Procurement](#) (Aug 31, 2021)
- [London Fire Department Emergency Repair](#) (May 11, 2021)

Linkage to the Corporate Strategic Plan

This London Fire Department Single Source Request for Decontamination Pod report is aligned with the following strategic areas of focus and outcomes from the City of London Strategic Plan 2023-2027:

- Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.
- Well-Run City: Londoners experience good stewardship, exceptional and valued service.

Analysis

1.0 Background Information

1.1 Context

This report accompanies the London Fire Department Single Source Request for Fire Apparatus, June 13, 2023, where it was noted that the Fire Master Plan Action Plan includes a plan to move 'to a 12+3-year replacement schedule for fire apparatus'. The current Decontamination Trailer was originally a repurposed Fire Investigation Trailer from 1998 and was refurbished for use in 2004. As a Decontamination Trailer, it is towed by a service vehicle. For the last 19 years, the trailer has played an integral role in our hazardous materials response capabilities and continues to provide additional opportunities for improving the quality of service. The LFD is moving away from larger response trailers for reasons of safety and efficiency. This pod system will not require an annual Ministry of Transportation Inspection, as is required for the current trailer. In addition, the pod's lifecycle would be set at 20 years, providing longevity and a greater return on investment.

Improving firefighters' health and wellness is a primary area of focus as noted in the Fire Master Plan Action Plan and this is a consideration when developing all new vehicles. This Decontamination Response Vehicle and the Decontamination Pod are designed to assist as a cancer prevention tool for firefighters, provide rehabilitation options, as well as provide immediate care to the public in mass casualty types of hazardous material situations.

Cancer in the fire service is a current reality; however, work is being done to better understand the increased risk, as well as enhancing prevention strategies, including the purchasing of a Decontamination Response Vehicle and Decontamination Pod to reduce this risk.

The Decontamination Pod will also provide onsite gender-neutral washroom facilities, which have been an ongoing challenge for the LFD during the execution of some duties, especially during long duration type of incidents.

The current trailer is in poor condition; therefore, there is an urgent need for replacement. The ongoing cost to maintain the current trailer in roadworthy condition is not advisable due to its diminished value. Increased downtime for excessive maintenance would impact service delivery.

The timeliness of this order is crucial as the manufacturer, ASCI, advises that their turnaround time is approximately eight (8) months. As such, the order will be placed at such a time that the pod will arrive at a similar time as the Decontamination Response Vehicle. Upon putting the Decontamination Response Vehicle and Pod into service, the current Decontamination Trailer will be decommissioned.

2.0 Discussion and Considerations

2.1 Procurement Process

The Deputy City Manager, Neighbourhood and Community-Wide Services seeks authorization for the single source procurement of one (1) Decontamination Pod from ACSI, per the process outlined in section 14.4(e) of the Procurement of Goods and Services Policy.

14.4 Single Source

The City of London Procurement of Goods and Services Policy stipulates that 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:

- e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience.

Through a scan of potential vendors and due to the components required within the Decontamination Pod, the 'roll-off' container design of the Pod, the ability to expand to other types of Pods for other uses, and as a manufacturer who has a tried-and-true record of doing this type of design/build of Decontamination Pods for Fire Department and Hazardous Materials Response Teams, Advanced Containment Systems Inc. (ACSI) is the only vendor found that can fulfill all the individual needs and meets all the requirements for the type of equipment LFD is looking for in this highly specialized type of equipment.

This vendor choice is also for practical reasons in that the equipment specified has been engineered, purpose built, field tested, and can stand up to years of service. In addition, it comes with applicable warranties and service for all components. ACSI has been working with Fire Departments, Law Enforcement, Healthcare, and the military for many years.

2.3 Next Steps

In accordance with the Occupational Health and Safety Act, the LFD Apparatus Division will be trained in the maintenance of this Decontamination Pod by manufacturing specialists. In addition, the LFD Suppression Division will be trained for everyday maintenance and specialized operations by trained personnel prior to placing the unit into frontline service.

3.0 Financial Impact/Considerations

The cost of the Decontamination Pod is \$342,731 CAD (\$251,168 USD at current exchange rate), excluding HST, with a minimum 50% downpayment at time of order, and an additional \$20,000 as a contingency amount for any potential currency exchange rate increases between the time of report production and execution of the purchase. Any unused portion of the additional \$20,000 contingency would be returned to the Efficiency, Effectiveness, and Economy (EEE) Reserve.

The cost of this Decontamination Pod exceeds the available capital budgets that have been previously approved. However, additional funding is available in the Efficiency, Effectiveness, and Economy Reserve, for this purchase to offset the required budget increase per the Source of Finance Report attached as Appendix A. The Efficiency, Effectiveness, and Economy Reserve provides funding for opportunities that create efficiency, effectiveness and economy. Returns can range from increased future revenues, decreased future expenditures, increased service levels, and improved service quality. As noted earlier in this report, the timeliness of this purchase is important because of long lead times and the need to ensure critical health and safety services are maintained. Using funding from the Efficiency, Effectiveness, and Economy Reserve for this purchase will achieve two of noted returns: increased service levels and improved service quality.

The Fire Master Plan action to reduce the lifecycle of LFD vehicles, including impacts to the Fire Facilities, Vehicle, and Equipment Renewal Reserve Fund, will be considered during preparation of the 2024 - 2027 Multi-Year Budget and beyond.

Conclusion

Administration is recommending the single source purchase of one (1) Decontamination Pod as per Section 14.4 (e) of the Procurement of Goods and Services Policy in accordance with the Fire Master Plan to replace an aged Decontamination Trailer, thereby increasing fire personnel safety and reducing maintenance costs.

Prepared by: Gary Mosburger, Platoon Chief Manager

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, Finance Supports
Steve Mollon, Manager, Purchasing and Supply, Finance Supports
Vanetia R, Solicitor I, Legal Services
Jason Wills, Manager III, Risk Management, Legal Services

Source of Finance Report

Appendix "A"

#23127

June 13, 2023
(Single Source Contract)

Chair and Members
Community and Protective Services Committee

RE: London Fire Department Single Source Request for a Decontamination Pod
(Subledger FLT23004)

Capital Project FS115223 - Emergency Fire Vehicle
Advanced Containment Systems Inc - \$342,731 (excluding HST)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Budget but can be accommodated with funding available in the Operating Efficiency, Effectiveness and Economy Reserve and that, subject to the adoption of the recommendations of the Deputy City Manager, Neighbourhood and Community-Wide Services, the detailed source of financing for this project is:

Estimated Expenditures	Approved Budget	Additional Funding Requirement	Revised Budget	Committed To Date	This Submission
Vehicle & Equipment	10,072,650	368,763	10,441,413	10,072,650	368,763
Total Expenditures	\$10,072,650	\$368,763	\$10,441,413	\$10,072,650	\$368,763

Sources of Financing

Drawdown from Fire Facilities, Vehicle and Equipment Renewal Reserve Fund	2,043,839	0	2,043,839	2,043,839	0
Drawdown from Operating Efficiency, Effectiveness and Economy Reserve (Note 1)	8,028,811	368,763	8,397,574	8,028,811	368,763
Total Financing	\$10,072,650	\$368,763	\$10,441,413	\$10,072,650	\$368,763

Financial Note:

	FS115223
Vehicle Cost	\$342,731
Add: HST @13%	44,555
Total Contract Price Including Taxes	387,286
Less: HST Rebate	-38,523
Add: Exchange Rate Contingency	20,000
Net Contract Price	<u>\$368,763</u>

Note 1: The additional funding requirement for this project can be accommodated by a drawdown from Operating Efficiency, Effectiveness and Economy Reserve. The forecasted balance of the reserve will be \$13.0M with the inclusion of this project.

Kyle Murray
Director, Financial Planning & Business Support

hb

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services

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

Subject: Recreation Activity Management System Contract Extension

Date: June 13, 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 June 27, 2023 to:

- a) approve the two additional five-year renewal periods in the original 2018 PerfectMind Agreement between PerfectMind Inc. and The Corporation of the City of London, which was originally approved for one five-year period by Municipal Council on April 10, 2018, attached as Schedule “A”;
- b) approve the PerfectMind Contract Extension Agreement attached as Schedule “B” between PerfectMind Inc. and The Corporation of the City of London;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above noted Contract Extension Agreement;
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute any further contract renewals or extensions to the above noted Contract Extension Agreement; and,
- e) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate to undertake all administrative acts that are necessary in regards to the Contract Extension Agreement.

Executive Summary

This report recommends that The Corporation of the City of London enter into the PerfectMind Contract Extension Agreement, attached as Schedule “B” to the proposed by-law, with PerfectMind Inc., the City’s current Recreation Activity Management System provider, for a period of up to two five-year terms, noting the terms of the original Agreement remain in effect.

PerfectMind is the City’s software system that provides for recreation and sport program online registration and facility reservation; membership management; point-of-sale; financial assistance allocation and tracking; and extensive reporting capabilities.

Linkage to the Corporate Strategic Plan

The Recreation Activity Management System Contract Extension is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2023-2027:

- Well-Run City – The City of London is trusted, open, and accountable in service of the community.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Single Source Procurement SS18-14 Recreation Activity Management System](#) (CPSC, April 4, 2018)
- [RFP 14-18 Recreation Activity Management System](#) (CPSC, February 18, 2015)

2.0 Discussion and Considerations

The original contract, executed April 11, 2018 with PerfectMind Inc., was for a five-year term beginning August 8, 2018 and ending August 7, 2023. Included in the original contract was a provision to extend the term for two additional five-year terms at the City's sole discretion. This report seeks Council's approval to act on the provision in the original contract to extend the term of the contract with PerfectMind Inc. and to delegate authority for future renewals or amendments to the Deputy City Manager, Neighbourhood and Community-Wide Services.

3.0 Financial Impact/Considerations

There are no financial impacts associated with this report as the Recreation Activity Management System expense is in existing budgets.

Conclusion

Civic Administration requests approval by Council to enter into a Contract Extension Agreement with PerfectMind Inc. for two additional five-year terms to continue to provide the City's Recreation Activity Management System that is currently in use.

Prepared by: Scott Oldham, Manager, Administration and Divisional Support

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

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

Appendix A

Bill No.
2023

By-law No.

A by-law to approve and authorize the execution of the PerfectMind Contract Extension Agreement between PerfectMind Inc. 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. The terms within the original 2018 PerfectMind Agreement between PerfectMind Inc. and The Corporation of the City of London are approved for two additional five-year renewal periods, attached as Schedule "A".
2. The PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London, substantially in the form attached as Schedule "B" to this by-law, is hereby authorized and approved.
3. The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated authority to execute the Contract Extension Agreement.
4. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authority to execute further amending agreements.
5. The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authority to undertake all administrative acts that are necessary in regards to the Contract Extension Agreement.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

Schedule A:

**MASTER AGREEMENT FOR CLOUD-BASED SERVICES
2018 PERFECT MIND AGREEMENT**

MASTER AGREEMENT FOR CLOUD-BASED SERVICES

THIS AGREEMENT made as of April 4, 2018 (“Effective Date”).

BETWEEN:

The Corporation of the City of London (“City”)
300 Dufferin Avenue
London, Ontario N6A 4L9
Telephone: 519-661-2489

Initial Contact: **Scott Oldham**
Telephone: 519-661-2489 x2737
Email: soldham@london.ca

AND

PerfectMind Inc. (“Vendor”)
2nd Floor, 4333 Still Creek Drive
Burnaby, BC V5C 6S6
Telephone: 1-877-737-8030

Initial Contact: **Ali Sanei**
Telephone: 1-877-737-8030 X 6314
Email: ali.sanei@perfectmind.com

1. STRUCTURE

1.1 Background.

- (a) On July 19, 2016, the City of Brampton, Ontario issued the following request for proposals: RFP2016-004 – Replacement of Existing Recreation Software System, for a Five Year Period for the City of Brampton. Included with the response of the aforementioned RFP was an agreement that additional cities may join a buying group for the benefit of the members and the City of London has agreed to join.
- (b) Vendor is engaged in the business of providing cloud-based services including the Services (as defined below) and represents that it has the skill, knowledge and resources to provide the Services and, if applicable, any related Goods (as defined below).

1.2 Structure. “Master Agreement” means the sections and schedules of this Master Agreement for Cloud-based Services (as amended from time to time), but “Master Agreement” does not include any Statements of Work. “Statement of Work” or “SOW” means any written agreement (as amended from time to time) made between the City and Vendor that expressly states that it is a Statement of Work made pursuant to this Master Agreement. “Agreement” means this Master Agreement and any Statements of Work made pursuant to it.

- 1.3 Entering into SOWs.** From time to time, the City and Vendor may enter into a SOW governed by this Master Agreement, but the City is not obligated to do so.
- 1.4 Precedence.** In the event of any inconsistency between the terms and conditions of this Master Agreement and the terms and conditions of any SOW, the terms and conditions of this Master Agreement will prevail except in relation to a provision of the SOW that specifically identifies a conflicting provision of the Master Agreement and states that the conflicting provision of the Master Agreement does not prevail. In the case of any conflict or inconsistency between any of the following documents, the documents will be interpreted in accordance with the order of priority set out below: (i) a provision of the SOW that specifically identifies a conflicting provision of the Master Agreement and states that the conflicting provision of the Master Agreement does not prevail; (ii) the main body of the Master Agreement; (iii) Schedule A, Schedule B, Schedule C and Schedule D; (iv) any SOW; (v) the RFP; and (vi) the Proposal.

2. SERVICES

- 2.1 Non-exclusive.** Nothing in the Agreement will prevent the City from contracting with any other Person to acquire any goods or services that are identical or similar to any goods or services that may be provided by Vendor under this Agreement. "Person", if the context allows, includes any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of them.
- 2.2 Services.** Vendor agrees to provide the services described as being provided by Vendor in this Master Agreement or any SOW (the "Services") in accordance with the terms and conditions set forth in this Agreement.
- 2.3 Subcontracting.** Vendor may not subcontract the performance of all or part of the Services without the prior written consent of the City. If Vendor subcontracts a portion of the Services, Vendor is responsible for the acts and omissions of its subcontractors, as if they were its own acts and omissions. Vendor will be solely responsible for all payments to all of its Representatives including but not limited its subcontractors. The Vendor advises it has subcontracted certain hosting services, to Amazon Web Services, Inc. (Hosting Service Provider). The Vendor agrees and undertakes to provide not less than sixty (60) days advance written notice to the City of a proposed change in the Hosting Service Provider for which the City's prior written consent shall be required. This consent shall be subject to any time required for the City to conduct the requisite due diligence with regard to the proposed Hosting Service Provider but such consent will not be unreasonably withheld or delayed. In no event shall the Vendor request change the Hosting Service Provider unless the Vendor, acting reasonably, experiences unacceptable service degradation by the Hosting Service Provider. Should the City refuse to consent to the new Hosting Services Provider, the City may immediately terminate this Agreement without cost or penalty and with no further responsibility to the Vendor.
- 2.4 Passwords.** Vendor will or will authorize a Representative of the City to promptly issue a password for each cloud-based Service to each User for whom the City requests a password. "User" means any individual authorized by the City to use all or part of any Service. Vendor acknowledges that role-based authorizations may be required for Users. Vendor further acknowledges that if any Service is being used by the City to

support interaction between the City and those resident in or doing business within the City's boundaries, such interactions may result in third party use of the Services.

- 2.5 Review.** Any cloud-based Service to be provided by Vendor will be subject to review by the City to confirm that the Service: (i) complies with any specifications set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the review is successful, the City will approve the cloud-based Service in a written document signed by the individual noted as the "Sponsor" in the applicable SOW or his or her delegate. Otherwise, the City will advise Vendor of any deficiencies in writing. The City will have thirty (30) days from the date on which the Service is made available to the City for review to complete its review. Vendor will use all commercially reasonable efforts to remedy any such deficiencies (at its sole expense) within thirty (30) days (or such longer period, with written confirmation from the City, as may reasonably be required for remedying the deficiencies). For the avoidance of doubt, the foregoing remediation period is applicable to the post "go-live" period. A deficiency is described as any non-compliance of the specifications as set out in this agreement, the Statement of Work or description of features in this agreement.
- 2.6 Service Levels.** "Service Level Metric" means a service level metric applicable to any Service as set out in the SOW pursuant to which that Service is provided. When providing Services pursuant to any SOW, Vendor will provide the Services so as to:(i) meet or exceed all Service Level Metrics set out in the SOW; and (ii) promptly remedy any failure to do so.
- 2.7 Personnel.** Vendor will ensure that its Representatives assigned to provide any Services are qualified to do so. The City will, upon request, be entitled to review and, acting reasonably, approve the qualifications of any Representatives that Vendor proposes to assign or has assigned to perform any Service.
- 2.8 Replacing Personnel.** If the City provides the Vendor with thirty (30) days prior written notice that the City is dissatisfied with the performance of any Representative of Vendor assigned to provide any Service, Vendor will take all necessary steps to remedy the problem, but if the problem persists or if requested by the City, Vendor will promptly replace the Representative with a Representative who possesses equivalent or greater qualifications and experience to perform the affected Services, and do so at no additional incremental cost to the City.
- 2.9 Key Personnel.** If a Representative of Vendor is listed in this Agreement as performing an identifiable role or task, Vendor may not replace the Representative without the prior written consent of City, unless the Representative (i) is no longer employed by Vendor; (ii) is taking maternity or parental leave; (iii) is taking an extended medical leave; (iv) is on reservist leave.
- 2.10 Facilities.** Any facilities or equipment that the City is to furnish to Vendor to use to provide any Services (for example, workspaces, telephones and computers) will be identified in the SOW applicable to the Services, and Vendor will use such facilities and equipment solely to provide the Services.
- 2.11 Other Contracts.** Vendor will ensure that none of its agreements with its subcontractors contain any provisions that would prevent any subcontractor from contracting directly with the City for the supply of any products or services after expiration or termination of this Agreement or for the supply of any products or services (including for greater

certainty the Goods or Services to be provided hereunder) at any time during the Initial Term (including any Renewal Term(s)).

2.12 Most Favoured Customer. The terms and conditions set out herein are not any less favourable than the terms and conditions offered to any Vendor customer with substantially similar usage/profile. Upon request by the City, and no more than once per year, the Vendor will provide confirmation of the foregoing (by way of written communication from a senior officer of the Vendor corporation). In the event that the Vendor confirms that the terms and conditions set out herein are less favorable than those provided to any Vendor customer with substantially similar usage/profile, the terms and conditions set out hereunder shall be revised accordingly. In this section 2.12, "substantially similar usage /profile" means substantial similarity in the number and size of facilities operated, revenue from the facilities, volume of the transactions processed, number and types of users of the Services (e.g. front desk, administration, fulltime/part-time instructor users), usage of features and functionalities within the Services, and being part of a similar size group of customers who negotiated and entered into agreements with Vendor together.

2.13 Oversight and Review. Vendor will oversee and review the performance of any Services by its Representatives to verify that the Services are being provided in a manner consistent with this Agreement and industry standard practices. Vendor will provide a detailed description of the oversight and review process to the City upon request.

3. GOODS

3.1 Goods. "Goods" means any item (tangible or intangible) that Vendor is required to provide to the City under this Master Agreement or any SOW. Vendor agrees to provide to the City the Goods described as being provided pursuant to this Master Agreement or any SOW. All Goods will be new, not used or refurbished, unless the SOW pursuant to which they are being provided clearly states otherwise. Any applicable shipping costs will be at Vendor's expense. All goods as are necessary and are customarily furnished by persons providing goods or services of a similar nature to the Goods and Services described in any SOW or may reasonably be inferred to be included will also be included and provided pursuant to that SOW.

3.2 Documentation. "Documentation" means all documents (regardless of how embodied) that are related to or that are reasonably required to enable the City to use or to obtain the benefit of any Goods or Services and includes without limitation all reports. Documentation to be used in conjunction with any other Good will be provided to the City by Vendor at the same time as the other Good.

3.3 Review. Any Good to be provided by Vendor will be subject to review by the City to confirm that the Good: (i) complies with any specifications set out in the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the Good does, the City will approve the Good in a written document signed by the individual noted as the "Executive Sponsor" in the applicable SOW or his or her delegate. Otherwise, the City will advise Vendor of any deficiencies in writing. The City will have 30 days from the date on which the Good is provided to the City for review to complete its review. Vendor will use all commercially

reasonable effort to remedy any such deficiencies within seven days (or such longer period as may reasonably be required for remedying the deficiencies).

4. ADMINISTRATION

- 4.1 Days and Hours.** "Business Day" means Monday to Friday inclusive, other than a day that is observed as a statutory holiday in the Province of Ontario. "Business Hours" means between 8:00 a.m. and 5:00 p.m. (local time in Ontario) on a Business Day.
- 4.2 Contacts.** Each party will appoint one of its individual Representatives to be its "Contact". A party may change its Contact by giving five days written notice to the other party. A party's Contact is responsible for the day-to-day matters arising from or relating to the Goods and Services.
- 4.3 Sponsors.** Each party will appoint one of its individual Representatives to be its "Sponsor". A party may change its Sponsor by giving five days written notice to the other party.
- 4.4 Representatives.** "Representatives" means, in the case of the City, Vendor or any other Person, any directors, officers, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors and in the case of the City only, its elected officials.
- 4.5 Status Reports.** Vendor will deliver to the City such reports as are: (i) specifically set forth in the Agreement at the intervals set out in the Agreement; or (ii) mutually agreed upon during the Discovery Phase and as set out in the Price Schedule. The reports will be in a format acceptable to the City acting reasonably.
- 4.6 Status Meetings.** Upon the City's written request, the City's Contact and Vendor's Contact will meet to review the status of all active SOWs and any outstanding concerns relating to Goods or Services. The meetings may take place in person at a mutually agreeable location or by any means of telecommunication agreed to by the Contacts. Vendor's Contact will produce minutes for each meeting, and promptly provide them to the City's Contact. The City may approve the minutes or add further materials to them.
- 4.7 Changes.** "Change" means a change to the Services or Goods. Either the City or Vendor may suggest a Change by giving the other written notice of the proposed Change. The notice should include a reasonably detailed description of the proposed Change and the reasons for the proposed Change. If either Contact acting reasonably determines that the proposed Change should be developed as a new SOW, Vendor will prepare a new SOW. Otherwise, Vendor will prepare a draft addendum to the SOW affected by the proposed Change. The draft addendum will include: (i) a reasonably detailed description of the proposed Change; (ii) if applicable, any changes to the actual or estimated Fees to be paid pursuant to the affected SOW; and (iii) if applicable, any changes to the actual or estimated timeline for providing the affected Services. The proposed Change will not become effective until the City and Vendor agree in writing on the terms and conditions of the new SOW or draft addendum (as applicable) and sign it. Vendor is responsible for any costs that it incurs to complying with this section. Notwithstanding any other terms and conditions of this Agreement, the Vendor may add at no cost or expense to the City new features or functions to the Services and Goods.
- 4.8 Records.** During the Term and for seven years after the termination or expiration of the Agreement, Vendor will keep and preserve accurate records relating in any way to

Vendor's and its Representatives' provision of any Services or Goods to the City (the "Business Records").

4.9 Financial Audit.

- (a) The City shall have the right, upon no less than 30 days' written notice to Vendor, to audit or appoint an independent chartered accountant or public accounting firm to audit all financial records relating to the fixed fees charged by Vendor for the Services, associated with the contract kept by or under the control of Vendor. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies or discloses overpricing or overcharges (of any nature) by Vendor to the City in excess of 5% of the total billings. In this case, in addition to making adjustments for the overcharges, Vendor shall reimburse the City for the actual cost of the City's audit.
- (b) Without limiting section 4.8, Vendor shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this Agreement, including any and all renewals thereof.
- (c) All information requested or required pursuant to this right to audit shall be made available during normal business hours at Vendor's office or place of business. There shall be no more than one audit per any twelve-month period. All audits shall be conducted in a manner to minimize disruption to Vendor's business.
- (d) This right to audit shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by municipal, provincial, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.
- (e) This right to audit shall survive the completion, expiry or termination of the Agreement.

4.10 Security Audit.

Vendor shall cause a qualified third party tester to conduct web-application penetration testing on Vendor's software as a service platform, at least on an annual basis, and cause the third-party tester to provide written attestation that such tests were conducted, and that Vendor has taken active steps to rectify any issues identified in the previous test. At the written request of the City no more than once in every 12 months, Vendor shall provide a copy of such attestation by the third-party auditor to the Customer.

Vendor shall: (i) keep its Payment Card Industry/Data Security Standard ("PCI/DSS") certification in good standing; and (ii) have PCI/DSS audits performed annually. The City may access, anytime and from time to time, a copy of the PCI/DSS certificate of compliance, which will be maintained on Vendor's website at all times, to verify Vendor's PCI compliance.

Vendor confirms that its Hosting Service Provider engages an independent third party to conduct a SOC 2 Type II audit and such audit shall be conducted on an annual basis and in accordance with industry standards such as the attestation standards established by the American Institute of Certified Public Accountants (AICPA) and assurance standards

established by the Chartered Professional Accountants of Canada(CPA Canada) and the Trust Services Principles and Criteria for Security, Availability, and Confidentiality. If, at any time, Vendor is notified or becomes aware of any instances of control failures in connection with its hosting service provider, then Vendor shall immediately notify the City.

4.11 Cooperation

- (a) Vendor will cooperate with and provide reasonable assistance to the City to facilitate any review or audit described in this section 4.
- (b) Any review or audit described in this section 4 may be conducted by the City's own employees or agents, or by an external auditor appointed by the City. Any external auditor retained by the City or by the Vendor to conduct any review or audit hereunder will be required to comply with any applicable provisions of the Agreement relating to the protection of Vendor's Confidential Information.

4.12 Dispute Resolution. In the event of a dispute relating to or arising from the Agreement, the party who wishes to raise the dispute will give the other party written notice of the dispute. The dispute will be deemed to have arisen on the day that notice is received by the other party. Within five Business Days of the dispute arising, the Contacts will meet and attempt to resolve the dispute. If the Contacts fail to resolve the dispute within 10 days of that meeting, the dispute will be escalated to the Sponsors. The Sponsors will meet within five Business Days of it being escalated. If the Sponsors fail to resolve the dispute within 10 days of that meeting, then either party may choose the course of action that it deems appropriate.

4.13 Accessibility Requirements. The Vendor's delivery of the Goods, Documentation, Services, cloud-based Services software and Platform Software shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the *Ontario Human Rights Code (HRC)* R.S.O. 1990, CHAPTER H.19, the *Ontarians with Disabilities Act*, S.O. 2001, CHAPTER 32, and the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005 c.11, any regulations made thereto and any direction from the City. The public facing Services provided by the service provider shall comply with and adhere to WCAG 2.0 Level A upon delivery of the Services. The City is responsible for maintaining the WCAG 2.0 Level A while using the Services after delivery, including uploading of Accessible content (documents, PDF/Word/HTML, images), and using the Services to edit public facing content.

5. TERM AND TERMINATION

5.1 Term.

- (a) **Term.** Unless terminated earlier in accordance with the terms of this Agreement, the Agreement will become effective commencing on the Effective Date and will remain in effect until the fifth (5th) anniversary of Kick-off Date (the "Initial Term"). Subscription services commence immediately upon completion of Milestone 1 (Kickoff).
- (b) **Renewal.** The City in its sole discretion may extend this Agreement beyond the period specified in section 5.1(a) above for up to two (2) additional periods of up to 5 years each (each a "Renewal Term") by giving written notice of such extension to the Vendor at least sixty (60) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable. However, any such Renewal

Term exercised by the City is subject to budget approvals by the City, satisfactory performance of the Vendor as solely determined by the City, and pricing satisfactory to the City. Vendor may increase the fees payable by the City during a Renewal Term by providing written notice to the City at least ninety (90) days prior to the immediately following Renewal Term. The Vendor covenants that it will not increase the rates in the "PerfectMind Pricing" Table, based on which the fees payable by the City will be determined by more than 25% over the rates applicable during the Initial Term or the first Renewal Term, as the case may be.

Collectively, the Initial Term and any Renewal Terms are the "Term".

5.2 Termination.

- (a) The City may terminate this Agreement on written notice to Vendor, effective immediately, if the Vendor ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver.
- (b) The City may terminate this Agreement or any SOW on written notice to the Vendor, effective immediately, if the Vendor is in material default of any provision of this Agreement that is not cured within twenty (20) days following written notice of the default from the City.
- (c) The City may terminate this Agreement on written notice to the Vendor, effective immediately, if the "Critical Go-Live Items" listed in Schedule E, operating materially in compliance with the requirements set out in Schedule E, are not available at the time of "go-live".
- (d) Vendor may terminate this Agreement or any SOW on written notice to the City, if the City is in material default of any provision of this Agreement that is not cured within twenty (20) Business Days following written notice of default from Vendor.

5.3 Upon Termination. Upon the termination of this Agreement or any SOW:

- (a) Vendor will with respect to the affected SOWs, perform all Services set out in each as to be performed by Vendor upon termination and within ten (10) Business Days of doing so provide a final status report for that SOW; and
- (b) The City will pay for any Goods and Services provided pursuant to an affected SOW and in compliance with the Agreement prior to or on the date of termination and any amounts set out in an affected SOW as payable upon termination.

5.4 Data. Upon request of the City within thirty (30) days of the termination or expiration of this Agreement (unless terminated by Vendor for cause in accordance with section 5.2(c)), the Vendor will, provide a copy, within ten (10) Business Days of the City's request, of the then current City Data, that the Vendor has collected each in a commercially reasonable format (such as comma separated values (.csv)), acceptable to the City acting reasonably. Vendor will maintain a copy of the City Data until the earlier of the following dates: (i) forty-five (45) days after the termination or expiration of this Agreement; and (ii) the date on which the City confirms in writing that the last copy of the City Data, provided to the City appears to be complete. For the avoidance of doubt, Vendor is required to provide such service only once during the period specified in the first sentence of this section 5.4.

5.5 Survival. Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration, and will remain in full force and effect following the expiration or termination of this Agreement.

6. PAYMENT

6.1 Fees. The City will pay to Vendor the fees for the Services provided pursuant to and in accordance with any SOW (the "Fees"). The Fees for the Services provided pursuant to a SOW are set out in the SOW. If a payment schedule is set out in the SOW, Vendor will invoice for the Fees in accordance with that payment schedule. Otherwise: (i) Fees to be calculated on a time and materials basis will be invoiced monthly in arrears; and (ii) fixed price Fees will be allocated proportionately over the estimated time frame for the providing the applicable Services plus three months and invoiced monthly in arrears.

6.2 Goods. Unless otherwise specified in any SOW, the charges for the Goods to be provided by Vendor under any SOW are included in the Fees for the Services to be provided by Vendor under that SOW. If there are additional charges for any Good ("Charges"), Vendor will not invoice the City any Charge until after the applicable Good has been delivered to the City and reviewed and approved by the City.

6.3 Taxes. All Fees are exclusive of all taxes now in force or enacted in the future and imposed on the provision of goods and services ("Taxes"). The City will be responsible for all such Taxes, except for Taxes based on Vendor' net income, capital gains or employee withholdings. Applicable Taxes will be included in each invoice.

6.4 Expenses. Unless expressly set out otherwise and agreed in writing in the applicable SOW or an addendum to it, the City will pay to Vendor a flat rate of \$550 per day per Vendor employee or subcontractor who provides on-site services pursuant to this Agreement to cover accommodation, meal, local transportation and other out-of-pocket expenses except travel (airfare) expenses. The City will reimburse Vendor for all reasonable travel (airfare) expenses incurred by Vendor to send its employees and subcontractors to City's site to provide services pursuant to this Agreement. All such expenses for which Vendor seeks reimbursement will be supported by original documentation for such expenses in a form reasonably acceptable to the City.

6.5 Payment. With respect to any invoice issued by Vendor in accordance with the Agreement: (i) the City will pay any amount owing for Fees, Expenses or Taxes within 30 days of the date on which the invoice was issued by Vendor. No interest will be charged on late payments.

6.6 Rates. Schedule D is a table of rates. If a rate for a certain type of resource is listed in Schedule D, the rate for that resource set out in any SOW may not exceed the rate set out in Schedule D.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND ACCESS TO INFORMATION

7.1 Confidentiality. Vendor agrees to be bound by the terms and conditions set out in Schedule C, and any additional terms and conditions regarding privacy or security set out in any SOW.

7.2 MFIPPA. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended from time to time. The City cannot

guarantee that the confidentiality of any information that is in the custody or control of the City will be preserved if a request for access to it is made under MFIPPA.

- 7.3 Personal Information.** Vendor will comply with any laws (including regulations and common law) pertaining to the privacy protection of Personal Information to which Vendor is subject. Vendor will provide the City with information, cooperation and assistance, as reasonably requested by the City from time to time, in order to enable the City to comply with any and all requirements to which the City is subject under any laws (including MFIPPA, regulations and common law) pertaining to the privacy protection of Personal Information.
- 7.4 Security.** Should Vendor interact with the City's premises, infrastructure or systems, while doing so, Vendor will comply with all of the City's rules, procedures and policies relating to confidentiality, privacy or security including those set out in the Agreement, provided to Vendor in writing or posted on site. The City reserves the right to prohibit any of Vendor's Representatives who do not comply with such rules, procedures and policies from obtaining any physical or electronic access to the City's premises, infrastructure or systems.
- 7.5** The Vendor agrees to cooperate with the City and provide reasonable assistance when the City conducts any privacy impact assessment, threat risk assessment or any other assessment related to the security and privacy of the Services or Goods.
- 7.6 Publicity.** Vendor will not issue any public notice or press release, or otherwise make use of its association with the City or this Agreement, without the prior written consent of the City. Notwithstanding the foregoing, upon the execution of this Agreement and until its expiry or earlier termination, Vendor will be authorized to use the City's name in Vendor's marketing material and on Vendor's website with a statement that the City is a client of Vendor, or that Vendor has been chosen by the City, or in a list of Vendor's clients (but without any statement of endorsement for the Vendor or its software as a service).
- 7.7 Extraterritorial Measures.** Vendor will ensure that any Personal Information, City Data and Confidential Information of the City which is provided to or hosted by the Vendor, or to which Vendor obtains access in the course of this Agreement remains in Canada unless its removal is expressly permitted in writing by the City. Any such permission will be set out in the applicable SOW or an amendment to it.
- 7.8 Privacy and Security.** Vendor shall notify City immediately, and in no event more than twenty-four (24) hours of if Vendor becoming aware:
- (a) that any Representative of Vendor has accessed, used or disclosed without authority or disposed of Personal Information (including Confidential Information) other than in accordance with the Agreement or in accordance with any direction provided by City;
 - (b) that an unauthorized person has accessed, used or disclosed without authority Personal Information (including Confidential Information);
 - (c) of any risk that raises the likelihood that any, use, disclosure without authority or disposal referred to in this section may occur; or
 - (d) any act or omission by Vendor or any of Vendor's Representatives which constitutes or is likely to result in a breach by Vendor of its obligations under this Agreement relating to privacy or security.

(each a “**P/S Incident**”). Vendor shall provide City with notice of the name and contact information of the individual to whom City should report any P/S Incident that, in the opinion of City, require escalation.

7.9 In the event of an investigation or inquiry into any breach or suspected breach by the Vendor, of the City’s privacy or security requirements, upon notice to the Vendor, the City acting reasonably may, without penalty, suspend further use of the Vendor’s Services for so long as necessary to obtain reasonable assurances that the City’s privacy and security requirements are being met.

7.10 Logging Access. The City will be provided access by the Vendor such that the City can retrieve audit logs and / or reports which sets out the name of any person who has accessed Vendor’s software as a service platform , provided that the audit logs will only show that access was made by an employee/agent of Vendor and will not show the name of the employee/agent. Accessing this information will be at a time convenient to the City. Should the Vendor’s assistance be required to aid the City, said assistance will not be unreasonably withheld.

7.11 Financial Transactions. If any of the Services include processing financial transactions on behalf of the City. This section 7.12 applies.

- (a) The Services will be provided in a manner that meets or exceeds the Payment Card Industry (PCI) data security standards (entitled, “Payment Application Data Security Standard” or “PA-DSS”), especially in relation to “Cardholder Data” and “Sensitive Authentication Data” (both as defined by PCI).
- (b) Should Vendor’s provision of the Services change in any way that results in the Services no longer being provided in a manner that meets or exceeds the PCI data security standards, Vendor will: (i) give the City immediate written notice of the non-compliance; and (ii) use best efforts to correct the non-compliance.
- (c) From time to time, the City may request and Vendor will provide evidence of Vendor’s compliance with the PCI data security standards.
- (d) When PCI issues a new version of the PA-DSS, Vendor will provide the Services in compliance with the most recent version of the PA-DSS.

8. CONFLICT OF INTEREST

8.1 No Conflict of Interest. Vendor warrants and covenants with the City that Vendor (including Vendor’s Representatives) has not engaged and will not engage in any activity, where such activity creates a conflict of interest (actually or potentially in the sole opinion of the City) with the provision of Goods and Services pursuant to the Agreement. Vendor will promptly advise the City of any situation which creates an actual or potential conflict of interest and will abide by the City’s determination with respect to such matter.

8.2 Vendor’s Representatives. The Vendor will take all necessary steps to ensure that the Vendor’s Representatives do not violate section 8.1, and will be responsible for any such violation.

8.3 Anti-Kickback/Anti-Bribery. Without limiting section 8.1, Vendor (including its Representatives) will not accept benefits, financial or otherwise, arising from the performance of the Vendor’s obligations other than as specified in the Agreement. Vendor warrants and covenants with the City that: (i) no bribe, gift or other inducement

has been paid, given, promised or offered to any officer, agent, employee or elected official of the City for, or with a view to, entering into the Agreement or any other agreement with the City; and (ii) no third party person or agency has been employed or retained to solicit or obtain this Agreement or any SOW for a contingent fee.

9. DATA

9.1 Data. Except as expressly set out in this Master Agreement, the City retains all right title and interest in or to the City Data. "City Data" means all data related to business information, general public information, personal information, and personal health information created or collected in connection with the management or provisioning of City programs or services on any active technology environments and redundant/backup environments.

9.2 Licenses.

9.2.1 Subject to the terms and conditions of the Agreement, the City grants to Vendor a non-exclusive license to use and copy the City Data solely for the purpose of performing the Services.

9.2.2 Vendor may not use the City Data for any purpose not stated in section 9.2.1 without the express written consent of the City. The Vendor will also ensure that City Data is not transmitted or stored outside of Canada without the express written consent of the City.

9.3 Client Data. The Services include an export function so that the City may export a copy of its then current City Data from time to time. For the avoidance of doubt, exportable data does not include encrypted financial information or system tables used in the operation of Vendor's software as a service platform.

9.4 Confidential. City Data will be treated as the City's Confidential Information for the purposes of the Agreement. Vendor is responsible and accountable for implementing reasonable physical, administrative and technical safeguards to secure the City Data from unauthorised use, or being disclosed or accessed without authority as well as for implementing any further safeguards set out in the SOW pursuant to which the applicable Services are being provided.

9.5 Back-up. Unless the SOW pursuant to which any Service is provided expressly requires Vendor to do so more frequently, this section 9.5 applies in relation to any City Data related to that Service. Vendor will back-up the then current City Data at least once every 24 hours, and Vendor will maintain at least 3 weeks work of such back-ups. Vendor will store at least one back-up from each **24 hour** period at any off-site facility other than Vendor's primary site used to provide the Services. The City has the unfettered right to access all of its City Data periodically to make adequate backups in accordance with the City's backup and retention policies. The Vendor shall facilitate such access as part of its Services to the City. The vendor confirms and guarantees a minimum of at least 15 minute interval back-ups which are replicated across redundant back-up servers.

9.6 Recovery. In the event of data loss caused by any failure of the Services and within four (4) hours of the occurrence of that data loss, Vendor will restore or recover all then current City Data at no cost to the City, and Vendor will use its best efforts to do so. If Vendor fails to regenerate the lost or destroyed City Data within a reasonable period of time, the City may obtain data reconstruction services from a third party.

9.7 Encryption. Unless expressly set out otherwise in the applicable SOW, when City Data is being transmitted for any purpose, Vendor will secure the City Data using no less than 256 bit encryption or through establishing a secured virtual private network with the City.

10. PROPRIETARY RIGHTS

10.1 Definition. "Intellectual Property Rights" means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision thereof, including, without limitation, (i) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (ii) copyrights, moral rights (including rights of attribution and rights of integrity); (iii) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (v) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

10.2 Pre-existing Works.

- (a) "Pre-existing Works" means any work created prior to or other than pursuant to the performance of any Services.
- (b) Except as expressly set out in this Master Agreement, the City retains all right title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights. To the extent that the City provides any such Pre-existing Work to Vendor for the purpose of providing the Services, the Pre-existing Work may only be used for providing the Services.
- (c) Except as expressly set out in this Master Agreement, Vendor retains all right title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights.
- (d) "Platform Software" refers to the software used by Vendor to provide any cloud-based Service. Vendor grants to the City and its Users a non-exclusive, non-transferable, time-limited license to use the Platform Software to the extent necessary to use any cloud-based Services being provided pursuant to this Agreement (including any applications and tools made available as part of the Services). The City agrees not to: (i) use the Platform Software for any purpose other than to make use of the Services; (ii) use the Platform Software other than in accordance with the Agreement; (iii) decompile, disassemble, reverse engineer or otherwise attempt to discern or recreate the source code for the Platform Software; or (iv) allow direct or indirect use of the Platform Software by any Person other than a User.
- (e) To the extent a license to use any Pre-existing Work (other than Platform Software) for which Vendor or its suppliers own the Intellectual Property Rights is reasonably necessary for the City's or its Users use or receipt of any Services, Vendor grants to City and its Users any licenses required to use the Services.

10.3 Custom Works. Any work created by Vendor in the course of providing the Services will be deemed to be one of the Vendor's Pre-existing Works.

10.4 Click-wrap. No shrink wrap agreement, click wrap agreement or other similar sets of license terms included with any software provided under the Agreement is binding on the parties.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES

11.1 Basic. Vendor represents and warrants to and covenants with the City that: (i) Vendor has obtained and will maintain such permits and approvals as are required by government and other authorities for Vendor to operate its business and meet its obligations under the Agreement; and (ii) Vendor is now both in compliance with, and covenants that it will continue to comply with any and all applicable laws and regulations.

11.2 Services.

- (a) Vendor hereby represents and warrants to and covenants with the City that the Services will be: (i) performed in a competent, professional and workman-like manner; (ii) in a manner that complies with all requirements for the Services set out in the Agreement; and (iii) performed exclusively in Canada unless the applicable SOW sets out otherwise.
- (b) Additionally, any cloud-based Service will substantially comply with any specifications for it set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by Vendor and the City.

11.3 Goods.

- (a) For any Good, the warranty period is one year from the date on which it is approved by the City in accordance with section 3.3. During the warranty period, the Good will: (i) materially conform to its description and any specifications set out or otherwise incorporated in the Agreement, and where not inconsistent those documents, any sample, published documentation or specifications for that Good provided by Vendor to the City; and (ii) be sufficient for its intended purpose, be of merchantable or better quality and be free from defects.
- (b) Should any Good not meet the warranty set out in (a) above, Vendor will as soon as practicable and at no additional charge to the City: (i) remedy such non-conformance; or (ii) replace the affected Good with an equivalent or superior Good. If Vendor is unable to do so promptly, the City may at its option require that Vendor promptly provide a full refund of the amount paid by the City for the affected Good. The City will return the affected Good at Vendor's expense upon receipt of such refund.

11.4 Other. Vendor hereby represents and warrants to and covenants with the City as follows:

- (a) Vendor has the right and authority to grant the licenses and make the assignments set out in the Agreement free of any claim of any kind in favour of or by any third party;
- (b) neither the Goods nor Services provided pursuant to this Agreement will infringe upon or violate any third-party Intellectual Property Rights; and

- (c) all Goods, which include any code or other software, will be free of any harmful or hidden programs or data incorporated therein with malicious and mischievous intent including but not limited to viruses, worms, time bombs, logic bombs, trap doors, Trojan horses or similar malicious instructions, techniques, or devices capable of disrupting, disabling, damaging, or shutting down a computer system or software or hardware component thereof.
- (d) Any warranties and representations that Vendor will obtain or has obtained from its Representatives will pass through for the benefit of the City and its Representatives. Upon the City's request, Vendor will ensure that it will take all actions as may be required by the City to enforce any such warranties and representations for the benefit of the City and its Representatives.

12. INDEMNITIES

12.1 General.

- (a) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of the negligent acts or omissions or willful misconduct of Vendor or its Representatives relating to or arising from the Agreement or any Goods and Services.
- (b) Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of any claim that the City's receipt or use of any of the Goods and Services infringes a third party's Intellectual Property Rights or other rights. Without limiting the foregoing, upon any claim of infringement being made, Vendor will promptly, at the request of the City, procure such rights or modify or replace any Goods and Services as may be necessary to remedy such claim of infringement without disruption or additional cost to the City and its Representatives.
- (c) If requested by the City, Vendor will also defend at its own cost and expense any claim, demand, suit or action brought against the City or any of its Representatives as described in this section 12.1.
- (d) Despite anything else in this Agreement, any express or implied reference to the City providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of this Agreement or at any time during the Term of this Agreement, shall be void and of no legal effect.

13. LIMITATION OF LIABILITY

13.1 Indirect Damages. NEITHER PARTY (INCLUDING ITS REPRESENTATIVES) WILL BE LIABLE TO THE OTHER IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY THE OTHER PARTY. THIS LIMITATION WILL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER THE DEFAULTING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Direct Damages. THE PARTIES AGREE THAT THE LIABILITY OF EACH PARTY FOR ANY CLAIM, ACTION OR DEMAND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT ("CLAIM") WILL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED BY THE CLAIMING PARTY.

13.3 Vendor. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF VENDOR (INCLUDING ITS REPRESENTATIVES) TO CITY, FOR ANY CLAIMS, DEMANDS, SUITS OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THREE (3) TIMES THE ANNUAL PLATFORM USE FEES.

13.4 City. IN NO EVENT WILL THE CITY (INCLUDING ITS REPRESENTATIVES) BE LIABLE TO VENDOR FOR ANY AMOUNTS ABOVE THE CITY'S PAYMENT OBLIGATIONS SET OUT IN THE AGREEMENT.

13.5 Timing. Unless otherwise expressly stated in this agreement, no action, claim or proceeding, regardless of form, arising out of this agreement will be brought by either party more than two years after the claiming party becomes aware of, or ought to have become aware of, the facts giving rise to the existence of any cause of action.

14. INSURANCE

14.1 Coverage. Vendor will maintain during the Term of this Agreement, at Vendor's cost and expense, insurance coverage as set out in this section 13 and in any event against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Vendor. This coverage will be from issuing institutions with ratings in equal to or in excess of the following minimum ratings: (i) BBB from Standard & Poor's; (ii) Baa from Moody's; and (iii) B+ from A.M. Best. Vendor will obtain and provide evidence of such insurance to the City, prior to beginning to provide Services and after that promptly on the request of the City. The evidence **must** be provided on the City's insurance certificate form, no other form will be accepted. This provision will survive the termination of the Agreement for a period of two years.

14.2 General. The Vendor shall at all times during the currency of the Term of this Agreement and any extension or renewal thereof, at its own expense, obtain and provide the Corporation of the City of London with evidence of:

- (a) Commercial general liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile insurance liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by Vendor and for those whom Vendor is responsible at law. These policies will all: (i) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$2,000,000; (ii) include the City as an additional insured; and (iii) contain severability of interests clause and cross liability clauses. Vendor is responsible for any loss or losses within the deductible.
- (b) Professional liability/errors and omissions insurance in an amount of not less than \$2,000,000.

- (c) Cyber Risk insurance inclusive of at least the following types of coverage having a policy limit of not less than \$2,000,000 per claim and a policy aggregate limit of not less than \$4,000,000:
 - (i) privacy liability;
 - (ii) network security liability;
 - (iii) crisis management expenses (\$1,000,000 sublimit); and
 - (iv) privacy notification costs (\$1,000,000 sublimit).
- (d) Such policies will name The Corporation of the City of London as an additional insured with respect to the liability arising out of the operations of the named insured.
- (e) If a policy described in this section 14.2 is cancelled or materially changed in any way, 30 days prior written notice of the cancellation or change must be given by the Vendor's insurer to the City.
- (f) The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the City may reasonably require from time to time.

14.3 Worker's Safety. Vendor will comply with all applicable laws and regulations governing workplace safety (each as amended from time to time). Vendor acknowledges that neither it nor Representatives are covered by the City under the Workplace Safety and Insurance Act, 1997, as amended from time to time, and Vendor will obtain and maintain, the necessary coverage for itself and any employees, and will furnish the City when requested with such satisfactory evidence that it has complied with the provisions of any such legislation.

14.4 Not a Qualification. Vendor acknowledges that any insurance coverage referred to in this section 13 will not be construed to limit or qualify in any manner the liabilities and obligations imposed on Vendor as set out in the Agreement.

15. GENERAL PROVISIONS

15.1 Interpretation.

- (a) The headings used in this Agreement are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the paragraphs.
- (b) No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.
- (c) Throughout this Agreement: (i) the term "including" or the phrases "e.g.," or "for example" have been used to mean "including, without limitation", (ii) the singular includes the plural and vice-versa and (iii) any gender includes the other gender, unless the context requires otherwise.
- (d) The Parties expressly request that this agreement as well as documents relating thereto be drawn up in English. Les Parties ont expressément exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

15.2 Entire Agreement. The Master Agreement and all SOWs constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Without limiting the previous sentence, any terms contained in any click-wrap agreement, shrink-wrap agreement, browse-wrap license, documentation provided to the City, invoice, web site or in any other form of agreement presented or delivered to the City in connection with any Service or Good shall not be effective unless the City has agreed in a written amendment to the Agreement to be bound by the terms of that agreement or other document.

15.3 Amendment. Except as expressly set out in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of the City and Vendor.

15.4 Waiver. No waiver of any part of this Agreement will be deemed to be a waiver of any other provision in this Agreement or a waiver with respect to any subsequent breach. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

15.5 Severability. Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

15.6 Assignment. Vendor may not assign this Agreement, by operation of law or otherwise, without the City's prior written consent (which consent may be provided subject to one or more conditions imposed by the City), which shall not be unreasonably withheld or delayed. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Notwithstanding the foregoing, Vendor may assign this Agreement to a successor entity through merger or acquisition. Any permitted assignment of this Agreement by the Vendor shall require the complete and accurate disclosure to the City of all relevant information concerning the proposed assignee, the execution and delivery to the City of a satisfactory assignment and assumption agreement and the continuing joint and several liability of the assignor to the City.

15.7 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO. IT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED. Subject to the provisions of section 4.13, the City and Vendor agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

15.8 Force Majeure. Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 60 consecutive days). Additionally, during the occurrence of such an event, the City

may suspend the provision of Goods and Services upon written notice to Vendor for a period not to exceed 60 days.

- 15.9 Independent Contractors.** The relationship between the parties is that of independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither the City nor Vendor will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 15.10 Notices.** Any notice given pursuant to this Agreement will be in writing and addressed to the other party at the address listed above and to the attention of the party's Contact and Sponsor. Any such notice will be deemed to have been received one Business Day following: (i) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (ii) transmission if sent by facsimile, with originals by mail, and receipt confirmed by the facsimile machine used. Either party may designate a different address by notice to the other given in accordance with this section.
- 15.11 Software Source Code Escrow.** Upon the City's written request anytime during the Term, the Vendor shall deposit a source code version of the software component of the Platform other than any third-party software (the "Software") with all necessary passwords and software keys (the "Source Code") with a third party escrow holder (the "Escrow Holder"). The Vendor shall update the Source Code with all Enhancements and new releases and with any bug fixes or workarounds provided to the City. The annual escrow fees will be borne entirely by the City. The escrow agreement for the Source Code deposit shall name the City as beneficiary and shall provide for the release of the Source Code to the City if the Vendor becomes insolvent; or if any proceedings are commenced or taken for the dissolution, liquidation or winding up of the Vendor; or if a trustee, receiver or other person with similar powers is appointed for the Vendor in respect of all or substantially all of its property or assets; or if PerfectMind ceases to carry on all or substantially all of its business any proceedings in respect of bankruptcy or insolvency are instituted against the Vendor under any legislation dealing with insolvency or creditor's rights; or if the Vendor makes any assignment or proposal in bankruptcy or any other assignment or proposal for the benefit of creditors ("Release Conditions"). The Vendor shall have a forty-five (45) days cure period to rectify any of the foregoing Release Conditions after the receipt of a written notice from the City. Upon the release of the Source Code to the City, the City will only use the Source Code in accordance with this Agreement and will only use the Source Code internally for the purpose of providing maintenance, and support for, or to add functionality to the Software. The Vendor covenants and agrees that the Source Code, and all Enhancements, new releases, updates, bug fixes and workarounds deposited into escrow shall include all documentation and materials necessary for a competent programmer to compile, verify, maintain, and support the Source Code.

IN WITNESS WHEREOF THE PARTIES hereto have executed this Master Agreement:

PERFECTMIND INC.

WITNESS: [Signature]

Name: Garrett Chyso

Title: Sales Manager

Date: 03-28-18

Per: [Signature]

Name: Jeddi Komeri

Title: COO

Date: 28/03/2018

Approved as to form
Legal Services

Approved as to content

I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

Per: [Signature]

Matt Brown, Mayor

Name: _____

Title: _____

Date: April 27th, 2018

I have authority to bind the corporation.

Per: [Signature]

Christine Saunders
City Clerk

Name: _____

Title: _____

Date: April 27th, 2018

I have authority to bind the corporation.

Apr 26/18 [Signature]

1 SCHEDULE A – Service Levels

SERVICE LEVEL METRICS FOR CLOUD-BASED SERVICES

The following table sets out the Service Level Metrics applicable to the cloud-based Services.

	Service Level Metric Description	Metric	Remedy / Remedial Action
1.	Availability	<p>Metric: Availability \geq 99.9% during Operation Hours</p> <p>Measurement Period: Annual</p> <p>Measurement:</p> <p>The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, "Operation Hours" means 6:00 a.m. to 12:00 a.m. midnight Eastern Standard Time, seven (7) days a week.</p> <p>"Availability" with respect to any cloud-based Service in any month equals the following number divided by the number of minutes in the month and multiplied by 100: the difference between the number of minutes in the month and the minutes of Down Time for the month.</p> <p>"Down Time" with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Planned Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the City is unable to use the cloud-based Service to access the City Data.</p>	<p>If the Platform does not achieve the uptime performance level provided opposite in the "Metric" column during a twelve (12) month Performance Period, then City may request PerfectMind to issue to City a credit equal to \$75 for every hour or portion thereof of downtime in excess of what is permitted by the performance level ("Performance Credit"). If the uptime performance level falls below 97.5% uptime in two of any three consecutive months, or if any month the performance level is less than 95% uptime, then City shall have the right to terminate this Agreement for cause with 30 days' prior written notice.</p> <p>If the Platform is deemed to be unavailable during a Peak Usage Time as defined in section 2 (below), PerfectMind shall issue a credit in the amount of \$100 (CAD) per hour to the City.</p> <p>To request Performance Credit, City shall deliver to PerfectMind notice in writing, no later than thirty (30) days after the last day of a Performance Period during which the availability of the Platform fell below the uptime performance level provided</p>

	Service Level Metric Description	Metric	Remedy / Remedial Action
		<p>PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of City's system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind's required system uptime performance levels.</p>	<p>above, specifying the number of hours for which Performance Credit is requested. In this Exhibit, a "Performance Period" is the twelve (12) month period commencing on the date of this Agreement or on each subsequent one-year anniversary of the date of this Agreement.</p> <p>To the extent that PerfectMind does not receive timely notice from the City as provided above, the PerfectMind shall have no further obligation to provide the City with any Performance Credit and the City shall be deemed to have waived and released PerfectMind from any and all claims for a Performance Credit related to the availability (uptime) warranty for the applicable Performance Period.</p>
2.	Restore Time	<p>Metric: No single period of Down Time will last longer than four (4) hours.</p> <p>Measurement Period: Not applicable</p> <p>Measurement:</p> <p>A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; or (ii) when any one of the Vendor's clients reports the outage to Vendor.</p> <p>A period of Down Time ends when: the cloud-based Service is functioning in substantial accordance with its specifications.</p>	<p>For failing to meet this Service Level Metric, Vendor will provide to Client a Performance Credit equal to \$75 for each hour or portion thereof for unscheduled downtime.</p>

Service Level Metric Description	Metric	Remedy / Remedial Action
3. Maintenance	<p>Measurement Period: Annual.</p> <p>PerfectMind may, upon not less than seven (7) days' prior written notice to City, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed seven (7) consecutive hours or twelve (12) consecutive hours from Sunday at 6:00 p.m. to Monday at 6:00 a.m. ("Planned Maintenance"). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind's direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind's required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, "Maintenance Window" means between 11:01 pm and 6:00 am Eastern Time on any day.</p>	<p>If the Maintenance is not completed within the specified timeframes, on the third occurrence, the City may request PerfectMind to issue to City a Performance Credit equal to \$75 for every hour or portion thereof of downtime in excess of what is permitted by the performance level.</p>
4. Data Loss ("Data" includes	<p>Measurement Period: Not applicable</p>	<p>For any data loss of greater than one (1) hour, the City may request and PerfectMind shall issue a</p>

	Service Level Metric Description	Metric	Remedy / Remedial Action
	City Data as defined in the Agreement)	PerfectMind shall ensure any data loss shall not be greater than one (1) hour during a Service Disruption ("Data Loss") which is deemed to begin from the earlier of the time a service disruption has been declared by PerfectMind or identified by City and reported in writing (including by email) to PerfectMind.	credit in the amount of \$100 (CAD) to the City.
5.	Backup	Measurement Period: Not applicable PerfectMind shall backup all City Data in its entirety every seven (7) days. PerfectMind shall backup all changes to City Data (including transactions) every hour.	If no backups are available, the remedy as described in #4 Data Loss shall apply.

(a) Should any of the following events occur, the City may terminate or suspend some or all of the Services provided under the Agreement without liability, cost or penalty:

- Loss of PCI compliance as required at section 4.10 (Security Audit) of the Agreement

2. KEY BUSINESS CYCLES & SERVICE EXCEPTIONS

PM shall use all commercially reasonable efforts to cause Service interruptions not to occur during the following times:

Service Exception Description	Affected Services	Method of Communication
Peak Usage Times	All services related to:	Schedules to be communicated and reviewed at least twice annually. For unanticipated high use times, the City will provide PerfectMind as much reasonable lead time as possible.

3. Technical Support.

Following the reporting of a Service interruption or other problem by City's technical support personnel either via phone call or email to PerfectMind's technical support, PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
City report an incident via phone, email, or chat	A live agent will immediately discuss the issue with City	85% of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the City.	95% of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	Description	Resolution Time
Critical	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform 	Within the same Day
High	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - A significant degradation of the significant features or functions available or the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently 	Within 24 hours
Low	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - A minor degradation of some significant features or functions: or a degradation of 	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided

	some secondary features or function occurs	to the City within one (1) week after the incident is reported by the City or discovered by the Vendor. Resolution will be within a period of time as mutually agreed to by the parties.
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SCHEDULE B –

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SCHEDULE C – CONFIDENTIALITY

1. Importance. Both parties recognize the vital importance of the protection of any Confidential Information (as defined below) that is provided or otherwise made available by one party (the "Disclosing Party") to the party receiving or otherwise obtaining access to such information (the "Recipient").

2. Confidential. "Confidential Information" means any and all information and materials, which: (i) are designated as confidential at the time of disclosure (in a manner reflecting the manner in which they are disclosed), or (ii) a reasonable person, having regard to the circumstances, would regard as confidential (including Personal Information). "Personal Information" means any personal information which is required to be protected pursuant to MFIPPA or any laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information.

2. Exceptions. The Disclosing Party's Confidential Information does not include information which: (i) is or at any time is made generally available to the public by the Disclosing Party; (ii) is known to the Recipient (as substantiated by cogent written evidence in the Recipient's possession) free of any restrictions at the time of disclosure; (iii) is independently developed by the Recipient through individuals who have not had either direct or indirect access to the Confidential Information; and (iv) is rightfully obtained by the Recipient, without any obligation of confidence, from a third party who had a right to transfer or disclose it to any Person free of any obligation of confidence. The above listed exceptions do not apply in the case of Confidential Information that is also Personal Information.

3. Required by Law. The Recipient will not be liable for disclosure of Confidential Information if disclosure is required by any law applicable in the Province of Ontario, provided that the Recipient, notifies the Disclosing Party of any such requirement as soon as legally permissible.

4. Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONFIDENTIAL INFORMATION PROVIDED BY OR ON BEHALF OF THE DISCLOSING PARTY IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND.

5. Recipient's Obligations. The Recipient will: (i) use the Disclosing Party's Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement; (ii) use at least the same degree of care to protect the Disclosing Party's Confidential Information as the Recipient uses to protect its own Confidential Information of a like nature, but in any event will not use a standard of care that is less than a reasonable standard of care; (iii) not disclose the Disclosing Party's Confidential Information to any person other than the Recipient's Representatives who have a need to know it for the purposes described in (i) above and who are bound by Recipient to keep the

Confidential Information of third parties confidential, at least to the same extent as set forth in the Agreement; and (iv) upon becoming aware of any unauthorized copying, disclosure or use of the Disclosing Party's Confidential Information, notify the Disclosing Party immediately and make a commercially reasonable effort to minimize the effect of any such use or disclosure.

6. Equitable Relief. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any that any unauthorized copying, use, disclosure, access or disposition of the Confidential Information will cause irreparable injury to the other party or its suppliers. Consequently, each party agrees that in addition to any other remedies that the other party may have, the other party will be entitled to obtain injunctive and other equitable relief, as a matter of right without proving injury.

7. Return. Subject to section 8 of this Schedule C, upon expiration or termination of this Agreement or at the Disclosing Party's request, the Recipient will: (i) return all Confidential Information disclosed to it by the Disclosing Party and all copies thereof, regardless of form; and (ii) destroy any such Confidential Information that cannot be returned.

8. Exceptions. To the extent that any of the following circumstances apply and the Recipient neither returns nor destroys any Confidential Information of the Disclosing Party as a result, the provisions of this Agreement pertaining to the protection of Confidential Information will extend until the Confidential Information is returned or destroyed: (i) it is not reasonably feasible to return or destroy the Confidential Information; or (ii) the Confidential Information forms part of any Good or Service that the Recipient is entitled pursuant to the Agreement to continue to use after the expiration or termination of the Agreement.

SCHEDULE D – RATES

Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from Project Kick-off Date, 2018 to Anniversary Date of Project Kick-off Date, 2019): \$108,800 (payment of 25% upon contract signing and 75% at start of Project Kick-off)

Year Two (from Anniversary Date, 2019 to Anniversary Date, 2020): \$108,800

Year Three (from Anniversary Date, 2020 to Anniversary Date, 2021): \$108,800

Year Four (from Anniversary Date, 2021 to Anniversary Date, 2022): \$108,800

Year Five (from Anniversary Date, 2022 to Anniversary Date, 2023): \$108,800

The Platform use fees will be adjusted based on the aggregate revenues of all GTA municipalities, not in negotiations with PerfectMind as of the date the agreement between City of Brampton and PerfectMind (the "First Signing Date"), that enter into an agreement with PerfectMind for its Parks and Recreation software as a service as a result of the above noted RFP2016-004, within 180 days of the First Signing Date.

The adjustment will be in accordance with the rate provided in the "PerfectMind Pricing" Table (below) for the aggregate revenue figure.

Perfect Mind Pricing														
Revenue (mil)	1	2.5	5	10	15	20	50	75	95	115	135	155	175	195
Percentage Used	2.0 0%	1.5 0%	1.3 0%	1.0 0%	0.9 0%	0.8 0%	0.7 9%	0.7 9%	0.7 8%	0.7 7%	0.7 6%	0.7 5%	0.7 4%	0.7 3%

Fee Payment Schedule

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
April 4, 2018	<ul style="list-style-type: none"> Contract Signature and Execution 	25% of 1 st Year Subscription \$27,200		
TBD	Project Kick off (Milestone 1) <ul style="list-style-type: none"> Planning of the project kick off/discovery session Resourcing and Scheduling for the discovery phase Preliminary review of the requirements by the project team prior to the first meeting Creation of the live production environment 	75% of 1 st Year Subscription \$81,600	\$10,000	Upon completion of Acceptance Form A (Implementation Amount)
TBD	Project Initiation (Milestone 2) <ul style="list-style-type: none"> Discovery phase Project work breakdown structure Initiation of tasks listed under "Scope/Project Management and Planning" 		\$15,500	Upon completion of Acceptance Form B

THE CORPORATION OF THE CITY OF LONDON

Part C Contract Execution Package Agreement

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
TBD	<p>Software Configuration and Reports (Milestone 3)</p> <ul style="list-style-type: none"> • Application configuration and setup • Security and roles configuration • Setup workflows and business rules <p>Configuration and creations of the reports</p>		\$31,000	Upon completion of Acceptance Form C
TBD	<p>Data Conversion Acceptance Testing (Milestone 4)</p> <ul style="list-style-type: none"> • Data Conversion 		\$20,500	Upon completion of Acceptance Form D
TBD	<p>Training (Milestone 5)</p> <ul style="list-style-type: none"> • System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes. • System administrators are able to complete new configuration items with minimal assistance from PerfectMIND. • End users have been trained on all aspects of the system and can complete tasks within the system. • Training materials and online learning center access have been delivered 		\$25,500	Upon completion of Acceptance Form E

THE CORPORATION OF THE CITY OF LONDON

Part C Contract Execution Package Agreement

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
TBD	<p>User Acceptance Testing (Milestone 6)</p> <ul style="list-style-type: none"> • System functions • Work flows and business rules • Reports 		\$30,000	Upon completion of Acceptance Form F
To be mutually agreed upon after Discovery Milestone	<p>Go-live (Milestone 7)</p> <p>The system is pushed to the Production environment.</p>		\$11,000	Upon completion of Acceptance Form G
	Total	\$108,800	\$143,500	

Acceptance Form A- Project Kickoff (Milestone 1)

Purpose

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

Deliverables

- Contract signature and execution
- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
 - Setup of Customer’s production environment on the cloud
 - System setups including backups and retentions
 - Database security setup
 - Setup of the monitoring tools and systems on Customer’s database
 - Basic configuration of the database with Parks and Rec Modules

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

Acceptance Form B - Project Initiation (Milestone 2)

Purpose

The purpose of the Project Initiation Acceptance Form is to confirm that the project initiation is complete.

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
 - Existing database system discovery
 - Business process review and gap analysis
 - Activity registration overview
 - Facility configuration overview
 - Membership management overview
 - Store and point of sale overview
 - Marketing overview
 - Accounting configuration

The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMIND in understanding the above areas further.

- Project work breakdown structure includes:
 - Tasks and durations
 - Scheduling
 - Resourcing and assignments
 - Dependencies
- Initiation of tasks listed under “Scope/Project Management and Planning” above, which includes:
 - Communications requirement
 - Project reporting requirements including the frequency and details of the status reports
 - Issue list/tracker requirements

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form C – Software Configuration and Reports (Milestone 3)

Purpose

The purpose of the Software Configuration and Reports Acceptance Form is to confirm that the software and reports configuration is complete.

Deliverables

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Configuration and creations of the reports

The work was completed on _____ and accepted by Customer. _____

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form D – Data Conversion Plan and Security Audit (Milestone 4)

Purpose

The purpose of the Data Conversion Acceptance Form is to confirm that the data conversion plan is complete and Accepted by Customer.

Deliverables

The data conversion plan is completed and Accepted by Customer.

Acceptance Criteria:

PerfectMIND has provided a detailed Data Conversion Plan that, at a minimum includes:

- Provide our 3rd party certification from an accredited auditor who signs off on the quarterly assessments in accordance with PCI Level 1 certification. Should the City wish to conduct their own Penetration or Security assessment, this can be agreed to however, the cost of this testing and the additional testing environment cost would be the responsibility of the City.
- Description of PerfectMIND’s data conversion methodology and tools
- Identification of data sources
- Method of supplying data
- Conversion schedule, including on-site and webinar reviews and planned iterations test conversions
- Roles and responsibilities, resources required
- Testing process
- Issue reporting process
- Documentation to be used for field mapping from legacy data sources to the system’s database
- Documentation to be used for data transformations from legacy data code tables to system’s database code tables
- Options for treatment of exceptions
- Final data conversion timetable that includes the minimum number of data conversion iterations

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

Acceptance Form E - Training (Milestone 5)

Purpose

The purpose of the Training Acceptance Form is to confirm that the training is complete.

Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from PerfectMIND.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

Acceptance Form F – User Acceptance Testing (Milestone 6)

Purpose

The purpose of the User Acceptance Testing Form is to confirm that the system testing is complete and the system is functional.

Deliverables

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Work flows and business rules
- Reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form G - Go-Live (Milestone 7)

Purpose

The purpose of the Final Acceptance Form is to confirm that the system is operational.

Deliverables

The final data conversion has been completed and the system is pushed to the Production environment.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____

Date: _____

Title: _____

(PerfectMIND): _____

Date: _____

Title: _____

SCHEDULE E – CRITICAL GO-LIVE ITEMS

Fixed reservation time progression

- The option will exist to enforce facility calendar reservation times to follow a specific progression/schedule beginning with the facility open time (e.g. if facility opens at 6:15 the earliest available reservation opportunity must begin at 6:15)
- Reservation progression increments will be based upon default reservation time units for the available service(s) attached to facility (e.g. if there are one hour increments for the service and the open time is 6:15, each reservation for that service must start and end at 15 minutes after the hour)
- The progression must maintain the incremental times around reservation gaps (e.g. if a reservation exists from 9:15 to 10:15 anyone attempting to do a reservation after 11:00 will be forced to begin the reservation at 11:15 ensuring a full incremental gap between reservations).
- Reservation progression restrictions must apply both to online users and front desk staff.

Fees: Future Effective Dates

- Staff will have the ability to add fees with a future effective date to all POS items (in addition to current fees).
- Staff will have the ability to add fees with a future effective date to all memberships (in addition to current fees).
- Staff will have the ability to add fees with a future effective date for all facilities/reservation services (in addition to current fees).
- Future effective dates will not be restricted to a current calendar year.
- Current fees will automatically be replaced upon activation of future dated fees.
- Fee amounts will remain adjustable before and after activation.

Open price items

- Staff will have the ability to create a POS item with no assigned price. When selected for sale, front desk staff will be prompted to enter a sale amount for the item (or can easily modify a base price).
- Open priced items may be created as either an inventory or non-inventory item.
- Open priced items may be created as a taxed or non-taxed item.

- Staff will be able to link a questionnaire to any open price item as they would with any other inventory or non-inventory item.
- Staff will be able to refund any open priced item.

Open refund ability/ Discretionary refund

- This will not be an item delivered for the City's go-live. However, PerfectMind will include the City as a stakeholder for the creation of this feature when development begins.

Floating 12-month qualification period:

- Clients qualifying for subsidy will be assigned a twelve-month qualification period beginning on the date of qualification and lasting for 365 days from the start date.
- The qualification period will not be dependent on or linked to any calendar year limitations and may cross over year-end dates.
- Subsidy usage from such allocation periods will be attributed to the calendar year in which the subsidy transaction occurs rather than to the year in which the allocation was assigned.

Subsidy Allocation Amount Alteration

- Staff with sufficient security privileges will have the ability to manually adjust (increase or decrease) the amount of a customer's subsidy allocation at any point during a qualification period. Initial allocation will initially default to the pre-set subsidy program amount but may be altered at time of allocation. (see associated document for greater detail)

Subsidy Allocation termination

- Staff with sufficient security privileges will have the ability to terminate a subsidy allocation at any point prior to the set expiration date of the allocation.

Multiple Subsidy Client/ Single Transaction

- When including activity registrations or membership sales for multiple subsidy eligible customers in a single transaction (such as multiple members of the same family) each subsidy expenditure will be charged to the allocation of the customer associated with each sale or registration, not the customer identified as the payer for the overall transaction.

Subsidy Allocation duration/ end-date alteration

- Staff with sufficient security privileges will have the ability to manually alter the end date of a subsidy allocation, effectively shortening (or lengthening) the allocation period from its 12-month default setting.(see associated document for greater detail)

Linked dependent activities

- Staff will have the ability to link activities/events in a child/parent relationship making registration in a child activity dependent upon first registering a client in the parent activity.
- Staff will have the ability to link more than one optional child activity to one parent activity.
- Staff will have the ability to create multiple levels of parent/child dependency so that the child of one linkage may also function as the parent of another linkage.
- Registration in a child activity will be available during the same transaction as registration in the parent activity.
- Withdrawal from any parent activity will be prevented until withdrawal from any registered child activity is complete. All may be withdrawn during the same transaction.

Future due dates

- Staff will have the ability to apply a future payment due date to any single activity registration in a multi-registration transaction.
- Staff will have the ability to apply unique future payment due dates to multiple individual registrations included in a multi-registration transaction.
- Staff will not be limited to the number of registrations in a single transaction to which they may assign a unique payment due date.

Amend registration payment to subsidy

- Staff will have the ability to amend an activity or membership registration which has been previously paid.
- Staff will have the ability to remove the existing payment, without cancelling the registration, resulting in an amount due which can then be paid using the client's subsidy allocation.
- The client's subsidy allocation period does not need to predate the activity/membership registration.
- The cancelled payment will be available as an account credit which may be refunded at any point.

Schedule B

Contract Extension Agreement

Dated _____

BETWEEN:

PERFECTMIND INC.
("PerfectMind")

– and –

THE CORPORATION OF THE CITY OF LONDON
(the "Customer")

WHEREAS:

- A. The Customer and PerfectMind entered into an agreement dated April 4th, 2018 (the "Original Agreement") for the provision of PerfectMind Software as a Service;
- B. The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1. Definitions

1.1. Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

2. Extension

The Original Agreement will expire on August 7, 2023 ("Original Term"). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional five (5) year period (such period, the "Extended Term" and together with the Original Term, the "Term"), which will begin immediately on the expiry of the Original Term. As per Section 5.1 (b) of the Original Agreement, this Extended Term is the first of up to (2) additional periods of up to 5 years each. At least sixty (60) days prior to the expiration of the Extended Term, the Customer in its sole discretion may extend this agreement for the second of (2) additional periods of up to 5 years ("Additional Term"). At the expiration of the "Additional Term", the Term will be automatically renewed for successive one year periods (each, an "Additional Term") unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

3. Fees

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter. PerfectMind covenants that it will not increase the platform use fees payable by Customer during an Additional Term by more than 25% over the fees payable by Customer during a prior term, provided that there is no material change in Customer's number and size of facilities,

revenue from facilities, volume of the transactions processed, number and types of users of the Platform, number and types of members, and usage of features and functionalities within the Platform.

4. Conflict

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

TO WITNESS THEIR AGREEMENT, the parties have duly executed this Extension Agreement as of the date first above written.

PERFECTMIND INC.

THE CORPORATION OF THE CITY OF LONDON

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A

Extended Term

Year Six (August 8th, 2023 to August 7th, 2024): \$130,560
Year Seven (August 8th, 2024 to August 7th, 2025): \$130,560
Year Eight (August 8th, 2025 to August 7th, 2026): \$130,560
Year Nine (August 8th, 2026 to August 7th, 2027): \$130,560
Year Ten (August 8th, 2027 to August 7th, 2028): \$130,560

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: 2019-2023 Multi-Sector Service Accountability Agreement
Dearness Home Adult Day Program and Ontario Health West -
Declaration of Compliance – April 1, 2022 – March 31, 2023

Date: June 13, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to 2019-2023 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and Ontario Health West - Declaration of Compliance – April 1, 2022 – March 31, 2023 report, that;

- a. The Deputy City Manager, Social and Health Development **BE AUTHORIZED** to execute the Declaration of Compliance with respect to compliance with the terms of the 2019-2023 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and Ontario Health West for the reporting period of April 1, 2022 to March 31, 2023 (form attached as Schedule 1).

Executive Summary

The 2019-2023 Multi-Sector Accountability Agreement (M-SAA) with Ontario Health West allows for the provision of funding with respect to the Adult Day Program at Dearness Home.

Article 8.1 (d) of the Agreement sets out the requirement for the Board of the HSP to issue a declaration that the HSP has complied with the terms of the Agreement. Under Article 1.0 of the Agreement (Definitions and Interpretations) with respect to a municipality, “Board” means the Municipal Council. The reporting timeline set out in the Agreement is “within 90 days of the HSP’s fiscal year-end”.

The fiscal year end of the Dearness Home Adult Day Program is March 31st which requires submission of the Declaration of Compliance by June 30th.

With respect to compliance with the M-SAA agreement, the Administrator of Dearness Home has confirmed that during the reporting period April 1, 2022 to March 31, 2023 the Dearness Home Adult Day Program has complied with the terms of the M-SAA agreement and specifically any procurement practices set out in Article 4.8 and the Connecting Care Act, 2019.

Linkages to the Corporate Strategic Plan

[2019-2023 Strategic Plan for the City of London](#)

[2023- 2027 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 neighborhoods and across the city.

Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life. Improve resident satisfaction, safety, service, and recreation programming at Dearness Home.

Analysis

1.1 Background Information

It is a requirement of the Local Health System Integration Act, 2006 that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) in place with each Health Service Provider (HSP) that it funds. The SAA for the Dearness Home Adult Day Program is called the Multi-Sector Service Accountability Agreement (M-SAA).

On March 26, 2019, 2019 Council approved 2019-2022 Multi-Sector Accountability Agreement (M-SAA) for the period April 1, 2021 to March 31, 2022, to be entered into with the South West Local Health Integration Network (LHIN) for the provision of funding with respect to the Adult Day Program. Mayor and City Clerks executed the document.

On March 17, 2021, the Honourable Christine Elliott, Deputy Premier and Minister of Health, issued a series of orders transferring the Local Health Integration Networks' (LHINs') health system planning and funding functions to Ontario Health, an agency of the Province, established under the *Connecting Care Act, 2019*. Accordingly, as of April 1, 2021, Ontario Health assumed all rights and obligations in respect of the service accountability agreements entered into by South West LHIN with the Corporation of the City of London. Aside from the assumption of these agreements by Ontario Health, all of their terms and conditions remained the same.

On March 1st 2022, Ontario Health West wrote to the Deputy City Manager, Social and Health Development to provide notice that the 2019-2022 M-SAA would be extended to March 31st, 2023. They also asked that The Corporation of the City of London accept and agree by signing and returning the Extending Letter. Subsequently, on April 20th, 2022, as allowed under Document Execution By-law A-1, the Extending letter was signed by the Deputy Mayor and the City Clerk and returned to Ontario Health.

Article 8.1 (d) of the Agreement sets out the requirement for the Board of the HSP to issue a declaration that the HSP has complied with the terms of the Agreement. Under Article 1.0 of the Agreement (Definitions and Interpretations) with respect to a municipality, "Board" means the Municipal Council. The reporting timeline set out in the Agreement is "within 90 days of the HSP's fiscal year-end".

The fiscal year end of the Dearness Home Adult Day Program is March 31st which requires submission of the Declaration of Compliance by June 30th.

With respect to compliance with the M-SAA agreement, the Administrator of Dearness Home has confirmed that during the reporting period April 1, 2022 to March 31, 2023 the Dearness Home Adult Day Program has complied with the terms of the M-SAA agreement and specifically any procurement practices set out in Article 4.8 and the Connecting Care Act, 2019.

1.2 Previous Reports Related to this Matter

- 2019-22 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2021 – March 31, 2022. (Community and Protective Services Committee – June 14, 2022)
- 2019-22 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2020 – March 31, 2021. (Community and Protective Services Committee – June 1, 2021)

- 2019-22 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2019 – March 31, 2020. (Comunity and Protective Services Committee – July 15, 2020)
- 2017-19 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2018 – March 31, 2019. (Community and Protective Services Committee – May 28, 2019)
- 2017-18 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2017 – March 31, 2018. (Community and Protective Services Committee – May 29, 2018)
- 2017-18 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2016 – March 31, 2017. (Community and Protective Services Committee – May 24, 2017)

2.0 Financial Impact/Considerations

The Multi-Sector Service Accountability Agreement is essential to the continuity of all long-term care funding.

Conclusion

It is recommended that the Deputy City Manager, Social and Health Development be authorized by Municipal Council (Board) to execute the Declaration of Compliance for the Dearness Home Adult Day Program for the period April 1, 2022 to March 31, 2023.

Submitted by: Leslie Hancock, Director
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

cc. F. Juweto, Financial Business Administrator
 L. Marshall, Solicitor
 J. Wills, Manager, Risk Management

SCHEDULE F – DECLARATION OF COMPLIANCE

DECLARATION OF COMPLIANCE

Issued pursuant to the Multi-Sector Service Accountability Agreement effective April 1, 2019

To: The **Board of Directors** of Ontario Health
Attn: Board Chair.

From: The **Municipal Council** (the “Board”) of the The Corporatoration of the City of London (the “HSP”)

Date: **6/27/2023**

Re: April 1, 2022 – March 31, 2023 (the “Applicable Period”)

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the multi-sector service accountability agreement between Ontario Health and the HSP effective April 1, 2019, as amended by an amending agreement dated the 31st day of March, 2020 (the “March 2020 Amendment”), an extending letter effective March 31, 2021 (the “March 2021 Extending Letter”) and an extending letter effective March 31, 2022 (the “March 2022 Extending Letter”) (collectively, the “Agreement”).

The Board has authorized me, by resolution dated **6/27/2023**, to declare to you as follows:

After making inquiries of the **Leslie Hancock, Administrator of the Dearness Home** and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Municipal Council’s knowledge and belief, the HSP has fulfilled, its obligations under the Agreement in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the MSAA concerning applicable procurement practices; and,
- (ii) the *Connecting Care Act, 2019*.

Signature

Kevin Dickins, Deputy City Manager, Social and Health Development ,

SCHEDULE F – DECLARATION OF COMPLIANCE

Appendix 1 - Exceptions

[Please identify each obligation under the MSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

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: Housekeeping Amendments – Administrative Monetary
Penalty Systems and Business Licensing By-law**
Date: June 13, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken:

- (a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to increase some of the penalty amounts,
- (b) the attached proposed by-law amendments (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. L.-131-16, being “A by-law to provide for the Licensing and Regulation of Various Businesses” in order to update processes and definitions, clean up grammar throughout, and remove an “Adult Entertainment Body-Rub Parlour” location from the By-law, and
- (c) noting that Civic Administration shall provide a Draft Terms of Reference in the Fall of 2023 for a thorough review of the Business Licensing By-law in its entirety including public outreach and participation throughout 2024.

General Overview

This report contains modifications to the Administrative Monetary Penalty System (AMPS) to amend selected penalty schedules to allow staff to further utilize AMPS as a tool to ensure by-law compliance.

This report also proposes several housekeeping amendments to the Business Licensing By-law to update processes and definitions, clean up grammar throughout, and remove an “Adult Entertainment Body-Rub Parlour” location from the By-law. The proposed changes are not intended to alter business operations for licensees; only those Sections and Schedules provided herein are being amended. Those not directly referred to are not being considered for any amendments at this time.

Staff propose preparing a Draft Terms of Reference to be presented to Community and Protective Services Committee (CPSC) in the Fall of 2023 which will outline a major review of the Business Licensing By-law, in its entirety, to consider more substantial changes to the By-law and the Schedules. This project is anticipated to include public outreach and participation by licensees and City-wide interests and shall take place throughout 2024 to be implemented in 2025.

1.2 Strategic Plan

The 2023-27 Strategic Plan recognizes economic growth and a well-run City as a strategic area of focus.

1.3 Municipal Purpose

The Municipal Act is the main statute governing the creation, administration, and government of municipalities in Ontario. *The Municipal Act* provides that a municipality may pass by-laws respecting health, safety, and the wellbeing of people. These provisions may serve as the municipal purpose for the attached by-law amendments.

Summary of Proposed Amendments

1.0 Administrative Monetary Penalty System (AMPS) – Housekeeping Amendments

The proposed penalty increases are related to the by-laws listed below and are being increased to discourage common infractions, cover enforcement costs, and to encourage compliance and prompt payment of fines. In addition, Officers have the discretion to apply escalated penalties (doubling the original penalty) for repeat offences. The penalty amounts contained in Schedules “A-2” and “A-23” (Parking) are proposed to increase by \$5.00 per provision and penalties within Schedule “A-16” (Sound) each have a \$75.00 increase. The following by-laws will be impacted by the proposed increases:

- Traffic and Parking By-law (PS-114)
- Idling Control By-law (PH-15)
- Unauthorized Area Parking By-law (S-3)
- Off-Street Parking By-law (PS-112)
- Sound By-law (PW-12)

Amendment To Repeat Offences Provision

To maintain consistency throughout all penalty schedules impacted by the AMPS By-law, Staff are recommending that the wording “*At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.*” be removed from the bottom of all Schedules and added to Section 3 - PENALTY NOTICE. This text change will ensure that this provision applies to all Schedules contained in the By-law.

2.0 Business Licensing – Housekeeping Amendments

The following is a summary of the changes proposed in “Schedule B” attached hereto for the main portion of the By-law and, where pertinent, an explanation of the purpose and effect of the recommendation.

- 1) Within “Part 1 – Definitions”, replace the definition of “Police Record Check” with “Criminal Record and Judicial Matters Check” to align with Municipal, Provincial, and Federal regulations.
- 2) Add a definition for Vulnerable Sector Check to provide flexibility should it be determined that this type of record check is required for specific licences.
- 3) Update “Part 3 - Prohibitions” Section of the by-law to provide additional detail and clean up grammar within three of the subsections (3.2, 3.3, and 3.4).
- 4) Align “Part 4 - Exemptions” subsection 4.1 with language already present in the By-law.
- 5) Amend Part 6
 - Rename “Part 6 - Application for Licences and Renewals” to “Part 6 - New Licence Applications and Licence Renewals”.
 - Replace some of the requirements for new and renewed licences to ensure they match other By-laws, and Federal and Provincial language around corporations and their documentation. Does not have the effect of requiring more items be submitted, simply intended to clarify what is required.
- 6) Amend Part 7
 - Replace “Part 7 - Issuance of Licences”, Subsections 7.1 (d) and 7.2 (a through k) to clean up grammatical errors created between the Subsection header and the clauses.
 - Rewrite Subsections 7.3 through 7.9 to clarify language.
- 7) Add additional clarity to some of the subsections within “Part 8 – Powers of the Licence Manager” by adding details to the subsections, noting that this does not create any new powers, nor expand the powers; it is simply for clarification and consolidation.

The following is a summary of the proposed changes to the By-law Schedules (individual licences) and, where pertinent, a description of the purpose and effect of the recommended change:

Schedule 2: Adult Entertainment Body-rub Parlour

- Recommend the total number of Adult Entertainment Body-rub Parlour licences be reduced from 6 to 5 to reflect the recommended deletion of one of the authorized locations, due to inactivity. The Licensee of one of the licensed premisses was recently convicted of multiple accounts of sexual assault and the premise has closed. No renewal application was submitted and the premise is currently vacant.
- Recommend deleting Schedule 2A – Map 6 – 609 Clarke Road as an approved location.
- Rewrite three of the Adult Entertainment Body-rub Parlour application requirement clauses (Section 5.1, (g), (h), and (i)) to clarify requirements, amend the updated police check language, and better align with municipal job titles.
- Confirm that, in some cases, Adult Entertainment Body-rub Parlour Owners and Operators are subject to the same regulations, where previously the by-law was not clear.
- Clarifies the “residential” zoning location requirement, as the current By-law caused some confusion regarding residential Zoning vs. permitted residential uses. This has the effect of being more restrictive during application review.
- Refines when and where the ‘setback distance’ will be applied in cases where a new Adult Entertainment Body-rub Parlour location is proposed.
- Redefines how, and to whom, a Notice of Application is provided, specifically including tenants where currently only “owner(s) of land” are circulated and requiring a ‘Notice’ to be posted on the exterior of the proposed site.
- Clarifies the order of processing an application for a new licence, or the relocation of an existing licence.

Schedule 3 – Adult Live Entertainment Parlours

- Rewrite three of the Adult Live Entertainment Parlour application requirement clauses (Section 5.1, (g), (h), and (i)) to clarify requirements, amend the updated police check language, and better align with municipal job titles.

- Confirm that, in some cases, Adult Live Entertainment Parlour Owners and Operators are subject to the regulations where previously the by-law was not clear.
- Clarifies the “residential” zoning location requirement, as the current By-law caused some confusion regarding residential Zoning vs. permitted residential use. This has the effect of being more restrictive during application review.
- Refines when and where the ‘setback distance’ will be applied in cases where a new Adult Live Entertainment Parlour location is proposed.
- Redefines how, and to whom, a Notice of Application is provided, specifically including tenants where currently only “owner(s) of land” are circulated and requiring a ‘Notice’ to be posted on the exterior of the proposed site.
- Clarifies the order of processing an application for a new licence, or the relocation of an existing licence.

Schedule 4 – Automotive Service Business

Adds a Prohibition to restrict licensees from charging storage fees for vehicles that they are, or will be, working on. The practice of charging for storage has created a nuisance, as some licensees have been charging storage fees (like impound yards), as previously the by-law was silent on the activity.

Schedule 5 – Commercial Parking Facility

Amendment to the definition within the Schedule to better align with the Zoning By-law and provide clarity for licensing and enforcement staff.

Schedule 7 – Donation Bin Business

Clarify what is required as part of the location map that an operator provides when applying for a licence.

Schedule 8 – Door-to-Door Sales

Changing the language regarding Police Record Check to ensure it aligns with the new definition – CRJMC (Criminal Record and Judicial Matters Check) recommended in Item 1) above.

Adding an administrative regulation requiring all door-to-door sales staff be provided with identification which includes municipal licence and contact information for the licensee.

Schedule 9 - Electronic Cigarette and Tobacco Retail Business

Aligning our by-law definitions with the “Smoke Free Ontario Act” and ensuring we align with all requirements under that Act. This amendment was approved by the Middlesex-London Health Unit.

Schedule 10 – Food Premises

Added an “s” to the end of “Premise” in the Schedule title, and throughout the Schedule to correct a grammatical error: Premises should be used for both the singular and the plural when referring to building(s) and land.

Consolidated the definition.

Schedule 13 – Personal Services Business

Amended the definition to align with the Middlesex London Health Unit to ensure we capture all current and future ‘services’ being (potentially) performed under this umbrella category.

Schedule 18 - Second-Hand Goods and Salvage Yard Businesses

Consolidated and alphabetized the list regarding “Application of This Schedule.”

Added clause (e) “music or movie media such as vinyl records, compact discs (CDs), digital video discs (DVDs) cassettes, or other formats of music or movies.” Expanded “sports trading cards” clause to (g) “sports, or non-sports, trading cards, collectibles, or memorabilia.” These two changes have the effect of licencing fewer second-hand businesses.

Changed “Police Record Check” to “Criminal Records and Judicial Matters Check” as described in Section 1) herein and expanding the CRJMC requirement to include employees who are “acquiring” and/or “disposing” of products.

Reorganized and clarified the Prohibitions in Subsection 6.3 including requiring the Licensee to verify the identity of any seller using two pieces of identification including one with a photo. This change was made after reviewing other Ontario municipal by-laws.

Schedule 21 – Short-term Accommodations

Reduces the amount of general liability insurance from \$5 M to \$2 M to align with other Ontario Municipalities and industry standards.

3.0 Conclusion

Since 2019, the use of Administrative Monetary Penalty System (AMPS) has become recognized as a fair, effective, and more flexible way to address municipal compliance violations. Staff are proposing to increase penalty amounts for infractions within five specific by-laws, while adding consistent language in relation to the doubling of fines for repeat offences to all the schedules of the by-law. The increased penalties are intended to act as a deterrent to non-compliance.

The proposed amendments to the Business Licensing By-law are intended to ensure the By-law is consistent with other Federal and Provincial Acts and Regulations, and to better define instances where Staff, or the public, required more clarity.

Staff have also proposed a larger project to review the Business Licensing by-law in its entirety throughout 2024 for implementation in 2025. Staff propose to submit a Draft Terms of Reference in the Fall of 2023 to outline project milestones, expectations, participation, etc.

Prepared by: Ethan Ling MSc.
Development Policy Coordinator, Municipal Compliance

Submitted by: Nicole Musicco,
Coordinator, Municipal Compliance

**Reviewed &
Concurred by:** Orest Katolyk, MPL, MLEO(C),
Director, Municipal Compliance

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

Appendix “A”

Bill No. _____
2023

By-law No. - _____

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to repeal and replace Schedules “A-2” through to “A-22” and “A-26” through to “A-27”.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

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

1.) That Schedules “A-2”, “A-3”, “A-4”, “A-5”, “A-6”, “A-7”, “A-8”, “A-9”, “A-10”, “A-11”, “A-12”, “A-13”, “A-14”, “A-15”, “A-16”, “A-17”, “A-18”, “A-19”, “A-20”, “A-21”, “A-22”, “A-26”, By-law No. A.54 be amended to **DELETE** the sentence “*At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences*” and “A-Schedule 27” be amended to **DELETE** “*fines may be doubled for any and all subsequent repeat offences*”.

2.) That Section 3.3 of By-law No. A-54, “PENALTY NOTICE” be amended to **ADD** the following sentence:

(i) “*At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.*”

3.) That Schedule “A-2”, “A-16”; and “A-23”; be repealed and replaced with the attached Schedules “A-2”, “A-16”; and “A-23”.

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

PASSED in Open Council on June __, 2023,

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June __, 2023
Second Reading – June __, 2023
Third Reading – June __, 2023

Schedule "A-2"

Penalty Schedule for Traffic and Parking By-law, Idling Control By-law, and Unauthorized Area Parking By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1.	Park - facing wrong way	6(1)	\$50
2.	Stop in traffic lane	9(1)(a)	\$70
3.	Stop in prohibited area - signed	9(2)	\$70
4.	Stop on sidewalk	9(1)(b)	\$70
5.	Park between sidewalk and roadway	10(1)(a)	\$45
6.	Park on boulevard	10(1)(b)	\$65
7.	Park in front of driveway access	10(1)(c)	\$65
8.	Park in front of lane	10(1)(c)	\$65
9.	Stop within an intersection	10(1)(c)	\$65
10.	Park within 2 metres of fire hydrant	10(1)(d)	\$110
11.	Stop on crosswalk	10(1)(d)	\$65
12.	Park more than .3 metres from right hand edge of roadway	6(1)	\$50
13.	Park within 6 metres of crosswalk at intersection	10(1)(e)	\$50
14.	Park - obstructing traffic	10(1)(f)	\$70
15.	Park - prevent removal of previously parked vehicle	10(1)(g)	\$45
16.	Park prohibited - 3:00 am to 5:00 am	10(1)(h)	\$50
17.	Park - obstruct ramp or maneuvering area	10(1)(i)	\$45
18.	Park within 15 metres of signal-controlled intersection	10(1)(j)	\$65
19.	Park - on roadway longer than 18 hours	10(1)(k)	\$50

20.	Park - on shoulder longer than 18 hours	10(1)(k)	\$50
21.	Angle park - not within pavement markings	7(1)(a)	\$45
22.	Park - signed prohibited area	11(1)	\$50
23.	Angle park - exceeds 60 degrees	7(1)(b)	\$45
24.	Stop - in bus stop	12(1)	\$70
25.	Stop - in paratransit stop	12(3)	\$110
26.	Park - in taxi stand	13(1)	\$50
27.	Stop - in taxi stand	13(1)	\$70
28.	Park - in a loading zone	14	\$50
29.	Park - where restricted	15(1)	\$50
30.	Park - over time limit	16(1)	\$40
31.	Park vehicle without valid Residential Parking Pass displayed	17(1)	\$45
32.	Angle Park where not permitted	18	\$45
33.	Angle Park with load extending	7(2)(a)	\$45
34.	Stop in rush hour route	19(a)	\$70
	Park motorcycle more than 45-degree angle	20(1)	\$45
36.	Park heavy truck on prohibited street	30(2)	\$110
	Park school bus not in designated School Bus Zone	32(2)	\$45
38.	Park school vehicle not in designated School Bus Zone	32(2)	\$45
39.	Park outside designated parking space in meter zone on street	43(1)	\$45
	Park more than one vehicle in parking space	44(1)	\$45
41.	Park in parking meter zone without payment	46(1)	\$35
42.	Park in parking meter zone exceeding maximum period allowable on street	46(2)	\$40
43.	Park exceeding maximum period allowable	49 (1)	\$50
44.	Angle Park vehicle attached to trailer	7(2)(b)	\$45
45.	Park outside designated space - Metered Lot	58(1)	\$50
46.	Park vehicle in reserved parking space - Metered Lot	60(4)	\$50

47.	Park vehicle exceeding 6.1 metres in length	61	\$45
48.	Park outside designated space - unmetered lot	64	\$50
49.	Park motor vehicle over time limit - unmetered lot	65	\$45
50.	Park during prohibited hours - unmetered lot	66(2)	\$45
51.	Park vehicle exceeding 6.1 metres in length - unmetered lot	67	\$45
52.	Angle Park obstructing traffic	7(2)(c)	\$65
53.	Stop in fire route	75(1)	\$110
54.	Park in fire route	75(2)	\$110
55.	Park in designated accessible space on street	76	\$385
56.	Park in designated accessible space off street	80(1)	\$385
57.	Use a defaced or altered identifying marker	78(b)	\$205
58.	Use an identifying marker in the absence of the person to whom it was issued	78(c)	\$205
59.	Park unlicensed vehicle on highway	81	\$65
60.	Park unlicensed vehicle on parking space	81	\$65
61.	Park vehicle in privately-owned parking lot exceeding maximum period allowable	82	\$65
62.	Park vehicle in privately-owned parking facility exceeding maximum period allowable	82	\$65
63.	Park vehicle in privately-owned parking lot without authorization	82(1)	\$65
64.	Park vehicle in privately-owned parking facility without authorization	82(1)	\$65
65.	Park vehicle on privately-owned land not used as parking lot or parking facility without authorization	82(2)	\$65
66.	Park facing wrong way on one way street	8(1)	\$50

67.	Park vehicle on Corporation-owned or occupied land without authorization	84(1)	\$50
68.	Idle Motor Vehicle for more than 2 consecutive minutes	By-law PH-15, 3.1	\$65
69.	Idle Transit Vehicle for more than 5 consecutive minutes	By-law PH-15, 3.3	\$65
70.	Park in Unauthorized Area	By-law S-3, 2.1	\$65
71.	Permit parking in Unauthorized Area	By-law S-3, 2.2	\$65
72.	Park in parking space beyond time paid for	51(1)	\$40
73.	Stop in access aisle abutting accessible parking space	80(2)	\$385
74.	Park vehicle in electric vehicle parking space - not connected to charging station	11(3)	\$50
75.	Park a vehicle on a municipal parking lot without displaying the parking permit issued for that lot	60(3)	\$45

Schedule "A-16"

Penalty Schedule for Sound By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.
3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Make (unreasonable noise / noise likely to disturb inhabitants)	2.1	\$250
2	Cause (unreasonable noise / noise likely to disturb inhabitants)	2.1	\$250
3	Permit (unreasonable noise / noise likely to disturb inhabitants)	2.1	\$250
4	Fail to comply with temporary noise permit terms and conditions.	4.4	\$250
5	Contravene order to discontinue activity.	5.4	\$250

Schedule "A-23"

Penalty Schedule for Off-Street Parking By-law

1. For the purposes of Section 2 of this By-law, Column 3 in the following table lists the provisions in the Designated By-law identified in the Schedule, as amended.

2. Column 2 in the following table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 3.

3. Column 4 in the following table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 3.

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount
1	Park Motor Vehicle on Parking Space that does not comply with Parking Space requirements	2.1	\$65
2	Stand Motor Vehicle on Parking Space that does not comply with Parking Space requirements	2.1	\$65
3	Stop Motor Vehicle on Parking Space that does not comply with Parking Space requirements	2.1	\$70

Appendix “B”

Bill No. _____
2023

By-law No. - _____

A by-law to provide for the Licensing and Regulation of Various Businesses.

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

AND WHEREAS section 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 the *Municipal Act, 2001* 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: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

AND WHEREAS pursuant to the provisions of Part IV of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;

- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and,
- (g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licenses established by the municipality.

AND WHEREAS the Municipal Council for The Corporation of the City of London considers it necessary and desirable for the public to exercise its licensing powers for the purposes of:

- (a) Health and safety including health and safety of service providers, consumers, and patrons; and/or
- (b) Nuisance control; and/or
- (c) Consumer protection; and/or
- (d) Suppressing conditions conducive to crime;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the Municipal Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this by-law to the Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence and prescribe operational standards to be imposed on licensees, including without limitation operational standards such as signage requirements, advertising requirements, hours of operation and records that are to be kept by licensees and the form and content thereof, are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts the following amendments to the Business Licensing By-law:

PART 1 – DEFINITIONS

1) Replace the definition of “Police Record Check” with:

“Criminal Record and Judicial Matters Check” (CRJMC) means a Criminal record and judicial matters check under the Police Record Checks Reform Act, 2015, which has been obtained directly from the local police service where the person resides, the Ontario Provincial Police (OPP), or an RCMP accredited third party agency.

2) Add the following definition for “Vulnerable Sector Check”

“Vulnerable Sector Check” means a “Vulnerable sector check” under the Police Record Checks Reform Act, 2015, which has been obtained directly from the local police service where the person resides, the Ontario Provincial Police (OPP), or an RCMP accredited third party agency.

PART 3 – PROHIBITIONS

3) Replace Prohibitions, Subsections 3.2 through 3.5 as follows:

3.2 No person shall operate a business that requires a licence under this By-law while a licence issued under this By-law for the same premises, person or persons, corporation, or officers of a corporation is under suspension, has been withheld, or is under review.

3.3 No person shall operate a business that requires a licence under this By-law at a location other than the location for which a valid licence has been issued.

3.4 No person shall operate a business that requires a licence under this By-law under any name other than the name on the licence issued under this By-law.

PART 4 – EXEMPTIONS

4) *Replace Subsection 4.1 with the following:*

4.1 Any exemptions regarding specific classes of licences or businesses shall be listed in the corresponding Schedules to this By-law, if applicable.

PART 6 – APPLICATION FOR LICENCES AND RENEWALS

5) *Replace the Section Title with: PART 6 – NEW LICENCE APPLICATION AND LICENCE RENEWAL*

6) *Replace Part 6, Subsections 6.1 through 6.3 with:*

6.1 Every application for a new licence, or renewal of an existing licence shall be made to the Licence Manager in the format specified herein. Without limitation every application for a new licence or licence renewal shall include the following:

Replace the following clauses:

- (d) the municipal address of the premises where the business is located, if applicable;
- (h) proof satisfactory to the Licence Manager that the premises where the business is located is permitted and/or conforms with the uses and regulations as per the City of London's Z.-1 Zoning By-law, or its successor.

6.2 Every person applying for or renewing a business licence shall provide in full at the time the application is submitted all the information requested on the application form as well as:

- (a) payment of the fee(s) prescribed in "Part 10 – Fees" of this By-law.
- (b) proof satisfactory to the Licence Manager that the Applicant or Licensee has contractual or proprietary interest in the land(s), building(s), vehicle(s), or other property, equipment, training, etc. which are, in the opinion of the Licence Manager, necessary to sufficiently carry on the business.
- (c) if the Applicant or Licensee is a corporation, provide;
 - i) a copy of the articles of incorporation when applying for new licence applications;
 - ii) at the time of licence renewal, a "Corporation Profile Report" dated no later than fifteen (15) days prior to the date of the licence renewal application.

6.3 The Licence Manager may require affidavits in support of an application for a new business licence or the renewal of a business licence.

8) Amend PART 7 – ISSUANCE OF LICENCES, Section 7.1 subsection (d) as follows:

7.1 (d) the municipal address of the premises where the business is located, if applicable.

7.2 Every licence that is issued for the first time, and every renewal thereof, is subject to the following conditions for obtaining, continuing to hold, and renewing a licence, all of which shall be performed and observed by the Owner, Applicant, or the Licensee as required:

- (a) pay all licence fees prescribed in Section 10 of the By-law;

- (b) pay all fees, fines, and penalties owed by the Owner, Applicant, or Licensee to the City;
- (c) allow, at any reasonable time, the city to inspect the premises used for the business;
- (d) ensure that the premises and equipment used for the business are not constructed, installed, or equipped to hinder enforcement of this By-law;
- (e) ensure that their conduct, or the conduct of any partner, officer, director, employee, or agent for the Applicant or Licensee, shall not afford reasonable cause to believe that the operation of the business shall not be undertaken in accordance with all applicable laws, with honesty, and integrity;
- (f) maintain the premises where the business is located or operates, including all equipment used for the business, in accordance with the requirements of, but not limited to, the *Building Code Act* and its Regulations, the *Fire Protection and Prevention Act, 1997* and its Regulations, the City's Property Standards By-law No. CP-16, or any successor legislation or by-laws;
- (g) ensure that any alteration to the premises where the business is located or equipment used by the business is done in accordance with the *Building Code Act* and its Regulations, the *Fire Protection and Prevention Act, 1997* and its Regulations, and the City's Property Standards By-law No. CP-16, or any successor legislation or By-laws;
- (h) ensure that the Zoning By-law permits the use at the location that the business is licenced for, or that it is operating from;
- (i) ensure that the operation of any business licensed under this By-law complies with all federal and provincial laws and municipal By-laws;
- (j) be able to demonstrate contractual or proprietary interest in the premises where, or within which, the business is to be operated that is sufficient, in the opinion of the Licence Manager, for the Applicant or Licensee to carry on the business;
- (k) meet all requirements of this By-law.

7.3A licence issued under this By-law shall be valid only for the period for which it is issued. Unless expressly stated on the face of the licence, all licences issued under this By-law shall expire annually on January 31 at 11:59 pm. An application for business license renewal shall submitted on or before the expiry date of the licence being requested for renewal.

7.4 The issuance of a licence or renewal thereof under this By-law is not intended and shall not be construed as permission or consent by the City for the Licensee to contravene or fail to observe or comply with any Federal, Provincial or Municipal law or By-law.

7.7 The Licensee shall notify the Licence Manager of any change to the name of the owner, the business name, or any information relating to their licence within fifteen (15) days following such change. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

7.8 Where the Licensee is a corporation, the Licensee shall notify the Licence Manager of any changes to the names or addresses of the business offices, officers or directors, the ownership of shares, or any other information relating to the corporation or the licence within fifteen (15) days following such change by providing an updated Corporation Profile Report. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

7.9 Where the Licensee is a partnership, an updated partnership agreement shall be provided to the Licence Manager if changes to the names or addresses of the partners, the composition of the partnership, or any information relating to the partnership occur by providing an updated partnership agreement within fifteen (15) days following such change. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

9) Amend PART 8 – POWERS OF THE LICENCE MANAGER as follows;

8.2 The Licence Manager shall issue a new licence or renew a licence when they are satisfied that all the requirements, terms, and/or conditions of this By-law have been fulfilled.

8.3 The Licence Manager may refuse to issue or renew, or revoke, or suspend a licence, and/or impose terms or conditions on a licence on the following grounds:

- (b) an Applicant or Licensee is carrying on activities that are in contravention of this, or any other Federal, Provincial, or Municipal Law or By-law;
- (c) there is reason to believe that the application or any documents provided to the Licence Manager by, or on behalf of, the Owner, Applicant, or Licensee contains false information.
- (d) that any information provided to the Licence Manager has ceased to be accurate and the Licensee has not provided current, accurate information to allow the Licence Manager to conclude that the licence should be issued or renewed;

- (e) If at any time an Applicant or Licensee does not meet all the requirements of this By-law, or any conditions imposed on the licence;
- 8.4 Notwithstanding any other provision of this By-law, the Licence Manager may impose terms and conditions on any licence at issuance, renewal, or any time during the term of the licence, including special conditions, as deemed necessary in the opinion of the Licence Manager to give effect to this By-law.
- 8.6 Where the Licence Manager has made a decision under section 8.5 of this By-law, the Licence Manager's written notice of that decision shall be given to the Applicant or the Licensee by regular or electronic mail sent to the last address provided by the Applicant or Licensee and written notice of the decision shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be affected by registered mail to the address of the corporation's registered head office.
- 8.10 In addition to any other power, duty or function prescribed in this By-law or any Schedule to this By-law, the Licence Manager may make regulations under this By-law including:
- (b) prescribing the form of and minimum requirements for Criminal Record and Judicial Matters Checks (CRJMC), Vulnerable Sector Checks (VSC), and insurance policies as applicable; and

SCHEDULE 2 – ADULT ENTERTAINMENT BODY-RUB PARLOUR

The following amendments to this Schedule are recommended. All other Subsections remain:

4.0 LIMITATION ON NUMBER OF LICENCES

4.1 Subject to section 4.2 the total number of Adult Entertainment Body-Rub Parlour Owner licences authorized under this By-law is limited to five (5), and not more than one (1) licence shall be issued with respect to each defined area or location shown on Schedule 2A of this By-law.

5.0 APPLICATION FOR LICENCES AND RENEWALS

5.1 In addition to all the requirements of Part 6 of this By-law, every application for a new Adult Entertainment Body-Rub Parlour Owner and/or Operator licence and/or application for licence renewal shall include the following:

- (g) the municipal address of the location where the proposed Adult Entertainment Body-Rub Parlour will operate;
- (h) a Criminal Record and Judicial Matters Check dated within sixty (60) days of the application for licence for the Applicant, for any partner if the Applicant is a partnership, and - in the case of an Adult Entertainment Body-rub Parlour Owner licence - for any officer(s), director(s), or shareholder(s) of the corporation if the Applicant is a corporation; and,
- (i) in the case of an Adult Entertainment Body-rub Parlour Owner licence, a floor plan, drawn to scale, of the premises, confirmed by inspection by the Manager, Municipal Compliance & Animal Welfare Services and approved by the Licence Manager, that clearly shows that the Adult Entertainment Body-Rub Parlour, including any common areas, is not more than 225m² in size.

6.0 POWERS OF THE LICENCE MANAGER

- 6.1
- (a) prescribing operational standards for Adult Entertainment Body-Rub Parlour Owners and Operators
 - (d) prescribing the manner, form, and content of records to be kept by Adult Entertainment Body-Rub Parlour Owners and Operators under subsection 8.1(f) of this Schedule.

8.0 REGULATIONS

8.1 Every Owner of an Adult Entertainment Body-Rub Parlour shall:

- (b) post within, and keep posted in a prominent location, at every entrance to the Adult Entertainment Body-Rub Parlour, signs satisfactory to the Licence Manager which indicate clearly to any person entering, or already within the building, that no person under the age of eighteen (18) is permitted to enter or remain within the building or any part thereof.

- (f) maintain a detailed record of all Attendants employed by or within the Adult Entertainment Body-Rub Parlour as prescribed by the Licence Manager.

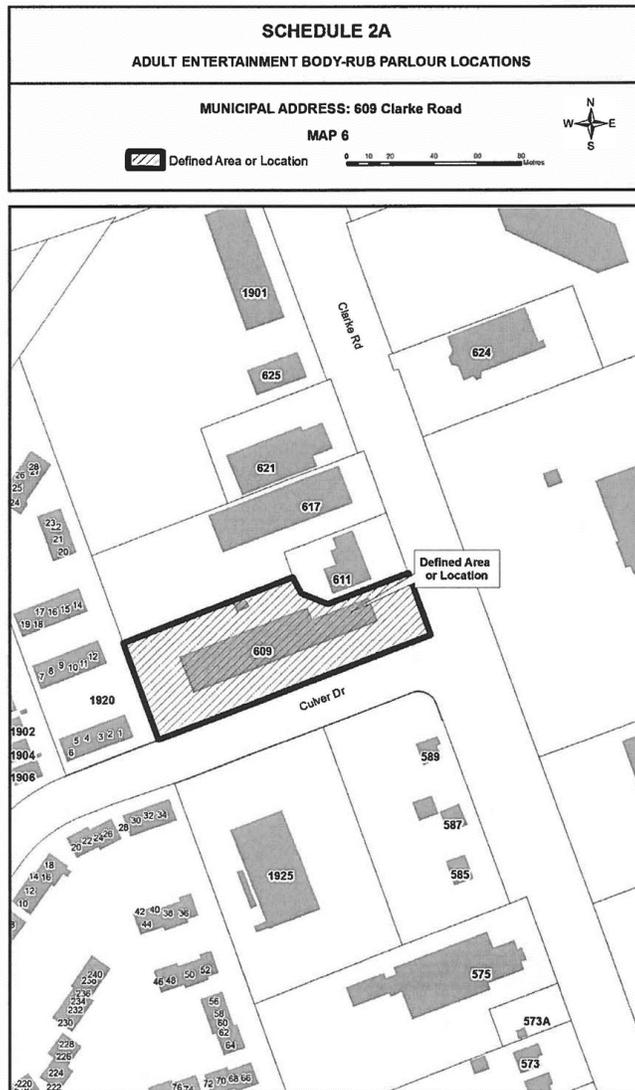
9.0 LOCATION REQUIREMENTS

- 9.2(1) (a) An Adult Entertainment Body-Rub Parlour shall not be located in a premises where residential uses are permitted, according to the City of London's Z.-1 Zoning By-law, or its successor;
 - (b) An Adult Entertainment Body-Rub Parlour shall not be located within one hundred metres (100m) of lands which permit residential uses according to the City of London's Z.-1 Zoning By-law, or its successor;
 - (c) Where an application for amendment to this Schedule has been made which seeks to add a new Adult Entertainment Body-Rub Parlour location to the Schedule, the location shall not be located within one-hundred metres (100m) of a school, a day-care centre, or a place of worship, existing on the date the application for amendment is accepted as complete as per Section 5.0 of this Schedule;
- 9.2(2) Separation distances prescribed in subsections 9.2(1)(b) and (c) of this Schedule shall be measured in any direction by a straight line from the closest point on the perimeter of the lot of the proposed Adult Entertainment Body-Rub Parlour to the nearest point on the perimeter of the lot where the residential uses are permitted, of the school, of the day-care centre, or of the place of worship.
- 9.3 Any request under section 9.1 of this Schedule shall be made to the Licence Manager and shall be accompanied by a complete application for an Adult Entertainment Body-Rub Parlour Owner licence.
 - 9.4 The Licence Manager shall give notice of the application by mail to landowners and tenants within 120 meters of the proposed new location. A Notice of Application shall also be posted on the proposed premises. Public comments and recommendations shall be received by the Licence Manager in respect of the requested amendment. The public shall be granted a minimum of 30 (thirty) calendar days from the date of the notice to comment on the application.
 - 9.5 Comments and recommendations received by the Licence Manager in response to the notice in section 9.4 of this Schedule, together with the application material prescribed in Section 9.3, and any additional information that the Licence Manager considers necessary or useful to Council, shall be submitted to the Community and Protective Services Committee for use at the public participation meeting described Section 9.6 for the Committee's recommendation to Council as per Section 9.7, and Council's decision.

- 9.6 Before the Community and Protective Services Committee makes a recommendation as per Section 9.7 regarding the request to amend Schedule 2A of this By-law, the Committee shall hold at least one public meeting to allow the proponent, and any member of the public, to make written or oral submissions regarding the application.
- 9.7 Following the public meeting described in Section 9.6, the Community and Protective Services Committee shall make a recommendation to Council regarding the amendment application. The City Council shall make the final decision regarding amending Schedule 2A of this By-law.

SCHEDULE 2A – ADULT ENTERTAINMENT BODY-RUB LOCATIONS

Delete: SCHEDULE 2A - MUNICIPAL ADDRESS: 609 Clarke Road - MAP 6



SCHEDULE 3 – ADULT LIVE ENTERTAINMENT PARLOUR

The following amendments to this Schedule are recommended. All other Subsections remain:

5.0 APPLICATION FOR LICENCES AND RENEWALS

5.1 In addition to all the requirements of Part 6 of this By-law, every application for a new Adult Live Entertainment Parlour Owner and/or Operator licence and/or application for licence renewal shall include the following:

- (g) the municipal address of the location where the proposed Adult Live Entertainment Parlour will operate;
- (h) a Criminal Record and Judicial Matters Check dated within sixty (60) days of the application for licence for the Applicant, for any partner if the Applicant is a partnership, and - in the case of an Adult Live Entertainment Parlour Owner licence - for any officer(s), director(s), or shareholder(s) of the corporation if the Applicant is a corporation; and,
- (i) in the case of an Adult Live Entertainment Parlour Owner licence a floor plan drawn to scale of the premises, confirmed by inspection by the Manager, Municipal Compliance & Animal Welfare Services and approved by the Licence Manager, that clearly shows all patron area(s), walls, curtains, or other enclosures, and (maximum 2) designated Entertainment Areas.

9.0 LOCATION REQUIREMENTS:

9.2(1) (a) An Adult Live Entertainment Parlour shall not be located in a premises where residential uses are permitted, according to the City of London's Z.-1 Zoning By-law, or its successor;

(b) An Adult Live Entertainment Parlour shall not be located within one hundred metres (100m) of lands which permit residential uses according to the City of London's Z.-1 Zoning By-law, or its successor;

(c) Where an application for amendment to this Schedule has been made which seeks to add a new Adult Live Entertainment Parlour location to the Schedule, the location shall not be located within one-hundred metres (100m) of a school, a day-care centre, or a place of worship, existing on the date the application for amendment is accepted as complete as per Section 5.0 of this Schedule

9.2(2) Separation distances prescribed in subsections 9.2(1)(b) and (c) of this Schedule shall be measured in any direction by a straight line from the closest point on the perimeter of the lot of the proposed Adult Live Entertainment Parlour to the nearest point on the perimeter of the lot where the residential uses are permitted, of the school, of the day-care centre, or of the place of worship.

- 9.3 Any request under section 9.1 of this Schedule shall be made to the Licence Manager and shall be accompanied by a complete application for an Adult Live Entertainment Parlour Owner licence.
- 9.4 The Licence Manager shall give notice of the application by mail to landowners and tenants within 120 meters of the proposed new location. A Notice of Application shall also be posted on the proposed premises. Public comments and recommendations shall be received by the Licence Manager in respect of the requested amendment. The public shall be granted a minimum of 30 (thirty) calendar days from the date of the notice to comment on the application.
- 9.5 Comments and recommendations received by the Licence Manager in response to the notice in section 9.4 of this Schedule, together with the application material prescribed in Section 9.3, and any additional information that the Licence Manager considers necessary or useful to Council, shall be submitted to the Community and Protective Services Committee for use at the public participation meeting described Section 9.6 for the Committee's recommendation to Council as per Section 9.7, and Council's decision.
- 9.6 Before the Community and Protective Services Committee makes a recommendation as per Section 9.7 regarding the request to amend Schedule 3A of this By-law, the Committee shall hold at least one public meeting to allow the proponent, and any member of the public, to make written or oral submissions regarding the application.
- 9.7 Following the public meeting described in Section 9.6, the Community and Protective Services Committee shall make a recommendation to Council regarding the amendment application. The City Council shall make the final decision regarding amending Schedule 3A of this By-law.

SCHEDULE 4
AUTOMOTIVE SERVICE BUSINESS

The following amendment to this Schedule is recommended. All other Subsections remain as is:

2.0 PROHIBITIONS

2.2 No Automotive Service Business shall charge any fee to an owner or for any motor vehicle that is kept, parked, or stored for the purposes of evaluation, repair, salvage, or other service(s) being performed, or to be performed, on a vehicle.

**SCHEDULE 5
COMMERCIAL PARKING FACILITY**

The following amendment to this Schedule is recommended. All other Subsections remain as is:

1.0 DEFINITIONS

1.1 In this Schedule:

“Commercial Parking Facility” means a non-accessory parking area or structure, other than a street, used for the temporary parking of two or more vehicles for profit or gain. This does not include a parking facility used exclusively for the parking of motor vehicles of customers, visitors, patrons, employees, students, clients, or patients of a business, educational facility, hospital, medical clinic, nor dental clinic.

**SCHEDULE 7
DONATION BIN BUSINESS**

The following amendment to this Schedule is recommended. All other Subsections remain:

2.0 APPLICATIONS FOR LICENCES AND RENEWAL

2.1 (b) a plan or drawing of the property which clearly depicts where the bin(s) will be located on the premises, to the satisfaction of the Licence Manager, and;

SCHEDULE 8 DOOR TO DOOR SALES

The following amendments to this Schedule are recommended. All other Subsections remain:

3.0 APPLICATIONS FOR LICENCES AND RENEWALS

3.1 In addition to all of the requirements set out in this By-law, every application or renewal for a Door-to-Door Sales licence shall include the following:

- (a) a Criminal Record and Judicial Matters Check for the Applicant, any partner if the Applicant is a partnership, or any officer and/or director of the corporation if the Applicant is a corporation dated no later than sixty (60) days prior to the application for a licence.

6.0 REGULATIONS

6.1 (c) obtain a Criminal Record and Judicial Matters Check each year for every person conducting Door to Door Sales on behalf of the Licensee;

6.1 (d) produce the Criminal Record and Judicial Matters Check required under subsection 6.1(c) of this Schedule to the Licence Manager or an Enforcement Officer immediately upon request.

6.1 (e) ensure that every person conducting Door to Door Sales on behalf of the business carries with them proof of the corresponding City of London business licence including information on how to contact the Door-to-Door Sales Licensee, and that the information is made available to anyone who requests it.

**SCHEDULE 9
ELECTRONIC CIGARETTE AND TOBACCO RETAIL BUSINESS**

The following amendments to this Schedule are recommended. All other Subsections remain:

1.0 DEFINITIONS

1.1 In this Schedule:

“Electronic cigarette” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3

“Electronic Cigarette Retail Business” means any person engaged in the business of selling electronic cigarettes, and/or e-substances;

“e-substance” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 as amended, or any successor legislation.

“Tobacco retail business” means any person engaged in the business of selling tobacco products; and/or tobacco product accessories;

“Tobacco product” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 or any successor legislation;

“Tobacco product accessories” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 or any successor legislation;

SCHEDULE 10 FOOD PREMISES

The following amendments to this Schedule are recommended. All other Subsections remain:

- Amend the title of the Schedule, adding an 'S' to the end of 'PREMISE'
- Replace every instance of the word "premise" in the schedule with "premises."

1.0 DEFINITIONS

1.1 In this Schedule:

Replace the definition of "Food Premise" with:

"Food Premises" means any place where food or drink intended for human consumption is prepared for sale, offered for sale, sold, or stored, for immediate consumption within, on, or off the premises.

SCHEDULE 13
PERSONAL SERVICES BUSINESS

The following amendment to this Schedule is recommended. All other Subsections remain:

1.0 DEFINITIONS

1.1 In this Schedule

"Personal Services" means any service where substances, instruments, tools or other equipment are applied to, any part of the human body for purposes of aesthetic, cosmetic or therapeutic treatment, where there is a risk of exposure to blood, or a public health risk including, but not limited to, hairdressing haircutting and barbering, tattooing and micropigmentation, body piercing, manicures, pedicures, tanning, hair removal, and;

SCHEDULE 18

SECOND-HAND GOODS AND SALVAGE YARD BUSINESSES

The following amendments to this Schedule are recommended. All other Subsections remain:

3.0 APPLICATION OF THIS SCHEDULE

3.1 This Schedule does not apply to:

- (a) The sale of goods for charitable purposes;
- (b) The sale of goods as part of a Household Sale/Garage Sale.

3.2 This Schedule does not apply to a business that primarily sells any of the following second-hand goods:

- (a) auto parts other than vehicle stereo systems;
- (b) books, magazines, comics, or other similar publications
- (c) clothing;
- (d) household goods, appliances, or furnishings;
- (e) music or movie media such as vinyl records, compact discs (CDs), digital video discs (DVDs) cassettes, or other formats of music or movies;
- (f) rugs or carpets;
- (g) sports, or non-sports, trading cards, collectibles, or memorabilia

4.0 APPLICATIONS FOR LICENCE AND RENEWALS

4.1 In addition to the licensing requirements of Part 6 of this By-law, every Salvage Yard and Second-hand Goods Business Licence application and application for Licence renewal shall include a Criminal Record and Judicial Matters Check for each officer if the applicant is a Corporation, each partner if the applicant is a Partnership, or the proprietor of a Sole Proprietorship, dated no more than sixty (60) days prior to the licence application.

6.0 PROHIBITIONS

6.3 No holder of a Salvage Yard or Second-hand Goods Business licence, or their employee(s), shall Acquire any goods, articles, or objects;

- (a) on which the serial number has been obliterated, altered, mutilated, or removed without the prior written approval of the London Police Service;
- (b) from any person without first verifying their identity using two pieces of authentic, valid, current, government-issued identification, one of which shall include a photograph, in the presence of the person being verified;
- (c) from any person who is, or who appears to be, under the age of eighteen (18) years of age, or;
- (d) from any person who appears to be under the influence of drugs or alcohol.

- 6.6 No person shall be employed by a Salvage Yard or Second-hand Goods business for the purpose of acquiring or disposing of goods or materials without the Licensee acquiring a Criminal Record and Judicial Matters Check related to that employee. The Licensee shall keep a record of all persons acquiring or disposing of second-hand goods, and a copy of their most recent CRJMC. The CRJMC shall be updated annually at the time of licence renewal.

Schedule 21
SHORT-TERM ACCOMMODATIONS

The following amendment to this Schedule is recommended. All other Subsections remain:

- 5.0 (h) an insurance certificate demonstrating general liability insurance for the operations of the proposed Short-term Accommodation against claims filed against the applicant with respect to bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$2,000,000;

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: Housekeeping Amendments – Administrative Monetary
Penalty Systems and Business Licensing By-law

Date: June 13, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken:

- (a) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to increase some of the penalty amounts,
- (b) the attached proposed by-law amendments (Appendix “B”) **BE INTRODUCED** at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. L.-131-16, being “A by-law to provide for the Licensing and Regulation of Various Businesses” in order to update processes and definitions, clean up grammar throughout, save and except for amendments to remove the Adult Entertainment Body Rub Parlour location at 609 Clarke Road (formerly operating as Sweet City) for which a Public Participation meeting be held in the future to provide for public comments for the removal of this location from the By-law, and;
- (c) noting that Civic Administration shall provide a Draft Terms of Reference in the Fall of 2023 for a thorough review of the Business Licensing By-law in its entirety including public outreach and participation throughout 2024.

General Overview

This report contains modifications to the Administrative Monetary Penalty System (AMPS) to amend selected penalty schedules to allow staff to further utilize AMPS as a tool to ensure by-law compliance.

Appendix “B”

Bill No. _____
2023

By-law No. - _____

A by-law to provide for the Licensing and Regulation of Various Businesses.

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

AND WHEREAS section 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 the *Municipal Act, 2001* 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: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

AND WHEREAS pursuant to the provisions of Part IV of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all the businesses in that class to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;

- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and,
- (g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licenses established by the municipality.

AND WHEREAS the Municipal Council for The Corporation of the City of London considers it necessary and desirable for the public to exercise its licensing powers for the purposes of:

- (a) Health and safety including health and safety of service providers, consumers, and patrons; and/or
- (b) Nuisance control; and/or
- (c) Consumer protection; and/or
- (d) Suppressing conditions conducive to crime;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the Municipal Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this by-law to the Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence and prescribe operational standards to be imposed on licensees, including without limitation operational standards such as signage requirements, advertising requirements, hours of operation and records that are to be kept by licensees and the form and content thereof, are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts the following amendments to the Business Licensing By-law:

PART 1 – DEFINITIONS

1) Replace the definition of “Police Record Check” with:

“Criminal Record and Judicial Matters Check” (CRJMC) means a Criminal record and judicial matters check under the Police Record Checks Reform Act, 2015, which has been obtained directly from the local police service where the person resides, the Ontario Provincial Police (OPP), or an RCMP accredited third party agency.

2) Add the following definition for “Vulnerable Sector Check”

“Vulnerable Sector Check” means a “Vulnerable sector check” under the Police Record Checks Reform Act, 2015, which has been obtained directly from the local police service where the person resides, the Ontario Provincial Police (OPP), or an RCMP accredited third party agency.

PART 3 – PROHIBITIONS

3) Replace Prohibitions, Subsections 3.2 through 3.5 as follows:

3.2 No person shall operate a business that requires a licence under this By-law while a licence issued under this By-law for the same premises, person or persons, corporation, or officers of a corporation is under suspension, has been withheld, or is under review.

3.3 No person shall operate a business that requires a licence under this By-law at a location other than the location for which a valid licence has been issued.

3.4 No person shall operate a business that requires a licence under this By-law under any name other than the name on the licence issued under this By-law.

PART 4 – EXEMPTIONS

4) *Replace Subsection 4.1 with the following:*

4.1 Any exemptions regarding specific classes of licences or businesses shall be listed in the corresponding Schedules to this By-law, if applicable.

PART 6 – APPLICATION FOR LICENCES AND RENEWALS

5) *Replace the Section Title with: PART 6 – NEW LICENCE APPLICATION AND LICENCE RENEWAL*

6) *Replace Part 6, Subsections 6.1 through 6.3 with:*

6.1 Every application for a new licence, or renewal of an existing licence shall be made to the Licence Manager in the format specified herein. Without limitation every application for a new licence or licence renewal shall include the following:

Replace the following clauses:

- (d) the municipal address of the premises where the business is located, if applicable;
- (h) proof satisfactory to the Licence Manager that the premises where the business is located is permitted and/or conforms with the uses and regulations as per the City of London's Z.-1 Zoning By-law, or its successor.

6.2 Every person applying for or renewing a business licence shall provide in full at the time the application is submitted all the information requested on the application form as well as:

- (a) payment of the fee(s) prescribed in "Part 10 – Fees" of this By-law.
- (b) proof satisfactory to the Licence Manager that the Applicant or Licensee has contractual or proprietary interest in the land(s), building(s), vehicle(s), or other property, equipment, training, etc. which are, in the opinion of the Licence Manager, necessary to sufficiently carry on the business.
- (c) if the Applicant or Licensee is a corporation, provide:
 - i) a copy of the articles of incorporation when applying for new licence applications;
 - ii) at the time of licence renewal, a "Corporation Profile Report" dated no later than fifteen (15) days prior to the date of the licence renewal application.

6.3 The Licence Manager may require affidavits in support of an application for a new business licence or the renewal of a business licence.

8) Amend PART 7 – ISSUANCE OF LICENCES, Section 7.1 subsection (d) as follows:

7.1 (d) the municipal address of the premises where the business is located, if applicable.

7.2 Every licence that is issued for the first time, and every renewal thereof, is subject to the following conditions for obtaining, continuing to hold, and renewing a licence, all of which shall be performed and observed by the Owner, Applicant, or the Licensee as required:

- (a) pay all licence fees prescribed in Section 10 of the By-law;

- (b) pay all fees, fines, and penalties owed by the Owner, Applicant, or Licensee to the City;
- (c) allow, at any reasonable time, the city to inspect the premises used for the business;
- (d) ensure that the premises and equipment used for the business are not constructed, installed, or equipped to hinder enforcement of this By-law;
- (e) ensure that their conduct, or the conduct of any partner, officer, director, employee, or agent for the Applicant or Licensee, shall not afford reasonable cause to believe that the operation of the business shall not be undertaken in accordance with all applicable laws, with honesty, and integrity;
- (f) maintain the premises where the business is located or operates, including all equipment used for the business, in accordance with the requirements of, but not limited to, the *Building Code Act* and its Regulations, the *Fire Protection and Prevention Act, 1997* and its Regulations, the City's Property Standards By-law No. CP-16, or any successor legislation or by-laws;
- (g) ensure that any alteration to the premises where the business is located or equipment used by the business is done in accordance with the *Building Code Act* and its Regulations, the *Fire Protection and Prevention Act, 1997* and its Regulations, and the City's Property Standards By-law No. CP-16, or any successor legislation or By-laws;
- (h) ensure that the Zoning By-law permits the use at the location that the business is licenced for, or that it is operating from;
- (i) ensure that the operation of any business licensed under this By-law complies with all federal and provincial laws and municipal By-laws;
- (j) be able to demonstrate contractual or proprietary interest in the premises where, or within which, the business is to be operated that is sufficient, in the opinion of the Licence Manager, for the Applicant or Licensee to carry on the business;
- (k) meet all requirements of this By-law.

7.3A licence issued under this By-law shall be valid only for the period for which it is issued. Unless expressly stated on the face of the licence, all licences issued under this By-law shall expire annually on January 31 at 11:59 pm. An application for business license renewal shall submitted on or before the expiry date of the licence being requested for renewal.

7.4 The issuance of a licence or renewal thereof under this By-law is not intended and shall not be construed as permission or consent by the City for the Licensee to contravene or fail to observe or comply with any Federal, Provincial or Municipal law or By-law.

7.7 The Licensee shall notify the Licence Manager of any change to the name of the owner, the business name, or any information relating to their licence within fifteen (15) days following such change. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

7.8 Where the Licensee is a corporation, the Licensee shall notify the Licence Manager of any changes to the names or addresses of the business offices, officers or directors, the ownership of shares, or any other information relating to the corporation or the licence within fifteen (15) days following such change by providing an updated Corporation Profile Report. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

7.9 Where the Licensee is a partnership, an updated partnership agreement shall be provided to the Licence Manager if changes to the names or addresses of the partners, the composition of the partnership, or any information relating to the partnership occur by providing an updated partnership agreement within fifteen (15) days following such change. Licences may be required to be returned to the City for amendment, at the discretion of the Licence Manager.

9) Amend PART 8 – POWERS OF THE LICENCE MANAGER as follows;

8.2 The Licence Manager shall issue a new licence or renew a licence when they are satisfied that all the requirements, terms, and/or conditions of this By-law have been fulfilled.

8.3 The Licence Manager may refuse to issue or renew, or revoke, or suspend a licence, and/or impose terms or conditions on a licence on the following grounds:

- (b) an Applicant or Licensee is carrying on activities that are in contravention of this, or any other Federal, Provincial, or Municipal Law or By-law;
- (c) there is reason to believe that the application or any documents provided to the Licence Manager by, or on behalf of, the Owner, Applicant, or Licensee contains false information.
- (d) that any information provided to the Licence Manager has ceased to be accurate and the Licensee has not provided current, accurate information to allow the Licence Manager to conclude that the licence should be issued or renewed;

- (e) If at any time an Applicant or Licensee does not meet all the requirements of this By-law, or any conditions imposed on the licence;
- 8.4 Notwithstanding any other provision of this By-law, the Licence Manager may impose terms and conditions on any licence at issuance, renewal, or any time during the term of the licence, including special conditions, as deemed necessary in the opinion of the Licence Manager to give effect to this By-law.
- 8.6 Where the Licence Manager has made a decision under section 8.5 of this By-law, the Licence Manager's written notice of that decision shall be given to the Applicant or the Licensee by regular or electronic mail sent to the last address provided by the Applicant or Licensee and written notice of the decision shall be deemed to have been given on the third day after it is mailed. Service on a corporation may be affected by registered mail to the address of the corporation's registered head office.
- 8.10 In addition to any other power, duty or function prescribed in this By-law or any Schedule to this By-law, the Licence Manager may make regulations under this By-law including:
- (b) prescribing the form of and minimum requirements for Criminal Record and Judicial Matters Checks (CRJMC), Vulnerable Sector Checks (VSC), and insurance policies as applicable; and

SCHEDULE 2 – ADULT ENTERTAINMENT BODY-RUB PARLOUR

The following amendments to this Schedule are recommended. All other Subsections remain:

5.0 APPLICATION FOR LICENCES AND RENEWALS

5.1 In addition to all the requirements of Part 6 of this By-law, every application for a new Adult Entertainment Body-Rub Parlour Owner and/or Operator licence and/or application for licence renewal shall include the following:

- (g) the municipal address of the location where the proposed Adult Entertainment Body-Rub Parlour will operate;
- (h) a Criminal Record and Judicial Matters Check dated within sixty (60) days of the application for licence for the Applicant, for any partner if the Applicant is a partnership, and - in the case of an Adult Entertainment Body-rub Parlour Owner licence - for any officer(s), director(s), or shareholder(s) of the corporation if the Applicant is a corporation; and,
- (i) in the case of an Adult Entertainment Body-rub Parlour Owner licence, a floor plan, drawn to scale, of the premises, confirmed by inspection by the Manager, Municipal Compliance & Animal Welfare Services and approved by the Licence Manager, that clearly shows that the Adult Entertainment Body-Rub Parlour, including any common areas, is not more than 225m² in size.

6.0 POWERS OF THE LICENCE MANAGER

- 6.1
- (a) prescribing operational standards for Adult Entertainment Body-Rub Parlour Owners and Operators
 - (d) prescribing the manner, form, and content of records to be kept by Adult Entertainment Body-Rub Parlour Owners and Operators under subsection 8.1(f) of this Schedule.

8.0 REGULATIONS

8.1 Every Owner of an Adult Entertainment Body-Rub Parlour shall:

- (b) post within, and keep posted in a prominent location, at every entrance to the Adult Entertainment Body-Rub Parlour, signs satisfactory to the Licence Manager which indicate clearly to any person entering, or already within the building, that no person under the age of eighteen (18) is permitted to enter or remain within the building or any part thereof.
- (f) maintain a detailed record of all Attendants employed by or within the Adult Entertainment Body-Rub Parlour as prescribed by the Licence Manager.

9.0 LOCATION REQUIREMENTS

- 9.2(1) (a) An Adult Entertainment Body-Rub Parlour shall not be located in a premises where residential uses are permitted, according to the City of London's Z.-1 Zoning By-law, or its successor;
- (b) An Adult Entertainment Body-Rub Parlour shall not be located within one hundred metres (100m) of lands which permit residential uses according to the City of London's Z.-1 Zoning By-law, or its successor;
- (c) Where an application for amendment to this Schedule has been made which seeks to add a new Adult Entertainment Body-Rub Parlour location to the Schedule, the location shall not be located within one-hundred metres (100m) of a school, a day-care centre, or a place of worship, existing on the date the application for amendment is accepted as complete as per Section 5.0 of this Schedule;
- 9.2(2) Separation distances prescribed in subsections 9.2(1)(b) and (c) of this Schedule shall be measured in any direction by a straight line from the closest point on the perimeter of the lot of the proposed Adult Entertainment Body-Rub Parlour to the nearest point on the perimeter of the lot where the residential uses are permitted, of the school, of the day-care centre, or of the place of worship.
- 9.3 Any request under section 9.1 of this Schedule shall be made to the Licence Manager and shall be accompanied by a complete application for an Adult Entertainment Body-Rub Parlour Owner licence.
- 9.4 The Licence Manager shall give notice of the application by mail to landowners and tenants within 120 meters of the proposed new location. A Notice of Application shall also be posted on the proposed premises. Public comments and recommendations shall be received by the Licence Manager in respect of the requested amendment. The public shall be granted a minimum of 30 (thirty) calendar days from the date of the notice to comment on the application.
- 9.5 Comments and recommendations received by the Licence Manager in response to the notice in section 9.4 of this Schedule, together with the application material prescribed in Section 9.3, and any additional information that the Licence Manager considers necessary or useful to Council, shall be submitted to the Community and Protective Services Committee for use at the public participation meeting described Section 9.6 for the Committee's recommendation to Council as per Section 9.7, and Council's decision.
- 9.6 Before the Community and Protective Services Committee makes a recommendation as per Section 9.7 regarding the request to amend Schedule 2A of this By-law, the Committee shall hold at least one public meeting to allow the

proponent, and any member of the public, to make written or oral submissions regarding the application.

- 9.7 Following the public meeting described in Section 9.6, the Community and Protective Services Committee shall make a recommendation to Council regarding the amendment application. The City Council shall make the final decision regarding amending Schedule 2A of this By-law.

SCHEDULE 3 – ADULT LIVE ENTERTAINMENT PARLOUR

The following amendments to this Schedule are recommended. All other Subsections remain:

5.0 APPLICATION FOR LICENCES AND RENEWALS

5.1 In addition to all the requirements of Part 6 of this By-law, every application for a new Adult Live Entertainment Parlour Owner and/or Operator licence and/or application for licence renewal shall include the following:

- (g) the municipal address of the location where the proposed Adult Live Entertainment Parlour will operate;
- (h) a Criminal Record and Judicial Matters Check dated within sixty (60) days of the application for licence for the Applicant, for any partner if the Applicant is a partnership, and - in the case of an Adult Live Entertainment Parlour Owner licence - for any officer(s), director(s), or shareholder(s) of the corporation if the Applicant is a corporation; and,
- (i) in the case of an Adult Live Entertainment Parlour Owner licence a floor plan drawn to scale of the premises, confirmed by inspection by the Manager, Municipal Compliance & Animal Welfare Services and approved by the Licence Manager, that clearly shows all patron area(s), walls, curtains, or other enclosures, and (maximum 2) designated Entertainment Areas.

9.0 LOCATION REQUIREMENTS:

- 9.2(1) (a) An Adult Live Entertainment Parlour shall not be located in a premises where residential uses are permitted, according to the City of London's Z.-1 Zoning By-law, or its successor;
- (b) An Adult Live Entertainment Parlour shall not be located within one hundred metres (100m) of lands which permit residential uses according to the City of London's Z.-1 Zoning By-law, or its successor;
- (c) Where an application for amendment to this Schedule has been made which seeks to add a new Adult Live Entertainment Parlour location to the Schedule, the location shall not be located within one-hundred metres (100m) of a school, a day-care centre, or a place of worship, existing on the date the application for amendment is accepted as complete as per Section 5.0 of this Schedule

9.2(2) Separation distances prescribed in subsections 9.2(1)(b) and (c) of this Schedule shall be measured in any direction by a straight line from the closest point on the perimeter of the lot of the proposed Adult Live Entertainment Parlour to the nearest point on the perimeter of the lot where the residential uses are permitted, of the school, of the day-care centre, or of the place of worship.

- 9.3 Any request under section 9.1 of this Schedule shall be made to the Licence Manager and shall be accompanied by a complete application for an Adult Live Entertainment Parlour Owner licence.
- 9.4 The Licence Manager shall give notice of the application by mail to landowners and tenants within 120 meters of the proposed new location. A Notice of Application shall also be posted on the proposed premises. Public comments and recommendations shall be received by the Licence Manager in respect of the requested amendment. The public shall be granted a minimum of 30 (thirty) calendar days from the date of the notice to comment on the application.
- 9.5 Comments and recommendations received by the Licence Manager in response to the notice in section 9.4 of this Schedule, together with the application material prescribed in Section 9.3, and any additional information that the Licence Manager considers necessary or useful to Council, shall be submitted to the Community and Protective Services Committee for use at the public participation meeting described Section 9.6 for the Committee's recommendation to Council as per Section 9.7, and Council's decision.
- 9.6 Before the Community and Protective Services Committee makes a recommendation as per Section 9.7 regarding the request to amend Schedule 3A of this By-law, the Committee shall hold at least one public meeting to allow the proponent, and any member of the public, to make written or oral submissions regarding the application.
- 9.7 Following the public meeting described in Section 9.6, the Community and Protective Services Committee shall make a recommendation to Council regarding the amendment application. The City Council shall make the final decision regarding amending Schedule 3A of this By-law.

**SCHEDULE 4
AUTOMOTIVE SERVICE BUSINESS**

The following amendment to this Schedule is recommended. All other Subsections remain as is:

2.0 PROHIBITIONS

2.2 No Automotive Service Business shall charge any fee to an owner or for any motor vehicle that is kept, parked, or stored for the purposes of evaluation, repair, salvage, or other service(s) being performed, or to be performed, on a vehicle.

**SCHEDULE 5
COMMERCIAL PARKING FACILITY**

The following amendment to this Schedule is recommended. All other Subsections remain as is:

1.0 DEFINITIONS

1.1 In this Schedule:

“Commercial Parking Facility” means a non-accessory parking area or structure, other than a street, used for the temporary parking of two or more vehicles for profit or gain. This does not include a parking facility used exclusively for the parking of motor vehicles of customers, visitors, patrons, employees, students, clients, or patients of a business, educational facility, hospital, medical clinic, nor dental clinic.

**SCHEDULE 7
DONATION BIN BUSINESS**

The following amendment to this Schedule is recommended. All other Subsections remain:

2.0 APPLICATIONS FOR LICENCES AND RENEWAL

2.1 (b) a plan or drawing of the property which clearly depicts where the bin(s) will be located on the premises, to the satisfaction of the Licence Manager, and;

SCHEDULE 8 DOOR TO DOOR SALES

The following amendments to this Schedule are recommended. All other Subsections remain:

3.0 APPLICATIONS FOR LICENCES AND RENEWALS

3.1 In addition to all of the requirements set out in this By-law, every application or renewal for a Door-to-Door Sales licence shall include the following:

- (a) a Criminal Record and Judicial Matters Check for the Applicant, any partner if the Applicant is a partnership, or any officer and/or director of the corporation if the Applicant is a corporation dated no later than sixty (60) days prior to the application for a licence.

6.0 REGULATIONS

6.1 (c) obtain a Criminal Record and Judicial Matters Check each year for every person conducting Door to Door Sales on behalf of the Licensee;

6.1 (d) produce the Criminal Record and Judicial Matters Check required under subsection 6.1(c) of this Schedule to the Licence Manager or an Enforcement Officer immediately upon request.

6.1 (e) ensure that every person conducting Door to Door Sales on behalf of the business carries with them proof of the corresponding City of London business licence including information on how to contact the Door-to-Door Sales Licensee, and that the information is made available to anyone who requests it.

**SCHEDULE 9
ELECTRONIC CIGARETTE AND TOBACCO RETAIL BUSINESS**

The following amendments to this Schedule are recommended. All other Subsections remain:

1.0 DEFINITIONS

1.1 In this Schedule:

“Electronic cigarette” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3

“Electronic Cigarette Retail Business” means any person engaged in the business of selling electronic cigarettes, and/or e-substances;

“e-substance” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 as amended, or any successor legislation.

“Tobacco retail business” means any person engaged in the business of selling tobacco products; and/or tobacco product accessories;

“Tobacco product” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 or any successor legislation;

“Tobacco product accessories” has the same meaning as in the Smoke Free Ontario Act, 2017 S.O. 2017, c.26, Sched. 3 or any successor legislation;

SCHEDULE 10 FOOD PREMISES

The following amendments to this Schedule are recommended. All other Subsections remain:

- Amend the title of the Schedule, adding an 'S' to the end of 'PREMISE'
- Replace every instance of the word "premise" in the schedule with "premises."

1.0 DEFINITIONS

1.1 In this Schedule:

Replace the definition of "Food Premise" with:

"Food Premises" means any place where food or drink intended for human consumption is prepared for sale, offered for sale, sold, or stored, for immediate consumption within, on, or off the premises.

SCHEDULE 13
PERSONAL SERVICES BUSINESS

The following amendment to this Schedule is recommended. All other Subsections remain:

1.0 DEFINITIONS

1.1 In this Schedule

"Personal Services" means any service where substances, instruments, tools or other equipment are applied to, any part of the human body for purposes of aesthetic, cosmetic or therapeutic treatment, where there is a risk of exposure to blood, or a public health risk including, but not limited to, hairdressing haircutting and barbering, tattooing and micropigmentation, body piercing, manicures, pedicures, tanning, hair removal, and;

SCHEDULE 18

SECOND-HAND GOODS AND SALVAGE YARD BUSINESSES

The following amendments to this Schedule are recommended. All other Subsections remain:

3.0 APPLICATION OF THIS SCHEDULE

3.1 This Schedule does not apply to:

- (a) The sale of goods for charitable purposes;
- (b) The sale of goods as part of a Household Sale/Garage Sale.

3.2 This Schedule does not apply to a business that primarily sells any of the following second-hand goods:

- (a) auto parts other than vehicle stereo systems;
- (b) books, magazines, comics, or other similar publications
- (c) clothing;
- (d) household goods, appliances, or furnishings;
- (e) music or movie media such as vinyl records, compact discs (CDs), digital video discs (DVDs) cassettes, or other formats of music or movies;
- (f) rugs or carpets;
- (g) sports, or non-sports, trading cards, collectibles, or memorabilia

4.0 APPLICATIONS FOR LICENCE AND RENEWALS

4.1 In addition to the licensing requirements of Part 6 of this By-law, every Salvage Yard and Second-hand Goods Business Licence application and application for Licence renewal shall include a Criminal Record and Judicial Matters Check for each officer if the applicant is a Corporation, each partner if the applicant is a Partnership, or the proprietor of a Sole Proprietorship, dated no more than sixty (60) days prior to the licence application.

6.0 PROHIBITIONS

6.3 No holder of a Salvage Yard or Second-hand Goods Business licence, or their employee(s), shall Acquire any goods, articles, or objects;

- (a) on which the serial number has been obliterated, altered, mutilated, or removed without the prior written approval of the London Police Service;
- (b) from any person without first verifying their identity using two pieces of authentic, valid, current, government-issued identification, one of which shall include a photograph, in the presence of the person being verified;
- (c) from any person who is, or who appears to be, under the age of eighteen (18) years of age, or;
- (d) from any person who appears to be under the influence of drugs or alcohol.

- 6.6 No person shall be employed by a Salvage Yard or Second-hand Goods business for the purpose of acquiring or disposing of goods or materials without the Licensee acquiring a Criminal Record and Judicial Matters Check related to that employee. The Licensee shall keep a record of all persons acquiring or disposing of second-hand goods, and a copy of their most recent CRJMC. The CRJMC shall be updated annually at the time of licence renewal.

Schedule 21
SHORT-TERM ACCOMMODATIONS

The following amendment to this Schedule is recommended. All other Subsections remain:

- 5.0 (h) an insurance certificate demonstrating general liability insurance for the operations of the proposed Short-term Accommodation against claims filed against the applicant with respect to bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$2,000,000;

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: Occupant Noise Enforcement –
Partnered Pilot Project Update
Date: June 13, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Occupant Noise Enforcement Partnered Pilot Project:

- a) the report dated June 13, 2023, summarizing the three month pilot project, **BE RECEIVED**;
- b) the Civic Administration **BE DIRECTED** to continue the partnered Occupant Noise Enforcement program; and
- c) the Civic Administration **BE DIRECTED** to bring forward as part of a multi-year budget a business case that provides funding to continue the partnered Occupant Noise Enforcement program.

Executive Summary

In September 2022, Council approved a pilot project of transferring occupant noise enforcement from the London Police Service (LPS) to Municipal Compliance (MC) in an effort to relieve LPS from most occupant noise service calls. A protocol was developed whereby noise calls were received and triaged by LPS and where no criminal or unsafe conditions were determined, Municipal Law Enforcement Officers (MLEOs) addressed the complaint. A specialized unit of Noise/Parking Officers was created for the three month pilot.

This report presents metrics for the pilot project and recommends continuation of the program.

Linkage to the Corporate Strategic Plan

The 2023-2027 Strategic Plan identifies a “Well Run City” as a strategic area of focus.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Community & Protective Services Committee (CPSC) August 23, 2022 – Occupant Noise Enforcement - Pilot Project

2.0 Discussion and Considerations

In December 2021, Civic Administration was advised that LPS was considering transferring occupant noise calls to MC due to the volume of service requests of a more serious nature. At that time, discussions began on a possible transfer of duties.

In September 2022, Council approved the pilot project to address occupant noise complaints. A service delivery model was created whereby all complaints were received by LPS, triaged to determine possible criminal activity (known dangerous

property, location of active police investigation, sound of gunfire) and dispatched to LPS and MC accordingly.

Between February 1 and April 30, 2023, a total of 488 complaints were dispatched to MC after being vetted by LPS. Of these complaints, 77 warnings were issued, and 8 Administrative Monetary Penalty Systems (AMPs) were issued based on officer discretion. Depending on the occurrence, an AMP may be issued without first issuing a warning. The remaining 403 complaints were found to be invalid for a variety of reasons: no noise upon arrival, wrong address provided by complainant and business closed.

The following map illustrates the distribution of complaints City-wide. There is a concentration of complaints in the core area as well as in near campus neighbourhoods.

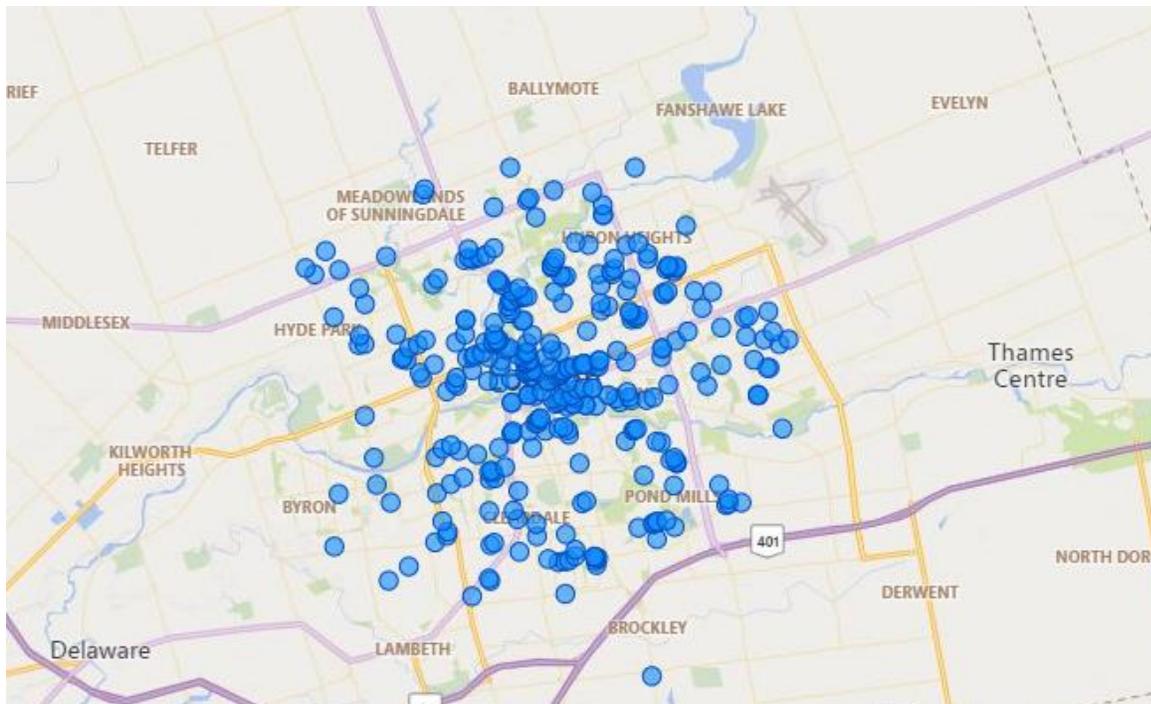


Figure 1: Noise Complaint Distribution

The following chart depicts that the busiest 4 hour period for complaints is between 11 pm and 3 am.

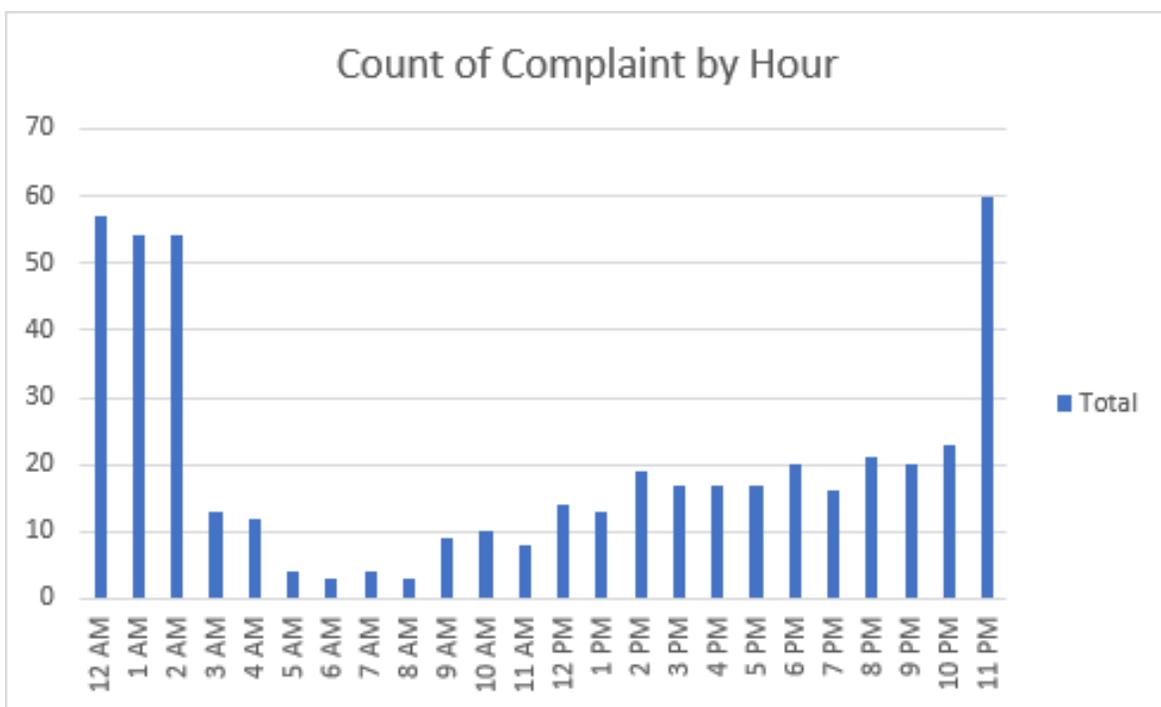


Figure 2: Noise Complaints by hour.

The following chart shows that Saturday and Sunday are the busiest days for calls for service as a result of Friday and Saturday late evening occurrences.

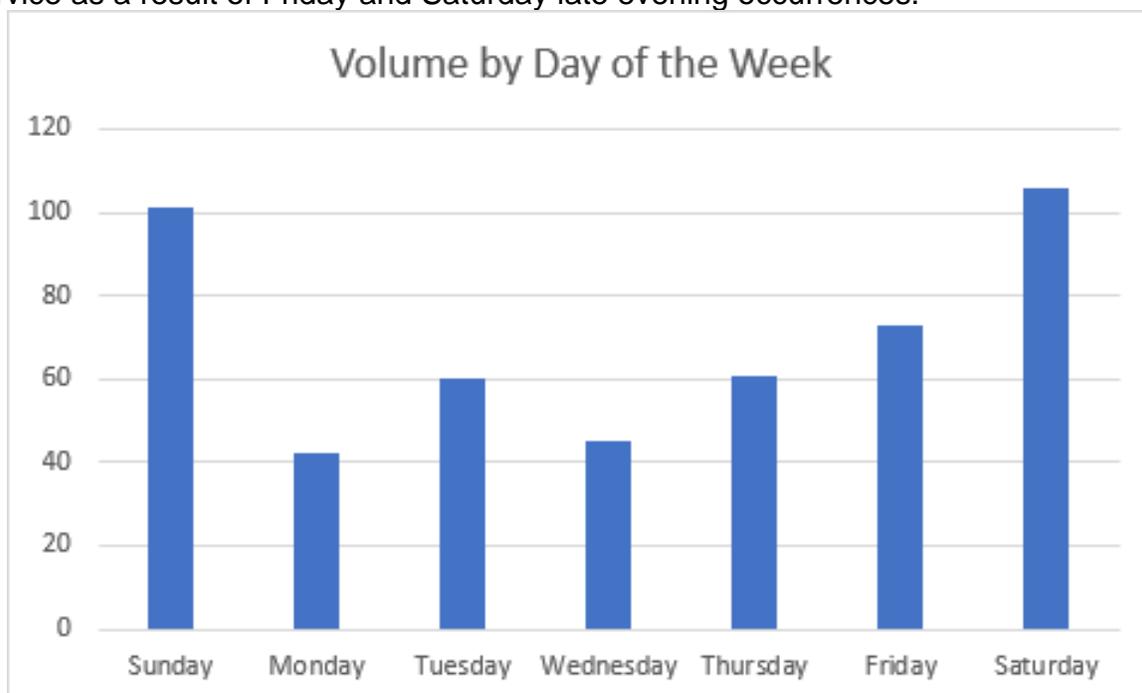


Figure 3: Number of noise complaints by day of the week.

From a staffing perspective, 4 Parking Services Officers from the existing complement were transferred and 3 new Noise/Parking Enforcement Officers were hired for the pilot. This staffing complement allowed for 20 hour daily coverage, 7 days a week. The time period where no coverage occurred was during the morning hours when noise complaints are at a minimum. Initially, for the purposes of Officer safety, evening hour complaints were attended by Officers in pairs; daytime complaints were attended by single Officers. As a result of identified safety concerns, specifically in multi-unit residential settings, mid way through the pilot all occurrences were attended in pairs.

When not responding to noise issues, the 7 noise/parking MLEOs were actively engaged in addressing parking violations City-wide. During this three month period, these MLEOs issued 6,996 parking AMPs for a total of \$474,675 in penalties. The salary costs for this three month period was \$88,212. This represents a Return on Investment (ROI) of over 5 solely based on staff salaries. This ROI does not include noise related AMPs. It is noted that during this time period, staff complement was not at 100% due to temporary vacancies.

The largest benefit, from a cost and efficiency perspective, is that both noise and parking calls for service have daily peaks and valleys that are offsetting. When noise complaints peak in the evenings, parking service requests are low; when parking enforcement demands are high, such as for morning school zones, noise complaints are low.

As noted in the previous report, due to the 24/7 coverage, a management Coordinator position would be required to manage this operation. To continue to offer the service on a full-time basis, a total of 6 new Officers is required. This takes into consideration Officer attendance in pairs at each call for safety purposes. The salary costs of the Officers would be offset by the issuance of parking AMPs. Civic Administration recommends the continuation of the partnered program and that as part of the multi-year budget, a business case to provide funding long term be prepared.

3.0 Financial Impact/Considerations

When not responding to noise issues, the 7 noise/parking MLEOs were actively engaged in addressing parking violations City-wide. During this three month period, these MLEOs issued 6,996 parking AMPs for a total of \$474,675 in penalties. The salary costs for this three month period was \$88,212. This represents a Return on

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Conclusion

In September 2022, Council approved a pilot project to address occupant noise complaints. A service delivery model was created whereby all complaints were received by LPS, triaged, and dispatched to LPS and MC accordingly. The pilot project was successful: all complaints were addressed, and appropriate measures were taken to address noise complaints. Civic administration recommend the continuation of the program including a business case budget submission for the multi year budget. This partnered approach allows LPS to provide the necessary triaging of the calls and allows LPS Officers to focus on more significant community safety issues.

**Prepared by and
Submitted by:**

**Orest Katolyk, MLEO (C)
Director, Municipal Compliance**

Recommended by:

**Scott Mathers, MPA, P.Eng.
Deputy City Manager, Planning and Economic
Development**

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: Fireworks By-Law Options Report

Date: June 13, 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 Fireworks By-law - PW-11:

- a) That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, a public participation meeting BE HELD at a future meeting of the Community and Protective Services Committee, in order to receive comments on proposed changes to the Fireworks By-law - PW-11; it being noted that additional direction to the Civic Administration will be provided, following the consideration of comments and submissions at the public participation meeting;
- b) Civic Administration BE DIRECTED to hold a Public Participation Meeting to receive comments on the review of the Fireworks By-law; and
- c) Civic Administration be directed to REPORT BACK summarizing public comments including the submission of a draft by-law amendment.

Executive Summary

This report includes an overview of the current Fireworks By-law and provides options to the current by-law for Council to consider. These options are based on community feedback and a review of local municipal fireworks by-laws and policies. Civic Administration is recommending that Council holds a Public Participation Meeting to receive comments on proposed changes to the current Fireworks By-law.

Linkage to the Corporate Strategic Plan

The Fireworks By-law Options Report is aligned with the following strategic area of focus and outcome from the City of London Strategic Plan 2023 - 2027:

- Wellbeing and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter:

- [Amendment of Fireworks By-law PW-11](#) (June 21, 2016, CPSC)
- [Amend Fireworks By-law](#) – (April 26, 2016, CPSC)
- [Amendment of Fireworks By-Law PW-11](#) – (June 16, 2013, CPSC)

1.2 Overview of the Current Fireworks By-Law

The current Fireworks By-law - PW-11-16002 dates back to June 2016 and provides a detailed outline of what types of fireworks may be discharged in the City of London. The

By-law speaks to permits, dates, and time frames regarding when fireworks may be sold and purchased, and penalties for non-compliance. A summary of the by-law is provided below:

- Dates allowed for discharge are Victoria Day and Canada Day for consumer (backyard) fireworks.
- Canada Day discharge dates include the Saturday preceding Canada Day where Canada Day falls on a Monday or Tuesday; on the Saturday following Canada Day where Canada Day falls on a Wednesday, Thursday or Friday.
- Discharge times are between dusk and 11:00pm. Display fireworks (large shows), such as Victoria Day, Canada Day, New Years Eve, and Diwali may be approved via permit submitted to London Fire Department for approval. The 2023 fee for a display fireworks permit is \$303.97.
- The By-law states that a Police Officer, a City Municipal Law Enforcement Officer, a City By-law Enforcement Officer, a member of City Fire Services and/or any other person appointed by Council can enforce this by-law.
- Fines currently range from first conviction - up to maximum fine of \$5,000, subsequent conviction to a maximum fine of \$10,000; fines under the Provincial Offences Act (POA) range from \$125 - \$250; and a Noise complaint fine is \$175.

The purpose of this report is to provide options for Council's consideration for the frequency and type of fireworks allowed in London based on a local municipal scan and community feedback. This report also recommends enhancements and changes to the enforcement and sale of fireworks to go forward as part of a revised Fireworks By-Law for future consideration.

2.0 Discussion and Considerations

2.1 Types of Fireworks

Consumer Fireworks: defined as low hazard fireworks generally used for recreation/personal backyard use, which may be classified as type F.1 explosives under the Act, including showers, golden rain, lawn lights, pinwheels, roman candles, and volcanoes, but does not include Christmas crackers or sparklers containing less than 2 mg of explosive substance.

Display Fireworks: defined as high hazard fireworks generally used for a public display, which may be classified as type F.2 explosives under the Act, including rockets, serpents, shells, bombshells, tourbillions, maroons, large wheels, bouquets, bombardos, waterfalls, fountains, batteries, illumination, set pieces and pigeons, but does not include firecrackers. The cost for the City of London's display fireworks show for Canada Day is approximately \$19,000 for 20 minutes.

Drone/Light Shows: Drone shows have recently been introduced as an alternative to traditional fireworks. Several nearby municipalities offered drone light shows during the COVID-19 pandemic. In 2022, the City of Waterloo, via a private contractor, provided a light show for their Canada Day Celebration. Locally, the Hyde Park Business Improvement Association hosted a laser show as part of PondFest. The cost of a custom designed drone show ranges from \$17,000 (50 drones) to \$196,000 (500 drones) based on 2022 price estimates.

Silent/Quiet Fireworks: Despite the name, these fireworks are not entirely silent; but they are significantly quieter, registering at far below the typical 150 - 170 decibels of the traditional fireworks. "Silent" fireworks can deliver the same cascading colours, but without the high decibels and loud explosions that usually erupt in the night sky. Silent/quiet fireworks are designed to be complementary to the average display fireworks show. The cost of a silent/quiet fireworks show is approximately \$35,000 for 20 minutes. In comparison, the cost of an average display fireworks show is approximately \$23,000 for 20 minutes. Both prices provided are as of May 2023.

2.2 Review of Local Municipal Fireworks By-Laws

Civic Administration completed a scan of fireworks by-laws for the municipalities of Hamilton, Waterloo, Kitchener, Windsor, Vaughan, Guelph, St. Thomas, and Kingston in 2022. The scan included the following information from each municipality:

- Allowable holidays and set times;
- Total number of allowable calendar days;
- If a permit is required for consumer (backyard) fireworks and/or for display fireworks;
- Authority for permit approvals; and,
- By-law enforcement and penalty and fine amounts.

There were several commonalities across all municipalities' fireworks by-laws, including:

- Consumer (backyard) fireworks can be discharged on private property with the permission of the owner on the allowable dates without a permit; and,
- Victoria Day and Canada Day are allowable dates in all municipalities included in the scan.
- Enforcement is a challenge as residents often aren't aware of the by-law, Police have higher priority calls, it is difficult to pinpoint the location of fireworks when calling in a complaint, and the discharge of fireworks is very quick; it is common for the responding officers to observe fireworks evidence of discharge and no persons present upon arrival.

The notable differences were:

- The allowable holidays for the discharge of fireworks (for example, some municipalities allowed fireworks for Diwali and Chinese New Year in addition to Victoria Day and Canada Day).
- The number of total allowable calendar days to discharge fireworks ranged across municipalities from 2 days to 32 days.

2.3 Recent Updates to Municipal Fireworks By-laws in Ontario

Following the completion of the municipal scan, Civic Administration learned about two local municipalities that recently made changes to their current by-laws:

- Brampton's Fireworks By-law has placed a ban on consumer (backyard) fireworks and prohibits the use and sale of consumer fireworks. Brampton allows for display fireworks and added a City run Diwali event.
- Kitchener's Fireworks By-law allows fireworks to be discharged (both display and consumer) only on Victoria Day, Canada Day, and Diwali. Fireworks must end at 11:00pm and are allowed the day before and the day after holidays. There is no alternate date if it rains.

2.4 Summary of Resident Survey – “Your Thoughts on Fireworks”

In June 2022, the City of London started phase one of reviewing the current [Fireworks By-law - PW11](#), which regulates the use and sale of fireworks, with a resident survey.

The “Your Thoughts on Fireworks” survey provided residents the opportunity to have their say on fireworks in London and included some educational information on the existing By-law, as well as definitions of consumer and display fireworks. The survey was available on the City's Get Involved website from June 1 to September 30, 2022. A total of 2,338 responses were collected.

Below is a high-level overview of some of the findings from the survey that assisted in drafting the options provided in this report.

- Residents are not familiar with the City of London Fireworks By-law.
- There is a general perception that the By-law is not well enforced.

- When a resident escalates the improper discharge of fireworks, they feel it is the responsibility of the municipality to identify, locate, and respond to discharge complaints.
- When asked, “would you support a complete ban on fireworks?” (2,334 responses, 4 skipped), individuals responded with:
 - Yes – 41.3%
 - No – 50.1%
 - Not sure – 8.5%
- When asked “Would you support a ban on fireworks other than displays on permitted dates at organized public events?” (2,325 responses, 13 skipped), individuals responded with:
 - Yes – 56.6%
 - No – 36.6%
 - Not sure – 6.8%

A summary of all responses to the survey is included in [Appendix A](#).

3.0 Proposed Options for Consideration

Civic Administration has drafted two proposed options for Council to consider and the public to comment on at a future public participation meeting.

Option A would allow for consumer (backyard) fireworks to be discharged on Canada Day and Victoria Day only. This means that dates prior to or preceding Canada Day would no longer be allowed for discharge. In addition, this option would also allow for consumer (backyard) fireworks to be discharged on Diwali. Option A would also decrease the number of days allowed to sell fireworks from seven to five days and propose an increase to current fines.

Option B would allow for permitted display fireworks only to be discharged which has traditionally included Canada Day, Victoria Day, Diwali, and New Years Eve in London. This option would ban all consumer (backyard) fireworks, ban the sale of consumer fireworks in London, and propose an increase to current fines.

The chart below highlights the key differences for each option:

Option A	Option B
Display Fireworks: <ul style="list-style-type: none"> • Display fireworks would be allowed by permit. • Traditionally in London, this includes Victoria Day, Canada Day, Diwali, and New Years Eve, but could include other days. • Inclement weather consideration be given for display fireworks only. 	Display Fireworks: <ul style="list-style-type: none"> • Display fireworks would be allowed by permit. • Traditionally in London, this includes Victoria Day, Canada Day, Diwali, and New Years Eve, but could include other days. • Inclement weather consideration be given for display fireworks.
Consumer (Backyard) Fireworks: <ul style="list-style-type: none"> • Consumer fireworks would be allowed on Victoria Day, Canada Day and Diwali for a total of 3 days. • Discharge time between dusk and 11:00pm. 	Consumer (Backyard) Fireworks: <ul style="list-style-type: none"> • No consumer (backyard) fireworks allowed to be discharged.
Sale of Fireworks: <ul style="list-style-type: none"> • Sale of fireworks would be allowed 5 days prior to an allowed event. 	Sale of Fireworks: <ul style="list-style-type: none"> • No consumer fireworks to be sold in London.
Enforcement of Fireworks By-Law: <ul style="list-style-type: none"> • Municipal Law Enforcement Officers would enforce the discharge of fireworks outside of allowable times and noise due to fireworks discharge. 	Enforcement of Fireworks By-Law: <ul style="list-style-type: none"> • Municipal Law Enforcement Officers would enforce the discharge of consumer fireworks, the noise due to fireworks discharge, and the ban on the sale of consumer fireworks in London.

Option A	Option B
<ul style="list-style-type: none"> • LFD would respond to and enforce fires/explosions related to fireworks, unsafe discharge, and storage of fireworks. • LFD would issue all display fireworks permits and provide on-site inspection for display fireworks. • An increase to the current municipal fines is recommended. 	<ul style="list-style-type: none"> • LFD would respond to and enforce fires/explosions related to fireworks, unsafe discharge, and storage of fireworks. • LFD would issue all display fireworks permits and provide on-site inspection for display fireworks shows. • An increase to the current municipal fines is recommended.

4.0 Next Steps

The proposed next step is to hold a public participation meeting at the August 15, 2023, Community and Protective Services Committee meeting where the community can provide input on the options presented in this report.

Based on Council’s further direction, Civic Administration will draft a revised Fireworks By-law for consideration at a future Community and Protective Services Committee meeting. Depending on the changes made to the current bylaw, the revised by-law will also include enhancements to enforcement, sale of fireworks and a proposed increase to the current fines. It is intended that a new By-law be in place in the first quarter of 2024.

Conclusion

Civic Administration recognizes that the discharge of fireworks has become a concern to our community and that changes to the Fireworks By-law may be required. Civic Administration recommends that a Public Participation Meeting be held to receive public input on a revised Fireworks By-law that will come forward to Council for consideration.

Prepared by: Matt Hepditch, Deputy Fire Chief

Submitted by: Richard Hayes, Acting Fire Chief

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

Resident Survey – “Your Thoughts on Fireworks”

The resident survey was available on the City’s Get Involved website from June 1 to September 30, 2022. A total of 2,338 responses were collected, the individual response rate for each question is included in the summary below.

Q1: Did you know the City of London has a by-law that regulates the sale and use of fireworks? (2325 responses, 13 skipped)

Yes – 88.6%

No – 11.4%

Q2: Do you feel permits issued by the City should be required to discharge fireworks? (2323 responses, 15 skipped)

Yes – 63.9%

No – 36.1%

Q3: Currently, consumer fireworks are permitted in May to celebrate Victoria Day. Do you agree with this? (2326 responses, 12 skipped)

Yes – 51%

No – 47%

No opinion – 0.02%

Q4: Currently, consumer fireworks are permitted in July to celebrate Canada Day. Do you agree with this? (2323 responses, 15 skipped)

Yes – 55.5%

No – 43.1%

No opinion – 1.3%

Q5: Are there any other days during the year that you think fireworks should be permitted? (1688 responses, 650 skipped)

- Anytime – 4%
- Anytime with a permit – 2%
- All statutory holidays/any long weekend – 3%
- Chinese New Year – ≤ 1%
- Civic Holiday – 4%
- Diwali - 3%
- Eid – less than 1%
- Labour Day – 8%
- New Year’s Eve – 14%
- New Year’s Eve with a permit – ≤ 1%
- May to September/all summer weekends – 1%
- Other – 4%

Q6: Do you attend public fireworks displays hosted in the community and run by licensed professionals? (2332 responses, 6 skipped)

Yes – 50%

No – 50%

Q7: Do you attend residential backyard firework displays hosted by friends and family? (2330 responses, 8 skipped)

Yes – 32.4%

No – 67.6%

Q8: Do you have any of the following concerns with fireworks? Select all that apply.

(1881 responses, 457 skipped)

Environmental – 55%

Loud Noise – 59%

Safety – 62%

Impacts on Pets/Wildlife – 65%

Enforcement – 54%

Q9: Would you support a complete ban on fireworks? (2334 responses, 4 skipped)

Yes – 41.3%

No – 50.1%

Not sure – 8.5%

Q10: Would you support a ban on fireworks other than displays on permitted dates at organized public events? (2325 responses, 13 skipped)

Yes – 56.6%

No – 36.6%

Not sure – 6.8%

Q11: Please share any additional comments. (1474 responses, 864 skipped)

General response themes:

- Changes to the by-law will not change resident behaviours or resolve enforcement challenges.
- Increased education, training, and promotion is needed on the City of London's firework by-law.
- There is a similar level of support to maintain the use of fireworks as there is to fully ban the use of fireworks.
- Frequency, noise and environmental concerns were most noted as the reason to ban fireworks.
- Explore quiet fireworks or light/drone shows.
- Fireworks are a great way to celebrate when done so safely.
- Cultural celebrations should be included as pre-approved dates in the by-law.
- Anyone wishing to celebrate (culturally/personally) with a display of fireworks should be able to apply for a permit for the specific date.

K & H DISTRIBUTING
11684 County Rd. 42 R.R. #2
Tecumseh, On N8N 0G2

Phone: (519) 979-2471

Fax: (519) 979-2813

1-800-390-3563
sales@khfireworks.ca

The Corporation of the City of London

June 1, 2023

Community and protective Services Committee

Re: Fireworks Review

Hello, I am Victor Anber. I own K&H Distributing Fireworks and I do the majority of Professional fireworks displays in the city.

I am writing to talk about the fireworks review and some of the news articles that have been published over the past couple of years.

I'll begin with Professional Firework Displays. Fireworks has a fascination for humans that transcends all boundaries, it doesn't matter what age you are, your sexual orientation, where you are from, cultural background or religion, people all around the world are fascinated with fireworks; and they demonstrate this love and fascination year after year after with their attendance at the displays. Surveys protesting fireworks are not worth consideration as a very vocal minority can influence survey results by voting multiple times and soliciting support from like-minded groups from around the world. However you cannot falsify the people voting in favour of fireworks. They vote with their attendance at the multiple displays in and around The City of London. The following attendance numbers are from the event organizers.

Fork of the Thames:	40,000+
Byron Optimists:	9,000 – 10,000
Summerside Community Club:	5,000+
WestPark Church:	7,000+
White Oaks Park:	20,000+
Highland Golf & Country Club:	numbers unknown at this time

All of these displays are on or immediately before/after Canada Day. This is a huge segment of the London population that has no issues with safe, legal, professional displays.

People speak of "Quieter fireworks." "Quieter fireworks" cannot entertain a large, spread out, group; this is especially true for the Fork of the Thames which a large majority of the City is able to see from a great distance. "Quieter fireworks" are pyrotechnic articles that do not reach the height of, nor break and spread across the sky as professional display fireworks do. If you do want to get to larger, higher pyrotechnics, you are in the "Stadium Product" line and it is certainly not quiet. Pyrotechnic articles are much pricier than display fireworks and made in much smaller quantities, often to order/per event.

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Drones have been suggested as an alternative. Drones are very expensive and usually much shorter shows than display fireworks. It was quoted in the London Free Press that one can have a 50 drone show for about \$16,000.00. The city of Woodstock was mentioned, their show was 100 drones and lasted 9 minutes. The budget is not public but doing the math using the figures in the Newspaper would have been approximately \$30,000.00. This would be without musical choreography or Lasers to heighten the effect of the show upon the audience.

Firework displays draw community together, entertain very large crowds and elicit the “oohs and ahhs” one can hear in videos of the displays showing the audience interacting with the display and the display’s effect upon the audience.

A partial list of the benefits of large, public, firework displays:

1. Entertainment and Celebration: Fireworks displays are often associated with joyous occasions and celebrations such as national holidays, New Year's Eve, and cultural festivals. They provide a visual spectacle and a sense of excitement, creating a festive atmosphere that brings people together. These events can boost community spirit and promote social cohesion.
2. Economic Impact: Fireworks displays can have a positive economic impact on local communities. Large-scale displays attract tourists and visitors, resulting in increased spending on hotels, restaurants, transportation, and other local businesses. This influx of tourism can stimulate the local economy and create employment opportunities.
3. Cultural Significance: In many cultures, fireworks hold symbolic and cultural significance. They may represent traditions, historical events, or religious celebrations. By organizing fireworks displays, communities can honor and preserve their cultural heritage, passing down traditions from one generation to another.
4. Civic Pride: Fireworks displays often serve as a source of civic pride. Communities take pride in organizing and hosting impressive fireworks shows that showcase their creativity and organizational skills. Such events can enhance community morale, promote a sense of belonging, and foster community pride.
5. Entertainment for All Ages: Fireworks displays have broad appeal and can be enjoyed by people of all ages. They create a shared experience, bringing together families, friends, and communities. Children, in particular, often find fireworks displays awe-inspiring and memorable, contributing to their overall enjoyment and sense of wonder.
6. Artistic Expression: Fireworks displays can be considered a form of artistic expression. The choreography, colors, patterns, and synchronized music can create a visually stunning and emotionally captivating experience. Fireworks designers and technicians work to create unique and aesthetically pleasing displays that can be appreciated as an art form. Huge competition fireworks festivals are held worldwide.

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Now I would like to address Consumer Fireworks. Consumer Fireworks in Canada is highly regulated by the Federal Government. The standards are unmatched almost anywhere else in the world. Consumer Fireworks have been a part of Canadian families' Victoria Day and Canada Day celebrations for almost 100 years.

Covid changed so many things and the use of Consumer Fireworks was one of them. People were housebound, no public gatherings, no public firework displays. It seems many people started entertaining themselves with firework shows in their backyards outside of the normal holiday weekends allowed. Things are almost back to "normal" now. Public displays are back, people can travel, go out and have far less down time at home. It is obvious by the drop in the number of complaints, that regular use of consumer fireworks has leveled out. There will always be someone who regardless of rules will do as they please but this is true in all aspects of life, not just fireworks use.

London is fortunate to have at least 4, long time, legal, safe, insured and professional fireworks vendors. They have operated in the city for 20 plus years and 2 for 40 years during the Victoria Day and Canada Day sales periods. The internet, however, allows purchase by anyone, anytime, no questions asked.

Reviewing the Fireworks Bylaw and using statistics from 2020 and 2021, would essentially be basing decisions on flawed data, data that is skewed by extraneous circumstances that changed the entire world for two years.

We respectfully submit that it would be more accurate, more fact based, to see what the summer of 2023 brings and address the issue at that time.

Thank you for your time in reading this and for your consideration. I would be more than happy to answer any questions and attend any meetings should you so wish.

Yours truly,



Victor R. Anber

From: Aleem Kanji [REDACTED]
Sent: Wednesday, June 7, 2023 2:01 PM
To: CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Fwd: Fireworks Bylaw Options Report - CPSC June 13

Good afternoon,

I would like to speak via Zoom or whichever platform you use at the June 13 CPSC meeting. Kindly confirm receipt and advise who else is speaking.

Kind regards,

Aleem Kanji

CAO - Chief Advocacy Officer

Canadian National Fireworks Association

From: Michael Luce [REDACTED]
Sent: Sunday, June 11, 2023 5:14 PM
To: Springer, Mykaela <mspringe@london.ca>; CPSC <cpsc@london.ca>
Subject: [EXTERNAL] Fireworks By-law Staff Report - new appendix (submission #5)

Regarding 'Fireworks By-Law Options Report'

In the midst of one of worst air pollution episodes in recent memory, how can the City of London possibly ignore the pollution and noise caused by fireworks?

Does the fact that 41.3% of citizens surveyed would support a complete ban on fireworks not send a strong and unequivocal message that such an option should be given every due consideration?

If you add the 8.5% who are "not sure" meaning they could go along with a complete ban, you cannot in good consciousness ignore fully half the population who undoubtedly have a stronger argument against any fireworks than the traditionalists who just are used to them, and want them.

Remember when smoking was banned for the greater public good inside public spaces, a lot of people who enjoyed smoking were very upset, but in retrospect it was an overdue and very necessary forward step for the greater good of everyone. Life went on and at a better level of quality.

Please ask yourself did the report address any of the important questions? (see below) Since the answer is no to all - will the Community Protective Service Committee properly address the questions / issues, (and more importantly perhaps) will CPSC insure that the entire Council does so prior to making a decision on fireworks?

Was the Manager of Energy & Climate Change (formerly Air Quality manager) or MLHU consulted? (not suggesting any personal confidence in either based on their previous and current laissez-faire stance to backyard wood burning, and very weak records on air pollution despite volumes of science available to them, but they should be on the record, so the public can apply needed scrutiny to whatever they proclaim).

Are fireworks consistent with the Climate Emergency Action Plan?

Did anyone do any research on the multitude of problems associated with fireworks?

(if so, why aren't they summarized in this report, if not why not?)

Did the report detail anything at all pertaining to the stress fireworks cause to infants, children, pets, wildlife (including but not limited to birds) the triggering of PTSD in veterans, refugees from war zones, emergency workers and or anyone suffering with it?

Contrary to the report's findings (section 2.3) Waterloo in 2021 (similar to both Brampton and Caledon, and many municipalities one can find online) have actually banned the possession, sale and use of consumer fireworks.

Why did the report offer only two options?

Why was a third option of a complete ban on fireworks not offered?

Why was the 41.3% plus potentially 8.5% ignored when presenting the two options?

Is the City of London perpetually stuck in neutral so as to always be a follower rather than a leader that such an option wasn't offered?

Since an Option 3 - a complete and total fireworks ban is much more congruent with

London's Climate Emergency Plan,

London's supposed environmental goals,

London's stated goals of community safety, and

London responding to the needs of the most vulnerable amongst who suffer but are not able to speak up on this matter:

I urge the CPSC and Council to enact a by-law that is an outright bans fireworks.

Michael Luce

[REDACTED]

From: Brandy [REDACTED]
Sent: Thursday, June 8, 2023 8:43 PM
To: CPSC
Subject: [EXTERNAL] Fireworks

Hello,

This is in response to the article posted by London CTV News regarding the reviewing of the bi-laws concerning fireworks in London.

I used to be all for fireworks. Who wouldn't be? They are lovely and bring communities together. However, my views have changed since I've become a homeowner and a pet parent.

I live in an area where my home has a trail and a protected forest behind it, as well as a school at one end of the forest. I've lived here for 6 years. Every year without fail fireworks are set off outside the bi-law hours and days. Additionally these fireworks are set off behind my house, right next to the woods, or in the school yard. I've had the leftovers on my property. We've also had them set off on our street putting cars and homes at risk. There was even a street near our home blocked off with pylons by a home owner. This person took it upon themselves to reroute traffic or he could set them off on his street!

This past Victoria Day weekend the fireworks went from Wednesday-Monday and well beyond the allotted hours and days. I did call the police one night because they were being set off behind my home at 4am. The police did nothing, they didn't even come. They didn't care.

I also have a dog who is petrified. It is impossible to be prepared for days on end when there is no telling when a completely selfish person will decide to ignite them. I can't even walk my dog during the day because ppl set them off even in the daylight.

The impact on wildlife is too great to discuss here, but I hope council considers and does their due diligence.

One individual in the article who sells fireworks (a little biased) suggested that ppl are complying and complaints are down. I don't know where this person lives but they don't live in Hyde Park. Complaints may be down because I've learned that complaints do nothing. Police don't come or don't get here in time and to be honest it's a waste of their resources. They have better things to do.

I do not feel option A is adequate enough, we are basically living option A now. Increased fines? Where are the ppl handing out the fines?? Are you going to assign police for every neighbourhood? I fully support option B.

Additionally backyards are super small now. Is it even safe to suggest that??

I really do hope you move forward with a public meeting. It's too bad this wasn't higher on the agenda because the suggested day in August is almost at the end of summer, allowing two more holidays to go by.

Thank you for your time.

Regards,

Brandy 

To: Mayor Josh Morgan, Members of the Community and Protective Services Committee

From: Deanna Ronson and Becca Amendola

Re: 10th Meeting of Community and Protective Services Committee , June 13, 2023, Item 4 (4.2) on the Agenda

Greetings Mayor Morgan and Committee Members,

We are writing to you on behalf of our group, Londoners for Quiet Fireworks in regards to the Fireworks By-Law Options Report.

First, thank you to Chiefs Hepditch and Hayes for preparing and submitting the Fireworks By-Law Options Report. We appreciate them taking the time to put together this report. Having said that, we have a few concerns with the report.

Discussion and Considerations: the report reviews several types of fireworks as well as drone/laser light shows and certain key information is lacking.

It doesn't look like the researcher did any kind of probe into the cost of drone or laser light shows. The figures provided, "the cost of a custom designed drone show ranges from \$17,000 (50 drones) to \$196,000 (500 drones) based on 2022 price estimates" is based on information that our group gave to the City. These figures are from ONE company only ~ North Star, based in Belleville, ON. We called the company last year to get these stats.

We would think that in preparing a report, it would be better to contact a few drone businesses to get an average cost, rather than the fees from one business.

In regards to laser light shows, the report doesn't provide any cost estimates. We can tell you from contacting the CEO/General Manager of the Hyde Park Business Assoc ourselves, that the cost of their Pond Fest laser show was approx. \$15,000. The provider that they used was LaserTech Canada, based in Montreal (<https://lasertech-canada.com>).

If the City is concerned that an alternative form of light display will be more costly than traditional fireworks, but the benefits will outweigh the costs, then, why not seek corporate sponsorship?

We would not be the first municipality to do so. The Windsor -Detroit International Freedom festival, which puts on one of the largest displays of fireworks in North America, has always had corporate sponsorship. Hudson's sponsored the show for many years, followed by Target, then the Ford Motor Company since 2013.

If London were to seek corporate sponsorship for its Canada Day celebrations, we could easily have a huge drone show.

Review of Local Municipal Fireworks By-Laws: there is at least one other municipality that has completely banned the sale and discharge of consumer fireworks (in addition to Brampton).

The Town of Caledon, ON, passed the following by-law.

Fireworks Bylaw:

The bylaw, effective April 26, 2022, means **discharging of fireworks for personal use is not allowed in Caledon, nor is the sale of home fireworks.**

The bylaw uses a permit system for large fireworks displays such as community events, motion picture and theatrical pyrotechnics. The permit will require the following:

- minimum safe distances of 300m from all vulnerable occupancies (schools, nursing and care facilities), industrial, fuel dispensing facilities and agricultural facilities containing livestock;
- displays be discharged by a licensed Display Supervisor;
- sufficient insurance for liability purposes;
- inspections for safety; and
- fireworks be planned for acceptable times and locations from dusk to 11 p.m. unless otherwise approved.

Any person who violates any provisions of the Fireworks Bylaw is guilty of an offence.

“Is the new fireworks bylaw in Caledon working?”

The town of Caledon said the bylaw, which took effect April 26, helped reduce the number of personal fireworks this Victoria Day weekend.

‘We received five emails and nine phone calls over the Victoria Day weekend to report personal fireworks activity,’ said Mayor Allan Thompson. ‘That is a marked improvement over previous years and will only get better as more people learn about the bylaw.’” (bit.ly/45VPTm1)

In Mississauga, in an attempt to reduce the amount of fireworks sales, the “budget committee passed a \$1,000 licensing fee for stores selling fireworks. . . . The motion, moved by Ward 5 Coun. Carolyn Parrish, raises city fees for firework retailers from \$226 before taxes to \$1,000 effective Jan. 1, 2023” (bit.ly/43APjbl).

The City of Collingwood has cancelled Canada Day fireworks for 2023 in favour of redirecting funds towards alternative Canada Day activities. “We’re working on a mini music crawl of sorts with multiple regional artists performing out of multiple outdoor locations,” Cubitt said. “We will also be hosting an evening concert at the Shipyards Amphitheatre on July 1.” (bit.ly/43yDByt)

Of particular note in conducting a municipal scan of fireworks by-laws, Section 2.0 (2.1) of Collingwood’s Fireworks By-law No. 2012-064 states, “2.1 No person shall set off any fireworks when a fire ban is in effect.”

Given our current climate emergency and the widespread wildfires in Ontario, it seems prudent for the City of London to add the same section to its Fireworks By-law. Summer hasn’t even started and our area has been at extreme high risk of wildfires. Regardless of which by-law option council chooses, we need a section in the by-law that would include the ban of fireworks whenever a fire ban is in effect.

Summary of Resident Survey - “Your Thoughts on Fireworks”

For the last two years, Deputy City Manager, Cheryl Smith has been telling us that the city has been working to “support enhanced education and enforcement.” She noted that messaging would be coming from both the City of London and the London Fire Department, via their social media pages as well as, billboards and informational pamphlets that would be handed out by vendors selling fireworks.” This quote from her is from 2021.

The summary of the survey states, “Residents are not familiar with the City of London Fireworks By-law. There is a general perception that the By-law is not well enforced.”

From the response of survey participants, it would seem quite obvious to us that the City’s “enhanced education and enforcement” of fireworks has failed.

We think that the survey responses indicating that 56.6% of Londoners “would support a ban on fireworks other than displays on permitted dates at organized public events” proves that Londoners are ready to ban the sale and discharge of consumer fireworks.

Proposed Options for Consideration

Our group, Londoners for Quiet Fireworks asks that the Committee of Community and Protective Services choose Option B of the proposed options.

We know that there is some concern around the enforcement of such a ban. **We predict that the calls to enforcement will be greatly reduced with such a ban.** Folks may certainly choose to purchase fireworks outside of city limits, however, making fireworks less convenient to purchase will greatly reduce the supply. Residents will no longer be able to walk to a nearby vendor to purchase fireworks on a whim, or see and be enticed by a big corner billboard advertising fireworks in the parking lot of their local hardware or grocery store.

We understand that some councillors and residents believe that fireworks draw the community together which is absolutely true. However, **there are many other less harmful means of celebration that will draw a community together.**

For example, last year on Canada Day, The Forks in Winnipeg Manitoba hosted a day of “family-friendly activities, including soccer and basketball tournaments, pow-wow dancing, drumming, craft stations and performances by theatre groups and musicians” without fireworks. The focus was on finding other, inclusive ways, of coming together as community to engage in cross-cultural learning, and doing so in a manner that also happens not to have a negative impact on the environment, wildlife, people and pets (<https://www.cbc.ca/.../the-forks-july-1-new-plans-1.6492681>).

In the spirit of **Truth and Reconciliation**, perhaps the committee should look to its Strategic Plan, “building relationships with Indigenous peoples that are respectful, transparent, responsive and accountable” and work with local First Nations communities to advance this mission for its next celebration Canada Day (Report to Strategic Priorities and Policy Committee, Jan. 26, 2021). I’m certain that working together, we could create a new way to celebrate that honours the Indigenous community and does not cause harm to the environment, people, wildlife and pets.

We also believe that the committee needs to look at the issue of fireworks through the **Climate Emergency Screening Tool**. There have been many scientific studies completed that show the harmful effects of traditional fireworks. Some of these toxic results include air and ground pollution. Heavy metals released during the discharge of fireworks also contaminate local watersheds. In light of the City's Climate Emergency Act, this evaluation of the pollution caused by fireworks is essential.

We know that the Municipalities Act **grants municipalities broad powers to invoke a by-law to protect the safety & health of its residents.** If councillors have yet to hear the harms that residents have about their safety and health, we implore you to listen to your constituents. We know that many folks who have been harmed by fireworks are wanting to speak at the PPM. However, we would like to know how the city has

engaged with disproportionately affected groups, such as the disabled community (persons with Autism, PTSD, sensory perception disorders, persons with COPD, allergies, etc), families with children with conditions that make them vulnerable to fireworks, wildlife rehabilitators who respond to animals in distress, people responsible for managing the natural heritage system, etc. Is the city willing and interested in engaging with these communities?

In closing, when looking at the proposed options for the new fireworks by-law, we hope the committee will consider the following:

1. the additional information that we provided regarding both the drone/light show fees and the municipal scans of Caledon, Mississauga and Collingwood that was lacking in the original report.
2. that the current by-law and the enhanced education and enforcement of said by-law is not working
3. that there are other ways to draw the community together that don't include fireworks
4. to look at the options through the lens of Truth and Conciliation
5. to look at the options via the Climate Emergency Screening Tool
6. that people are suffering from the effects of fireworks (health, property damage, pollution of the environment) and the municipality has broad powers to invoke a by-law that will protect the safety and health of its residents

Thank you for your time and consideration.

Sincerely,

Deanna Ronson
Becca Amendola
Co-founders Londoners for Quiet Fireworks

To the City Clerk's Office and the Chair of the Community Protective Services Committee,

We were very disappointed to read the City's Fireworks report that has been submitted to the Protective Services Committee.

Like 40% of the citizens of London, we dread any holiday in which citizens are permitted to discharge fireworks.

The noise is unbearable, especially for our pet dog. She is so terrified by the noise she will not come out of the house for a week or so after an evening of fireworks.

We also feel for citizens of London who have taken refuge in Canada having escaped war and violence. It is sad to know that the staff report overlooks the needs of these members of our community and does nothing to prevent them from being unnecessarily retraumatized by the noise of fireworks.

We urge you to send the report back to city staff for revision. London deserves a policy on fireworks that is more enlightened and inclusive than what is recommended in the Fireworks report.

J Bruce Morton & Anabel Quan Haase

██████████
██████████

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: Encampment Response Update
Date: June 13, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development that, the following actions **be taken** with respect to the June 13, 2023, Encampment Response Update report.

- a. **To APPROVE** The funding allocation from the Social Services Reserve Fund for the total municipal allocation amount of up to \$255,000.00 to support a portion of the costs of the Phase 1 Encampment Response on a temporary basis as outlined in this report and as attached as Schedule 1;
- b. **To AUTHORIZE and APPROVE** One-time contract amendment of existing agreements in the total estimated cost of \$100,000, to support London Cares and Canadian Mental Health Association (CMHA);
- c. That, Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project;
- d. That, the approval given herein **BE CONDITIONAL** upon the Corporation amending a Purchase of Service Agreement, and;
- e. **To DELEGATE**, the Deputy City Manager, Social and Health Development or written designate to take all necessary action to implement Phase 1 of the Encampment Response.

Executive Summary

Like many other communities across Canada, London is continuing to see an increase in individuals sleeping rough and experiencing unsheltered homelessness. The volume of individuals sleeping rough and in encampments has been on the rise and so too is their level of despair, hopelessness, and declining physical health. These impacts of experiencing homelessness have stretched resources in the community and have led to impacts throughout the broader community including street-involved activity and unpredictable or disruptive behaviours, disruption to businesses, trespassing, urban camps, and excessive garbage.

These challenges are related, in part, to the increased impacts of trauma and living unsheltered which may include struggles with substance use and under-treated mental illness, while the volume of homelessness puts pressures on social supports, makes access to treatment difficult, and is compounded by the lack of available affordable housing spaces with proper supports.

To this end, many outreach serving organizations have been coming together to try and address the immediate health and safety concerns being experienced throughout the city by those living unsheltered and to strategize what can be done over the next 30,60, and 90 days to assist and respond to the situation. This report serves to provide an update of these efforts that are happening in parallel to the Health and Homelessness System Response and to seek out additional resources to assist in targeted and cumulative measures formed through a human rights lens and focused on more coordinated service provision.

Ultimately, the development of a fulsome Encampment Response will occur in alignment with the collective efforts of the system response. The immediate intention is to develop short term supports addressing the ongoing and emerging concerns facing individuals living unsheltered and simultaneously continue to mitigate the impacts of homelessness on all Londoners through the work of

the System Response implementation tables focused on creating 24/7 Hubs and Highly Supportive Housing.

Linkage to the Corporate Strategic Plan

This report aligns with the strategic areas of focus in the 2023-2027 [City of London Strategic Plan](#). The City of London is a sustainable city within a thriving region, committed to culture, innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Housing and Homelessness

- The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.
- London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.

Wellbeing and Safety

- London has safe, vibrant, and healthy neighbourhoods and communities.
- London is an affordable and supportive community for individuals and families.
- Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life.
- Housing in London is affordable and attainable.
- Londoners have access to quality, affordable, and timely services.
- Londoners have equitable access to key services, community supports, and recreational opportunities that enhance wellbeing and resilience.
- Increased access to a range of quality, affordable, and supportive housing options that meet the unique needs of Londoners.
- London continues its efforts to promote animal welfare including companion pets and wild animals.
- Decreased number of Londoners at risk of or experiencing homelessness
- Improved safety in London's shelters system

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.

Links to Community Recovery

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

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

The following reports are directly related to the Encampment Response and City of London's Coordinated Informed Response

- 2022-2023 Winter Response Outcome Report (CPSC May 24, 2023)
- Update 2 – Whole of Community System Response Implementation (SPPC, May 9, 2023)

- Update – Whole of Community System Response Implementation (CPSC: April 18, 2023)
- 2022-2023 Winter Response and Community Accountability Working Group Funding Reallocation Request (CPSC April 12, 2023)
- Health and Homelessness Summits – Proposed Whole of Community System Response (SPPC: February 28, 2023)
- Municipal Council Approval of The Housing Stability Plan 2019 to 2024 as Required Under the Housing Services Act, 2011 (CPSC: December 3, 2019)
- Core Area Informed Response – Pilot Update Report (SPPC: March 4, 2019)
- Core Area Informed Response (SPPC: September 17, 2018)
- Health and Homelessness Summits – Proposed Whole of Community System Response (SPPC: Feb 28, 2023)

1.2 Coordinated Informed Response in Community

Coordinated Informed Response (CIR) is a municipally funded initiative that involves multiple service areas and organizations working together to respond to and support encampment, individuals sleeping rough, and the impacts of such on the individual and surrounding community. The CIR team strives to find balance between compassion and discretion, and necessary enforcement of Municipal Bylaws. As part of an enterprise-wide approach the Coordinated Informed Response partners include City departments; Emergency Management and Security Services, Housing Stability Services, Municipal Compliance, Parks and Forestry, London Fire Department, Transportation and Mobility, Service London along with external agencies from London Cares, Atlohsa Family Healing Services, and London Police Services. Coordinated Informed Response began as a fulltime initiative as approved and funded by City Council in the 2020-2023 Multi-Year budget. The CIR program is continuously monitored and adjusted to ensure it is meeting the needs and concerns of the London community.

The knowledge gained and relationships fostered through CIR will continue to be applied to new service delivery approaches as we work collectively as a community to adapt to a community response that meets the current needs of individuals living unsheltered. The CIR program has been temporarily providing enhanced service hours six days a week while demand for their services from the community continues to grow. This report seeks to maintain the enhanced service delivery hours throughout the summer months and into the fall.

The collaborative response supports the City of London's Strategic Plan, the Core Area Action Plan, the Housing Stability Action Plan, among other community plans and strategies.

2.0 Discussion and Considerations

2.1 The Encampment Response purpose

The Encampment response will support individuals who are living unsheltered with basic human rights while working on a community informed long-term strategy. The Encampment table is guided by a UN Special Report on the Right to Housing titled "[A Human Rights Approach - A National Protocol for Homeless Encampments in Canada](#)". As a community we are focusing to provide 7 key aspects of Principle 6 of this protocol to individuals living unsheltered or in encampments. These include:

1. Access to safe and clean drinking water
2. Access to hygiene and sanitation facilities
3. Resources and support to ensure fire safety.
4. Waste management systems
5. Social supports and services
6. Resources to support personal safety of residents.
7. Facilities and resources that support food safety.

2.2 The Encampment Response Table

In support of the ongoing work through the Community System Response meetings, an interim Encampment Response Table has been implemented within London to support the current acute need of individuals living unsheltered. This working group is based on the values and principles established

through the Health and Homelessness Summit work and reflected in the Council Approved Community System Response plan.

The encampment work is focusing on urgent acute health and safety needs over the next 30–90 days. The community-provider designed response is proposed to support individuals living unsheltered within London with the goal of meeting their needs through a human rights-based approach.

This interim encampment response includes a community driven multisectoral approach that leverages the strength of many existing providers and resources through the delivery of coordinated social services, health care supports, basic needs provisions through funded and volunteer organizations as an immediate crisis response. The work of this table will begin to align with the larger Whole of Community System Response.

Throughout the London community over the past 12-18 months, there has been an increase of:

- Violence - with encampment residents experiencing victimization from others who are living unsheltered, and from people living in surrounding neighborhoods.
- Acuity of mental and physical health issues.
- Overdoses and the toxicity of street substances.
- Fire safety issues.
- Threats to staff and volunteers who are supporting unsheltered residents.
- Hopelessness and desperation among unsheltered residents, and the teams who support them.
- Numbers of encampments, and the number of people sleeping unsheltered.

Frontline staff from community organizations, along with calls for CIR involvement, have demonstrated that the community continues to see an increased desperation resulting in damages, fires, safety concerns and medical care fluctuations due to a lack of accessibility to basic needs such as, washrooms, showers, food, water, and personal connections. Although the encampment table's long-term goals coincide with the Health and Homelessness Summit and the eventual creation of a community-wide strategy, there is an immediate acute need to coordinate efforts to support the ever-growing number of individuals living unsheltered in London. To date, there have been three in-person meetings of the larger Encampment working group: April 21, 2023, May 12, 2023, and May 26, 2023. There have also been concerted efforts by the co-chairs and members of Civic Administration between meetings to formulate plans and align resources.

The first meeting determined an immediate interim need for services to support those experiencing unsheltered homelessness while the Whole of Community System Response continues to pursue implementation plans for Supportive Housing and Hubs, and additional supports can be defined. Two co-chairs have been identified to lead these discussions in Greg Nash, Director, Program Development & Complex Urban Health, London Intercommunity Health Centre (LIHC) and Chantelle McDonald, Director of Service, London Cares Homeless Response Services.

At the second meeting, encampment safety items including the outreach encampment safety tool were reviewed for possible improvements with a focus on human trafficking, underage individuals, and camp capacity. It was determined a continued use of the current safety protocol and tool with additional consideration of cultural trauma is appropriate. The current encampment garbage program established by Coordinated Informed Response was shared with the group and a determination was made that the most utilized garbage collection locations would be appropriate for coordinating additional resources and providing enhanced, multi-agency service depots. Time was dedicated to re-affirming the working group's goals:

Increase hope to individuals experiencing homelessness by working collaboratively to provide six of the nine basic needs and ultimately decrease desperation.

- Access to clean water
- Fire safety
- Social supports
- Harm reduction
- Washroom facilities and showers
- Laundry services
- Overall safety protection of residents

Locations for the depots will be determined, based on two factors:

- 1) Where encampments are located
- 2) Where resources are most needed

The third and most recent meeting focused on the encampments and essential services to be delivered at the service depots. The group has been working to determine how to immediately provide six of the nine basic needs effectively to decrease desperation amongst the homeless community. Focus was placed on what can be provided in a short-term urgent manner by enhancing and extending existing community support while acknowledging some extra resources would be needed. The working group continues to plan for what needs to be provided through a longer-term collaborative support system at varying stages over the next 90 days.

To support the transition to the initial core area depots as part of Phase 2 it will be important to minimize any gaps in current drop-in services, 4 weeks of drop-in service will be required in addition to the original 12 weeks as provided through the recent reallocation of funds approved by council supporting the extension of the Winter Response. There is a need to extend funding to London Cares and to CMHA to ensure temporary drop-in services can stay open through phase 1 until Phase 2 can be finalized.

Basic necessities were discussed and determination of what could be implemented immediately along with what items would require longer term planning was agreed upon. The following list captures the items discussed and approved by the group. Civic Administration and participating agencies will work to get these items in place to support vulnerable individuals as quickly as possible. These include:

- Safe & clean drinking water access through increased access to bottled water.
- Hygiene and sanitation facility access through the provision of showers, washrooms, laundry, and other needs.
- Resources and support to ensure fire safety including warm clothing, survival gear for sheltering provisions, fire tips and education from both outreach and London Fire Dept
- Waste management systems including.
 - weekly garbage bag distribution and collection will be provided by the City of London
 - hand soap, cleaning supplies
- Social supports & services including connection to the HOME Bus and other support agencies for health, wellness, system navigation supports.
- Facilities and resources that support food safety including.
 - Prepared meals and snack items provided to support individuals with food security and food handling.
 - Storage containers if applicable
- Personal safety considerations including:
 - Outreach teams having regular engagements with those sleeping in encampments to gauge their safety, noting unsafe conditions and locations are sometimes difficult to identify and can be unpredictable.
 - Agreements are required amongst outreach groups to support the safety of residents.
 - Concerns will be addressed as they come forward. to the Encampment Response table
- Harm Reduction Resources including.
 - Naloxone and overdose prevention training
 - Needle disposal and collection
 - Harm Reduction Outreach support and equipment

A shared operational planning tool has been created to support communication and data collection between various outreach teams that are supporting encampments. This tool is owned and operated by London Intercommunity Health Centre and does not collect personal information about individuals. The Kovacs Group has been engaged and funded through LIHC to develop a technology platform from this temporary tool and has provided both a short-term strategy and a long-term strategy:

- Short-term: Google Form exporting to a live Excel spreadsheet and Google Map
- Long-term: Customized app, created by Kovacs Group

Individuals in the meeting were in consensus to move forward with both proposed short-term and long-term strategies.

Three smaller action working groups have been identified to support moving forward with the following objectives: Food security, food safety, and waste management/hygiene services. Supported by the co-

chairs, each smaller group has been tasked with creating strategies related to resourcing and budget considerations.

2.3 Encampment Response Table Model

The Encampment Response will use the supports of existing service areas wherever possible. Through a coordination of efforts, an initial four (4) designated support depots will be created across the community to provide access to basic needs and support the 7 identified standards. Depots will be strategically located to serve a large area including along the Thames River and in the core. The efforts and responses to the immediate needs related to encampments will adjust and expand as service levels require and as resource planning can be completed. While initial interventions may remain in place throughout the 90-day period or beyond, the effectiveness of them and the need for additional resources will be discussed and may result in additional incremental resourcing or funding requests throughout the summer months.

The Encampment Response table will make commitments to accountability and transparency through commitments in writing to support the Health and homeless response communication strategies in collaboration with the Strategy and Accountability Table and the City of London.

Community Outreach and social service supports coordination will be developed to ensure the depots are serviced daily by professionals who have established relationships with our unsheltered community and can support their basic and system navigational needs. The depot approach will allow access to basic needs and supports in specific locations reducing the need for people to travel to a variety of services within the core area to meet their necessities.

This model requires coordination for the delivery and enhanced cleanup of basic needs items including food, water, harm reduction supplies, hygiene items, etc.

The CIR Outreach team will continue to operate 7 days a week, with supports available 24 hours per day. The CIR MLEO team will continue to operate with an enhanced service delivery model and service hours of 6 days per week, and 10 hours per day. The CIR Transportation and Mobility team will continue to operate regular hours with an expanded team to support the volume of assisting with community cleanliness, abandoned encampment clean ups, the encampment garbage program, and to provide as needed assistance to the CIR core team etc.

2.4 Encampment Response Phases

The Encampment Response will roll out in three phases of approximately six weeks each, starting by addressing the immediate needs and progressing towards a formal encampment protocol for the broader community.

Phase 1 (Thames River)

The proposed service depot sites include:

- Ann Street Park area
- Cavendish Park area
- Wellington Valley Park area
- Watson Street Park area

Services at these locations are accessible and mobile to meet individuals in encampments along the river in the core of the city. City of London CIR Service London data demonstrates that these are the most utilized areas for encampments. The services at these locations will be scheduled, the sites will be prepared for direct service delivery and provision of necessities. Following the direct connection with those in the nearby encampments, the service depot will close and all material and supplies will be packed up and relocated. The only remaining service feature will be the comfort station.

This phase will focus on identifying and completing quick wins and ensuring the initial implementation of coordinated basic needs and support while beginning to meet the identified 7 standards.

Depots will include:

- Availability of three meals per day ensuring that people have access to nutritious food meeting daily caloric needs. In phase one these meals will be delivered to encampments until a regimented schedule of support can be developed at the depots.
- Snack options will also be made available through donations.
- Bottled drinking water to support hydration (3840 bottles a week)
- Fire prevention education and supportive monitoring
- System navigation
- Access to washrooms and/or comfort stations.
- Provision of showers at specific staffed location(s) during scheduled hours
- Harm reduction and Naloxone
- Removal of garbage and site clean-up support

Phase 2 (Urban depot locations)

This phase will focus on the launch of 4 urban depots providing basic needs and supports and services that align with the 7 standards. Coordinated provision of support services will begin in this phase aimed at meeting the complex needs of individuals residing both in encampments and in the core.

Any potential urban locations will look to utilize existing agency support locations and will be confirmed as part of the ongoing work to support the basic needs of those in encampments.

All depots will include the same basic needs and support services as phase one.

They will also include:

- Scheduled visits from supports and services to meet a range of needs including health and housing support.
- Provisions for individuals to keep warm and dry such as tarps, blankets, and tents to ensure fire safety.
- Increased personal hygiene provisions will be provided to individuals distributed through depots.

A continued assessment and evaluation of provisions and services from Phase 1 will be conducted as additional details and planning for the second timeframe (phase 2) are compiled.

With the continued work of a longer-term Encampment Response Protocol, linked to the Whole of Community System Response, additional work will be undertaken to launch a process for developing a comprehensive and community informed Encampment Response, which will begin when the Encampment Response implementation table is launched. A defined date for this has not yet been set.

Phase 3 (Protocol)

In the Phase 3 timeframe, the Encampment Response Table will work towards the creation of a comprehensive encampment protocol which will build on the first two phases of the immediate actions encampment actions and align with the community system response. To be effective in the process to create a community strategy on encampments, an outside resource will be utilized to provide expertise related to encampment strategies and to provide direct consultation with various impacted groups.

The protocol will further define the coordination between community agencies and service providers supporting people residing in encampments in the core. A communication App will be developed to use between collaborative outreach partners engaged in the work.

A continued assessment and evaluation of provisions and services from Phase 2 will be conducted.

The work in this phase will create a bridge between what is urgently implemented to support the basic needs of individuals experiencing homelessness and a well-established encampment Response for all of community that focuses on a human rights approach.

2.5 Funding Impact/ Considerations

The total cost to support an immediate Phase 1 Encampment Response for known initiatives planned at this time with one-time funding is estimated at \$414,000. A portion of the funding will be provided through Social and Health Development, Housing Stability Services existing 2023-24 federal and

provincial funding from the Homelessness Prevention Program (HPP) and/or Reaching Home: Canada's Homelessness Strategy budget in the total estimated amount \$ 159,000.

This report also requests approval from Council to utilize \$255,000 of funding from the Social Services Reserve Fund to support a portion of the phase 1 Encampment Response. The funds in the Social Services Reserve Fund are intended to be used to "address unmet human services need in London through initiatives that support employment, homelessness, health, life stabilization, social services improvements and that supplement outcomes mandated under the Ontario Works program". The purpose of the reserve fund aligns well with this strategy. The balance of the Social Services Reserve Fund is approximately \$4.0 million prior to the approval of this expenditure.

2.6 Next Steps

Encampment Response Table representatives include Ark Aid Mission, Atlohsa, City of London, Canadian Mental Health Association Thames Valley, LIHC, London Cares Homeless Response Services, London Fire Department, London Police Services, Mission Services, The Ontario Aboriginal AIDS/HIV Strategy (OAHAS), Regional HIV/AIDS Connection (RHAC), Safe Space, Salvation Army, Sanctuary London, Southwest Ontario Aboriginal Health Access Centre (SOHAC), St. Joseph's Health Centre Assertive Community Treatment (ACT) Team, Street Level Women at Risk (SLWAR), and 519 Pursuit. These organizations will continue to convene and work collaboratively with the co-chairs to advance the human rights-based approach to supporting unsheltered Londoners. The working group will continue to refine additional strategies for subsequent periods throughout the summer months, ensuring evaluation of what is working well, what new measures are possible, identifying appropriate resourcing needs and making response adjustments as necessary when responses are not meeting anticipated outcomes.

Phase 1 Encampment Response funding will be allocated through service agreements with City of London Housing Stability Services in accordance with the City of London procurement policy utilizing the existing council approved standard form purchase of service agreement as attached as Schedule 1 to this report.

Civic Administration will provide ongoing updates and align future phase work on this Encampment Response to the Whole of Community System Response Strategy and Accountability table and therefore bring future updates related to the Encampment Response through the Strategic Priorities and Policy committee monthly updates, including any necessary funding requests.. .

Conclusion

This report seeks Council approval for contract amendments to existing London Cares and CMHA contracts in the total amount of \$100,000 for Encampment Response Phase 1 implementation. Approving one-time funding to address this acute community need will ensure unsheltered Londoners continue to be supported. Civic Administration is also seeking Council approval to draw down the Social Services Reserve Fund in the amount of up-to \$255,000 for increased garbage collection and expanded CIR service hours. Encampment Response updates and any funding requests will be part of the Whole of Community System Response Updates presented at Strategic Priorities and Policy Committee (SPPC).

Prepared by: Debbie Kramers, Manager, Coordinated Informed Response
Submitted by: Craig Cooper, Director, Housing Stability Services
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

cc: Lynne Livingstone, City Manager
Anna Lisa Barbon, Deputy City Manager, Finance Supports
Paul Yeoman, Director, Parks and Forestry

Schedule 1 – Overview of Phase One Funding

Program/Service	Duration	Agency	Phase I Cost Estimate
Food and Food Safety	6 weeks	Contracted Agency. In accordance with the City’s procurement policy, 3 informal quotations are being sought to determine an appropriate supplier.	Up to \$42,000, to be accommodated within existing Social and Health Development Services budget
Existing Drop-in Staff supports	4 weeks	London Cares	Up to \$65,000 to be accommodate within existing Social and Health Development Services budget
Existing Drop-in Staff supports	4 weeks	Coffee House Canadian Mental Health Association (CMHA)	Up to \$35,000 to be accommodated within existing Social and Health Development budget
Access to Clean Drinking Water	6 weeks	The City of London	Up to \$5000; To be accommodated within existing Social and Health Development budget
Daily Delivery	6 weeks	Encampment Response Outreach Agencies	No cost as these services to be accommodated within existing Outreach budgets for phase one only.
Resources to Ensure Fire Safety	6 weeks	Fire Prevention & Public Education London Fire Department Neighbourhood and Community-Wide Services, and Coordinated Informed Response, The City of London	No cost as these are existing City of London services that will work collaboratively with attending outreach and social service teams for education and monitoring.
Hygiene and Sanitation Services (Comfort Stations)	6 weeks	Contracted Agency. In accordance with the City’s procurement policy	Up to \$5,000; To be accommodated within existing Social and Health Development budget
Hygiene and Sanitation Services (Security for showers)	6 weeks	Contracted Agency. In accordance with the City’s procurement policy	Up to \$7,000; To be accommodated within existing Social and Health Development budget
Social Supports and Services	6 weeks	Encampment Response Outreach Agencies	No cost for phase I as these services to be accommodated with Outreach collaboration and scheduling until the specific need is determined by Encampment Response.
Resources to Support Harm Reduction	6 weeks	Regional HIV/Aids Connection	No cost as these are existing services that can be offered at the scale of phase I.
Subtotal		Program Funding from Existing Resources / Budgets	Up to \$159,000
Waste Management	6 weeks	Enterprise-wide approach – by enhancing our current City of London CIR/Roads Team garbage program in collaboration with the Parks and Waste Management Teams we will include this in their community services for parks depots.	Up to \$100,000
6-day a week CIR program	5 months	The City of London	Up to \$155,000
Subtotal		Additional Proposed to be funded from Social Services Reserve Fund	Up to \$255,000
Total Funding			\$ 414,000



London
CANADA

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

June 9, 2023

To the Members of Community and Protective Services Committee,

Please add the following motion to the Added Agenda under “items for direction” on the CPSC Agenda for June 13, 2023.

That the Civic Administration BE DIRECTED to include a year over year comparison on the number of bed days available/occupied, number of bed nights available/occupied, number of hours service bed facility, number of hours service non-bed facility, and total expenses, with the Winter Response Program Outcome Report at the next Community and Protective Services Committee.

Sincerely,

Councillor Jerry Pribil

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of May 16, 2023

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the “Special Events Policies and Procedure Manual”:</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City’s “Special Events Policies and Procedures Manual” and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p> <p>ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and,</p> <p>iii) increased fines and penalties for special events that contravene the Manual.</p>	September 10, 2019	Q4 2023	C. Smith K. Pawelec	
2.	<p><u>Signage Containing Graphic Images of Alleged Aborted Fetuses</u> The Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with respect to potential changes that could be made to the Sign By-law related to the prohibition of the display of graphic images in public</p>	July 26, 2022	Q3 2023	S. Mathers	

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3.	<p><u>Water for Dogs at the Pottersburg Dog Park</u> That the following actions be taken with respect to the installation of a water supply for dogs at the Pottersburg Dog Park:</p> <p>a) the Civic Administration BE DIRECTED to report back, in advance of the 2024-2027 multi year budget process, with respect to extending water services to parks, including dog parks in the City of London; and,</p>	July 26, 2022	Q3 2023	K. Scherr	
4.	<p><u>Infrastructure Update – Thames Outdoor Pool</u> That the Civic Administration BE DIRECTED to do the following with respect to the Thames Outdoor Pool Infrastructure Update:</p> <p>a) provide a report by the end of June 2023 to the Community and Protective Services Committee (CPSC) to identify options and associated costs to re-open the Thames Pool with sufficient repairs for safe operation in time for summer 2024;</p> <p>b) conduct a thorough community engagement process starting in Q2 of 2023, and provide the results to Council by the end of Q3 of 2023; it being noted that the engagement process will include soliciting feedback on pool vs. splash pad, indoor pool vs. outdoor, pool size and type etc.;</p> <p>c) develop a comprehensive staff report, to come to Council in 2024, including all available options and estimated costs for the future of the Thames Pool if rebuilt or relocated, noting the importance of equitable access across the city, options to include, but not limited to:</p> <ul style="list-style-type: none"> • rebuilding a pool in Thames Park that can withstand extreme weather conditions; • seeking out a new location for a pool; • future potential uses for the recreational opportunities for Thames Park should Thames Pool be decommissioned; and, • funding opportunities from other levels of government and private fundraising; <p>d) after the above-noted staff report has been completed, offer another opportunity for community</p>	March 21, 2023	Q3 2023/2024	C. Smith A. Barbon	

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	input via a public participation meeting on the report findings; and, e) provide a report back to a future meeting of the (CPSC) regarding the Thames Pool Report that was intended to identify the likely causes of the Thames Pool failure and propose potential solutions to remedy concerns;				