AGENDA
COMMUNITY AND NEIGHBOURHOODS COMMITTEE

Council Chambers Tuesday, 4:00 p.m.
Second Floor, City Hall November 15, 2011

VISION LONDON - LONDON, THE FOREST CITY

We are a caring, responsive community committed to the health and well-being of all Londoners. The actions we take will be socially, environmentally and fiscally responsible so that our quality of life is enhanced and sustained for future generations. Our people, heritage, diverse economy, strategic location, land and resources are our strengths.

MEMBERS OF THE COMMITTEE

Councillor Harold Usher (Chair) Councillor Bill Armstrong
Councillor Matt Brown Councillor Stephen Orser
Councillor Paul Van Meerbergen Betty Mercier (Secretary)
Mayor Joe Fontana (ex-officio)

PART 1 DISCLOSURES OF PECUNIARY INTEREST

PART 2 SCHEDULED ITEMS

4:00 p.m. CONSENT ITEMS #1 to #6

4:15 p.m. K. Parker, Argyle Community Association – 697 – 701 Hale Street COMMUNICATION #11

PART 3 CONSENT ITEMS

   (Secretary’s Note: A copy of the Dearness Home Newsletter - November 2011 is enclosed in Council member’s envelopes with a copy for viewing in the City Clerk’s Office.)


4. Interim Administrator, Dearness Home - Execution of Contracts Related to Dearness Home Medical Director and Attending Physicians.

5. B. Duncan, Chief of Police, London Police - Banana Toss and Transgendered Incident.


PART 4 ITEMS FOR DIRECTION


10. Councillor S. White – Consideration to Ban Shark Fin Products within the City of London.
11. (a) Councillor S. Orser – 697 – 701 Hale Street; and,
(b) K. Parker, Argyle Community Association – 697 – 701 Hale Street

12. (a) J. Donnelly, Vice-President & Chief Operating Officer, Aboutown - Decision of Council to Permit “Hail” of Limousines; and,
(b) H. Savehilaghi, President, Yellow London Taxi Inc. - Taxi By-law Review.

**PART 5**

DEFERRED MATTERS
(not attached to this agenda)

**PART 6**

CONFIDENTIAL
(Confidential Appendix Included on this Agenda)

1c. A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the 2012 Mayor's New Year's Honour List for the "Humanitarianism" category.

2c. A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the 2012 Mayor's New Year's Honour List for the "Arts" category.
Special meeting held on October 26, 2011, commencing at 9:00 a.m.

PRESENT: M. Edwards (Chair), N. Buteau, Z. Elijah, P. Shanahan, I. Silver and M. Singeris and H. Lysynski (Acting Secretary).

REGRETS: S. Kassam.

I YOUR COMMITTEE REPORTS:

In Camera 1. (1) That the London Diversity and Race Relations Advisory Committee passed the following resolution prior to moving in camera from 9:00 a.m. to 9:05 a.m.:

“That the London Diversity and Race Relations Advisory Committee (LDRRAC) move in camera to consider a matter for the purpose of discussing personal matters about an identifiable individual, including municipal or local board employees relating to the 2012 Mayor’s New Year’s Honour List in the Humanitarianism and the Diversity and Race Relations Categories. The LDRRAC is submitting a confidential report to the Municipal Council regarding this matter.” (See Confidential Appendix to the 11th Report of the London Diversity & Race Relations Advisory Committee enclosed for Council Members only.)

The meeting adjourned at 9:05 a.m.
That, on the recommendation of the City Manager this report **BE RECEIVED** for information.

### PERTINENT REPORTS RELATED TO THIS MATTER

1. December 14, 2010 Annual Evaluation Report
2. September 28, 2009 Annual Evaluation Report
3. September 2009 Camera Program Update
4. October 8, 2008 Annual Evaluation Report

### BACKGROUND

#### Purpose:
This report is being brought forward at the request of Council to provide information on the cost and feasibility of installing closed circuit television surveillance (CCTV) cameras on Dundas Street from Adelaide to Rectory Street.

#### Context:
On September 19, 2011 City Council resolved that “Civic Administration **BE REQUESTED** to report back at the next meeting of the Community and Neighbourhoods Committee with respect to the costs and feasibility associated with installing surveillance cameras from Adelaide Street, down Dundas Street to Rectory Street to help improve community safety”. This resolution came forward after a communication submitted by Councillor Orser to enhance safety on Dundas Street.

#### Background:
Surveillance cameras have been installed in the downtown area of London for the last decade. The cameras form part of an overall community safety program for Downtown London. The annual operating cost to operate this program is $130,000. Our experience with this program shows it does not necessarily affect the crime rates in the area where the cameras are located. This is consistent with findings in other jurisdictions worldwide. The main benefits of the program continue to be early detection of incidents and as an investigative tool for police in response to incidents that have occurred. Public surveillance cameras are now in many cities across the world and are used to assist law enforcement in maintaining a safe community.

In reviewing the area of Dundas Street from Adelaide Street to Rectory Street should approval be given to install cameras, it is recommended that cameras be placed at the following intersections: Dundas Street and Rectory Street; Dundas Street and English Street; Dundas Street and Elizabeth Street; and Dundas Street and Adelaide Street.

The following table outlines the two options available for installation of the surveillance cameras:

<table>
<thead>
<tr>
<th>Closed Circuit Television Surveillance Camera Systems</th>
<th>Capital Costs</th>
<th>Operating Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wireless System: Wireless technology has improved over the last ten years and tends to work best with a small number of cameras on the system therefore it is an option for this installation.</td>
<td>$100,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>Fibre Optic System: This system has more capability for expansion and has been more reliable than a wireless system. The capital cost associated with this is significantly more as currently there is no fibre optic cable available on Dundas in the Adelaide to Rectory area.</td>
<td>$500,000</td>
<td>$35,000</td>
</tr>
</tbody>
</table>
The expansion of the surveillance camera program has not been included in the current budget or business plan for the Corporate Security and Emergency Management Division.

**Summary:**
Our experience has shown that public surveillance cameras contribute to safety through early detection of incidents and as a tool for law enforcement to assist them in investigations. The London Police Service is supportive of additional cameras on Dundas Street from Adelaide to Rectory Street.

<table>
<thead>
<tr>
<th>PREPARED BY:</th>
<th>RECOMMENDED BY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. O'BRIEN, DIVISION MANAGER CORPORATE SECURITY AND EMERGENCY MANAGEMENT</td>
<td>JEFF FIELDING, CITY MANAGER</td>
</tr>
</tbody>
</table>

cc: Downtown Camera Program Steering Committee
Privacy Commissioner of Ontario (IPC)
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON NOVEMBER 15, 2011

FROM: CINDY HOWARD
INTERIM ADMINISTRATOR, DEARNESS HOME

SUBJECT: EXECUTION OF CONTRACTS RELATED TO DEARNESS HOME MEDICAL DIRECTOR AND ATTENDING PHYSICIANS

RECOMMENDATION

That, on the recommendation of the Interim Administrator of Dearness Home, with the concurrence of the Executive Director of Community Services, the attached proposed By-Laws (Appendix A and B) BE INTRODUCED at the Municipal Council Meeting of November 21, 2011:

(a) TO APPROVE, the agreements with the Medical Director (Schedule A-1) and Attending Physicians Agreement (Schedule B-1) as required by the Long-Term Care Homes Act, 2007;

(b) TO DELEGATE, the authority to execute the agreement in (a) above to the Administrator of the of Dearness Home; and

(c) TO REPEAL By-law A.-6415-297, being a by-law regarding the provision of Medical Director services.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- September 14, 2009 – CPSC – Provision of Medical Director Services, Dearness Home

BACKGROUND

The Long-Term Care Homes Act, 2007 requires the Dearness Home to enter into written agreements with the Medical Director and Attending Physicians. These agreements have been prepared by using templates developed by the Ontario Association of Non-Profit Homes and Services for Seniors (OANHSS) and modified by Legal Services and Risk Management to satisfy the Corporation of the City of London. The proposed by-laws (Appendix A and Appendix B) will delegate authority to the Administrator of the Dearness Home to execute these standard agreements. A copy of those agreements are attached hereto as Schedule A-1 and Schedule B-1.

The Medical Director provides advice to the Dearness Home, monitors and evaluates medical services, communicates expectations to Attending Physicians and Registered Nurses in the extended class, addresses issues related to resident care, after-hours coverage and on-call coverage and participates in meetings with staff and resident’s families. The agreement requires the Corporation of the City of London to indemnify and save harmless the Medical Director from any claims, demands, damages or actions brought against the Medical Director in relation to the provision of service by employees of the City except where such claims, demands or actions are the result of the Medical Director’s negligence.

The Attending Physicians conduct physical examinations and regularly attend the Dearness Home to provide medical services and assessments, complete medication, diet and treatment orders, requisition diagnostic services and arrange admissions to hospital. The same provisions regarding indemnification for the Medical Director also apply to the Attending Physicians.
The Ministry of Health and Long-Term Care policy on Level of Care Per Diem Funding dictates that long-term care operators are expected to pay the Medical Director a fee of $0.30 per resident day. These monies are funded under the Nursing & Personal Care envelope and are subject to change from time to time as approved by the Ministry of Health and Long-Term care.

The Long-Term Care On-Call Program established between The Ministry of Health and Long-Term Care and the Ontario Medical Association also provides funds in the amount of $24,300 to the Dearness Home for reimbursement to Attending Physicians for On-Call Coverage.

The Corporation of the City of London reimburses the Medical Director's annual membership fee in the Ontario Long Term Care Physicians Association which is currently $250 per year. The Corporation of the City of London also reimburses the Medical Director for one continuing education session per year. The amount is agreed upon in consultation with the Administrator. The cost of the membership and education session is included within the Long Term Care approved budget.

SUBMITTED BY:

ROBERT DRAGE
BUSINESS MANAGER, DEARNESS HOME
DEPARTMENT OF COMMUNITY SERVICES

RECOMMENDED BY: CONCURRED BY:

CINDY HOWARD
INTERIM ADMINISTRATOR, DEARNESS HOME
DEPARTMENT OF COMMUNITY SERVICES
ROSS FAIR
EXECUTIVE DIRECTOR
DEPARTMENT OF COMMUNITY SERVICES

cc. L. Marshall, Solicitor II
A. Barbon Manager, Financial & Business Services
APPENDIX A

Bill No.
2011

By-law No.

A By-law to approve the standard form for Medical Director Agreements and to delegate authority to the Administrator of The Corporation of the City of London’s long-term care home known as the John Dearness Home to execute agreements that employ this form.

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 the Long-Term Care Homes Act, 2007 requires the City to enter into a written agreement with the Medical Director for the Dearness Home;

AND WHEREAS section 23.1 of the Municipal Act, 2001 authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

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

1. The standard form for the Medical Director Agreement to be entered into between The Corporation of the City of London and a physician with the responsibility to act as medical director at the John Dearness Home and provide the services set out in the agreement, attached as Schedule A-1 to this by-law, is approved as the standard form for all such agreements.

2. The Administrator of The Corporation of the City of London’s long-term care home known as the John Dearness Home is delegated authority to:
   (a) insert the effective date at the top of page 1;
   (b) the name of the Medical Director on pages 1 and 7;
   (c) insert the amount to be paid per day per resident in section 1.1;
   (d) insert the maximum allocation for reimbursement in section 1.2;
   (e) insert the meeting frequency in section 2.4; and
   (f) execute agreements authorized and approved under section 1 above.

3. By-law A.-6415-297 is repealed.

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

PASSED in Open Council , 2011

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –
APPENDIX B

Bill No.
2011

By-law No.

A By-law to approve the standard form for Attending Physician Agreements and to delegate authority to the Administrator of The Corporation of the City of London’s long-term care home known as the John Dearness Home to execute agreements that employ this form.

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 the Long-Term Care Homes Act, 2007 requires the City to enter into a written agreement with every physician retained or appointed for a resident of the Dearness Home;

AND WHEREAS section 23.1 of the Municipal Act, 2001 authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

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

1. The standard form for the Attending Physician Agreement to be entered into between The Corporation of the City of London and every physician retained or appointed for a resident to provide care to the resident within John Dearness Home, attached as Schedule B-1 to this by-law, is approved as the standard form for all such agreements.

2. The Administrator of The Corporation of the City of London’s long-term care home known as the John Dearness Home is delegated authority to:
   (a) insert the effective date at the top of page 1;
   (b) insert the name of the Attending Physician on pages 1 and 5; and
   (c) execute agreements authorized and approved under section 1 above.

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

   PASSED in Open Council , 2011

Joe Fontana
Mayor

Catharine Saunders
City Clerk

First reading -
Second reading –
Third reading –
MEDICAL DIRECTOR AGREEMENT
CITY OF LONDON - DEARNESS HOME

THIS AGREEMENT with effect as of the ____ day of __________, 20__.

B E T W E E N:

_______________________________
(“Medical Director”)

- and -

The Corporation of the City of London
(“City”)

WHEREAS the City operates a long-term care home known as the Dearness Home, located at 710 Southdale Road East in the City of London;

AND WHEREAS the Long-Term Care Homes Act, 2007 (“Act”) requires that there be a contract between the City and its Medical Director;

AND WHEREAS the Medical Director wishes to enter into an Agreement with the City to perform the services described below;

NOW THEREFORE in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

Definitions
In this Agreement, the following terms have the following definitions:

“Administrator” means the Administrator for the Dearness Home, and includes the Acting Administrator;

“Attending Physician” means a physician whose role is to:
(a) conduct a physical examination of a resident upon admission and an annual physical examination annually thereafter, and produce a written report of the findings of the examination;
(b) attend regularly at the home to provide services, including assessments; and
(c) participate in the provision of after-hours coverage and on-call coverage.

“Executive Director” means the City’s Executive Director of Community Services.
1.0 OBLIGATIONS OF THE CITY

Payment - Medical Director's Fees, Continuing Medical Education; Membership
1.1 The City shall pay the Medical Director a fee for the administrative services provided by the Medical Director in the amount of $___ per day per resident, or such other amount as established from time to time and as approved by the Ministry of Health and Long-Term Care. Annual adjustments to this fee, as approved by the Ministry of Health and Long-Term Care, will be paid to the Medical Director immediately and/or retroactively to effective date.

1.2 The City shall reimburse the Medical Director's registration fee for one Continuing Medical Education education/conference per year to a maximum allocation of $____ per year.

1.3 The City shall reimburse the Medical Director's annual membership fee in the Ontario Long Term Care Physicians Association.

Copies of Legislation / Policies
1.4 The City shall make available to the Medical Director copies of applicable legislation and policies, including:
   - Long-Term Care Homes Act, 2007;
   - Regulation 79/10 made under the Long-Term Care Homes Act;
   - Policy to Promote Zero Tolerance of Abuse and Neglect of Residents;
   - Policy to Minimize the Restraining of Residents;
   - Policy – Doors leading to secure outside areas – unsupervised access;
   - Policies and Protocols for the Medication Management System;
   - Policy to Govern Changes in Administration of a Drug;
   - Policy to Govern Sending a Drug with Resident;
   - Policy – Natural Health Products
   - Applicable Dearness Home Nursing policies

Indemnification
1.5 The City shall indemnify and save harmless the Medical Director from any claims, demands, damages or actions brought against the Medical Director in relation to the provision of service by employees of the City, except where such claims, demands, damages or actions are the result of the Medical Director’s negligence.

2.0 REPRESENTATIONS, WARRANTIES, and OBLIGATIONS OF THE MEDICAL DIRECTOR

Member of College of Physicians and Surgeons of Ontario
2.1 The Medical Director represents and warrants that he/she is a physician, and that he/she is a member of the College of Physicians and Surgeons of Ontario.

2.2 The Medical Director shall at the commencement of the term and annually thereafter, provide the City with evidence that he/she is a member in good standing of the College of Physicians and Surgeons of Ontario.
Advice to City - Must Consult - Director of Nursing and Personal Care
2.3 (a) The Medical Director shall provide advice to the City (including the Executive Director, the Administrator, and the City’s Municipal Council) on matters pertaining to medical care and services at the Dearness Home.

(b) In advising the City on matters relating to medical care at the Dearness Home, the Medical Director shall consult with the Director of Nursing and Personal Care and other health professionals working in the Dearness Home.

Meet with Director of Nursing and Personal Care
2.4 The Medical Director shall meet with the Director of Nursing and Personal Care at a mutually agreed frequency of quarterly as a minimum and provide additional visits and consultations as required.

Develop, Implement, Monitor and Evaluate Medical Services
2.5 The Medical Director shall develop, implement, monitor and evaluate medical services at the Dearness Home.

Advice – Clinical Policies and Procedures
2.6 The Medical Director shall advise on clinical policies and procedures, where appropriate.

Community Expectations to Attending Physicians and Registered Nurses
2.7 The Medical Director shall communicate expectations to Attending Physicians and registered nurses in the extended class.

Address Issues – Resident Care, After-Hours Coverage, On-Call Coverage
2.8 The Medical Director shall address issues relating to resident care, after-hours coverage and on-call coverage.

Participate in Interdisciplinary Committees and Quality Improvement
2.9 The Medical Director shall actively participate as a member of the following Dearness Home interdisciplinary committees and quality improvement activities:

- Medical/Professional Advisory Committee;
- Quality Management Committee;
- Pharmacy and Therapeutics Committee; and
- Infection Control Committee.

and shall make himself/herself available to attend such other committees as mutually agreed upon between the Medical Director and the Administrator.

Accountable for Policies and Medical Services
2.10 The Medical Director shall be accountable for the areas of medical services and policies in the Dearness Home, including:

(i) an annual review of the medical policies;
(ii) preparation and submission to the Administrator of an annual report summarizing the strengths and areas of concern within the medical services program;
(iii) involvement in long-term care home-wide issues, such as infectious disease outbreak management; and,
(iv) participation in the process to develop the mission, philosophy, goals and objectives of the Dearness Home.

Other Services As Agreed
2.11 The Medical Director shall provide such other services in relation to the provision of medical services in the Dearness Home that are reasonably required and which are jointly agreed upon by the Medical Director and the Administrator.

**Participate in Continuing Medical Education**

2.12 The Medical Director shall participate in Continuing Medical Education and maintain current knowledge and practice in geriatrics and the management of chronic diseases.

**Visit Dearness Home Regularly**

2.13 The Medical Director shall visit the Dearness Home regularly, at least once per week, in order to carry out his/her responsibilities under this Agreement.

**Arrange for On-Call Coverage**

2.14(a) The Medical Director shall use reasonable efforts to arrange for on-call coverage for all residents after hours in accordance with the Long-Term Care On-Call Program ("On-Call Program") as established between the MOHLTC and the Ontario Medical Association.

(b) Where there is no LTC On-Call Program in place, the Medical Director shall advise the administration for the Dearness Home on emergency medical service options for residents when the Medical Director is not available personally.

(c) Where the City participates in an On-Call Program, the Medical Director shall use reasonable efforts to:
   (i) identify Attending Physicians at the Dearness Home who may be eligible to receive funding for the LTC On-Call Program; and
   (ii) collaborate with the administration for the Dearness Home, divide and distribute funding between Attending Physicians who provide on-call coverage.

**Complete Forms – Medical Services Program**

2.15 In collaboration with the administration for the Dearness Home, the Medical Director shall complete all forms pertaining to the medical services program, and where applicable, in accordance with a required process (e.g. on-call roster, disbursement of on-call fees; etc.).

**Outbreak of Communicable Disease**

2.16 The Medical Director shall advise the Administrator, in cooperation with the Medical Officer of Health, of the steps to be taken in the event of an outbreak of communicable disease.

**Provide/Arrange Medical Services – No Attending Physician**

2.17 The Medical Director shall provide temporary medical services, or arrange for temporary medical services to be provided, for all residents who do not have an Attending Physician identified.

**Temporary Absence - Designate**

2.18 In the event that the Medical Director is temporarily unable to attend the Dearness Home at any time, the Medical Director shall notify the Administrator of the name of the Medical Director's designate and contact information in advance of such absence.

**Review of Placement Coordination Service - CCAC**

2.19 The Medical Director shall, when requested, provide advice on and participate in the review of Placement Coordination Service applications from Community Care Access Centre.
Resident Situations – Places Others at Risk
2.20 The Medical Director shall, when reasonably required, assist in resident situations where such situations may put other residents, staff or visitors at risk.

Assist in Staff Development
2.21 The Medical Director shall, when reasonably required, assist in staff development as required and as jointly negotiated with the Administrator or his or her designate.

Participate in In-Service Education Programs for Staff / Attending Physicians
2.22 The Medical Director shall, when reasonably required, participate in in-service education programs each year for City staff at the Dearness Home and Attending Physicians.

Medical Liaison with Hospitals
2.23 The Medical Director shall, when reasonably required, provide medical liaison with local hospital(s) and other appropriate health care organizations or long-term care homes.

Cooperate – Ministry Compliance Reviews
2.24 The Medical Director shall cooperate with and be available if requested during Ministry compliance reviews pertaining to medical issues, including but not limited to inquiries made by the compliance advisor, advocates, family members, and persons conducting coroner’s investigations.

Attending Physician Agreement
2.25 The Medical Director shall sign an Attending Physician’s Agreement if the Medical Director is also an Attending Physician at the Dearness Home.

Attending Physicians – Annual Verification of CPSO Membership
2.26 The Medical Director shall annually verify the Attending Physicians’ current membership in good standing in the College of Physicians and Surgeons of Ontario.

Attending Physicians – Monitor and Evaluate
2.27 The Medical Director shall monitor and evaluate Attending Physicians’ compliance with long-term care home policies, long-term care standards and accreditation.

2.28 The Medical Director shall monitor and evaluate the medical care and services provided by Attending Physicians.

Review Requirements with Attending Physicians
2.29 The Medical Director shall review the requirements as outlined in the Attending Physician Agreements with the Attending Physicians.

Assist Administrator – Contracts – Attending Physicians
2.30 The Medical Director shall assist the Administrator to secure contracts with all Attending Physicians.

Review – Attending Physician Non-Compliance
2.31 The Medical Director shall review with the Administrator any Attending Physician non-compliance with the Attending Physician Agreements and shall provide input to the Administrator on any action to be taken.

Research Projects
2.32 The Medical Director shall not undertake research projects involving residents of the Dearness Home without the prior written approval of the Administrator and/or resident, and any research undertaken must not be contrary to the Personal Health Information Protection Act, the Municipal Freedom of Information and Protection of Privacy Act, Health Care Consent Act, other applicable legislation, and ethical research standards, as well as the policies and procedures directing research activities within the Dearness Home.

**Medical Directives or Orders – Not Unless Individualized to Resident**
2.33 The Medical Director shall ensure that no medical directive or order is used with respect to a resident unless it is individualized to the resident’s condition and needs.

**Indemnify – Save Harmless**
2.34 The Medical Director agrees to indemnify and save harmless the City and the City's employees from any claims, demands, damages or actions brought against the City or the City's employees directly or in-directly relating to the provision of, or failure to provide, services by the Medical Director pursuant to this Agreement.

**Malpractice Protection**
2.35 The Medical Director shall obtain and maintain in full force and effect during the term of this Agreement current and valid malpractice insurance protection through the Canadian Medical Protective Association.

**Independent Contractor**
2.36 The City and the Medical Director agree that the relationship between them under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Medical Director as an employee or partner of the City for any purpose whatsoever. The Medical Director shall be solely responsible for the withholding and payment of taxes, premiums, contributions and remittances of any nature, including any interest or penalties or other amounts, required by any applicable governmental authorities.

**Term**
2.37 (a) This Agreement shall remain in effect for three (3) years commencing on the effective date set out on the first page of this Agreement, and terminating three years later, or until either one of the parties gives 60 days' written notice to the other party to terminate or renegotiate the Agreement. (b) Notwithstanding (a), if there is a fundamental breach of this Agreement by the Medical Director or by the City, this agreement may be terminated immediately by the party not in default of the Agreement.

**3.0 General**

**Prior Agreement**
3.1 This Agreement supersedes and takes the place of all prior agreements entered into by the parties with respect to medical services.
Circumstances Beyond the Control of Either Party
3.2 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Licensee’s negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

Waiver of Breach by City – Without Prejudice
3.3 Any waiver by the City of any breach of any provisions of this agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

Headings
3.4 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, as of the date first written above.

SIGNED, SEALED AND DELIVERED

MEDICAL DIRECTOR

_______________________________  ____________________________
<name of Medical Director>     Witness

_______________________________    ____________________________
Date        Date

THE CORPORATION OF THE CITY OF LONDON

_____________________________
<Insert name of Administrator, Dearness Home>
I have the authority to bind the Corporation.
SCHEDULE B-1
THIS IS A STANDARD FORM AGREEMENT - TERMS CANNOT BE ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

ATTENDING PHYSICIAN AGREEMENT
City of London – Dearness Home

THIS AGREEMENT with effect as of the ______ day of ________________, 20__

BETWEEN:

_________________________________________________
("Attending Physician")

- and -

The Corporation of the City of London
("City")

WHEREAS the City operates a long-term care home known as the Dearness Home located at 710 Southdale Road East in the City of London;

AND WHEREAS all residents of the Home require the services of an attending physician (or a registered nurse in the extended class);

AND WHEREAS subsection 82(2) of Regulation 79/10 under the Long-Term Care Homes Act provides that the resident or the resident’s substitute decision-maker may retain a physician (or a registered nurse in the extended class), and where the resident or substitute decision-maker does not retain a physician (or a registered nurse in the extended class), the City shall appoint one for the resident;

AND WHEREAS the attending physician is the physician of record with the responsibility to provide care to individual residents within the Home;

AND WHEREAS the Long-Term Care Homes Act, 2007 ("Act") requires that there be a contract between the City and the attending physician;

AND WHEREAS the Attending Physician wishes to enter into an Agreement with the Home to perform the services described below;

NOW THEREFORE in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1.0 OBLIGATIONS OF THE CITY

Copies of Legislation / Policies
1.1 The City shall make available to the Attending Physician copies of applicable legislation and policies, including:
- 2 -

- Long-Term Care Homes Act, 2007;
- Regulation 79/10 made under the Long-Term Care Homes Act;
- Policy to Promote Zero Tolerance of Abuse and Neglect of Residents;
- Policy to Minimize the Restraining of Residents;
- Policy – Doors leading to secure outside areas – unsupervised access;
- Policies and Protocols for the Medication Management System;
- Policy to Govern Changes in Administration of a Drug;
- Policy to Govern Sending a Drug with Resident;
- Policy – Natural Health Products;
- Applicable Dearness Home Nursing policies.

Access to the Dearness Home
1.2 The City shall provide the Attending Physician with access to the Dearness Home in carrying out his/her obligations under this Agreement.

Indemnification
1.3 The City agrees to indemnify and save harmless the Attending Physician from any claims, demands, damages or actions brought against the Attending Physician in relation to, or arising from, the provision of services by employees of the City, except where such claims, demands, damages or actions are the result of the Attending Physician's negligence.

2.0 REPRESENTATIONS, WARRANTIES, and OBLIGATIONS OF THE ATTENDING PHYSICIAN

Member of College of Physicians and Surgeons of Ontario
2.1 The Attending Physician represents and warrants that he/she is a physician, and that he/she is a member of the College of Physicians and Surgeons of Ontario.

2.2 The Attending Physician shall at the commencement of the term and annually thereafter, provide the City and the Medical Director with evidence that he/she is a member in good standing of the College of Physicians and Surgeons of Ontario.

Hospital Privileges
2.3 The Attending Physician shall have hospital privileges in a local community hospital.

No Medical Services To A Resident Unless Retained or Appointed
2.4 The Attending Physician shall not provide medical services to a particular resident unless:
   (a) the Attending Physician has been retained by the resident or the resident’s substitute decision-maker; or
   (b) where the resident or substitute decision-maker has not retained an Attending Physician or registered nurse in the extended class, the Attending Physician has been appointed by the City, in consultation with the Medical Director, the resident and the resident’s substitute decision-maker.

Accountable to Medical Director
2.5 The Attending Physician shall be accountable to the Medical Director for meeting the Dearness Home’s policies, procedures, protocols and standards for medical services; including those set out in Appendix A, which is attached hereto and forms part of this Agreement.

Appendix A Obligations
2.6 The Attending Physician shall fulfill the obligations set out in Appendix A.

**Assess, Plan, Implement, Evaluate Resident's Medical Care**

2.7 The Attending Physician shall assess, plan, implement and evaluate the resident’s medical care, develop a medical plan of treatment for the resident and participate in the interdisciplinary approach to care.

**Document on Resident's Health Record**

2.8 To maintain continuity and ongoing evaluation of all medical services as these relate to clinical diagnosis, the Attending Physician shall document on the resident's health record upon the resident’s admission to the Dearness Home and upon each subsequent visit with the resident where medical services are provided.

**On-Call Coverage**

2.9 The Attending Physician shall endeavour in good faith to provide or make arrangements for reasonable on-call coverage for residents for whom he or she provides medical care.

**Available Emergency Medical Service – Not Available for On-Call**

2.10 The Attending Physician shall advise the City of available emergency medical services when the Attending Physician is not personally available to be on-call.

**Participation on Committees**

2.11 The Attending Physician shall, where possible, participate on committees as requested by the Medical Director or Administrator (e.g. continuous quality improvement, pharmacy and therapeutics, infection control, professional advisory, medical records committees, etc.), so long as there is agreement between the Attending Physician and the Medical Director or Administrator that such participation is necessary or appropriate.

**Notify Administrator – If Not Available to Care for Resident**

2.12 The Attending Physician shall forthwith notify the Administrator and Medical Director in the event that he or she is no longer available to care for a resident, so that the City can arrange for alternative medical coverage.

**Indemnify – Save Harmless**

2.13 The Attending Physician agrees to indemnify and save harmless the City from any claims, demands, damages or actions brought against the City or the City’s employees directly or in-directly relating to the provision of, or failure to provide, services by the Attending Physician’s medical professional duties under this Agreement. The City agrees to provide prompt written notice of any claims that might give rise to such liability and give the Attending Physician the opportunity to retain his own counsel to defend such claims.

**Malpractice Protection**

2.14 The Attending Physician shall obtain and maintain in full force and effect during the term of this Agreement current and valid malpractice insurance protection through the Canadian Medical Protective Association.

**Medical Directives or Orders – Not Unless Individualized to Resident**

2.15 The Medical Director shall ensure that no medical directive or order is used with respect to a resident unless it is individualized to the resident’s condition and needs.

**Term**
2.16 This Agreement shall remain in effect for three years from the effective date set out on the first page of this Agreement, or until either one of the parties gives 60 days' written notice to the other party to terminate or renegotiate the Agreement. If there is a fundamental breach of this Agreement by the Attending Physician or by the City, this Agreement may be terminated immediately by the party not in default of the Agreement.

Access to Medical Records
2.17 The Attending Physician shall be permitted access to such Medical Records as he/she may require from time to time and in accordance with the Personal Health Information Protection Act. Subject to the requirements of the Personal Health Information Protection Act, on death or discharge of a resident the City will make the records of the patient available to the Attending Physician to allow for reproduction of the Attending Physician component of the record.

Independent Contractor
2.18 The City and the Attending Physician agree that the relationship between them under this Agreement shall be that of independent contractors. Nothing in this Agreement shall be construed to constitute the Attending Physician as an employee or partner of the City for any purpose whatsoever. The Attending Physician shall be solely responsible for the withholding and payment of taxes, premiums, contributions and remittances of any nature, including any interest or penalties or other amounts, required by any applicable governmental authorities.

3.0 General

Prior Agreement
3.1 This Agreement supersedes and takes the place of all prior agreements entered into by the parties with respect to medical services.

Circumstances Beyond the Control of Either Party
3.2 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire (other than a fire caused by the Licensee’s negligence), natural flood, act of God, war, riot or other civil insurrection, lawful act of public authority, all of which cannot be reasonably foreseen or provided against.

Waiver of Breach by City – Without Prejudice
3.3 Any waiver by the City of any breach of any provisions of this agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

Headings
3.4 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
IN WITNESS WHEREOF the parties hereto have executed this Agreement, as of the date first written above.

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APPENDIX A

Physical Examinations
1. The Attending Physician shall:
   (a) Conduct a physical examination of the resident within seven (7) days of the resident’s admission;
   (b) Conduct an annual physical examination of the resident annually after admission; and
   (c) Produce a written report of the findings of the physical examinations.

Regularly Attend at Dearness Home
2. The Attending Physician shall attend regularly at the Dearness Home to provide medical services, including assessments.

Participate in Provision of After-Hours Coverage / On-Call Coverage
3. The Attending Physician shall participate in the provision of after-hours coverage and on-call coverage.

Medication, Diet, Treatment Orders
4. The Attending Physician shall complete medication, diet and treatment orders upon notification of the resident’s admission, and within seven (7) days of the resident’s admission. Medical directives or orders shall be individualized to the resident’s conditions and needs.

5. The Attending Physician shall review the resident’s diet, medications, treatments, orders at least every three (3) months, and update progress notes at least once every month.

Visit Residents
6. The Attending Physician shall visit residents as frequently as deemed necessary by the resident’s health status.

Counter-Sign Verbal Orders / Directions / Lab Reports
7. The Attending Physician shall counter-sign all verbal orders/directions and laboratory reports, within 30 (thirty) days.

Comply with Legislation
8. The Attending Physician shall comply with applicable provincial legislation.

Resident / SDM Participation – Medical Care Plan
9. The Attending Physician shall provide an opportunity for the resident or their substitute decision-maker to participate fully in the development and revision of the resident’s medical care plan.

Communicate with Resident etc.; Progress Notes
10. The Attending Physician shall communicate with the resident, resident’s family and/or substitute decision-maker (as appropriate) and provide information to them regarding the resident’s health status. The Attending Physician shall complete documentation and keep progress notes of such communication.

Referrals
11. The Attending Physician shall refer residents to the appropriate medical consultants and/or other health practitioners (i.e. physiotherapists, occupational therapists, social workers, speech therapists etc..) when required.
Arrangements – Admission to Hospital or Alternate Facility
12. Where the physical or mental condition of a resident is such that the resident cannot properly be cared for in the Dearness Home, the Attending Physician shall document such and shall attempt to arrange for the resident to be admitted to a general hospital or an appropriate alternate facility that is best suited to provide the care required by the resident, as decided upon collaboration with the Medical Director.

Requisition Diagnostic Services
13. The Attending Physician shall requisition diagnostic services as the resident's condition warrants.

Record-keeping Requirements
14. The Attending Physician must maintain records in compliance with the College of Physicians and Surgeons of Ontario record keeping requirements and any specific records required by regulation.

Documentation – Current, clear, legible, dated, signed
15. The Attending Physician shall ensure that all of his / her documentation is current, clear, legible, dated, and signed.

Participate in Team Discussions
16. The Attending Physician shall participate in team discussions regarding advance directives with residents and/or families/substitute decision-makers as required.

Communicate – Medical Director – Administrator – Infectious Disease Surveillance
17. The Attending Physician shall communicate with the Medical Director and the Administrator with respect to infectious disease surveillance in the Dearness Home.
Ms. Cathy Saunders, City Clerk,
The Corporation of the City of London,
300 Dufferin Avenue,
London, ON N6A 4L9

Dear Ms. Saunders:

Re: 1) Banana Toss at John Labatt Centre
2) Transgendered Incident at Trail's End Farmers Market

This letter is in response to your letters of October 4, 2011 with respect to the two captioned occurrences.

1) The banana tossing incident, which occurred at the John Labatt Centre on September 22, 2011, was an unfortunate display of racial insensitivity that affected our entire community. The incident was investigated by our Service and a male was subsequently charged under the Trespass to Property Act. Although local and national media focused on questions of racial motivation, our investigation concluded there was insufficient evidence to meet the threshold of a hate-motivated criminal offence.

2) The incident involving the transgendered individual at the Trail's End Market occurred outside the City of London. I trust that all involved parties will make appropriate use of the legal mechanisms available to address any infringement of the law.

The London Police Service proudly supports the full spectrum of diversity that exists within our community. We are committed to upholding the principles of human rights, equity, and inclusion for everyone.

If you have additional questions or concerns, you are welcome to contact our diversity officer, Marcel Marcellin at 519.660.5812.

Yours truly,

Bradley S. Duncan, M.O.M.,
Chief of Police.

Cc: Councillor Harold Usher
October 4, 2011

London Urban Services
1193 Oxford Street East
Unit 2
London, ON N5Y 3M2

London Police Services

London Diversity and Race Relations Advisory Committee
Chair and Members

I hereby certify that the Municipal Council, at its session held on October 3, 2011 resolved:

8. That the attached communication, dated September 26, 2011, from Councillor H. L. Usher, with respect to the recent banana hurling incident at the John Labatt Centre, BE FORWARDED to the London Diversity and Race Relations Advisory Committee, the London Police Services and the London Urban Services Organization (LUSO), requesting that they provide a statement or recommendation to the City of London indicating that such behavior in London is not tolerated; it being noted that the Community and Neighbourhoods Committee heard a verbal delegation from Councillor H. L. Usher, with respect to this matter. (8/16/CNC)

C. Saunders
City Clerk

attachment

cc: Councillor H. Usher

Signed Copies are available in the City Clerks Office

The Corporation of the City of London
Office: 519-661-2500 ext. 6479
Fax: 519-661-4892
www. london.ca
October 11, 2011

Mayor J. Fontana
Councillor W.J. Armstrong
Councillor J. L. Baechler
Councillor J.P. Bryant
Councillor N. Branscombe
Councillor D. Brown
Councillor M. Brown
Councillor D.G. Henderson

Councillor P. Hubert
Councillor S. Orser
Councillor W.J. Polhill
Councillor J.L. Swan
Councillor H.L. Usher
Councillor P. Van Meerbergen
Councillor S. White

Re: Glanworth Library Branch

This correspondence to London City Council, from London Public Library (LPL), is in response to Council's resolution, at its session of August 29 and 30, 2011 regarding the Glanworth Branch Library and its proposed closure.

In response to community input to the Library Board at its meeting of September 22nd, 2011, the London Public Library Board amended its previous motion to close the Glanworth Branch Library (motion L11/58.1) December 31, 2011. The following is the amended motion:

That Library Board direction that "Renovations for the Glanworth Branch Library not proceed" and that "The branch be closed by December 31, 2011" be deferred until December 31, 2012 in order to allow sufficient time for Administration to open discussions and form a Glanworth Library Service Task Team with the residents of Glanworth having a mandate of determining potential alternative options for the future of library services to the community and the Glanworth Branch Library building;

That the Task Team undertake as part of its terms of reference the development of an Action Plan for any proposed alternative that includes a service plan, a plan for the building that takes into account its heritage status, milestones, timelines and sources of funding;

That Administration submit proposed alternatives and Action Plans to the Library Board at its meeting on December 15th, 2011 for Board consideration and, pending approval
in principle to proceed with any next steps, that a Final Report be brought to the Library Board meeting in April 2012 to coincide with 2013 Operating Budget timelines; and

That Administration be directed to undertake basic building maintenance as necessary, such as replacing the roof shingles, to prevent deterioration of the Glanworth branch Library building.

A “Community Consultation Meeting” was held on Wednesday October 5, 2011 to take the first steps. The meeting was well attended by people in the community and a number of individuals have volunteered to be part of the Glanworth branch Task Team with the first meeting scheduled for October 17th.

Please contact Susanna Hubbard Krimmer or me, if further information is required. We will also advise London City Council of progress following the Library Board meeting of December 15th, 2011.

Yours truly,

Josh Morgan
Chair, London Public Library Board

CC: C. Saunders, City Clerk
    Services Review Committee
7TH REPORT OF THE  
COMMUNITY SAFETY & CRIME PREVENTION  
ADVISORY COMMITTEE  

Meeting held on October 27, 2011, commencing at 12:16 p.m.  

PRESENT: M. Wilson (Chair), J. Bennett, B. Brock, D. Hogg, R. McDougall, L. Norman, T. Roberts and L. Steel and B. Mercier (Secretary).  


REGRETS: J. Castanza, S. Cruz, M. Georgieff, D. Howard and J. Wever.  

I YOUR COMMITTEE RECOMMENDS:  

National Crime Prevention Strategy  

1. (2) That the following actions be taken with respect to the National Crime Prevention Strategy:  

   (a) L. Steel BE REGISTERED with Public Safety Canada to be notified of any potential funding for youth gang prevention, and update the Community Safety and Crime Prevention Advisory Committee (CSCP) as information becomes available;  

   (b) the Police Services Board BE REQUESTED to provide a presentation at the next meeting of the CSCP, with respect to the City’s current gang activity; and,  

   (c) a representative from the National Crime Prevention Strategy BE INVITED to a CSCP meeting in February 2013;  

   it being noted that the (CSCP) reviewed and received a communication, dated October 4, 2011, from T. Kyle, Manager, West Area Recreation Services, with respect to this matter.  

II YOUR COMMITTEE REPORTS:  

New Mental Health Facility at Parkwood Hospital  

2. That the Community Safety and Crime Prevention Advisory Committee (CSCP) heard a verbal delegation from Dr. S. Jarmain, St. Joseph’s Health Care, with respect to the new mental health facility at the Parkwood Hospital.  

London CAReS  

3. That the Community Safety and Crime Prevention Advisory Committee (CSCP) heard the attached presentation from S. Giustizia, Manager, Social and Community Support Services, with respect to London CAReS.  

Active Safe Routes to School (ASRTS) Steering Committee  

4. That the Community Safety and Crime Prevention Advisory Committee heard a verbal delegation from J. Yanchula, Manager, Community Planning and Urban Design, with respect to a Land Use Planner being designated to the Active Safe Routes to School (ASRTS) Steering Committee; it being noted that the CSCP was advised that a Staff member will be designated to the ASRTS as a resource member only, to be called upon as required.  

Child Safety Middlesex London – Child Safety Funding  

5. (3) That the Community Safety and Crime Prevention Advisory Committee (CSCP) reviewed and received a communication, dated September 26, 2011, from M. Georgieff, Public Health Nurse, Middlesex-London Health Unit, with respect to a request for funding for the printing of the “Safety Never Hurts” newsletter. The CSCP approved the expenditure of $2,000.00 from its 2011 Budget for the printing of the above-noted newsletter; it being noted that the CSCP has sufficient funds in its 2011 Budget for this expense.
6. (5, 9) That the Community Safety and Crime Prevention Advisory Committee (CSCP) reviewed and received the Crime Statistics for the months of July, August and September, 2011 from D. Goarley, London Police Service. The CSCP held a general discussion with respect to the attached communication from the London Police, relating to the community consultation meetings, to be held on November 2 and 15, 2011 at the London Police Service Headquarters, to assist the London Police in formulating its next 3-year business plan for 2013-2015; it being noted that the CSCP asked its Chair or delegate to attend one of the meetings to share the views of the CSCP with respect to safety and crime prevention in the City of London.

7. (6) That the Community Safety and Crime Prevention Advisory Committee (CSCP) heard a verbal report from L. Norman, on behalf of M. Sherritt, with respect to the decision makers breakfast held on October 18, 2011, hosted by Our Street London.

8. (7) That the Community Safety and Crime Prevention Advisory Committee (CSCP) reviewed and received a communication, dated October 18, 2011, from D. Szoller, Thames Region Ecological Association (TREA), with respect to various TREA projects.

9. (8) That the Community Safety and Crime Prevention Advisory Committee (CSCP) reviewed and received its Deferred Matters List, as at October 27, 2011.

10. That the Community Safety and Crime Prevention Advisory Committee (CSCP) received and noted the following:

(a) (1) the 6th Report of the Community Safety and Crime Prevention Advisory Committee from its meeting held on September 22, 2011;

(b) (4) the London Block Parent® Program Directors minutes from its meeting held on August 31, 2011; and,

(c) (10) a communication from G. Fowler, with respect to the Vehicle/Pedestrian and Vehicle/Cyclist Collisions for the period of July to September 2011.

11. That the Community Safety and Crime Prevention Advisory Committee will hold its next meeting on November 24, 2011.

The meeting adjourned at 2:30 p.m.
Key Messages

- London is a regional centre for business and commerce as well as health (mental health), social service and justice services (courts and jail).

- London has “big city” complexities around the issue of homelessness and mental health
  - Scale – one emergency shelter bed per 10,000 population (equal to Ottawa)
  - Growth of per cent of population presenting with mental health and addictions (dual diagnosis)
  - Further complicated by ten year downsizing of services provided through Regional Mental Health, culminating in just-announced divestment of mental health beds, including closure of 70 beds in London
Key Messages

- London, also, a place where inter-disciplinary conversation, policy planning and integrated service delivery is well-advanced.
  - London CARES – funded federally and locally
  - Hostels to Homes Pilot project
  - Policy Paper – Towards an Addiction and Mental Health Strategy for London
  - Diversion from courts of one of our “Million Dollar Murrays”

- As a result, London is well-positioned to assist in service integration and policy initiatives in the areas of housing, addiction and mental health, justice diversion and community reintegration

SETTING THE CONTEXT...

Guiding Policies and Principles:

- The City of London has a vision that is “...committed to the health and well-being of all Londoners...”
  
  (City of London Vision Statement)

- The City’s key priorities that are most closely related to our services are:
  Community Vitality and
  Economic Prosperity

- In 2006 we developed a Social Policy Framework as a guide to help achieve this vision and support these priorities
SETTING THE CONTEXT...
Guiding Policies and Principles:

- London has a vision that it is committed to the health and well-being of every Londoner
- Our key priorities of Community Vitality and Economic Prosperity support that vision
- In 2006 we developed a Social Policy Framework as a guide to help achieve this vision

2010 Homelessness Funding Details
A strong tie to mental health, addictions, and poverty.

2010 Homeless Funding managed through
The City of London
$9.3 million

- Emergency Shelters and Domiciliary
- Hostels through OW Per Diem
- London CARES
- Rent Bank / THAW
- Consolidated Homelessness Prevention Program (CHPP)
- Homelessness Partnering Strategy (HPS)
- Mayor’s Anti Poverty Action Group (MAPAG)
Approach: From Innovation to Integration

Our Approach: A focus on the priority of housing...
London Community Housing Strategy

Over 50 recommendations in 5 theme areas creating 1 comprehensive plan with targets and service outcomes

1 Vision:
A CITY OF LONDON WHERE ALL MEMBERS OF THE COMMUNITY HAVE ACCESS TO HOUSING THAT IS SAFE, SECURE, AND SUITABLE TO THEIR NEEDS AND ABILITY TO PAY.
LCHS Key Areas of Focus

1. Supportive and Affordable Housing Targets based on local priorities and funding and strategies from other orders of government.

2. Community Plan on Homelessness - A compendium roadmap of actions, including shelter services and London CARES.

3. Aligning Homelessness and housing plans, community priorities, services, administration, and actions in support of a shared vision and a comprehensive list of outcomes.
2011 Focus of Activities

Implementing the London Community Plan on Homelessness

2.3 Exploring Managed Alcohol Program (MAP) with leadership of the SWLHIN

3.1 Developing City’s role within Emergency Shelter System

3.4 Developing evidence based service framework and implementing through revised service contracts

3.5 Continuing to enhance and develop the London CARES services within the London Community Housing Strategy framework

Example of Local Responses to Local Needs...

London CARES: Background

The London Community Addiction Response Strategy (CARES) is an integrated strategy to address the needs of individuals living with effects of poverty, homelessness, addiction, mental health and the communities in which they live.

“A Plan to Improve Health Outcomes for the Addicted Homeless Population and Make the Downtown Safer”
London CARES Update

2010 CARES By the Numbers...

- Safe Havens: 2009 - 82,050 Visits; 2010 - 115,700 Visits
- Street and Mobile Outreach: 2009 - 13,873 Contacts; 2010 - 39,100 Contacts
- Needle Rates: 2009 - 100,000 Needles Collected; 2010 - 165,000 Needles Collected
- Telephonic Services: 2009 - 765 Calls; 2010 - 2,053 Calls

London CARES 2011 to 2015

Taking the understanding of the first years of CARES related to building trust and understanding of street activities in London’s core.

Continuing to focus CARES services on:
1. Linking housing with supports
2. Supporting priority populations
3. Housing outcomes from London Community Housing Strategy and London Community Plan on Homelessness
What is meant by Housing with Supports?

1. Structuring CARES on key tasks: outreach, housing selection, case management, and peer support.
2. Working within an integrated local service model across sectors.
3. Ensuring a strong leadership and support structure.

London CARES 2011 to 2015

London CARES Focus

Individuals with addictions and mental health experiencing homelessness

- Street involved but housed
- Couch Surfing (Working with YUJ, drop-in, LHC, outreach, Streetscape, WOTCH, CMHA, ADSFV)
- Urban Campers
- Living outdoors or in a vehicle (Working with Bylaw, Police, Streetscape, outreach, LHC)
- Living in buildings not fit for human habitation (Working with Bylaw, Outreach, Streetscape)
- Residents of emergency shelters (Working with housing support workers)
- Discharged from Jail/Hospital (Working with NFA, Specialized Courts, CMHA, WOTCH, ADSFV, ASH)

LONDON CARES
Persistently Homeless with Other Barriers (addiction, etc.)

LONDON CARES
New to Homelessness including Youth and LGBTQ+獭fers.
Continued Changes and Challenges in our Local Mental Health Environment

- New construction of mental health beds has a limited scope and capacity
- Programs will include inpatient and outpatient services for assessment, mood and anxiety disorders, psychosis, dual diagnosis, geriatric psychiatry, and adolescent psychiatry but funding will be limited.
- Impact on community with loss of beds, associated services and expertise.
- Current impact on quality of life of vulnerable Londoners as a result of inadequacy of current supports and associated cost pressures for police and social services.
- Impacts associated with closure of psycho-geriatric beds
- Community Housing options and supportive housing are limited – Need stronger
- Anticipating increased reliance on social services and shelters to provide supports
- Service needs continue for those living outside the mental health support system (Eg. With moderate mental illness, seniors, or those disconnected from services)

Our Ongoing Work as a Community...

- Need to build an integrated, comprehensive and sustainable addictions and mental health strategy to support vulnerable Londoners
- Not every door is the right door... need to address the police and justice system as the entry point for mental health care. (Stigma)
- Continuing to advocate for supports required for youth, seniors, homeless...groups that being identified as priority but outside the current focus
- Continued attention on issues related to mental health and addictions. Eg. Hoarding, methadone treatment, panhandling, etc

The City of London is doing its part via investments in social services, including London CARES and upstream prevention strategies like the Child and Youth Agenda.

WE NEED A COMPREHENSIVE RESPONSE FROM OTHER ORDERS OF GOVERNMENT

City will continue to work with the LHIN and aligned community partners to address ongoing mental health, housing, and social service needs for vulnerable Londoners.
Contacts
Ross Fair,
Executive Director, Community Services
Executive Leads

Cindy Howard,
Director, Social and Community Support Services

Stephen Giustizia,
Manager, Ontario Works and Homelessness

Jan Richardson,
Manager, Homelessness, Hostels, and Special Populations
The London Police Service is seeking your input to assist us in formulating our next 3-year Business Plan for 2013 - 2015. The community consultation process helps us to determine the direction the London Police Service will take over the next three-year period. The intent of this consultation process is to ensure that the Business Plan is reflective of what you, the citizens of London, need in terms of service and programs.

We need to hear from you as to what issues are important, and where our resources should be placed to ensure an effective and efficient police service. The Community Consultations are open to all citizens including, but not limited to, business owners, neighbourhood associations, church groups, volunteer agencies, community organizations and other interested persons. The focus of the meetings will be on police service delivery in the following areas:

- Crime Prevention
- Law Enforcement
- Victims' Assistance
- Public Order Maintenance
- Emergency Response

All meetings will be held at the London Police Service Headquarters, 601 Dundas Street

- Wednesday, November 2nd, 2011 (7 p.m.)
- Tuesday, November 15th, 2011 (1 p.m.)
- Tuesday, November 15th, 2011 (7 p.m.)

To confirm dates and locations: visit www.police.london.ca

BE A PART OF THE PROCESS...COME AND PARTICIPATE!
9TH REPORT OF THE  
TREES AND FORESTS ADVISORY COMMITTEE

Meeting held on October 26, 2011, commencing at 12:17 p.m.

PRESENT: B. Gilmore (Chair), C. Benson, J. Kennedy, J. Ryan, D. Sheppard, B. Shiell and G. Sinclair and B. Mercier (Secretary).

ALSO PRESENT: A. Beaton, I. Listar, R. Postma and S. Rowland.

REGrets: J. Galbraith.

I YOUR COMMITTEE RECOMMENDS:

UFORe Leaf Cover

1. (3, 8) That the following actions be taken with respect to the Urban Forest Effects Model (UFORe):

   (a) the Civic Administration BE REQUESTED to include the planning district and sub-watershed leaf cover maps in the UFORE Report; and,

   (b) the Civic Administration BE ASKED to incorporate its UFORE checklist summary responses to the corresponding comments on the Trees and Forests Advisory Committee (TFAC) document, dated July 14, 2010, for the next meeting of the TFAC;

   it being noted that the TFAC reviewed and received a communication, dated September 27, 2011, from the Manager of Urban Forestry, and the TFAC’s comments, dated July 14, 2010, with respect to the UFORE, respectively.

II YOUR COMMITTEE REPORTS:

Tree Watering Alert – Definition of Alert Condition

2. (4) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication from D. Sheppard, with respect to the revised and final version of the tree watering alert definition of an alert condition; it being noted that the TFAC asked that the attached final document be forwarded to the appropriate Staff, for their information.

TFAC Terms of Reference

3. (5) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication from D. Sheppard, with respect to proposed changes to the TFAC Terms of Reference; it being noted that the attached revised TFAC Terms of Reference be forwarded to the City Clerk for consideration with the Advisory Committee review currently being undertaken.

Next Agenda

4. That the following matters be placed on the next agenda of the TFAC:

   (a) (6) Discussion – Hardsurfacing of Boulevard Areas; and,

   (b) (7) Discussion – Working Group Report on Tree Planting Guideline Revisions.

5. That the Trees and Forests Advisory Committee (TFAC) noted and filed the following:

   (a) (1) the 8th Report of the Trees and Forests Advisory Committee from its meeting held on September 28, 2011, subject to amending clause 1, line 5 by deleting the ratio 3:3 and replacing with the ratio 3:1; and,

   (b) (2) a Municipal Council resolution adopted at its meeting held on September 19, 2011 with respect to the TFAC 2012 Budget increase request.

Next Meeting

6. That the Trees and Forests Advisory Committee (TFAC) will hold its next meeting on November 23, 2011.

The meeting adjourned at 2:12 p.m.
Tree Watering Alert – Definition of Alert Condition

TFAC ver 2 (final)  October 26, 2011

Watering Amounts and Rain Data

1. 1 mm of rain over 1 sq meter of ground = 1 litre of water
2. 1 bucket = 5 gal (US) = 18 L or 1 bucket = 5 gal (UK) = 22 L
3. A newly planted tree requires 45 litres every 10-14 days
   = about two watering buckets every 2 weeks
   = about 1 watering bucket a week
   = 22 L / week
   = 22 L spread over 1 sq meter
   = 22 mm / week or 44 mm / 2 weeks
4. Mature trees require more water than newly planted but newly planted are most vulnerable.
   To be ‘conservative’ the alert will focus on the minimum amount of water needed by the
   most vulnerable trees;
5. Very light rain event (even multiple very light events) and very heavy rain events do not
   necessarily allow good soil penetration.
6. Current data source for rainfall is Environment Canada
   http://climate.weatheroffice.gc.ca/climateData/dailydata_e.html?
   StationID=10999&Month=6
   &Day=14&Year=2011&timeframe=2
7. More accurate rainfall data may be available via EESD. That data will allow the
   incorporation of rainfall intensity and duration parameters into the Alert consideration, if
   deemed desirable.

Principles on which the Alert System is Based

1. The Tree Watering Alert is a binary system: either the Alert is ON or it is OFF. There are no
   varying degrees of alert (as was originally considered). The Tree Watering/Care Symbol will
   be used in two colours: green and red. The red will be the alert condition while the green will
   be a placeholder and an awareness symbol for all non-alert times.
2. Tree Watering Alerts may be called any time during the growing season of May through end
   of September.
3. It is recognized that there are three ranges along a spectrum of necessary rain for trees, those
   being Ideal Amount, Less than Ideal Amount and Alert Amount. The issuance of an Alert is
   not simply a condition of not receiving the Ideal Amount of rain, but rather, receiving so little
   rain as to constitute an Alert (which is arbitrarily set at 50% of the Ideal Amount).
   - Ideal Amount = 44 mm / 2 weeks
   - Less than Ideal Amount = 23 mm - 43 mm / 2 weeks
   - Alert Amount = 22 mm or less / 2 weeks
4. The parameters describing when a Tree Watering Alert is necessary are to be considered only
   as guidelines. Human judgment shall be the final deciding factor.
5. The Alert Decision will include not only past weather conditions but also forecast conditions
   including both rainfall and temperature.
6. A rain event needs to have a minimum “depth” (i.e. how many mm) before it will be
   considered in the Alert Decision because of the ineffective amount of water provided by very
   light events. Trees require more than soil surface wetting.
7. The Alert is based on the water needs of the most vulnerable trees (i.e newly planted trees),
   but on a square meter of ground basis, translates equally well to larger trees.
8. It is estimated that if an Alert is cancelled and dry weather conditions occur once again, that
   it would be a minimum of 2.5 to 3 weeks before a subsequent Alert could be issued (i.e. just
   over two weeks to evaluate, plus time to roll out). This is deemed to be enough time to avoid
   the perception of the Alert being turned on and off too easily or frequently.

Tree Watering Alert will be Declared When =

Rainfall in the last 2 week period has been <= 22 mm,
AND
there is no promising short term forecast of adequate rain

Other Considerations in Deciding When to Declare Alert

1. If the weather has been, or is forecast is, one of high temperatures (over ~25 degrees C) the
   Alert may be instituted more quickly due to the current and expected stress on trees.
2. A single short deluge rain event within the last 2 weeks may be discounted in Alert Decision
   due to the low soil penetration and very possible localized effect.
3. If the weather forecast includes several days of very light rain (i.e. less than 5mm in 24hrs)
   the Alert may be nonetheless deferred if it is expected to cause public confusion.
4. The inherent 'delay' in the response of the media in being able to report and distribute the Alert should be considered. That is, it may take a day or two for any and all media channels to report the Alert and therefore the Alert may be called before the full two week period is up.

**Issuing the Alert**

1. In order, the following City personnel are responsible for deciding when an Alert shall be called or cancelled:
   i) Ivan Listar, Manager Urban Forestry
   ii) Rick Postma, Forestry Technologist
   iii) Sara Rowland, Urban Forestry Planner
2. The Alert shall be issued by such means as press release, posting on City website homepage, Twitter and Facebook.
3. The City shall ensure the Tree Watering Alert graphic is easily available to any partners or individuals who may want to spread word of the Alert.
4. Members of the Trees and Forest Advisory Committee shall be notified by email of the issuance of the Alert, including links to the press release or other information, in a format that can be easily forwarded to their personal networks and contacts.

**Continuing the Alert**

1. If the Alert condition persists more than 1.5 weeks, the City should undertake measures to remind Londoners that the Alert is still in place. This is especially important if several small but ultimately insufficient rain events have occurred during the Alert period.
2. Consideration should be given to using the easy and cost free resources such as Twitter and FaceBook to send out a reminder that the Alert is still in place, each Monday morning.
3. It is recognized that it is important to continually inform strategic partners such as ReForest London and UTRCA, or others, who may have the Alert posted on their website.

**Alert Will be Discontinued When**

At least 22mm of rain has fallen within the period of one week. AND

- The rain is judged to have fallen over enough time as to provide some soaking of the soil (i.e. was not so intense as to mostly run away instead of soak in)
- The rain is judged to have covered most of the City (i.e. is not judged to have been limited to only a specific portion of the City)

The discontinuation of the Alert is based on needing at least the Ideal Amount of rain (22mm/wk) in order to somehow compensate for the preceding dry Alert period. Anything less than the Ideal Amount would not be enough to re-hydrate the trees.

** Cancelling the Alert**

1. Notification of the Alert cancellation will be done via press release, Twitter and FaceBook etc. The notice shall contain a thank you to all Londoners who watered private and public trees during the Alert.
2. It is recognized that it is important to promptly inform strategic partners such as ReForest London and UTRCA, or others, who may have the Alert posted on their website.
3. Members of the Trees and Forest Advisory Committee shall be notified by email of the cancellation of the Alert.

**Review of Alert Functioning**

1. TFAC and City staff should review the functioning of the Tree Watering Alert at least each autumn to identify means of improvement or outright dysfunction.
2. The review should include the numerical thresholds for issuing and cancelling the alert, the frequency of alerts issued, the 'accuracy' with which Alerts were issued based on available rain data, and techniques for enhancing the public visibility and understanding of the Alert.

/end
Proposed Changes to TFAC Terms of Reference
(additions and deletions endorsed by TFAC)

Mandate

The Trees and Forests Advisory Committee shall provide input, advice and make recommendations to the Community and Neighbourhoods Committee and Council regarding the formation and implementation of London’s Urban Forest Strategy through three main areas:

Planning & Protection

- review the consistency of City policies, by-laws and guidelines with the current federal and provincial standards and current practices;
- provide advice on the development and monitoring of London’s Urban Forest Strategy;
- provide advice on City policies, by-laws and guidelines which affect trees
- work with the City’s Corporate Communications Division and the Culture Office to publicize the benefits and importance of the initiatives designed to achieve the objectives of the Municipal Council through such vehicles as the Urban Forest Strategy and the Creative Cities Task Force; and
- provide advice concerning the co-ordination of London’s efforts with adjacent municipalities with a view to maximizing the retention of existing trees, woodlands and natural areas to maximize the retention of existing trees, woodlands and natural areas.

Planting & Renewal

- encourage public participation in initiatives designed to achieve the objectives of the Municipal Council as identified in the Urban Forest Strategy;
- provide advice on the expansion and advertisement of City and community programs to support community planting initiatives;
- encourage the expansion of annual tree planting programs (parks, natural areas and streets) to meet demand;
- work with the Administration to pursue opportunities for federal, provincial and corporate funding for tree planting initiatives; and
- review the possibility of the City establishing long-term agreements for the purchase of trees and pursue opportunities for this purchase with landscaping and tree nursery companies.
- provide advice in support of the City’s role in its 10 year partnership undertaking ‘Million Tree Challenge’

Management & Maintenance

- provide advice on the development of a comprehensive plan for tree and forest management city-wide;
- support the retention and health of trees on private lands; and
- educate and build awareness of best practices for the maintenance and management of trees.
Composition

Voting Members

Maximum of thirteen (13) members consisting of:

Five (5) members-at-large with related expertise

One representative from each of the following:

- A local business association or trade related business
  - London Development Institute / London Home Builders Association
- Urban League of London
- An active community planting group
- University of Western Ontario with related expertise
- Fanshawe College with related expertise
- Middlesex-London Health Unit
- Environmental and Ecological Planning Advisory Committee
- Advisory Committee on the Environment

Non-Voting Resource Group

One representative from each of the following:

- City’s Chief Administrative Officer’s Department
- City’s Planning and Development Department - City Ecologist
- City’s Planning and Development Department - Urban Forester
- City’s Environmental and Engineering Services Department
- City’s Community Services Department
- Upper Thames River Conservation Authority
- Ministry of Natural Resources - London Office
- London Hydro

Term of Office

Concurrent with the term of the Municipal Council making the appointment.

NOTE: It is being recommended to the 2007-2010 Council that the initial term, which will expire November 30, 2006, be extended to November 30, 2010.

Appointment Policies/Applications

Appointments Policies

The members-at-large are appointed by the Municipal Council, on the recommendation of the Committee of the Whole.

The organizations nominate their representatives and the Municipal Council, on the recommendation of the Committee of the Whole, makes the appointment.

The Chair and Vice-Chair are elected by the Advisory Committee from among its Voting Members.
Advisory Committee appointments and operations are governed by Council Policy 5 - Advisory Committees which is available from the the Committee Secretary and is available online here www.xxxxxxxxx

Qualifications

Any person who has specific technical or related expertise and an interest in tree or forestry related issues may be appointed as a member-at-large or a Western or Fanshawe College representative. The representatives must be members or employees of the organizations they represent.

Applications

For member-at-large vacancies during the term of office, a Nominating Committee comprised of the Chair of the Community and Neighbourhoods Committee, the Chair of the Trees and Forests Advisory Committee and the Manager of Legislative Services shall be struck to review and recommend a candidate to fill the vacancy to the Committee of the Whole, for appointment by the Municipal Council. For representatives, the organizations nominate their representatives and the Municipal Council, on the recommendation of the Committee of the Whole, makes the appointment.

Persons interested in submitting an application for appointment may complete and submit the application form available on the City's website.

Meetings

The Committee shall meet four times annually monthly at City Hall, on a scheduled day and week the fourth Wednesday of the month at 12:15 pm and at such other times as might be required to deal with emergent business, at the call of the Chair. Advisory Committee reports can be accessed from Council & Committee Meeting Agenda Packages.

Time Commitment

Excellent attendance at monthly meeting is expected as the committee can not function without a quorum of members.

In addition to attending monthly meetings (which are usually about 2 hours), members are required to commit time in preparing themselves for the meeting by reading the Agenda Package which will include the reports, notices and topics the committee is to discuss.

Working group meetings are sometimes required between monthly meetings in order to review, discuss or undertake a specific issue or project.

Remuneration

No remuneration is paid to the Advisory Committee members.
4TH REPORT OF THE
COUNCIL HOUSING LEADERSHIP COMMITTEE

Meeting held on October 28, 2011, commencing at 12:15 p.m.

PRESENT: Councillor J. Swan (Chair), Councillors J. L. Baechler, M. Brown and H. L. Usher and B. Mercier (Acting Secretary).


REGRETS: Mayor J. Fontana and Councillor D. Brown.

I YOUR COMMITTEE RECOMMENDS:

1. (6) That, on the recommendation of the Director of Municipal Housing, with the concurrence of the Executive Director of Community Services, the proposed Investment in Affordable Housing (IAH) Program Delivery and Fiscal Plan, as outlined in the attached Appendix A, BE APPROVED, subject to the approval of the annual municipal budget during each of the program years of the IAH, up to and including 2014;

   it being noted that the Council Housing Leadership Committee reviewed and received the attached report, dated October 28, 2011, from the Director of Municipal Housing, with respect to this matter.

2. (7) That, on the recommendation of the Director of Municipal Housing, with the concurrence of the Executive Director of Community Services, the following actions be taken with respect to the Affordable Housing Capital Reserve Fund Policy, as it relates to the federal/provincial Investment in Affordable Housing Program (IAH):

   a) the proposed Affordable Housing Capital Reserve Fund per unit allocation increase from $15,000 of up to $55,000 per unit BE APPROVED for a total municipal commitment of up to $10,450,000; it being noted that this per unit increase is for projects approved under the IAH Program only;

   b) the previous municipal commitment of $2,580,000 BE UNEMCUMBERED within the Affordable Housing Capital Reserve Fund (AHCRF); it being noted the funds were previously allocated for three projects which were forwarded to the Province under previous programs but were not approved;

   c) the creation of a Municipal Rent Supplement Program BE APPROVED for up to forty-five (45) units at $200 per unit, per month, for a municipal commitment of $108,000 per year, for a period of three years, for a total municipal commitment of $324,000;

   d) the above-noted recommendations BE FORWARDED to the Community and Neighbourhoods Committee meeting to be held on November 15, 2011; and,

   e) the Civic Administration BE REQUESTED to provide an update and next steps on the Strategic Plan in recognition of the Municipal Council adopted Community Housing Strategy and the Community Plan on Homelessness and that recommendations be brought forward to address the predicted shortfall of 400 units in the strategies;

   it being noted that the Council Housing Leadership Committee reviewed and received the attached report, dated October 28, 2011, from the Director of Municipal Housing, with respect to this matter.

3. (5) That a Council Housing Leadership Committee (CHLC), as it currently exists, BE INCLUDED in any revisions to the City of London governance structure; it being noted that the CHLC reviewed and received a communication, dated June 10, 2011, from the City Clerk, with respect to the revised proposed governance structure.

Signed Copies are available in the City Clerks Office
II YOUR COMMITTEE REPORTS:

4. That the Council Housing Leadership Committee (CHLC) noted and filed the following:

3rd Report of the CHLC

(a) (1) the 3rd Report of the Council Housing Leadership Committee from its meeting held on May 10, 2011;

Habitat for Humanity London Inc.

(b) (2) a Municipal Council resolution adopted at its meeting held on May 9, 2011 with respect to a grant allocated to the Habitat for Humanity London Inc. for its 2010 builds;

Convert-to-Rent/Rehabilitation Assistance Program

(c) (3) a Municipal Council resolution adopted at its meeting held on May 30, 2011 with respect to the expansion of the Convert-to-Rent/Rehabilitation Assistance Program to include specific priority areas of the City of London;

Native Inter-Tribal Housing Cooperative

(d) (4) a Municipal Council resolution adopted at its meeting held on May 30, 2011 with respect to off-setting the municipal costs of the Native Inter-Tribal Housing Cooperative’s affordable housing proposal;

CMHC – Gradual Improvement in the Second Half of 2011

(e) (8) a communication, dated May 30, 2011, from the Canada Mortgage and Housing Corporation (CMHC), with respect to the gradual improvement of the London housing market in the second half of 2011; and,

LSTAR – May Market Improvement

(f) (9) a News Release, dated June 2, 2011, from the London St. Thomas Association of Realtors® (LSTAR), with respect to an improvement in the May housing market sales.

Next Meeting

5. That the next meeting of the Council Housing Leadership Committee will be held at the call of the Chair.

The meeting adjourned at 1:46 p.m.
INVESTMENT IN AFFORDABLE HOUSING
PROGRAM AND FISCAL DELIVERY PLAN for
THE CITY OF LONDON and MIDDLESEX COUNTY

The 2010 London’s Community Housing Strategy (LCHS) sets a target for 900 units of affordable housing through new construction, acquisition, affordable homeownership, and rent supplements/subsidies. Of these units, 375 are slated to be new construction or acquisition, 75 are to be affordable homeownership, and the remaining 450 can be a combination of different approaches depending on available resources. Within this target the intent is to develop units that are more affordable – such that someone on social assistance is likely to afford – through deeper subsidy in capital costs, thereby reducing operating costs and rent.

Within the target of 900, there are various sub-targets reflecting a range of community needs. The number of bedrooms per unit, needs of specific populations such as lone-parents, seniors, youth and Aboriginal people, and rent levels – are all examples of sub-targets.

In addition to this target of 900, which the City will assume responsibility for facilitating subject to available resources from other orders of government, a target of 300 supportive and/or alternative housing has been set for other orders of government, especially the Province of Ontario. This reflects the deeper support needs amongst some of the homeless and low-income population. It is within the purview of the Province to develop and provide operating funding for this type of housing. Collectively, the target is 1,200 units.

Reasons for Selected IAH Program Components and Expected Results

Rental Housing: Total capital subsidy from government up to $115,000 per unit resulting in the creation of one hundred and ninety (190) new one-bedroom units for households without dependents utilizing a “Housing First” approach. Households without dependents can include persons with disabilities, working poor, Aboriginal people, and recent immigrants. The new rental units can be either new build or acquisition/rehab. The cost of the rental housing component is proposed at $11,460,808 in federal/provincial capital funding and $10,450,000 in municipal capital funding.

Affordable Homeownership: The LCHS recommends 75 affordable homeownership units. In the fall of 2010, the City of London provided funding for forty-nine (49) households under its local Affordable Homeownership Program leaving twenty-seven (27) units to meet our target. Based on the evaluation of the 2010 program, it is recommended that for the IAH Homeownership component, the maximum house price be increased $145,000 in order to ensure sufficient supply in the market. All other program requirements would remain the same as in 2010. The cost of the Homeownership component will be $145,000 X 8% = $11,600 X 27 units = $313,200

Ontario Renovates: Modifications to increase accessibility related to housing and reasonably related to the occupant’s disability including: ramps, handrails, chair and bath lifts, height adjustments to countertops, and cues for doorbells/fire alarms.

Other eligible costs may include labour and applicable taxes, building permits, legal fees, certificates, appraisal fees, inspection fees, drawing and specification and any other costs that the SM deems reasonable and that are agreed to by the ministry.

Funding for accessibility repairs made to a home and/or unit, up to a maximum of $3,500 is in the form of a grant and does not require repayment.
The cost of the Ontario Renovates component is estimated at $3,500 per-unit as a grant for accessibility for seniors and persons with disabilities, resulting in a total of eighty-five (85) units: twenty-eight (28) units in Year 2, twenty-eight (28) units Year 3 and twenty-nine (29) units in Year 4. The cost of the Ontario Renovates Grant program is proposed at $297,500.

**Rent Supplement:** Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. Unlike previous programs, this rent supplement component allows in-situ arrangements. Households in receipt of rent-gearred-to-income are not eligible to participate.

Housing Allowance is paid directly to the client household to help offset rental costs. Housing allowance payments could impact client's existing benefit programs, causing a claw back in other benefits, therefore a Housing Allowance program is not being contemplated at this time.

The cost of the Rent Supplement component will be: $200 per-unit X 12 months X 105 units per year = $252,000 X 5 years = $1,260,000 = $1,261,955. The funding is booked one-time with the province in Year 3, and must be extended over five (5) years.

### Planned Commitments

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<th>IAH Component</th>
<th>Number of Units</th>
<th>2012-2013</th>
<th>2013-2014</th>
<th>2014-2015</th>
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<tr>
<td></td>
<td></td>
<td>Year 2 $</td>
<td>Year 3 $</td>
<td>Year 4 $</td>
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<tr>
<td>Federal/Provincial $</td>
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<td>5,621,351</td>
<td>2,441,213</td>
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<td>Ontario Renovates</td>
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<td>(98,000)</td>
<td>(101,500)</td>
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<td>(113,461)</td>
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<td>Rent Supplement</td>
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<td>(1,261,955)</td>
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<td>Balance F/P $</td>
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<td>New Rental F/P $</td>
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<td>(4,147,935)</td>
<td>(2,226,253)</td>
<td>(11,460,808)</td>
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<td>Balance F/P $</td>
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<td>0</td>
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<tr>
<td>AHCRF $</td>
<td>4,573,380</td>
<td>3,787,065</td>
<td>2,028,747</td>
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<td>New Rental F/P+ AHCRF</td>
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<td>69 units</td>
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<td>Total Units requiring F/P</td>
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<td>City Rent Supplement</td>
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<td>Total City Funding</td>
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<td>Total Units</td>
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</table>

AHCRF is the City of London contribution from its Affordable Housing Capital Reserve Fund.

For New Rental:
Federal / Provincial funding per unit = $60,555 year 2; $60,115 year 3; and $60,169 year 4
AHCRF Municipal Funding per unit = $54,445 year 2; $54,885 year 3; and $54,831 year 4

Signed Copies are available in the City Clerks Office
TO: CHAIR AND MEMBERS
COUNCIL HOUSING LEADERSHIP COMMITTEE
MEETING ON
OCTOBER 28, 2011

FROM:
L. STEVENS
DIRECTOR OF MUNICIPAL HOUSING
COMMUNITY SERVICES DEPARTMENT

SUBJECT: INVESTMENT IN AFFORDABLE HOUSING FOR ONTARIO
APPROVAL OF PROGRAM DELIVERY & FISCAL PLAN

RECOMMENDATION

That, on the recommendation of the Director of Municipal Housing, with the concurrence of the Executive Director of Community Services, the proposed Investment in Affordable Housing (IAH) Program Delivery and Fiscal Plan, as outlined in Appendix A, BE APPROVED, subject to the approval of the municipal budget during the program years of the IAH, up to and including 2014.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Council Housing Leadership Committee
May 25, 2010 – London Community Housing Strategy Update

February 8, 2011 – City of London Affordable Homeownership Program

Community & Neighbourhoods Committee
October 18, 2011 – Investment in Affordable Housing for Ontario, Approval of Administration Agreement

BACKGROUND

INVESTMENT IN AFFORDABLE HOUSING FOR ONTARIO

The federal and provincial program for the creation and repair of affordable housing over four years is called Investment in Affordable Housing for Ontario (IAH). The IAH provides extra flexibility, with accountability, to municipal Service Managers to deliver affordable housing in our communities. The City of London is the Service Manager for the city as well as for Middlesex County. The City of London signed an Administration Agreement with the Province in order to participate in any component of the IAH.

As per the Administration Agreement and Canada Mortgage and Housing Corporation (CMHC) reporting requirements, Service Managers are required to develop and submit a Council-approved Program Delivery and Fiscal Plan (PDFP) that will outline how their annual funding allocations will be used over the life of the IAH program. Service Managers are required to report quarterly on the outcomes of the program components they elect to participate in and their financial commitments as set out in the PDFP. The PDFP must be approved by the ministry prior to receiving and IAH funding.
The PDFP will identify the following, for each year of the program:

- The IAH components that the Service Manager will deliver
- The number of units that are expected to be delivered under the selected components
- The number of households that are expected to be assisted under the selected components
- The client groups that will be targeted under the selected components
- The amount of funding from each year’s funding allocation that will be used for the selected components; and
- The amount of funding that will be used for administration fees.

The ministry will use the PDFP to track each Service Manager’s progress against its allocation and will use this information to report back to CMHC. The PDFP must be submitted to the ministry for approval no later than February 28, 2012.

PROGRAM COMPONENTS

The IAH offers the following program components to Service Managers: Rental Housing; Homeownership; Rent Supplement; Housing Allowance and Ontario Renovates. Service Managers may select which components to deliver each year using the annual funding allocation.

Rental Housing

Project eligibility criteria include new construction, including additions and renovations; acquisition and rehabilitation and conversion of non-residential buildings or units into purpose-built rental buildings/units. Construction of new rental housing on social housing lands may also be eligible provided that the appropriate consent is acquired and that it does not receive any ongoing federal subsidies. Projects that are also not eligible include: secondary suites in owner-occupied housing, nursing or retirement homes, shelter and crisis care facilities and owner-occupied housing.

Units must be modest in size and amenities relative to other housing in the community and must be self contained to receive full funding per unit. Rents for the units must be affordable at or below 80% of the CMHC Average Market Rent at the time of occupancy.

Projects must start within 120 days of signing a Municipal Contribution Agreement and municipalities are required to reduce the property tax rate for rental housing projects at a rate equivalent to or below the single residential rate for the area.

Homeownership

The requirements of the Homeownership component remain the same as previous programs, except for a modest increase of $5,000 to the local maximum house price.

Rent Supplement and Housing Allowance

The Rent Supplement and the Housing Allowance component are designed to help address affordability issues of households in need. Should a Service Manager wish to deliver this component, the funding is booked one–time with the province and can be extended for up to 10 years, but no later than March 31, 2023. As both components are considered operating, switching between components can occur by advising the Ministry of Municipal Affairs & Housing (MMAH) during quarterly update reports.
Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. Unlike previous programs, this rent supplement component allows in-situ arrangements. Units occupied by applicant households can be eligible. Households in receipt of rent-geared-to-income or housing allowances are not eligible to participate.

Housing Allowance is paid directly to the client household to help offset rental costs. Households in receipt of rent-geared-to-income or rent supplement are not eligible to participate. Households must be on, or eligible to be on, social housing waiting lists or have a gross household income that falls below the Household Income Limits published by CMHC. Income testing is required for continued eligibility. Housing allowance payments could impact client's existing benefit programs, causing a claw back in other benefits.

Ontario Renovates

Ontario Renovates replaces the CMHC Residential Rehabilitation Assistance Program (RRAP) beginning Year 2 of the IAH program. Ontario Renovates allows Service Managers the flexibility to target renovation and rehabilitation projects to address local needs in affordable ownership and rental properties. Some of the objectives of this component include: improving the living condition of households in need through financial assistance to repair deficiencies; fostering independent living of seniors and persons with disabilities by providing financial assistance to support modifications and adaptations to increase accessibility; to increase the supply of affordable rental housing by providing assistance to create secondary suites in existing single family homes.

Nursing homes, shelters (except those that house victims of family violence), crisis care facilities (including hostels), projects receiving capital support from the Ministry of Health & Long-Term Care or the Ministry of Community & Social Services and social housing defined under the Housing Services Act 2011 are not eligible for Ontario Renovates funding.

Funding is in the form of a forgivable loan based on approved work items and must not exceed $25,000 per-unit in a Service Manager area. The period of forgiveness is 10 years at an equal rate per year over the affordability period. Funding for accessibility repairs, up to $3,500 per-unit, is in the form of a grant and does not require repayment.

LONDON COMMUNITY HOUSING STRATEGY

The London Community Housing Strategy (LCHS) was approved by Municipal Council in June 2010 and will guide the City up to December 31, 2015.

It was developed through key informant interviews, a local initiatives survey, review of relevant academic and grey literature, analysis of available documentation and data, review of practices in other jurisdictions, open houses and action-oriented consultation sessions have all informed the content of the LCHS. What has been learned through the process has been married to evidence-based and evidence-informed practices and analysis for the LCHS.

London's Community Housing Strategy sets a target for 900 units of affordable housing through new construction, acquisition, affordable homeownership, and rent supplements/subsidies. Of these units, 375 are slated to be new construction or acquisition, 75 are to be affordable homeownership, and the remaining 450 can be a combination of different approaches depending on available resources. Within this target the intent is to develop units that are more affordable – such that someone on social assistance is likely to afford – through deeper subsidy in capital costs, thereby reducing operating costs and rent.

Within the target of 900, there are various sub-targets reflecting a range of community needs. The number of bedrooms per unit, needs of specific populations such as lone-parents, seniors, youth and Aboriginal people, and rent levels – are all examples of sub-targets.
In addition to this target of 900, which the City will assume responsibility for facilitating subject to available resources from other orders of government, a target of 300 supportive and/or alternative housing has been set for other orders of government, especially the Province of Ontario. This reflects the deeper support needs amongst some of the homeless and low-income population. It is within the purview of the Province to develop and provide operating funding for this type of housing. Collectively the target is 1,200 units to be committed on or before December 31, 2015.

In order to demonstrate the City’s commitment to a housing continuum and acknowledging the City's role as a partner with other orders of government, the LCHS recommends that London continue to invest money from the municipal tax base into the creation of new affordable housing, in line with the London Community Housing Strategy. This can be accomplished by continuing the investment of $2M in the Housing Division budget for affordable housing and using the municipal $2M investment in affordable housing as leverage with other orders of government.

**ALLOCATION OF IAH FUNDING TO CITY OF LONDON AS SERVICE MANAGER**

The IAH is a 4 year program that will end March 31, 2015. Year 1 (2011-12) is a transitional year. The full program will be delivered in Years 2 to 4 (2012-13 to 2014-15).

Each Service Manager received a notional funding allocation based on its share of the province’s households and the number of households in core need in its area. The funding allocation is broken down by fiscal year and is provided on a “use it or lose it” basis. Funds that are not committed by a contract by December 31 of each year will lapse; there is no moving of funds between fiscal years permitted under IAH.

The City of London allocation is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 2 2012-2013</th>
<th>Year 3 2013-2014</th>
<th>Year 4 2014-2015</th>
<th>Total Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,611,306</td>
<td>$5,621,351</td>
<td>$2,441,213</td>
<td>$13,673,870</td>
</tr>
</tbody>
</table>

Funding that is not committed by December 31 in each year may be re-allocated to another Service Manager. Any funding that is re-allocated from a Service Manager will be deducted from that Service Manager’s total overall allocation, but conversely, any Service Manager receiving re-allocated funding will have that funding added to their overall allocation. We are anticipating that our local processes will enable us to request funds available for re-allocation where possible.

**AFFORDABLE HOUSING CAPITAL RESERVE FUND POLICY**

Municipal forgivable loans from the Affordable Housing Capital Reserve Fund (AHCRF) may be applied to capital costs for new affordable housing projects.

**Proposed Allocation Levels from AHCRF under IAH**

$2M is added to the AHCRF annually, subject to the approval of the budget by Council. In order to maximize the number of units that can be created within the IAH envelope, the contribution from the City of London Affordable Housing Capital Reserve Funds must increase to allow sufficient capital subsidy to meet the average subsidy cost of $115,000 per-unit to create new affordable housing in London. This matter is dealt with in a separate report to the Council Housing Leadership Committee. Proponents applying for IAH funding in the County of Middlesex must approach the municipality in which they plan to build for capital funding subsidy to supplement the final agreed upon federal/provincial average subsidy per-unit under our Program.
PROGRAM FISCAL AND DELIVERY PLAN

<table>
<thead>
<tr>
<th>IAH Component</th>
<th>Funding recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent Supplement</td>
<td>$200 per-unit X 12 months X 105 units per year = $252,000 X 5 years = $1,260,000</td>
</tr>
<tr>
<td>Ontario Renovates</td>
<td>$3,500 per-unit as a grant for accessibility for seniors &amp; for disabled persons / 85 units</td>
</tr>
<tr>
<td>Homeownership</td>
<td>Maximum house price $145,000 X 8% (5% down payment assistance + 3% closing costs) = $116,600 X 27 units = $313,200</td>
</tr>
<tr>
<td>Administration Fee</td>
<td>As per current contract (RFP10-04)</td>
</tr>
<tr>
<td>Rental - Federal/Provincial (F/P) and Municipal (AHCRF)</td>
<td>Total capital subsidy from government up to $115,000 per-unit</td>
</tr>
</tbody>
</table>

After careful examination of several options based on possible funding and consistent with the London Community Housing Strategy, civic administration recommends the following as the proposed spending plan under the Investment in Affordable Housing Program, subject to approval of the 2012, 2013 and 2014 municipal budgets.

This Program and Fiscal Delivery Plan (PDFP) includes a new Municipal Rent Supplement Program, to enhance our “Housing First” approach as described in the 2010 London Community Housing Strategy. The PDFP also assumes that the $2M per year for the Affordable Housing Capital Reserve Fund (AHCRF) is approved during the future budget years of the IAH (up to and including 2014) and assumes a larger municipal contribution per unit to the IAH.

<table>
<thead>
<tr>
<th>IAH Component</th>
<th>Number of Units</th>
<th>2012-2013</th>
<th>2013-2014</th>
<th>2014-2015</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal/Provincial $</td>
<td>5,611,306</td>
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<td></td>
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<tr>
<td>Ontario Renovates</td>
<td>85</td>
<td>(98,000)</td>
<td>(98,000)</td>
<td>(101,500)</td>
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<tr>
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<tr>
<td>Administration</td>
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<td>(340,407)</td>
</tr>
<tr>
<td>Rent Supplement</td>
<td>105</td>
<td>(1,261,955)</td>
<td></td>
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</tr>
<tr>
<td>Balance F/P $</td>
<td>5,086,620</td>
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<td>New Rental F/P $</td>
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<td></td>
</tr>
<tr>
<td>Balance of F/P $</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>AHCRF $</td>
<td>4,573,380</td>
<td>3,787,065</td>
<td>2,028,747</td>
<td>10,389,192</td>
<td></td>
</tr>
<tr>
<td>New Rental ↓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F/P+ AHCRF</td>
<td>190</td>
<td>84 units</td>
<td>69 units</td>
<td>37 units</td>
<td></td>
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<td>108,000</td>
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<td>Total Units</td>
<td>452</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For New Rental:
Federal / Provincial funding per-unit = $60,555 year 2; $60,115 year 3; and $60,169 year 4
AHCRF Municipal Funding per-unit = $ 54,445 year 2; $54,885 year 3; and $54,831 year 4

Signed Copies are available in the City Clerks Office.
Under this proposed PDFP, the City retains $1,222,808 in the AHCRF to assist with other programs such as Convert-to-Rent / Rehabilitation Program, the City’s Housing Partnership Policy, funding of $5,000 per unit for accessible units, marketing of new programs i.e. Renovation Program for Seniors & Persons with Disabilities, the municipal Rent Supplement Program as well as future programs.

Further to the annual approval by Municipal Council of $2M to the Affordable Housing Capital Reserve Fund (AHCRF), there is no additional impact on the municipal levy as the municipal funding for the creation of affordable housing units is drawn down from the AHCRF.

RECOMMENDATION

After careful examination of available options, based on possible funding, consistent with the 2010 Council-approved London Community Housing Strategy, civic administration recommends that the Program and Fiscal Delivery Plan for the City of London and County of Middlesex, as attached in Appendix A, subject to approval of the 2012, 2013 and 2014 municipal budgets, be forwarded to the Ministry of Municipal Affairs and Housing for approval.

FINANCIAL IMPACT

In order to demonstrate the City’s commitment to a housing continuum and acknowledging the City's role as a partner with other orders of government, the City of London should continue the capital investment of $2M from the municipal tax base into the creation of new affordable housing, in line with the Council-approved London Community Housing Strategy.

Further to the annual approval by Municipal Council of $2M to the Affordable Housing Capital Reserve Fund, there is no additional impact on the municipal levy as municipal funding for the creation of affordable housing units is drawn down from the Affordable Housing Capital Reserve Fund.

It should be noted that only federal/provincial funding will be allocated to approved project proposals in the County. Proposals in Middlesex County are not eligible for funding from the City of London Affordable Housing Capital Reserve Fund. Proponents must approach their local council directly to request additional support for their project for items such as municipal capital funding, land, development charges, building permit fees and planning approval fees.

ACKNOWLEDGMENTS

This report was prepared with the assistance of Neil Watson, Housing Development Consultant, his Associate Isabel da Rocha and Melissa Gascon, Affordable Housing Development Coordinator.
INVESTMENT IN AFFORDABLE HOUSING
PROGRAM AND FISCAL DELIVERY PLAN for
THE CITY OF LONDON and MIDDLESEX COUNTY

The 2010 London’s Community Housing Strategy (LCHS) sets a target for 900 units of affordable housing through new construction, acquisition, affordable homeownership, and rent supplements/subsidies. Of these units, 375 are slated to be new construction or acquisition, 75 are to be affordable homeownership, and the remaining 450 can be a combination of different approaches depending on available resources. Within this target the intent is to develop units that are more affordable – such that someone on social assistance is likely to afford – through deeper subsidy in capital costs, thereby reducing operating costs and rent.

Within the target of 900, there are various sub-targets reflecting a range of community needs. The number of bedrooms per unit, needs of specific populations such as lone-parents, seniors, youth and Aboriginal people, and rent levels – are all examples of sub-targets.

In addition to this target of 900, which the City will assume responsibility for facilitating subject to available resources from other orders of government, a target of 300 supportive and/or alternative housing has been set for other orders of government, especially the Province of Ontario. This reflects the deeper support needs amongst some of the homeless and low-income population. It is within the purview of the Province to develop and provide operating funding for this type of housing. Collectively, the target is 1,200 units.

Reasons for Selected IAH Program Components and Expected Results

Rental Housing: Total capital subsidy from government up to $115,000 per unit resulting in the creation of one hundred and ninety (190) new one-bedroom units for households without dependents utilizing a “Housing First” approach. Households without dependents can include persons with disabilities, working poor, Aboriginal people, and recent immigrants. The new rental units can be either new build or acquisition/rehab. The cost of the rental housing component is proposed at $11,460,808 in federal/provincial capital funding and $10,450,000 in municipal capital funding.

Affordable Homeownership: The LCHS recommends 75 affordable homeownership units. In the fall of 2010, the City of London provided funding for forty-eight (48) households under its local Affordable Homeownership Program leaving twenty-seven (27) units to meet our target. Based on the evaluation of the 2010 program, it is recommended that for the IAH Homeownership component, the maximum house price be increased $145,000 in order to ensure sufficient supply in the market. All other program requirements would remain the same as in 2010. The cost of the Homeownership component will be $145,000 X 8% = $11,600 X 27 units = $313,200.

Ontario Renovates: Modifications to increase accessibility related to housing and reasonably related to the occupant’s disability including: ramps, handrails, chair and bath lifts, height adjustments to countertops, and cues for doorbells/fire alarms. Other eligible costs may include labour and applicable taxes, building permits, legal fees, certificates, appraisal fees, inspection fees, drawing and specification and any other costs that the SM deems reasonable and that are agreed to by the ministry.

Funding for accessibility repairs made to a home and/or unit, up to a maximum of $3,500 is in the form of a grant and does not require repayment.
The cost of the Ontario Renovates component is estimated at $3,500 per-unit as a grant for accessibility for seniors and persons with disabilities, resulting in a total of eighty-five (85) units: twenty-eight (28) units in Year 2, twenty-eight (28) units Year 3 and twenty-nine (29) units in Year 4. The cost of the Ontario Renovates Grant program is proposed at $297,500.

Rent Supplement: Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. Unlike previous programs, this rent supplement component allows in-situ arrangements. Households in receipt of rent-geared-to-income are not eligible to participate.

Renting Allowance is paid directly to the client household to help offset rental costs. Housing allowance payments could impact client’s existing benefit programs, causing a claw back in other benefits, therefore a Housing Allowance program is not being contemplated at this time. By providing rent supplement directly to landlords, households on social assistance can participate without personal penalty. It is anticipated that the Rent Supplement component will assist households under a “Housing First” model to access rental units that are affordable to them while they receive the required support for a successful tenancy from appropriate support agencies. The target households include people from shelter including singles, families, working poor, Aboriginal people, persons with disabilities and recent immigrants.

The cost of the Rent Supplement component will be: $200 per-unit X 12 months X 105 units per year = $252,000 X 5 years = $1,261,955. The funding is booked one-time with the province in Year 3, and must be extended over five (5) years.

### Planned Commitments

<table>
<thead>
<tr>
<th>IAH Component</th>
<th>Number of Units</th>
<th>2012-2013</th>
<th>2013-2014</th>
<th>2014-2015</th>
<th>Total</th>
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<td>84 units</td>
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<td>37 units</td>
<td></td>
</tr>
<tr>
<td>Total Units requiring F/P $</td>
<td>407</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Rent Supplement</td>
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</tbody>
</table>

AHCRF is the City of London contribution from its Affordable Housing Capital Reserve Fund.

For New Rental:
Federal / Provincial funding per unit = $60,555 year 2; $60,115 year 3; and $60,169 year 4
AHCRF Municipal Funding per unit = $54,445 year 2; $54,885 year 3; and $54,831 year 4
TO: CHAIR AND MEMBERS
COUNCIL HOUSING LEADERSHIP COMMITTEE
MEETING ON
OCTOBER 28, 2011

FROM: L. STEVENS
DIRECTOR OF MUNICIPAL HOUSING
COMMUNITY SERVICES DEPARTMENT

SUBJECT: CHANGES TO THE AFFORDABLE HOUSING CAPITAL RESERVE FUND POLICY FOR PARTICIPATION IN THE INVESTMENT IN AFFORDABLE HOUSING PROGRAM

RECOMMENDATION

That, on the recommendation of the Director of Municipal Housing, with the concurrence of the Executive Director of Community Services, the following actions BE TAKEN regarding the Affordable Housing Capital Reserve Fund Policy as it relates to the federal/provincial Investment in Affordable Housing Program:

a) The proposed Affordable Housing Capital Reserve Fund per unit allocation increase from $15,000 to up to $55,000 per-unit BE APPROVED for a total municipal commitment of up to $10,450,000; it being noted that this per unit increase is for projects approved under the Investment in Affordable Housing (IAH) Program only.

b) The municipal commitment of $2,580,000 for three projects forwarded to the Province under previous programs but not approved BE UNENCUMBERED within the Affordable Housing Capital Reserve Fund (AHCRF).

c) The creation of a Municipal Rent Supplement Program BE APPROVED for up to forty-five (45) units at $200 per-unit per month, for a municipal commitment of $108,000 per year for a period of three years, for a total municipal commitment of $324,000.

d) These recommendations BE FORWARDED to the Community & Neighbourhoods Committee on November 15, 2011, along with a Sources of Financing Report.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Council Housing Leadership Committee
May 11, 2006 – Revised Affordable Housing Capital Reserve Fund Criteria
July 20, 2009 - Recommendations for Proposals to go Forward under the Canada-Ontario Affordable Housing Program and the Federal/Provincial Economic Stimulus Package
May 25, 2010 – London Community Housing Strategy Update
October 28, 2011 – Investment in Affordable Housing for Ontario, Approval of Program Delivery and Fiscal Plan
BACKGROUND

PROJECTS FORWARDED TO THE PROVINCE UNDER PREVIOUS PROGRAMS BUT NOT APPROVED

In November 2009, Municipal Council approved the following project proposals received under the Canada-Ontario Affordable Housing Program (AHP) 2009 Extension Request for Proposals RFP 09-27 - Later Starts:

1. The Hampton Group, for a municipal allocation of $15,000 per unit for thirty nine (39) AHP units plus $5,000 per unit for accessibility for a total municipal allocation of $780,000 for a thirty nine (39) AHP unit seniors’ project located at 162 Wortley Road;

2. The London Property Corporation, for a municipal allocation of $15,000 per unit for seventy eight (78) AHP units plus $5,000 per unit for accessibility for a total municipal allocation of $1,560,000 for a seventy eight (78) AHP unit seniors’ project located at 2635 Bateman Trail;

The City of London submitted the above-noted project proposals to the Province for program funding approval under the Canada-Ontario Affordable Housing Program (AHP) 2009 Extension, Year Two Funding, along with project proposals previously approved by Council on July 27, 2009 under EOI 09-11 but not yet approved by the Province.

This included a proposal from the Interra Management Group, originally submitted to the Province in September 2009 and resubmitted in February 2010, for 12 affordable housing units+ 4 market rent units at 181 King Street. The municipal allocation for this proposal was approved at $240,000.

The Canada-Ontario Affordable Housing Program (AHP) 2009 Extension, Year Two Funding did not provide a notional funding allocation to Service Managers. The Province indicated that they wanted proposals that would create employment and that should be “shovel ready”, properly zoned and able to start construction within 30 days of approval. The message was “use it or lose it” or Ontario would lose the funding to another province.

The three above-noted London proposals were not approved by the Province as the strict criteria, i.e. appropriate zoning, etc. were not met. Subsequently the property at 181 King Street was sold, the proposal for 162 Wortley Road was withdrawn as the proponent proceeded with the project privately and the conditional purchase agreement for the property on Bateman Trail has elapsed.

Therefore the municipal commitment of $2,580,000 for the three above-noted proposals can be unencumbered within the Affordable Housing Capital Reserve Fund.

AFFORDABLE HOUSING CAPITAL RESERVE FUND POLICY

The purpose of the Affordable Housing Capital Reserve Fund (AHCRF) is to provide capital funding, in the form of forgivable loans, on a per unit basis to eligible not-for-profit organizations, the private sector and partnerships of not-for-profit organizations and the private sector to assist in the development of affordable permanent housing targeted to low income individuals or families determined to be in deep core housing need.

The intent of the funding is to create an environment in which the private sector and community providers will be willing and able to develop affordable housing that does not involve direct City operating subsidies, for people with a range of housing needs that are not currently being met in the market. Partnerships between the private sector and not-for-profit organizations will be encouraged.
It is not intended that the AHCRF will serve as a sole source of funding support for affordable housing projects. Contributions from the Reserve Fund are intended to supplement funding or in-kind supports provided by senior levels of government, sponsor groups, service providers, businesses, community organizations and private donors.

Contributions from the Affordable Housing Capital Reserve Fund are to the total project. There will be no phase funding (i.e. land acquisition only). Forgivable loans from the Affordable Housing Capital Reserve Fund may be applied to the following project capital costs: construction costs for the development of new affordable housing or the rehabilitation or conversion of existing buildings for affordable housing including acquisition of land and buildings.

Costs associated with the cost of affordable housing development including architectural, legal, engineering and project management fees; development charges and building permit fees; park fees; connect fees; and interest charges.

The annual municipal contribution to the AHCRF has been $2M. Future contributions to the Affordable Housing Capital Reserve Fund are subject to approval by Municipal Council during its annual budget deliberations

Current Allocation Levels under AHCRF

Under the current Affordable Housing Capital Reserve Fund Policy, contributions to selected projects may be approved in amounts up to $15,000 per-unit. Such funding will be in the form of a forgivable loan and may be used for municipal fees or charges and for capital costs. Recognizing the additional costs to maintain supportive housing units for the full agreement term, the contribution from the AHCRF may be in amounts up to $15,000 in capital funding per supportive housing unit plus funding to offset municipal fees or charges as well as the cost of development charges.

Under the City of London Accessibility Plan, the City provides a $5,000 grant per accessible unit (units adapted for wheelchair access) to proponents as incentive to build accessible units in affordable housing projects.

Proposed Allocation Levels from AHCRF under the Investment in Affordable Housing Program (IAH)

In order to maximize the number of units that can be created within the IAH envelope, the contribution from the City of London Affordable Housing Capital Reserve Funds must increase. This increase must allow sufficient capital subsidy to meet the average subsidy cost of $115,000 per-unit required to create new affordable housing in London. Proponents applying for IAH funding in the County of Middlesex must approach the municipality in which they plan to build for capital funding subsidy to supplement the final agreed upon federal/provincial average subsidy per-unit under our Program.

Amount of Possible Municipal Funding from the AHCRF

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHCRF Credits (see above)</td>
<td>$ 2,580,000</td>
</tr>
<tr>
<td>Balance as at May 31, 2011</td>
<td>$ 3,356,000</td>
</tr>
<tr>
<td>Budget projected for 2012</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>Budget projected for 2013</td>
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</tr>
<tr>
<td>Budget projected for 2014</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td><strong>Total AHCRF for period of IAH</strong></td>
<td><strong>$11,936,000</strong></td>
</tr>
</tbody>
</table>
After careful examination of several options, based on possible funding, and consistent with the London Community Housing Strategy, civic administration has recommended a proposed spending plan under the Investment in Affordable Housing Program, subject to approval of the 2012, 2013 and 2014 municipal budgets.

Please refer to the October 28, 2011 Council Housing Leadership Committee Report - Investment in Affordable Housing for Ontario, Approval of Program Delivery and Fiscal Plan (PDFP) for the full report on the recommended plan. The PDFP creates a total of 452 units. 235 of those units will require municipal funding (see chart below).

The PDFP assumes that the $2M per year for the Affordable Housing Capital Reserve Fund (AHCRF) is approved during the future budget years of the IAH (up to and including 2014), assumes the creation of a municipal Rent Supplement program and assumes a larger municipal contribution per unit to the IAH.

<table>
<thead>
<tr>
<th>IAH Investment in Affordable Housing</th>
<th>Number of Units</th>
<th>2012-2013 Year 2 $</th>
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<td>AHCRF $ for Rental Component</td>
<td>4,573,380</td>
<td>3,787,065</td>
<td>2,028,747</td>
<td>10,389,192</td>
<td></td>
</tr>
<tr>
<td>F/P+ AHCRF Rental Component</td>
<td>190</td>
<td>84 units</td>
<td>69 units</td>
<td>37 units</td>
<td></td>
</tr>
<tr>
<td>City Rent Supplement</td>
<td>45</td>
<td>108,000</td>
<td>108,000</td>
<td>108,000</td>
<td>324,000</td>
</tr>
<tr>
<td><strong>Total City Funding</strong></td>
<td><strong>4,681,380</strong></td>
<td><strong>3,895,065</strong></td>
<td><strong>2,136,747</strong></td>
<td><strong>10,713,192</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Units which include a City $ Contribution</strong></td>
<td><strong>235</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IAH Rental Component:**
Federal / Provincial funding per-unit = $60,555 year 2; $60,115 year 3; and $60,169 year 4
AHCRF Municipal Funding per-unit = $54,445 year 2; $54,885 year 3; and $54,831 year 4

The following chart illustrates the available municipal funding for this proposed plan:

<table>
<thead>
<tr>
<th>$</th>
<th>IAH Year 2</th>
<th>IAH Year 3</th>
<th>IAH Year 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHCRF Credits (see chart on previous page)</td>
<td>2,580,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance as at May 31, 2011</td>
<td>3,356,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total available in 2011</td>
<td>5,936,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget projected for 2012</td>
<td>2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total available in 2012</strong></td>
<td><strong>7,936,000</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHCRF to be used for year 2</td>
<td>(4,573,380)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHCRF for City Rent Supplement</td>
<td>(108,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance Forward</td>
<td>3,254,620</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget projected for 2013</td>
<td>2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total available in 2013</strong></td>
<td><strong>5,254,620</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHCRF to be used for year 3</td>
<td>(3,787,065)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHCRF for City Rent Supplement</td>
<td>(108,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance Forward</td>
<td>1,359,555</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget projected for 2014</td>
<td>2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total available in 2014</strong></td>
<td><strong>3,359,555</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHCRF to be used for year 4</td>
<td>(2,028,747)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AHCRF for City Rent Supplement</td>
<td>(108,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance remaining in AHCRF</td>
<td>1,222,808</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
$1,222,808 is retained to assist with other programs such as Convert-to-Rent / Rehabilitation Program, the Housing Partnership Policy, funding of $5,000 per unit for accessible units, marketing new programs i.e. Renovation Program for Seniors & Persons with Disabilities & the municipal Rent Supplement Program, as well as future programs.

Further to the approval annually by Municipal Council of $2M to the Affordable Housing Capital Reserve Fund (AHCRF), there is no additional impact on the municipal levy as the municipal funding for the creation of affordable housing units is drawn down from the AHCRF.

CITY RENT SUPPLEMENT

Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. The Rent Supplement component of the federal/provincial IAH Program is time limited, reducing the flexibility required when households enter and leave the program. A municipally controlled Rent Supplement program will allow for a more accommodating tenant exit strategy as the federal/provincial components winds down.

RECOMMENDATION

1. It is recommended that the municipal commitment of $2,580,000 for three projects forwarded to the Province under previous programs, but not approved, be unencumbered within the Affordable Housing Capital Reserve Fund (AHCRF).

2. It is recommended that the City of London create its own Rent Supplement Program for up to a total of forty-five (45) units at $200 per-unit for a total of $108,000 per year for three years for a total municipal allocation of $324,000.

3. In order to provide up to $115,000 per unit in capital funding for the creation of new affordable housing, municipal capital funding per unit from the Affordable Housing Capital Reserve Fund (AHCRF) should be increased from $15,000 per unit to up to $55,000 per unit for a maximum municipal commitment of up to $10,450,000; it being noted that this per unit increase is for projects approved under the Investment in Affordable Housing (IAH) Program only.

FINANCIAL IMPACT

The municipal commitment of $2,580,000 for three projects forwarded to the Province under previous programs but not approved can be unencumbered within the Affordable Housing Capital Reserve Fund (AHCRF).

In order to demonstrate the City's commitment to a housing continuum and acknowledging the City's role as a partner with other orders of government, the City of London should continue the capital investment of $2M from the municipal tax base into the creation of new affordable housing, in line with the Council-approved London Community Housing Strategy.

In order to maximize the number of units that can be created within the IAH envelope, the contribution from the City of London AHCRF must increase. This increase must allow sufficient capital subsidy to meet the average subsidy cost of $115,000 per-unit required to create new affordable housing in London.

Therefore, municipal capital per unit funding from the AHCRF should be increased from the current $15,000 per unit to up to $55,000 per unit. This will result in up to one hundred and ninety (190) units and a maximum municipal commitment of up to $10,450,000; it being noted that this recommended per unit increase is only for projects approved under the Investment in Affordable Housing (IAH) Program.
Proposals in Middlesex County are not eligible for funding from the City of London Affordable Housing Capital Reserve Fund. Only federal/provincial funding, as outlined in the Program and Fiscal Delivery Plan for the Investment in Affordable Housing Program, will be allocated to proposals from proponents wishing to build new affordable housing projects in the County. Those proponents must approach their local council directly to request additional support for their project for items such as municipal capital funding, land, development charges, building permit fees and planning approval fees.

The City of London Rent Supplement Program of up to forty-five (45) units at $200 per-unit will require a municipal commitment of $108,000 per year for three years for a total commitment of $324,000.

Further to the approval annually by Municipal Council of $2M to the Affordable Housing Capital Reserve Fund (AHCRF), there is no additional impact on the municipal levy as the municipal funding for the creation of affordable housing units is drawn down from the AHCRF.

ACKNOWLEDGMENTS

This report was prepared with the assistance of Neil Watson, Housing Development Consultant, his Associate Isabel da Rocha and Melissa Gascon, Affordable Housing Development Coordinator.

RECOMMENDED BY:  
LOUISE STEVENS  
DIRECTOR OF MUNICIPAL HOUSING

CONCURRED BY:  
ROSS L. FAIR  
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES DEPARTMENT

October 2011

cc.  
A. Dunbar, Manager, Financial Planning & Policy  
M. Hayward, City Treasurer and Chief Financial Officer  
N. Watson, Housing Development Consultant  
S. Bennett, Middlesex County
November 4, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: Consideration to Ban Shark Fin Products within the City of London

As brought to my attention by several constituents, I respectfully request the Committee of Community and Neighbourhoods CONSIDER the implementation of the enclosed by-law to prohibit the possession, sale, trade or distribution of Shark Fin Products within the City of London.

Enclosed is the Shark Fin By-law 268-11, currently enforced by the City of Mississauga.

Thank you for your consideration.

Sincerely,

Sandy White
Councillor, Ward 14
THE CORPORATION OF THE CITY OF MISSISSAUGA
SHARK FIN BY-LAW 268-11

(Amended by 270-11)

WHEREAS section 8 (1) of the Municipal Act, 2001, S.O. 2001, c. 25 (hereinafter the "Municipal Act 2001") states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS section 8(3) of the Municipal Act 2001, authorizes a municipality to regulate or prohibit a matter for which it may pass a by-law under section 11 of the Municipal Act 2001;

AND WHEREAS section 11 (2) 5. of the Municipal Act 2001, authorizes a municipality to regulate matters related to the economic, social and environmental well-being of the municipality;

AND WHEREAS section 11 (2) 6. of the Municipal Act 2001, authorizes a municipality to regulate matters related to the health, safety and well-being of the inhabitants of the municipality;

AND WHEREAS section 11 (2) 8. of the Municipal Act 2001, authorizes a municipality to regulate matters for the protection of persons within the municipality;

AND WHEREAS the City of Mississauga is a leader in environmental issues as evidenced by the Green Pillar of the Strategic Plan which has as its principle "Mississauga is a city that values its shared responsibility to leave a legacy of a clean and healthy natural environment."

AND WHEREAS the consumption of shark fins and shark fin derivative products by humans may cause serious health risks, including risks from mercury;

AND WHEREAS the practice of shark finning, where a shark is caught, its fins are sliced off while many are still alive, and the live animals returned to the sea severely and almost always fatally wounded, constitutes a serious threat to the oceans’ ecosystems and biodiversity;

AND WHEREAS over 70 million sharks are being slaughtered every year for their fins, a rate at which experts predict could result in the loss of many shark species within a decade;
AND WHEREAS the City of Mississauga is a market for shark fins where shark fin soup is prepared and consumed in various establishments;

AND WHEREAS the risk to the health of the City’s inhabitants and the negative impact to the oceans’ ecosystems, posed by the consumption and trade in shark fins, are both municipal issues that affect the citizens of Mississauga;

NOW THEREFORE the Council of The Corporation of the City of Mississauga ENACTS as follows:

PART I - DEFINITIONS

1. For the purpose of this By-law:

   “City” means The Corporation of the City of Mississauga and for clarification includes the territorial jurisdiction of the City of Mississauga where the context requires;

   “Compliance and Licensing Enforcement Section” means the Compliance and Licensing Enforcement Section of the City’s Enforcement Division, or any successor section or division;

   “Council” means the elected council for the City;

   “Expenses” means any and all sums of money actually spent or required to be spent by the City, and shall include but not limited to all charges, costs, administrative fees, HST, outlays, legal fees and losses;

   “Officer” means a Person employed by the City to perform the duties of enforcing its By-laws and appointed by Council as a Municipal Law Enforcement Officer;

   “Shark” means a fish that is commonly referred to as a shark and includes any fish that belongs to a species under the common name of shark;

   “Shark Fin” means the raw, dried, or otherwise processed detached fin, or the raw, dried, or otherwise processed detached tail, of a Shark or any derivative product of a Shark Fin.

PART II – ADMINISTRATION

2. The Compliance and Licensing Enforcement Section of the City shall be responsible for the administration and enforcement of this By-law.

3. Section 4, 5, and 6 do not apply where the Shark Fins were purchased and brought within the City prior to the enactment of this By-law. (270-11)
PART III - GENERAL PROHIBITIONS

4. No person shall possess, sell, offer for sale, trade, or distribute Shark Fins within the City. (270-11)

5. No person shall prepare for consumption or process Shark Fins within the City. (270-11)

6. No person shall cause shark fins to be prepared for consumption or processed in the City.

PART IV - ENFORCEMENT

7. An Officer acting under this By-law may, at any reasonable time, enter and inspect any property, including all buildings and structures thereon, to determine whether there is compliance with this By-law.

PART V - PENALTY

8. (1) Every person who contravenes any provision of this By-law, is guilty of an offence and is liable to a fine, and such other penalties, as provided for in the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended and the Municipal Act, 2001, as each may be amended from time to time.

(2) In addition to Subsection 8 (1) of this By-law, any person who is charged with an offence under this By-law by the laying of an information under Part III of the Provincial Offences Act and is found guilty of the offence is liable: (270-11)

   (i) on a first conviction to a fine of not more than $15,000.00, and

   (ii) on any subsequent conviction to a fine of not more than $30,000.00.

PART VI - VALIDITY & INTERPRETATION

9. If a court of competent jurisdiction declares any provisions or part of a provision of this Bylaw to be invalid or to be of no force and effect, it is the intention of Council in enacting this By-law that the remainder of this By-law shall continue in force and be applied and enforced in accordance with its terms to the fullest extent possible according to law.

10. All words importing the singular shall include the plural and the converse of this also applies.

11. This By-law comes into force and effect when it is enacted and passed by Council.
PART VII - SHORT TITLE

12. This By-law shall be known and may be cited as the “Shark Fin By-law”.

ENACTED AND PASSED this 12th day of October, 2011
Signed by: Hazel McCallion, Mayor and Crystal Greer, City Clerk
October 25, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: 697 – 701 Hale Street

As Bylaw Enforcement is aware, I have received multiple complaints from the Argyle Community Association, regarding the above property.

I would like to make an enquiry to Bylaw Enforcement about graffiti removal on the building, general maintenance and the possibility of having it demolished as unsafe.

Sincerely,

Stephen Orser
Councillor, Ward 4
(519) 851-4968

c.c. B. Armstrong
c.c. Argyle Community Association
October 28, 2011

Community & Neighbourhoods Committee
The Corporation of the City of London
300 Dufferin Avenue
London, ON   N6A 4L9
Fax:  519-661-4892

Attention:  Betty Mercier, Committee Secretary

Dear Sirs/Madams:

Re:  697-701 Hale Street, London

Pursuant to discussions with Councillor Stephen Orser and By-Law Enforcement Manager Orest Katolyk, the Argyle Community Association would like to request a Staff Report with respect to the condition and status of the property known as 697-701 Hale Street, London (southwest corner of Dundas & Hale Streets).

The Argyle Community Association (the “ACA”) represents the interests of the residents in the Argyle area, which catchment area stretches from the Thames River to the south, Highbury Avenue to the West, CP train tracks to the north, and Crumlin Road to the East. Our mission is to promote the well-being of the community, and to protect and improve the quality of life in the community and in the City of London.

The ACA has serious concerns with respect to the health, safety and overall appearance of the building at 697-701 Hale Street. In particular, we are concerned that the property is in breach of City of London Property Standards By-law CP-16, the Fire Protection and Prevention Act, and the Ontario Fire Code. Our specific concerns include but are not limited to:

a) Exterior siding is not being maintained  
b) Graffiti has not been removed from the building  
c) The building has become a haven for pests  
d) Weeds have been allowed to grow uncontrolled on the property  
e) The building is a fire hazard  
f) The general appearance and condition of the building is not in keeping with the standards of a well-maintained property.

We have attached recent photos of the property showing the deplorable state of disrepair that the building is currently in. We feel that this building greatly detracts from the quality of life of the residents in the Argyle area, and is not consistent with London’s image as a dynamic and vibrant community. Vacant buildings like this do not encourage investment in the area, and the adjacent property values have suffered because of the condition of this building. This building has become an eye-sore and a danger within our community, and we request immediate action on the part of your Committee.
The ACA is available to assist throughout this process, and look forward to working closely with the Committee, Council, and administration to develop a strategy for the satisfactory resolution of this problem. Vice-Chair Kim Parker will be acting as the ACA representative with respect to this matter. She can be reached by phone at (519) 857-2707 or by email at kparker@astral.com.

Thank you for your anticipated assistance with this matter.

Sincerely,

Ali Haidar, Chair
Argyle Community Association

Kim Parker, Vice-Chair
Argyle Community Association

c.c. via email
- Mayor Joe Fontana
- Bud Polhill, Councillor Ward 1
- Bill Armstrong, Councillor Ward 2
- Joe Swan, Councillor Ward 3
- Stephen Orser, Councillor Ward 4
- Orest Katolyk, By-law Enforcement Manager
- Nancy McSloy, Argyle Business Association
697 – 701 Hale Street, London, Ontario
Dear Chair Usher and Members,

We hereby formally request delegate status to speak before the Committee on 15 November 2011 regarding the decision of Council to permit “hails” of limousines. We realize that the practice of the Committee has been to refer all matters to the Public Participation Meeting, however in light of this unilateral action council has removed this issue from the Public Participation Meeting process.

The method in which this occurred is of great concern to us. A letter from one of the smaller brokers in the city requesting this was brought before Council without any public input or even discussion at Committee. The letter still does not appear to the public as it is not in the Council agenda and the minutes of that meeting are not yet posted. There was no time for the rest of the industry to respond. All other matters regarding this by-law have been referred to the Public Participation Meeting at the end of this month. Many issues have been brought forward by the industries, all have been referred to the Public Participation Meeting. The manner in which this was done, hidden from the light of public participation makes this in essence an ambush, not only on the rest of the limousine industry but on the members of Council as well who were not given time to formulate proper enquiries. In the interest of fairness this issue needs to be treated with the same process as all other parts of the by-law review.

It also appears to us that Council has violated it's own procedural by-law and the Municipal Act by failing to hold a public meeting on this matter. We find this monumentally unfair.

Our company is the largest owner-operator of executive limousine vehicles and the second largest executive limousine brokerage in the City. That all members of the industry were excluded except the one broker with a single-minded interest in forcing the limousine industry further into the taxicab market, tarnishing the upscale image of limousines and eroding the taxicab market for its own gain, while not directly operating any of the vehicles in either industry, is entirely unfair and unacceptable. Especially to those of us in the limousine industry who wish to elevate our industry to the level at which it belongs.

We ask that this Committee recommend Council overturn this decision, reversing what is a complete failure of the public process that would cause financial hardship to thousands of City residents in the livery industries of London.

The rest of North America’s major municipalities require limousines to be prearranged, charge a suitably higher fare and only accept “hail” trips at major hotels, airports, convention centres, and registered City limousine stands. It is time for London to ask why it permits its limousines to be tarnished acting as taxicabs. Why it permits its taxicabs to be pilfered from by limousines. Why all other cities maintain a strong differentiation between the two. London is a magnificent city, with many positive unique attributes, however we are not so different that our livery industries should be treated radically differently from our neighbours such as Hamilton and Waterloo Region. In both those municipalities it is written in their by-laws that a limousines shall not act or be perceived to act as a taxicab. Why? To maintain a strong limousine industry they can be proud of and to maintain a strong taxicab industry they can rely on.

The largest single limousine industry in North America is in New York City with 12,000 black cars (executive limousines), equal to the 12,000 taxicabs. Both are heavily regulated with black cars always being prearranged (no “hails”) and at a higher fare. The both industries thrive operating side-by-side, serving that city without interfering with or encroaching on one another. The taxicabs provide efficient, economically on-demand service at all times of the day and night in all weather in all sections of the city and the limousines provide upscale luxury service with a prestigious image for the city.

“ABOUTOWN is Transportation” is not just our slogan, we provide nearly all forms of on-road passenger transportation including taxicabs, executive limousines, stretched limousine and group transportation. By information provided in the recent broker assignment list released by the City we are the only broker operating in each class of City livery licence. This gives us a unique perspective and interest in striking the correct balance between the industries. We also provide many forms of Provincialy regulated transportation including public transit in multiple municipalities, parallel accessible transit, highway transit, airport shuttle, inter-city bus lines, and motor coach service. We are professional transportation providers, who’s vested interest is the best practices and regulation for each of the industries in which we participate.

Bring back the fairness and balance to the London livery industries for the good of the City and the good of the thousands of citizens of London who work in these industries.

Sincerely,

James R. (Jamie) Donnelly
Vice-President & Chief Operating Officer

“ABOUTOWN...is Transportation”
www.ABOUTOWN.com
Nov. 07, 2011

Re: Taxi by-law review

For 6 months the city staff recommended by-laws have been part of city council’s and Community and Neighbourhood Committee’s meeting agendas. Typically committees and city council review the entire report to see if there are any adjustments that need to be made so a fair and meaningful public policy can be created, free from bias and/or possible omissions made by city staff.

Recent changes and omissions made to the draft by-law which is scheduled for a public participation meeting to be held at the end of November 2011, proves contrary to the norm of a by-law review, questionable and certainly is not transparent. This is a serious concern to Yellow London Taxi Inc., other taxi brokers and about 1500 families who rely on the taxi industry to feed their families.

Despite the fact that the whole draft by-law was scheduled for a public participation meeting in November, and without any prior notification to the parties involved in the taxi industry there was a motion made by one of the councilors and approved by city council to remove an item from the draft by-law concerning “no hail” for limousines. Removing that item from the draft by-law was clearly against proper procedures of the by-law review. Taxi by-laws are what all brokers, taxi drivers and owners must deal with first hand, that is why every section and subsection of the by –law is relevant to the taxi industry’s daily operations.

Therefore we respectfully request, to have that item (no hail for limousines) put back in to the draft by-law before the public participation meeting is held.

With respect to public transportation in general and in particular regarding the limousine industry, the city of London has lagged behind most of the major cities in Canada. To my knowledge there are no other cities that allow hailing or flagging down a limousine. Most if not all of the major cities in Canada insist upon a reservation or prearranged pick-up when limousine services are required.

Yellow London Taxi Inc. strongly urges the members of CNC and members of the city council to reconsider their decision regarding the “no hail” proposal. We believe the resulting by-law review will make all of us who are involved in the taxi industry proud of our politicians for putting together a solid and effective policy for public transportation.

Sincerely,

Hasan Savehilaghi
President
Yellow London Taxi Inc.
6-1540 Fanshawe Road West.
London, Ontario N6H 5L8
Cell: 519-870-5567
Office: 519-657-1111
519-657-3340
Fax: 519-657-2333
Email: hasansave@yahoo.com
www.yellowlondontaxi.ca