

# Agenda Including Addeds

## Community and Protective Services Committee

12th Meeting of the Community and Protective Services Committee

July 18, 2023

4:00 PM

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

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

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

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

Members

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

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

Pages

### 1. Disclosures of Pecuniary Interest

### 2. Consent

- |     |  |    |
|-----|--|----|
| 2.1 | 4th Report of the Accessibility Community Advisory Committee   | 3  |
| 2.2 | Active Transportation Fund for Stoney Creek Pathway Connection to the Thames Valley Parkway - Contribution Agreement | 22 |
| 2.3 | Housing Stability Services 2023-24 Contract Amendments   | 56 |
| 2.4 | Primary Care Recruitment, Transition into Practice and Retention Program Funding Request                             | 63 |
| 2.5 | Municipal Contribution Agreement for Vision SOHO Alliance  | 82 |

### 3. Scheduled Items

### 4. Items for Direction

- |     |  |     |
|-----|--|-----|
| 4.1 | Revised Process for City Board Representative on Museum London Board | 155 |
| 4.2 | Thames Pool Condition Update and Repair Options                      | 176 |
|     | a. (ADDED) M. Boyle  | 278 |
|     | b. (ADDED) D. Keilholz   | 279 |

### 5. Deferred Matters/Additional Business

- |     |   |     |
|-----|---|-----|
| 5.1 | (ADDED) 7th Report of the Animal Welfare Community Advisory | 280 |
|-----|---|-----|

*Committee*

**6. Confidential**

6.1 Personal Matters/ Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2023 Queen Elizabeth Scholarships.

**7. Adjournment**

# Accessibility Community Advisory Committee

## Report

4th Meeting of the Accessibility Community Advisory Committee  
June 22, 2023

Attendance                      PRESENT: J. Menard (Chair), M. Bruner-Moore, U. Iqbal, N. Judges, P. Moore, M. Papadakos, J. Peaire, B. Quesnel, P. Quesnel and C. Waschkowski and J. Bunn (Committee Clerk)

ALSO PRESENT: Councillor J. Pribil; D. Baxter, S. Corman, S. Cowan, A. Cunningham, C. DeForest, D. Dobson, R. Morris, N. Musicco, P. Singh, S. Spring and M. Stone

ABSENT: A. Garcia Castillo, S. Mahipaul, A. McGaw, K. Pereyaslavskaya and D. Ruston

The meeting was called to order at 3:03 PM; it being noted that M. Bruner-Moore, U. Iqbal, J. Menard, P. Moore, M. Papadakos, J. Peaire, B. Quesnel, P. Quesnel and C. Waschkowski were in remote attendance.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

None.

### 3. Consent

#### 3.1 3rd Report of the Accessibility Community Advisory Committee

That it BE NOTED that the 3rd Report of the Accessibility Community Advisory Committee, from its meeting held on March 23, 2023, was received.

#### 3.2 Notice of Planning Application - Zoning By-law Change - New Comprehensive Zoning By-law - ReThink Zoning

That it BE NOTED that the Notice of Planning Application, dated June 5, 2023, from the ReThink Zoning Project Team, with respect to a Zoning By-law Change related to a New Comprehensive Zoning By-law - ReThink Zoning, was received.

#### 3.3 Notice of Planning Application - Official Plan and Zoning By-law Amendments - 50 King Street and 399 Ridout Street North

That it BE NOTED that the Notice of Planning Application, dated June 14, 2023, from S. Wise, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to the properties located at 50 King Street and 399 Ridout Street North, was received.

#### 3.4 Public Meeting Notice - Zoning By-law Amendment - 568 Second Street (at Oxford Street East)

That it BE NOTED that the Public Meeting Notice, dated May 31, 2023, from C. Parker, Senior Planner, with respect to a Zoning By-law Amendment related to the property located at 568 Second Street (at Oxford Street), was received.

3.5 Northridge Neighbourhood Connectivity Plan

That it BE NOTED that the Northridge Neighbourhood Connectivity Plan, dated May 26, 2023, from J. Dann, Director, Construction and Infrastructure Services, was received.

3.6 Huron Heights Neighbourhood Connectivity Plan

That it BE NOTED that the Huron Heights Neighbourhood Connectivity Plan, dated May 26, 2023, from J. Dann, Director, Construction and Infrastructure Services, was received.

3.7 2022-2026 Accessibility Plan - 2022 Status Update

That it BE NOTED that the 2022-2026 Accessibility Plan 2022 Status Update, as appended to the Agenda, was received.

**4. Sub-Committees and Working Groups**

None.

**5. Items for Discussion**

5.1 Accessible Taxis

That the attached presentation, from K. Al Tarhuni, MyGREEN Taxi, with respect to Accessible Taxi Cabs, BE FORWARDED to the Civic Administration for review and a report back to a future meeting of the Accessibility Community Advisory Committee and the Community and Protective Services Committee with options related to vehicles for hire and accessible transportation; it being noted that the above-noted presentation, as well as the communication, as appended to the Agenda, from K. Al Tarhuni, with respect to this matter, was received.

**6. Adjournment**

The meeting adjourned at 4:16 PM.

# ACCESSIBLE TAXI CABS

Prepared By: Huruy Woldemicael

# Fleet Profile

- ▶ Launched 10 accessible taxi cab vans in Q2 of 2016.
- ▶ First vehicle for hire company to offer booking options via:
  - ▶ Chat
  - ▶ Mobile App
  - ▶ SMS Messaging
  - ▶ Web Booking

**GREEN TAXI**

**BEST OUT OF TOWN RATE!**  
WE'LL BEAT ANY O.O.T.\* RATE  
BY **10%** OF THE DIFFERENCE.  
\*OUT OF TOWN

Interac VISA DISCOVER AMERICAN EXPRESS  
AIRPORT SERVICE  
10% OFF: SENIORS & STUDENTS  
**1-866-666-6600**

519 777-8888

Download on the App Store

GET IT ON Google play

www.MYGREEN.TAXI

**519-777-8888** TEXT US!

# Fleet Profile: 2018 vs 2023

- ▶ Total Accessible Vans: 10 vs 6 (-40%)
- ▶ Total Accessible Drivers: 16 vs 7 (-56.25%)
- ▶ Monthly Average Accessible Bookings: 2000 vs 1000 (-50%)
- ▶ Booking Types
  - ▶ On-Demand Bookings: 79% vs 78% (-1.27%)
  - ▶ Reservation Bookings: 21% vs 22% (+4.76%)
- ▶ Booking Originations:
  - ▶ Phone: 92% vs 88% (-4.35%)
  - ▶ Mobile App / Online: 8% vs 12% (+50%)

# Fleet Profile: 2018 vs 2023

- ▶ Annual Insurance Premiums: \$8,700 vs \$18,000 (+107%)
- ▶ Fuel Rates: \$1.22 vs \$1.60 (+31%)
  - ▶ 50 Litres Daily: \$61.00 vs \$80.00
- ▶ Vehicle Replacement Cost: \$47,500 vs \$95,000 (+100%)
- ▶ City Population: 494,069 (2016) vs 543,551 (2021) (+10%) \*Statistics Canada

## London taxi drivers face another potentially crippling insurance premium hike



Some cabbies have turned off their meters for good, unable to afford hefty rates



[Colin Butler](#) · CBC News · Posted: Oct 16, 2020 5:00 AM EDT | Last Updated: October 16, 2020



# Recommendations

Phase 1 - Immediately



# Increase Accessible Ridership

- ▶ Subsidize accessible rides.
- ▶ Market accessible taxi options at city owned properties, funded organizations, and distributed material. (ie. Community centers, city buses, garbage calendar, etc.)
- ▶ Allow accessible taxi cabs to work in collaboration with London Transit to help reduce wait times and provide more booking flexibility for paratransit rides.

# Increase Accessible Drivers

- ▶ Free Training
  - ▶ Pay for the training costs to become an accessible licensed driver. (\$150-200)
- ▶ Waive Licensing Fees
  - ▶ Eliminate the \$60.00 per year vehicle for hire license fee for those that commit to driving an accessible vehicle only.
  - ▶ Eliminate the \$25.00 one-time fee to be listed on the accessible priority list.

# Increase Accessible Vehicles

- ▶ Remove Vehicle Age Restrictions
  - ▶ Focus on safety rather than the age of the vehicle. Increasing the amount of safety checks in the year and allowing less expensive older vans on the road will help reduce the start-up costs for new accessible taxi cab owners thus increasing the amount of accessible vans on the road.
- ▶ Remove Vehicle Entry Restrictions
  - ▶ Allow for side entry accessible vans. At the moment rear entry is the only permitted option.
- ▶ Eliminate Vehicle Related Fees
  - ▶ Discontinue the annual \$750 business license for accessible vans only.

# Provide Funding: Ongoing Expenses

- ▶ Insurance Premiums
  - ▶ After COVID-19 the only insurance option is Facility Association.
- ▶ Vehicle Financing Interest Cost
  - ▶ The cost of borrowing for commercial vehicles is at record highs.
- ▶ Fuel Cost
  - ▶ ESG goals continue to drive this variable up.
  - ▶ No hybrid/electric options.
- ▶ Maintenance (Commonly Replaced: Engine, Transmission, Suspension, & Tires)
  - ▶ The weight of the steel ramp continues to wear down the vehicle.

# Can We Afford The Recommendations?

- ▶ Increase fees for non-accessible participants:
  - ▶ Ride Sharing: Increase the per ride fee. (Currently: \$0.35 per ride.)
    - ▶ Toronto, Ottawa, Guelph, etc all charge \$0.07-0.10 per ride towards an accessibility fund.
  - ▶ Brokers: Increase the business license fee for brokers that refuse to offer accessible options.
    - ▶ Uber, Steer (Formerly FaceDrive), RideON Canada, etc.
- ▶ Contributions from all levels of government.
  - ▶ Grants, interest-free loans, etc.

# Recommendations

Phase 2 - January 1, 2025



# Increase Accessible Drivers

## ▶ Consolidated Licensing

- ▶ Require every vehicle for hire driver to be trained as an accessible driver by January 1, 2025.
  - ▶ Training shouldn't be limited to those in a wheelchair:
    - ▶ Hearing
    - ▶ Mental
    - ▶ Physical
    - ▶ Vision



# Increase Accessible Vehicles

- ▶ Require all vehicles being licensed for hire to be accessible by January 1, 2025.
- ▶ Work with government & vehicle manufacturers to offer accessible vehicles directly from the manufacturer.

# Provide Funding: Ongoing Expenses

- ▶ Insurance
- ▶ Vehicle Financing Interest
- ▶ Fuel
- ▶ Maintenance (Commonly Replaced: Engine, Transmission, Suspension, & Tires)

# No Action

Risks



# If Nothing Changes

- ▶ Drivers & vehicles will gradually leave the industry.
- ▶ Riders will have to pay more per ride and eventually service levels will become unbearable.
- ▶ The City of London could miss out on economic opportunities such as hosting events, increase to its population, and business investment.

## Hard to count on accessible taxis, buses

Jon Higgins  
Published Sep 08, 2017 • Last updated Sep 08, 2017 • 2 minute read



Local News

## Is taxi surcharge to fund accessible cab subsidy 'too little, too late'?

Megan Stacey  
Published Sep 05, 2019 • 3 minute read

[Join the conversation](#)



But there's another cap that could be lifted — a rule that limits the number of accessible taxis on the road. Right now, it's one for every 18 standard cabs. City staff have suggested removing that lid to address service issues.

Because picking up customers with mobility devices or other accessibility needs takes more time and effort, but isn't necessarily more profitable, some drivers avoid it, Katolyk said. That creates problems for customers, often left waiting for hours for accessible vehicles.



Taxi driver right, with driver (Free Press file photo)

complaints about accessible cabs are off the charts.

# If Nothing Changes

## This London senior is trapped at home relying on LTC's 'impossible' paratransit service



spent nearly \$100 getting to an appointment because paratransit wasn't available, she says

 Michelle Both · CBC News · Posted: Jan 06, 2023 5:00 AM EST | Last Updated: January 6



says she can only go on errands or meet up with friends occasionally now because paratransit isn't available. (Michelle Both/CBC)

## A trip home from the hospital added up for this wheelchair-bound senior



says she had to pay for the service, and two ambulance bills

 Isha Bhargava · CBC News · Posted: Apr 05, 2023 5:00 AM EDT | Last Updated: April 5



of London, said it's unfair for her to be charged \$144 for a 20 minute ride home from the hospital emergency department when she has no other option to rely on in the absence of her wheelchair. (Isha Bhargava/CBC)

## Lack of late-night accessible transportation options has this man singing the blues



says he wants to see more accessible transportation options for people later at night

 Isha Bhargava · CBC News · Posted: May 04, 2023 7:31 AM EDT | Last Updated: May 4



## Report to Community & Protective Services Committee

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

**From:** Kelly J. Scherr  
Deputy City Manager, Environment and Infrastructure

**Subject:** Active Transportation Fund for Stoney Creek Pathway  
Connection to the Thames Valley Parkway– Contribution  
Agreement

**Date:** July 18, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken:

- a) The attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting on July 18, 2023, to:
  - i. approve the Contribution Agreement, attached as Schedule A to the proposed by-law, for the Permanent Public Transit Program - Active Transportation Fund (the “Agreement”) between His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London;
  - ii. authorize the Mayor and the City Clerk to execute the Agreement;
  - iii. delegate authority to the Deputy City Manager, Environment and Infrastructure, or their written delegate, to approve further Amending Agreements to the above-noted Contribution Agreement for the Active Transportation Fund;
  - iv. authorize the Mayor and Clerk to execute any amending agreements approved by the Deputy City Manager, Environment and Infrastructure; and
  - v. authorize the Deputy City Manager, Environment and Infrastructure, or their written delegate, to execute any financial reports required under this Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement.
- b) Civic Administration **BE AUTHORIZED** to undertake all administrative acts that are necessary in connection with this matter.

## Executive Summary

This report recommends that The Corporation of the City of London enter into the Contribution Agreement between His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London (the “Recipient”), attached as Schedule A to the proposed by-law, for funding of the Stoney Creek Pathway Connection to the Thames Valley Parkway (TVP) through the Active Transportation Fund.

## Linkage to the Corporate Strategic Plan

Strategic Area of Focus: Mobility and Transportation

Outcome 1: Londoners of all identities, abilities and means can move throughout the city safely and efficiently.

Strategy 1.1a) Build infrastructure that provides safe, integrated, connected, reliable, and efficient transportation choices.

# Analysis

## 1.0 Background Information

### 1.1 Previous Reports Related to this Matter

None.

### 1.2 Background and Purpose

The Active Transportation Fund is the first Government of Canada fund to target active transportation (walking, jogging, cycling, etc.). The Federal Government is providing \$400 million in funding available over 5 years to support a modal shift from cars toward active transportation, in support of Canada's National Active Transportation Strategy.

The Stoney Creek Pathway Connection to the Thames Valley Parkway project will construct a new multi-use pathway approximately 1.2 kilometers in length. The project will connect Windermere Road and Adelaide Street North to effectively link the entire Stoney Creek neighbourhood to the Thames Valley Parkway pathway system, along with London's rapid transit system, London's primary transit area and the Downtown core.

The project enhances an efficient, inclusive, and connected active transportation network that provides enhanced transportation options, supporting reduced reliance on automobile trips. All pathways are fully accessible providing access to nature and recreation for Londoners of all abilities.

The project formed part of the Thames Valley Parkway North Branch Connection Environmental Assessment, approved in 2017. Conceptual design has been completed and the project is currently in the early stages of the detailed design process. The tender is planned for Winter 2024 with a construction start date in the Spring 2024. It is anticipated that the project will be substantially complete in 2025.

In Fall of 2022, the city received confirmation that a \$1,200,000.00 (or 60% support) Federal grant was approved under the Active Transportation Fund.

On February 8, 2023, London received the Contribution Agreement, high-level guidelines for this program, and that the agreement must be executed and returned to the Federal government. Eligible expenses financed through this funding must be incurred between December 22, 2022 (the project approval date) and October 2025 (the project substantial completion date). Municipalities are required to provide details of their project(s) in the interim and annual reports, followed by a final progress report. Annual reports are due no later than 60 days following the end of the Fiscal Year. The final report on the use of this funding is due with the final claim no later than December 31, 2025.

The purpose of this report is to present the Contribution Agreement and introduce a by-law to seek approval for the Mayor and Clerk to execute the agreement with the federal government.

## 2.0 Discussion and Considerations

### 2.1 Contribution Agreement

On February 8, 2023, Civic Administration received the contribution agreement from the federal government (Schedule A to the by-law in Appendix A).

The Contribution Agreement is the same as the agreements executed for similar funding programs, other than the project specifics and the approved amount included in the Schedules to the agreement. It has been reviewed by both Legal Services and Risk Management without identified concerns.

### 3.0 Financial Impact/Considerations

Receipt of federal funding through the Active Transportation Fund will finance 60% of the eligible cost of this project, up to the approved amount of \$1,200,000.00. The City of London is responsible for contributing 40% of total eligible project costs or \$800,000.00. Sources of financing for this portion of the project are identified and can be accommodated within existing approved Parks and Forestry capital programs.

The federal funding is conditional on the City entering into a comprehensive Contribution Agreement (CA) with the federal government. Construction must be complete by October 2025. The City is responsible for any cost overruns that may incur throughout the course of the project.

### Conclusion

This report introduces a by-law to seek approval of the Contribution Agreement between the His Majesty the King in Right of Canada as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London with respect to the Active Transportation Fund and authorizes the Mayor and the City Clerk to execute the agreement and any future amending agreements.

**Prepared by:** Julie Michaud,  
Landscape Architect, Parks Long Range Planning & Design

**Submitted by:** Paul Yeoman, RPP, PLE  
Director, Parks and Forestry

**Recommended by:** Kelly J. Scherr, MBA, P.Eng., FEC  
Deputy City Manager, Environment and Infrastructure

**Attachments:**  
Appendix A - By-law

cc: Alan Dunbar, Manager, Financial Planning & Policy, Finance Supports  
Manish Anjani, Financial Business Administrator, Financial Business Support



## Appendix “A”

Bill No.  
2023

By-law No.

A by-law to approve and authorize the execution of the Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London for the provision of funding under the Active Transportation Fund

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting the financial management of the municipality;

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

1. The Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London for the provision of funding under the Active Transportation Fund (the “Agreement”) substantially in the form attached as Schedule “A” to this by-law is hereby authorized and approved.
  2. The Mayor and the City Clerk are hereby authorized to execute the Contribution Agreement authorized and approved under section 1 of this by-law.
  3. The Deputy City Manager, Environment and Infrastructure or their written delegate is hereby authorized to approve any amending agreements to the Agreement provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
  4. The Mayor and Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
  5. The Deputy City Manager, Environment and Infrastructure or their written delegate is delegated the authority to execute any financial reports required under the Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement as approved in section 1, above.
  6. This by-law shall come into force and effect on the day it is passed.
- PASSED in Open Council on July 25th, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

**CANADA – CITY OF LONDON**  
**PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND**  
**CONTRIBUTION AGREEMENT FOR STONEY CREEK PATHWAY CONNECTION TO**  
**THE THAMES VALLEY PARKWAY**

This Agreement is made as of the date of last signature

**BETWEEN:**                **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

**AND**  
**THE CORPORATION OF THE CITY OF LONDON**,  
(the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS** the Active Transportation fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over 5 years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Program entitled the Permanent Public Transit Program – Active Transportation Fund (“the Program”);

**WHEREAS** the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

**WHEREAS** Canada provided a letter on December 23, 2022 to City of London indicating an approval-in-principle of funding of the project proposal enabling City of London to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

**AND WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

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

**1. INTERPRETATION**

**1.1 DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2026.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“**Committee**” means the Agreement Monitoring Committee established pursuant to Section 5.1 (Establishment and Dissolution).

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone

events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Declaration of Substantial Completion**” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligible Expenditures**” means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Final Claim Date**” means December 31, 2025.

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Interim Report**” means the report described in Schedule C.1.

“**Joint Communications**” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“**Non-Owned Assets**” means an Asset to which the Recipient does not hold the title and ownership.

“**Project**” means the project as described in Schedule B (The Project).

“**Project Approval Date**” means December 22, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“**Project Completion Date**” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than October 31, 2025.

“**Substantial Completion Date**” means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“**Total Financial Assistance**” means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources.

## **1.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

## **1.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

## **1.4 SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

## 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

## 3. OBLIGATION OF THE PARTIES

### 3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than sixty percent (60%) of the total Eligible Expenditures for the Project but only up to a maximum of one million two hundred thousand dollars (\$1,200,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds sixty percent (60%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

### 3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will repay to Canada any payment received for disallowed costs, and all ineligible costs, surpluses, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 19.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) During the Asset Disposal Period the Recipient will ensure:
  - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,

- ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.

### **3.3 APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

### **3.4 FISCAL YEAR BUDGETING**

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

### **3.5 CHANGES DURING THE LIFE OF THE PROJECT**

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 19.14 (Amendments).

### **3.6 INABILITY TO COMPLETE PROJECT**

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

### **3.7 CONDITION PRECEDENT**

- a) Condition(s)

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. In respect of an Asset, the Recipient secures and confirms to Canada the necessary rights or interests in the real property associated with

that Asset.

- ii. The Recipient has provided, and Canada has accepted, confirmation that all funding required to complete the Project has been secured.

b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Section 3.7 (a) (Condition(s)), Canada may terminate the Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of the Agreement.

#### **4. RECIPIENT REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS<sup>1</sup>**

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT "as duly authorized by [BY-LAW REFERENCE], dated [DATE]";
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

#### **5. AGREEMENT MONITORING COMMITTEE**

[INTENTIONALLY OMITTED]

#### **6. CONTRACT PROCEDURES**

##### **6.1 AWARDING OF CONTRACTS**

<sup>1</sup> This section is a standard clause for contracts. Reps and warranties are statements by which one party gives certain assurances to the other, and on which the other party may rely. A representation is commonly a declaration of a specific fact that can be verified to be true or not, e.g., "recipient represents that it is a corporation duly organized and validly existing under the laws of the state of Delaware." A warranty may be more of an assurance, e.g. "lobbying". Canada may rely on certain remedies if the representations and warranties are not accurate or are not fulfilled.

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner that is otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

## **6.2 CONTRACT PROVISIONS**

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

## **7. ENVIRONMENTAL AND IMPACT ASSESSMENT**

### **7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION**

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

### **7.2 CHANGES TO PROJECT OR OTHERWISE**

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met.
- b) The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- c) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

## **8. INDIGENOUS CONSULTATION**

### **8.1 INDIGENOUS CONSULTATION**

Canada agrees that a legal duty to consult does not arise for this Project.



## 8.2 **CHANGES TO THE PROJECT OR OTHERWISE**

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.
- b) The Recipient agrees that:
  - a. It will consult with Indigenous communities that might be affected by the Project. Specifically, it will:
    - i. Explain the Project to the Indigenous communities, including Canada's funding role; and
    - ii. Provide a report to Canada, which will include:
      - 1. a list of all Indigenous communities contacted;
      - 2. a summary of all communications with the Indigenous communities;
      - 3. a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
      - 4. any other information Canada may consider appropriate.
  - b. Accommodation measures, where appropriate will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
  - c. No construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

## 9. **CLAIMS AND PAYMENTS**

### 9.1 **PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after December 31, 2025, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

### 9.2 **PROGRESS CLAIMS**

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
  - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;

- iii. any reporting due in accordance with Schedule C (Reporting Requirements);
  - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

### **9.3 FINAL CLAIM AND FINAL ADJUSTMENTS**

- a) The Recipient will submit a final claim to Canada by December 31, 2025 covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
- i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
  - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
  - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
  - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
  - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
  - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
  - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

### **9.4 RETENTION OF CONTRIBUTION**

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the Final Report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

### **9.5 DECLARATION OF SUBSTANTIAL COMPLETION**

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

## **10. REPORTING**

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

## **11. INFORMATION MANAGEMENT**

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this agreement, including Section 10 (Reporting) and any other obligations of the recipient as requested by Canada.

## **12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE**

### **12.1 RECIPIENT AUDIT<sup>2</sup>**

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles).

### **12.2 EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

### **12.3 CORRECTIVE ACTION**

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receipt of any audit findings or recommendations, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

### **12.4 RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

### **12.5 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

## **13. COMMUNICATIONS**

### **13.1 COMMUNICATIONS PROTOCOL**

The Parties will comply with Schedule E (Communications Protocol).

### **13.2 RECOGNITION OF CANADA'S CONTRIBUTION**

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

### **13.3 PUBLIC INFORMATION**

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the

<sup>2</sup> A Recipient Audit is defined as an audit contracted by Canada. Its scope is tailored to the needs of the Department, the type of Recipient and the areas where additional assurance is needed.

Project; and

- b) any evaluation or audit report and other reviews related to this Agreement.

#### **13.4 OFFICIAL LANGUAGES**

The Government of Canada wishes, among other things and where appropriate, to promote English and French in Canadian society and support the development of official language minority communities. The Recipient will:

- a) ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public;
- b) communicate in such a manner as to address the needs of both official language communities; and,
- c) encourage members of both official languages communities to participate in the Project.

### **14. INTELLECTUAL PROPERTY**

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) Canada, in compliance with the *Privacy Act* and relevant privacy regulations, may film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada, in compliance with the *Privacy Act*, can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

### **15. DISPUTE RESOLUTION**

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

### **16. DEFAULT**

#### **16.1 EVENTS OF DEFAULT**

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

## **16.2 DECLARATION OF DEFAULT**

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

## **16.3 REMEDIES ON DEFAULT**

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

## **17. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **17.1 DEFINITION OF PERSON**

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

### **17.2 LIMITATION OF LIABILITY**

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

### **17.3 INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

## 18. ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
  - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
  - ii. for a Non-Owned Asset, ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient

## 19. GENERAL

### 19.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

### 19.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

### 19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

### 19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

### 19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

### 19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

### 19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

### 19.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation,

guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

**19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

**19.10 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

**19.11 ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

**19.12 COUNTERPART SIGNATURE**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

**19.13 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

**19.14 AMENDMENTS**

- a) This Agreement, including its schedules, can only be amended in writing by the Parties.
- b) Notwithstanding Section 19.14(a) (Amendments), updates to the cashflow in Schedule B.2 (Project Budget) made pursuant to Section 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Section 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

**19.15 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

**19.16 NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following

coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund  
Infrastructure Canada  
180 Kent Street Ottawa Ontario  
ATF-FTA@infc.gc.ca

Recipient:

The City of London  
City Hall  
300 Dufferin Avenue  
London, Ontario  
N6A 4L9  
Attention: Stephanie Wilson, Manager, Parks Long Range Planning & Design  
Email: [stwilson@london.ca](mailto:stwilson@london.ca)  
Fax: 519-963-1483

Such notice will be deemed to have been received:

- i. in person, when delivered;
  - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
  - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- b) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

#### **19.17 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

#### **19.18 GOVERNING LAW<sup>3</sup>**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

#### **19.19 SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

<sup>3</sup> Any disputes relating to the agreement will be interpreted according to the laws of the province or territory indicated in this section, and adjudicated by the courts in that same province or territory. Only the laws of one province or territory may be indicated in this section. If the Recipient's headquarters and project location are different, use province/territory of headquarters.



**20. SIGNATURES**

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the City of London by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Per: Mark Matz, Director General,  
Public Transit, Infrastructure Canada

\_\_\_\_\_  
Per: Josh Morgan  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Per: Michael Schulthess  
City Clerk

\_\_\_\_\_  
Date

## SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

### SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project and are incurred by an eligible recipient, excluding those explicitly identified in Schedule A.2: Ineligible Expenditures.

Eligible projects include active transportation capital projects and active transportation planning projects. Capital projects refer to new infrastructure construction, enhancement of existing infrastructure, and fixed design and safety features that encourage increased active transportation. Eligible capital projects include, but are not limited to:

- Building or enhancing infrastructure for active transportation, such as multi-use paths, sidewalks, footbridges, separated bicycle lanes, and connections to other roadways (this could include nature trails and other infrastructure which could support recreation, so long as this infrastructure can be demonstrated to reflect merit criteria);
- Enhancing active transportation infrastructure, including design considerations in which there may be no net gain in kilometers of infrastructure, but quality improvements that support greater usage;
- Building or enhancing design features and facilities which promote active transportation, such as storage facilities, lighting, greenery, shade, and benches;
- Building or enhancing safety features which promote active transportation, such as crosswalks, medians, speed bumps, and wayfinding signage.

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Project Approval Date and the Final Claim Date; and
- consist of the following categories of expenditures:
  - Construction of infrastructure assets, e.g., cycling or walking paths.
  - Expenditures directly associated with joint federal communication activities and with federal project signage;
  - Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
  - Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
  - Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
  - The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
    - There is a lack of private sector capacity to undertake the work; or
    - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
    - A collective agreement requires the recipient to use their own unionized employees for certain project work.
  - Costs associated with project monitors or independent certifiers

Project expenditures will only be eligible as of project funding approval, except for expenditures associated with Climate Lens assessments and Indigenous consultation which are eligible before project funding approval, but can only be reimbursed if and when project funding is approved and a contribution agreement has come into force.

## **SCHEDULE A.2: INELIGIBLE EXPENDITURES**

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total eligible expenditures of the Project, including:

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section A.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section A.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section A.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations.

## SCHEDULE B – THE PROJECT

### **SCHEDULE B.1: PROJECT DESCRIPTION**

**Project Description:**

The project will construct approximately 1.2km long new multi-use pathway. The project will implement multi-use pathway connections within the Windermere Road and Adelaide Street North Right of Ways to effectively link the Stoney Creek neighbourhood to the Thames Valley Parkway multi-use pathway system, London's rapid transit system, and London's primary transit area in the downtown core.

The project will create an efficient, inclusive, and connected active transportation network that encourages a modal shift away from cars. All pathways are fully accessible providing access to nature for Londoners of all abilities.

**Objective(s):**

The objective of the Active Transportation Fund is to increase the total amount, usage, and quality of active transportation infrastructure throughout Canada. In advancing this objective, the Active Transportation Fund would also support the goals of the Strengthened Climate Plan and improve the resilience of communities.

In recognition that almost every journey begins and ends with a form of active transportation, the Fund would prioritize safety and security of Canadians and seek to enhance the impact of other modes of transit by supporting first-and-last kilometre connections to existing and planned infrastructure.

**Activities:**

Project activities will include the construction or acquisition of the following Assets:

Asset Type	Estimated Length (km) / Count
Multi-use paths	1.2 km

**Project Outcomes:**

In order to illustrate how the Project will contribute to the Program's outcomes, the Recipient will collect performance data and report on performance indicators. The information concerning these indicators must be provided within the Annual Report and/or Final Report submitted to Canada.

Canada may update and refine the Program's outcomes and performance indicators in order to support performance measurement and reporting to Parliament and Canadians. Any updates will be discussed with the Recipient and will be made administratively through an exchange of written correspondence between the Parties.

The performance indicators in the Annual Report and/or Final Report may include the following, as applicable:

<b>Project Expected Results</b>	
	<b>Performance Indicators</b>
<b>Immediate Outcomes</b>	
Increased capacity of active transportation infrastructure	Total kilometres of new active transportation infrastructure built
Improved active transportation infrastructure	Total kilometres of active transportation infrastructure enhanced
	Total number of safety elements added
	Total number of user experience improvements added
<b>Intermediate Outcomes</b>	
Increased access to active transportation infrastructure	Community connections created

**SCHEDULE B.2: PROJECT BUDGET**

**Table 1:**

<b>Project Budget</b>	<b>Amount</b>
<b>Total Project Cost</b>	\$2,000,000
<b>Total Eligible Cost</b>	\$2,000,000

**Table 2:**

<b>Total INFC Contribution</b>	<b>Annual Breakdown</b>			<b>Total</b>
	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	
<b>INFC Contribution</b>	N/A	\$180,000	\$1,020,000	\$1,200,000

**Table 3: Other Sources of Funding**

<b>Source</b>	<b>Amount</b>
City of London	\$800,000
<b>Total Other Sources of Funding</b>	\$800,000

**SCHEDULE B.3: CLAIM FREQUENCY TABLE**

<b>Payment Period</b>	<b>Required Documents</b>	<b>Frequency</b>	<b>Payment Date</b>
Progress Claims	<u>Interim Report, including:</u> <ul style="list-style-type: none"> <li>• Progress Report</li> <li>• Financial Report (claim form, updated cashflow, and Certificate of Compliance for Progress Claim)</li> </ul>	At least once per fiscal year, no later than September 15.  Additional claims may be submitted by the Recipient, no more frequently than every 3 months.	Within 30 calendar days of approval of required documents by Canada
Year-end Claim	<u>Year-end Financial Report, including:</u> <ul style="list-style-type: none"> <li>• Claim form (for costs incurred up to March 31)</li> <li>• Updated Cashflow</li> <li>• Certificate of Compliance for Progress Claim</li> </ul>	On or before five (5) business days after March 31.	Within 30 calendar days of approval of required documents by Canada.
Annual Report	<u>Annual Report:</u> (Described in Schedule C.2)	No later than sixty (60) days after March 31.	N/A
Final Claim	<u>Final Report:</u> (Described in Schedule C.3)	December 31, 2025	Within 30 calendar days of approval of required documents by Canada

## **SCHEDULE C – REPORTING REQUIREMENTS**

***The Recipient should contact the Active Transportation Fund in accordance with Section 19.16, to ensure the most up-to-date reporting forms are being used, prior to submitting them to Canada.***

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program.

### ***SCHEDULE C.1: INTERIM REPORT***

- a) The Recipient will submit Interim Reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The Progress Report must include, at a minimum:
  - i. Recipient name, Project title and Project identification number;
  - ii. Reporting period dates;
  - iii. Construction dates;
  - iv. Summary of Project activities and progress achieved to date;
  - v. Update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
  - vi. Planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
  - vii. Confirmation of the Project's installed signage, if applicable; and
  - viii. Update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
  - i. Recipient name, Project title and Project identification #;
  - ii. Reporting period dates; and
  - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).
- f) The Interim Report will be attested by:
  - i. a senior designated official, duly authorized by the Recipient; and
  - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

### ***SCHEDULE C.2: ANNUAL REPORT***

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
  - ii. Project title and Project identification number;
  - iii. Reporting period dates;
  - iv. Construction dates;
  - v. Confirmation of the Project's installed signage, if applicable;
  - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
  - vii. Summary of the implementation progress of the project, by project phase, including:
    - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
    - Planned Project activities for the upcoming Fiscal Year;
  - viii. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

### **SCHEDULE C.3: FINAL REPORT**

- a) The Recipient will submit a Final Report to Canada with the final claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than December 31, 2025.
- d) The content of the Final Report will include at a minimum:
  - i. A general description of the Project's major achievements, including a aggregated information and data identified in Annual Reports for the period of the Project; in Annual Reports;
  - ii. A completed Schedule F (Declaration of Substantial Completion);
  - iii. Details of the funds and their management, including:
    - i. a description of Project activities and funds expended on Project activities for the period of the Project.
    - ii. an audit conducted by an independent third party for the period of the Project
    - iii. results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
    - iv. a reconciliation of financial reporting.



## SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

### SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of London (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

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

\_\_\_\_\_  
Signature

**SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM**

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of London (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. That I hold the position of \_\_\_\_\_ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

*[If applicable, add:]*

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

*[If applicable, add:]*

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:  
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

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

\_\_\_\_\_ Signature

## **SCHEDULE E – COMMUNICATIONS PROTOCOL**

### ***SCHEDULE E.1: PURPOSE***

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to any Program funding and the Project funded under this Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

### ***SCHEDULE E.2: GUIDING PRINCIPLES***

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits from each Party.

The communication activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

### ***SCHEDULE E.3: GOVERNANCE***

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

### ***SCHEDULE E.4: PROGRAM COMMUNICATIONS***

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

### ***SCHEDULE E.5: JOINT COMMUNICATIONS***

Canada, the Recipient, or other funding contributors may request to have Joint Communications about the Project.

Joint Communications include, but are not limited to, media events such as news conferences; in-person and virtual funding announcements; official milestone events or ceremonies like ground breakings and openings; and news releases.

The Parties agree to have regular media events about the funding and status of the Project. Key milestones may be marked by public events, news releases and/or other mechanisms.

Joint Communications related to the Project funded under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.

All Joint Communications material will be approved by Canada prior to release, and will recognize the funding of all Parties.

The requestor of a Joint Communication will provide at least fifteen (15) business days of notice to the other Parties of their intention to undertake such a communication. If the Joint Communication activity is a funding announcement or milestone event, it will take place on and at a mutually agreed upon date, time, and location.

The Party undertaking these activities will provide equal opportunity for the other Parties to participate and choose their own designated representative. Each Party will be represented by an equal number of individuals, in joint communications and events, unless otherwise agreed upon. All Joint Communications will recognize the funding of all contributors.

The Ultimate Recipient of the Project will be responsible for providing communications and logistics support for both virtual or onsite events. Canada will be responsible for development, translation and approvals of joint communications products for funding announcements (ex. news releases, media advisories). Milestone communications (such as ground breakings and ribbon cuttings), will be coordinated by ultimate recipients and all funding partners will be invited and recognized. Communications materials (such as media advisories and news releases) for milestone announcements are developed by the ultimate recipient and will offer Canada and other funding partners the ability to contribute a quote.

All Joint Communications material related to media events must be approved by Canada and recognize the funding of all Parties (Canada, Provinces/Territories, Recipient and others as appropriate).

All Joint Communications material related to funding announcements must reflect Canada's Policy on Official Languages and the Federal Identity Program.

The conduct of all Joint Communications and media events and products will follow the [Table of Precedence for Canada](#).

### **SCHEDULE E.6 INDIVIDUAL COMMUNICATIONS**

The Recipient will ensure that:

- a. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.
- b. The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [photo@infrc.gc.ca](mailto:photo@infrc.gc.ca) along with the Project's name and location.

### **SCHEDULE E.7: OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

**SCHEDULE E.8: SIGNAGE**

Canada, the Recipient and other funding contributors may request a Project sign recognizing their funding contribution to a Project.

Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.

The joint sign design, content, and installation guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.

Digital signage may also be used in addition to or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient agrees to inform Canada of federal sign installations, through the project progress report (Schedule C).

Where a physical sign is being installed, signage should be erected at the Project site(s) thirty (30) days, or one month, prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after the construction is completed and the infrastructure is fully operational or open for public use.

Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

**SCHEDULE E.9: COMMUNICATIONS COSTS**

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

**SCHEDULE E.10: ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the Project. However, such a campaign must respect the provisions of this Agreement and the [Government of Canada requirements for advertising](#). In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

## SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION<sup>4</sup>

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities, and City of London (the “Recipient”), represented by \_\_\_\_\_(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, \_\_\_\_\_(Name), of the City/Town of \_\_\_\_\_, Province/Territory of \_\_\_\_\_, declare as follows:

1. I hold the position of \_\_\_\_\_with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
  
- 2.
  
- a) I have received the following documents for the [PROJECT NAME] Project:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
  - ii. ...
  
- b) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the \_\_\_\_\_ day of the \_\_\_\_\_ 20\_\_.

*[Insert #3, if applicable:]*

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
  - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by \_\_\_\_\_ (Name), a \_\_\_\_\_ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
  - ii. ...

*[Insert #4, if applicable:]*

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., *the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime*]:
  - i. [LIST NAME OF RELEVANT DOCUMENT] signed by \_\_\_\_\_ (Name), an \_\_\_\_\_

<sup>4</sup> Include known documents required under the program in in the space provided. Use a separate line for each document using the same text/approach as in subparagraph i of each section. Additional documents may be added to this schedule over the course of the agreement on concurrence of the Parties. If applicable, as per Section 5 (Agreement Monitoring Committee), the AMC may review and recommend at any point over the duration of the Agreement that notice be provided to change this schedule. As per Section 9 (sub-section 9.3 or 9.5 depending on the circumstance) - Declaration of Substantial Completion - the Recipient is to request confirmation in writing from Canada as to whether the list of documents is complete prior to signing the Declaration and submitting it to Canada with the final claim.

(Profession, e.g. environmental consultant or other applicable professional).

ii. ...

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at \_\_\_\_\_ (City/Town), in \_\_\_\_\_  
(Province/Territory)

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

\_\_\_\_\_  
Signature

## Report to Community and Protective Services Committee

**To:** Chair and Members  
Community and Protective Services Committee  
**From:** Kevin Dickins, Deputy City Manager, Social and Health  
Development  
**Subject:** Housing Stability Services 2023-24 Contract Amendments  
**Date:** July 18, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions **BE TAKEN** with respect to this Housing Stability Services 2023-24 Contract Amendments report that;

- a) the contract amendments **BE APPROVED** at a total estimated cost of \$2,098,650 (including HST) for the period of April 1, 2023, to March 31, 2024, to administer Housing Stability Services programs, as per the Corporation of the City of London Procurement Policy Section 20.3 e) ii) to the service providers outlined in Schedule 1 of this report;
- b) **TO AUTHORIZE** and **APPROVE** a one-time funding allocation of up to \$374,210 from the Social Services Reserve Fund for London Cares Homeless Response Services to support security services for 602 Queens Avenue and 448 Horton Street locations as outlined on the attached Schedule 1 of this report;
- c) that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project; and
- d) that the approval given herein **BE CONDITIONAL** upon the Corporation amending existing Purchase of Service Agreements with each program.

## Executive Summary

Civic Administration has received a significant number of community requests to support ongoing operations and prevent service level reductions within the existing funded Housing Stability System. As the health and homelessness work continues to shift the service delivery landscape in London, maintaining the current system while this work continues is a key commitment from the City. As such, Civic Administration canvassed currently funded organizations on their financial need to maintain existing service levels. Based on the requests received from these agencies, Civic Administration is recommending approval of additional funding through one-time amendments, to existing contracts for the programs outlined in Schedule 1 of this report to be funded through Housing Stability Services in 2023-24.

The funding increases outlined above have been requested by Service Providers to support staff retention and cover increased costs to maintain existing service levels. Civic Administration recommends approving the funding requests through contract amendments as per section 20.3 of the City of London Procurement of Goods and Services Policy.

This report also provides an overview of 2023-24 Housing Stability Services funding from all levels of government for informational purposes.

## Linkages to the Corporate Strategic Plan

This report aligns with the strategic areas of focus in the 2023-2027 [City of London Strategic Plan](#). The City of London Strategic Plan (2023-2027) identifies housing and homelessness as a key area of focus, and housing and homelessness work is identified throughout the Strategic Plan, impacting all areas of life for Londoners.



Some key outcomes that are supported through the investments outlined in this report include:

- The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.
- London has a robust community system of health, homelessness, housing stability services, policies, procedures and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.
- The City of London enhances the confidence of Indigenous Peoples by furthering truth and reconciliation efforts.
- The City of London is a leader in becoming an equitable and inclusive community.
- London is an affordable and supportive community for individuals and families.
- The City of London demonstrates leadership by taking meaningful actions to address and eliminate all forms of violence against women and girls, gender-based violence, and sexual violence.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019-2024)

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

## **Analysis**

### **1.0 Background Information**

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

- 2022-2023 Winter Response and Community Accountability Working Group Funding Reallocation Request (CPSC: April 12, 2023)
- Multi-Program Ontario Transfer Payment Agreement – Homeless Prevention Program Approval (CPSC: March 29, 2022)
- Single Source Award Recommendation for Housing Stability Service Programs; Including Outreach, Emergency Shelter and Housing Stability Bank (CPSC: February 1, 2022)
- Single Source Procurement – London Homeless Prevention Housing Allowance Program (CPSC: February 1, 2022)
- 2022-2023 Single Source Award Recommendation for Housing Stability Service Programs; Including Housing First, Supportive Housing and Day Drop-in Programs (CPSC: March 1, 2022)
- Housing Stability Services – Single Source Procurements (CPSC: May 31, 2022)
- Contract Award Recommendation for Housing Stability Services- Request for Proposal 20-07 (CPSC: March 31, 2020)
- Irregular Result - Request for Proposal 20-63 - Contract Award Recommendation for Homeless Prevention Resting Spaces (CPSC: December 15, 2020)

#### **1.2 Overview**

Civic Administration is recommending approval for contract amendments to increase the value of funding agreements with the Service Providers listed in Schedule 1 of this report, up to a total amount of \$2,472,860 in 2023-24.

Recommended contract amendments provide additional funding to support Service Providers with increased staffing and operational costs, as outlined in Section 2 of this report.

## 2.0 Discussion and Considerations

### Housing Stability Services Funding

Housing Stability Services receives funding through all levels of government, including through the Ontario Homelessness Prevention Program, Reaching Home: Canada's Homelessness Strategy, and municipal funding through the City of London Multi-Year Budget.

In 2022-23, the Ontario Homelessness Prevention Funding Program (HPP) replaced the Ontario Community Homelessness Prevention Initiative (CHPI). HPP is a provincially-funded program that supports Ontario's municipal Service Managers to provide affordable housing and support services for people at risk of or experiencing homelessness. The objective of the program is to support Service Managers in preventing, addressing and reducing homelessness, including chronic homelessness.

In 2022-23, the Ontario Government developed a new funding allocation model to respond to the recommendations from the Office of the Auditor General of Ontario Value for Money Audit of Homelessness (2021).

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

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

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

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

In February 2023, the City of London received an increase of \$8,459,400 in HPP funding over the 2022-23 allocation, bringing total HPP funding for 2023/2024 up to \$21,834,400. This increase to the HSS budget provides an opportunity to better support the health and homelessness system transformation work, assist current housing stability programs with increased staffing and operating costs to prevent service level reductions as many programs have not had a funding increase to their base allocation in several years, despite increased operating costs and challenges with front-line staff retention.

### Housing Stability Services Funding Overview

As noted, the City of London Housing Stability Services department receives funding from the Provincial and the Federal Governments and is also supported through municipal funding approved in the City of London's Multi-Year Budget. A high-level overview of Housing Stability Services 2023-24 funding allocation breakdowns is provided below.

Service Category	HSS Total Expenditure by Service Category				
	HPP Funding	Municipal Funding	Federal Funding	Canada Ontario Housing Benefit	Total Funding
Community Outreach and Support Services	\$ 2,381,000.00	\$ 963,000.00	\$ 719,636.00	\$ -	\$ 4,063,636.00
Supportive Housing	\$ 3,942,626.00	\$ 609,040.00	\$ 2,730,154.00	\$ -	\$ 7,281,820.00
Emergency Shelter Solutions	\$ 6,674,319.00	\$ 1,174,681.00	\$ -	\$ -	\$ 7,849,000.00
Housing Assistance	\$ 1,231,488.00	\$ 4,989,615.00	\$ -	\$ 1,187,500.00	\$ 7,408,603.00
Administration	\$ 1,034,757.00	\$ 1,861,905.00	\$ 177,842.00	\$ -	\$ 3,074,504.00
Capital Allocations	\$ -	\$ 1,050,000.00	\$ 2,700,000	\$ -	\$ 3,750,000.00
Unallocated	\$ 5,675,107.00	\$ 125,563.00	\$ 1,571,154	\$ -	\$ 7,371,824.00
County	\$ 895,103.00	\$ -	\$ -	\$ -	\$ 895,103.00
<b>Total</b>	<b>\$ 21,834,400.00</b>	<b>\$ 10,773,804.00</b>	<b>\$ 7,898,786.00</b>	<b>\$ 1,187,500.00</b>	<b>\$ 41,694,490.00</b>

NOTE: Federal funding total includes \$6,706,909 of one-time funding that ends March 31, 2024.

Service Provider Increased Costs

Service Providers have identified the following reasons for requiring additional funding in 2023-24, including:

- Several Service Providers have undertaken exercises to address their salary grid with the intention of ensuring Pay Equity compliance while also ensuring compensation is competitive and reflects the vital work staff undertake in serving high acuity individuals experiencing homelessness in London. For many Service Providers, this represents the first increase in staff salaries in several years.
- Maintenance and Repairs – with the growing acuity levels and the increasing time in which program participants are remaining within Housing First programs, there has been increased maintenance costs beyond historical levels.
- Additional security at the London Cares service locations at 602 Queens Ave and 448 Horton St to address the increased behaviours and aggression of participants and to support concerns raised as part of neighbourhood engagement.
- Supporting site location measures in partnership with onsite providers and City staff to assist participants and provide safe locations for all.
- Additional staffing to support program participants to retain and maintain housing.

These additional costs are items that agencies have not been able to plan for or otherwise fund.

The Whole of Community System Response

The City of London has brought together organizations in both the health and homelessness sectors in London, to work collaboratively on the design and implementation of The Whole of Community System Response to homelessness. Through this work, a new system to support individuals and families experiencing homelessness is being created, which will provide culturally safe and low barrier care. Implementation of the Whole of Community System Response is now underway.

Procurement Process

The Service Providers outlined in Schedule 1 of this report were approved through Request for Proposal or single source procurements between 2020 and 2023 (attached as Schedule 1 for procurement numbers).

Funding increases in Schedule 1 are recommended by Civic Administration as per Section 20.3 of the City of London Procurement of Goods and Services Policy. Section 20.3 notes the following:

*20.3 Contract Amendments*

- a. No amendment to a contract shall be made unless the amendment is in the best interest of the City.*
- b. No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.*
- c. Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within City Council approved budgets including authorized amendments.*
- e. City Council must authorize contract amendments, as per 8.5 a, when:
  - ii. the total amended value of the contract will exceed the Council approved source of financing by an amount greater than \$50,000 or 3% of original contract value, whichever is greater, and there are funds available.**

All Service Providers outlined in Schedule 1 of this report have an existing Purchase of Service agreement with The City of London. Pending approval, funding will be administered through contract amendments to 2023-24 agreements.

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

Additional funding is outlined in the attached Schedule 1 of this report, totalling \$2,472,860 will be funded through additional HPP funding, Reaching Home funding and/or municipal reserve funding in 2023-24. There will be no long term municipal budgetary impact from this change.

## **Conclusion**

**PREPARED BY: Kate Green, Manager, Housing Stability Services**

**SUBMITTED BY: Craig Cooper, Director, Housing Stability Services**

**RECOMMENDED BY: Kevin Dickins, Deputy City Manager, Social and Health Development**

# Schedule 1

	Service Provider	Program	Proposal	Current 2023-24 Allocation	Current Procurement #	Requested Increase	Adjusted 2023-24 Allocation (pending approval)
1	The Governing Council of the Salvation Army in Canada	The Salvation Army Centre of Hope	Extension of additional 16 beds to March 31, 2024. (8 men and 8 women)	\$1,965,000	SS-2022-022	\$307,850	\$2,272,850
2	The Governing Council of the Salvation Army in Canada	The Housing Stability Bank	Increase grant funding for 1st and last months rent and arrears.	\$1,300,000	SS-2022-027	\$456,750	\$1,756,750
3	Unity Project For the Relief of Homelessness	Unity Project Emergency Shelter	Increase wages for front line workers and additional unexpected costs for move from hotel	\$1,190,000	SS-2022-157	\$100,000	\$1,290,000
4	Mission Services of London	The Men's Mission Emergency Shelter	Increased maintenance, food and building costs	\$1,850,000	SS-2022-021	\$162,600	\$2,012,600
5	Mission Services of London	Rotholme Women's and Family Shelter	Increased food and building costs	\$1,000,000	SS-2022-023	\$62,500	\$1,062,500
6	Youth Opportunities Unlimited	Youth Emergency Shelter	Increased wages for front line staff and maintenance and repairs	\$1,150,000	SS-2022-025	\$125,000	\$1,275,000
7	Youth Opportunities Unlimited	Rapid Rehousing Program	Increased wages for front line staff and maintenance and repairs	\$140,245	RFP 20-07	\$8,250	\$148,495
8	Youth Opportunities Unlimited	Housing First for Youth Mobile Team	Increased wages for front line staff and maintenance and repairs	\$375,000	SS-2022-068	\$43,000	\$418,000
9	Youth Opportunities Unlimited	Cornerstone Housing	Increased wages for front line staff and maintenance and repairs	\$225,000	SS-2022-066	\$90,000	\$315,000
10	London Cares Homeless Response Services	Outreach Program	Increased wages for front line staff and maintenance and repairs	\$1,475,000	SS-2022-026	\$101,700	\$1,576,700
11	London Cares Homeless Response Services	Encampment Response Team	Increased outreach supports for encampments	\$0	SS-2022-026	\$162,900	\$162,900
12	London Cares Homeless Response Services	Resting Spaces (10 Beds)	Respond to fill the gap of increased operating costs for the existing resting spaces	\$644,000	RFP 20-63	\$133,500	\$777,500
13	London Cares Homeless Response Services	Winter Response Resting Space (5 beds)	Extend additional 5 beds to march 31, 2024 including additional operating costs	\$2,915,425	RFP 20-63	\$109,000	\$3,024,425
14	St. Leonard's Society of London	Project Home	Increased wages for front line staff and maintenance and repairs	\$956,000	SS-2022-061	\$72,450	\$1,028,450
15	Canadian Mental Health Association, Thames Valley Addiction & Mental Health Services	Holly's House	Additional staff to support program more effectively	\$600,000	SS-2022-158	\$83,600	\$683,600

	Service Provider	Program	Proposal	Current 2023-24 Allocation	Current Procurement #	Requested Increase	Adjusted 2023-24 Allocation (pending approval)
16	Canadian Mental Health Association, Thames Valley Addiction & Mental Health Services	Street Level Women at Risk	Increased wages for front line staff	\$570,000	SS-2022-060	\$50,000	\$620,000
17	Regional HIV/AIDS Connection	John Gordon Home	Increased wages for front line staff	\$115,000	SS-2022-067	\$29,550	\$144,550
		<b>Sub-total</b>				<b>\$2,098,650</b>	
18	London Cares Homeless Response Services	Security at 602 Queens Ave	Cost of security	\$915,000	SS-2022-026	\$332,945	\$1,247,945
19	London Cares Homeless Response Services	Security at 448 Horton St	Cost of security	\$2,915,425	RFP 20-63	\$41,265	\$2,956,690
		<b>Sub-total</b>				<b>\$374,210</b>	
		<b>Total</b>		<b>\$20,301,095</b>		<b>\$2,472,860</b>	<b>\$22,773,955</b>

## Report to Community and Protective Services Committee

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

**From:** Kevin Dickins, Deputy City Manager, Social and Health Development and  
Scott Mathers, Deputy City Manager, Planning and Economic  
Development

**Subject:** Primary Care Recruitment, Transition into Practice, and Retention  
Program Funding Request

**Date:** July 18, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development and with the concurrence of the Deputy City Manager, Planning and Economic Development, the following actions **be taken** with respect to the July 18, 2023, Primary Care Recruitment, Transition into Practice, and Retention Program Funding Request;

- a. The Middlesex London Ontario Health Team - Primary Care Recruitment report and presentation **BE RECEIVED** for information purposes,
- b. The City's financial contribution **BE APPROVED** from the Economic Development Reserve Fund in the amount of \$80,000 per year for 3 years, and
- c. Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to Middlesex London Ontario Health Team - Primary Care Recruitment Program.

## Executive Summary

Like many other communities across Canada, London is continuing to see an increase demand in Primary Care.

The Purpose of this report is to seek funding for our Primary Care Recruitment, Transition into Practice, and Retention Program. As outlined in the attached as Appendix A, a Funding Request for Primary Care Recruitment and Retention Program.

The Middlesex London Ontario Health Team (MLOHT) is a dedicated team of local healthcare providers and community members who are working together to better connect healthcare and supports across Middlesex County & London.

Within the MLOHT, a Primary Care Recruitment, Transition into Practice, and Retention Program Working Group was created to review the needs of Middlesex and London. The group has completed a thorough review of various regions' recruitment programs.

## Linkage to the Corporate Strategic Plan

This report aligns with the following strategic areas of focus in the 2023-2027 [City of London Strategic Plan](#):

Wellbeing and Safety:

- London has safe, vibrant, and healthy neighbourhoods and communities.
- London is an affordable and supportive community for individuals and families.
- Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life.
- Londoners have access to quality, affordable, and timely services.
- Londoners have equitable access to key services, community supports, and recreational opportunities that enhance wellbeing and resilience.

Economic Growth and Prosperity:

London encourages equitable economic growth and diversification:

London is a regional centre that proactively attracts and retains talent, business, and investment.

Improved health equity across neighbourhoods.

- Continue to apply a health equity lens to the delivery of MLHU programs and services.
- Increase focus on addressing food insecurity in priority neighbourhoods.
- Increase the capacity of employees to understand and have empathy for mental health as we deliver services to Londoners. d. Consider mobility poverty in health equity strategies.

London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council’s recognition of the health and homelessness emergency.

Links to Community Recovery

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

**Analysis**

**1.0 Background Information**

**1.1 Previous Reports Related to this Matter**

No other reports related to this matter

**2.0 Discussion and Considerations**

As a partnership between MLOHT and the primary care sector, working groups were formed to develop a driver diagram to identify change initiatives to improve access to primary care in Middlesex London area. Middlesex London Ontario Health Team (MLOHT) overview of purposed initiatives, Access to Primary Care: Recruitment, Transition into Practice and Retention Program are outlined as attached in schedule 1, to this report.

As a result of those working groups, three change initiatives were prioritized for implementation:

- 1. Develop a Coordinated Recruitment/Transition into Practice Program**
2. Decrease administrative burden through increasing awareness of digital tools that help improve capacity/reduce administrative burden.
3. Empower/enable healthcare workers to work to full scope of practice (NPs, MDs, RNs, RPNs, Medical Office Administrators and others)

Middlesex London is not attracting enough primary care providers to provide primary care to its growing population let alone replacing the retiring physicians. Most other municipalities in Ontario have a recruitment program (of varying sizes and scope). These physician recruitment programs consist of entirely municipally funded strategies or partially funded programs in partnership with other organizations as seen in **Figure 1** below.

There are currently no consistent processes or resources to support proactive recruitment of family medicine residents to encourage them to set up practices in London. The economic well-being of Middlesex London is intricately linked with the health of its people and family physicians are one of the cornerstones of the health care system.

Figure 1.

Region	Program	Annual Budget	Funders	Oversight
Sarnia Lambton County	<a href="#">Bluecoast Primary Care</a>	\$100K	City of Sarnia Lambton County Municipalities Interest from Investments	Recruitment Task Force



			<b>Other</b>	
Kingston	<a href="#">Possible Made Here</a>	\$250K + \$35K	City of Kingston	City Council
Hamilton	<a href="#">Hamilton Physicians</a>	\$180K	City of Hamilton McMaster University Hamilton FHT McMaster Dept of FM Hamilton Health Sciences St. Josephs Health Care Greater Hamilton Health Network OHT Hamilton Chamber of Commerce	GHHN OHT
KW	<a href="#">Greater KW Physician Recruitment</a>	?	Municipal and Corporate Funding	Chamber Health Care Resources Council
Cambridge	<a href="#">Doctors4Cambridge</a>	\$100K	City, Hospital, Private Donors	Chamber of Commerce

## 2.1 Key Issues for London

In London there is a growing inequity in physician distribution throughout the city where currently East London has 3.25 family physicians for every 10,000 residents. This is in contrast to the rest of London where the rates per every 10,000 residents sits at 8.4.

Compounding the challenges in London is the lack of existing physicians accepting new patients. At time of writing, according to Middlesex London Ontario Health Team (MLOHT) data, no physicians are registered with Health Care Connect, meaning there are no expansive plans for those in need of a physician to access.

New provincial guidelines expect physicians to set up in groups of six (6) or more. This new requirement paints a grim picture in London as only 32% of Family Physicians (FPs) have access to Team Based Care.

Increasingly, LEDC is seeing expanding or locating companies, either directly or through site selectors and other levels of government, have a greater emphasis on the degree to which a community is a great place to live and prosper. Requested information at initial and subsequent new investment enquiries received by LEDC have not only included direct business considerations (land and talent availability, market access, business conditions, etc.) but also an increased emphasis on healthcare, housing, transit, and childcare considerations, as well as engagement, diversity, environmental, and safety considerations.

The Fraser Institute released in 2013 a collection of articles titled *Reducing Wait Times for Health Care: What Canada Can Learn from Theory and International Experience* and found that patients or caregivers of patients waiting for healthcare typically displayed a reduction in economic activity caused by absenteeism (time spent out of the workforce as a consequence of untreated health problems), or presenteeism (reduced on-the-job productivity of employees as a consequence of health problems). There are also avoidable healthcare system costs including additional appointments, tests, procedures, and medications associated with delayed medical care.

Many patients are turning to emergency rooms for primary healthcare and are contributing to hospital overcrowding. When the system is stressed or caregivers are rushed, decision making is altered, rates of error increase, and important processes of care are impeded. For example, healthcare providers may limit tests, shorten consultations, or shorten observation periods to free space for other patients. Multiple studies referenced by the Fraser Institute found there to be statistically significant linkages between an increase in primary care physicians per capita with lower mortality rates.

## 2.2 Program Overview

The Middlesex London Ontario Health Team (MLOHT) Primary Care Recruitment and Retention Program aims to address the current challenges through targeted initiatives, including:

- a. Hiring a Recruitment Coordinator: MLOHT will hire a dedicated Recruitment Coordinator to actively engage with key stakeholders to attract and recruit primary care providers, with an initial focus on family physicians, to our area. This role will also be involved in retention strategies, as outlined below.
- b. Retention Strategies: MLOHT will implement retention strategies such as mentorship programs, professional development opportunities, and initiatives to improve work-life balance, aiming to retain existing primary care providers within the community.

The role of the Recruitment and Retention Coordinator would be to coordinate activities designed to increase and stabilize the number of primary care practices in Middlesex London to meet the primary care needs of the population. These deliverables have been identified by MLOHT as follows:

- Regional strategy development
- Stakeholder Engagement
- Physician Recruitment activities
- Physician Retention activities

The program aims to launch in October of 2023.

### **3.0 Funding Impact/ Considerations**

The total cost of implementing and running the Primary Care Recruitment and Retention Program is estimated to be \$200,000 per year. This budget includes the salary and benefits of the recruitment coordinator, as well as the expenses associated with organizing events and outreach initiatives.

#### **Funding Partners:**

The Middlesex London Ontario Health Team is seeking financial support for a minimum of three years from a variety of organizations, including the City of London, Middlesex County, London Economic Development Corporation, Schulich School of Medicine & Dentistry, London Health Sciences Centre, St. Joseph's Health Care and Middlesex Hospital Alliance. MLOHT and their Coordinating Council believe that a collaborative approach is essential to effectively address the primary care physician workforce shortage in our community.

MLOHT is also seeking in-kind contributions to the program from both the organizations listed above and other organizations in the region. Examples of in-kind contributions from organizations for consideration include marketing and communications support, equipment and supplies, planning and implementation working group members.

The MLOHT is requesting \$80,000 per year for a minimum of 3 years as a financial contribution from the City of London. It is recommended by Civic Administration that this contribution be approved, with the funds sourced from the Economic Development Reserve Fund due to the anticipated economic benefits associated with this initiative as noted above. The current uncommitted balance of the Economic Development Reserve Fund is approximately \$11.0 million prior to the approval of this expenditure.

### **4.0 Next Steps**

The Middlesex London Ontario Health Team (MLOHT), along with identified partners will continue to advance the work to finalize an operational Terms of Reference and through the MLOHT Coordinating Council refinement of preliminary Key Performance Indicators will take place. The Physician Recruitment program is set to launch in October, 2023.

## **Conclusion**

**Recommended by:** Kevin Dickins, Deputy City Manager, Social and Health Development  
**Concurred by:** Scott Mathers, Deputy City Manager, Planning and Economic Development

cc: Kapil Lakhotia, President & CEO London Economic Development Corporation (LEDC)  
 Robert Collins, Senior Advisor, Workforce Initiatives, London Economic Development Corporation (LEDC)

Christine Wilton, Director, Workforce Development, London Economic Development Corporation (LEDC)



Melissa Linseman

Middlesex London Ontario Health Team

May 30, 2023

Kevin Dickins

City of London

Dear Kevin,

Subject: Funding Request for Primary Care Recruitment and Retention Program

On behalf of the Middlesex London Ontario Health Team's Primary Care Recruitment, Transition into Practice and Retention project team and in follow-up to the meeting held on Thursday May 25, I am writing to seek funding support for our Primary Care Recruitment and Retention Program, aimed at addressing the critical shortage of family physicians in the City of London and Middlesex County. Our new program will focus on both recruitment and retention efforts, aiming to provide a coordinated response to this pressing issue.

Detailed background information including other municipalities' programs, and details about our proposed solution are included in the attached documents, the slide deck presented at the meeting and the draft Terms of Reference for the Primary Care Recruitment and Retention Program Working Group.

Program Overview:

Our Primary Care Recruitment and Retention Program aims to address the current challenges through targeted initiatives, including:

- a. Hiring a Recruitment Coordinator: We will hire a dedicated Recruitment Coordinator to actively engage with key stakeholders to attract and recruit primary care providers, with an initial focus on family physicians, to our area. This role will also be involved in retention strategies, as outlined below.
- b. Retention Strategies: We will implement retention strategies such as mentorship programs, professional development opportunities, and initiatives to improve work-life balance, aiming to retain existing primary care providers within our community.



## Budget:

The total cost of implementing and running the Primary Care Recruitment and Retention Program is estimated to be \$200,000 per year. This budget includes the salary and benefits of the recruitment coordinator, as well as the expenses associated with organizing events and outreach initiatives.

## Funding Partners:

We are seeking financial support for a minimum of three years from a variety of organizations, including the City of London, Middlesex County, London Economic Development Corporation, Schulich School of Medicine & Dentistry, London Health Sciences Centre, St. Joseph's Health Care and Middlesex Hospital Alliance. We believe that a collaborative approach is essential to effectively address the primary care physician workforce shortage in our community.

We are also seeking in-kind contributions to the program from both the organizations listed above and other organizations. Examples of in-kind contributions from organizations for consideration include marketing and communications support, equipment and supplies, planning and implementation working group members.

Based on our estimates, we would be looking for \$80,000 per year for a minimum of 3 years as financial contribution from the City of London. We also encourage any in-kind contributions from your organization that could help support the development or execution of the program.

We firmly believe that by investing in our Primary Care Recruitment and Retention Program, we can make a significant and lasting impact on the healthcare landscape of our community. Your support will enable us to attract and retain primary care providers, improving equitable access to high-quality primary care for all residents.

We kindly request a response to this request by Friday June 30, 2023. We are open to supplying any additional information or requirements you may have and look forward to your response.

Thank you for considering our funding request, and we remain available to provide any additional information you may require.

Sincerely,

Melissa Linseman

Project Lead, Primary Care Recruitment, Transition into Practice and Retention Program

[Melissa.linseman@thamesvalleyfht.ca](mailto:Melissa.linseman@thamesvalleyfht.ca)

226-268-9926



# Access to Primary Care:

## Recruitment, Transition into Practice and Retention Program



# Comprehensive Primary Care in Middlesex London

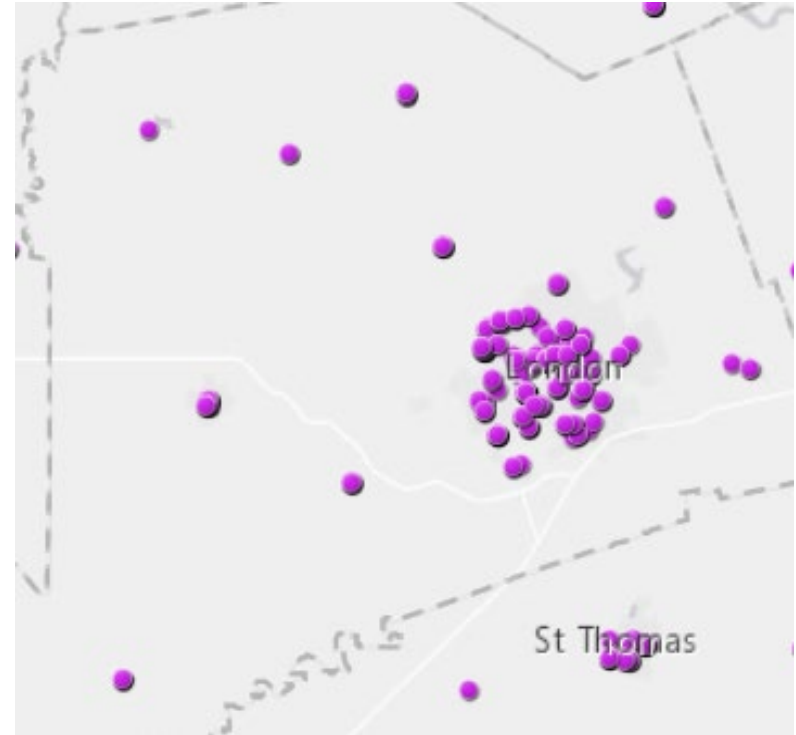
	<b>London</b>	<b>Middlesex</b>
# Family Physicians (FP) with Primary Care Practices	281	50
Average # Patients/ FP	1237	1321
% of Health Card Holders rostered to a FP 60+ years old	21%	27%

It is estimated that over 65,000 residents of Middlesex London do not have access to a primary care provider



# Key Issues: Middlesex County

- **Age of Physicians**
  - 27% of patients rostered to FPs >60 years
- **Patient Rosters**
  - Older FPs in Middlesex have large patient rosters
- **Rurality**
  - Difficult to replace physicians in rural locations
- **Infrastructure**
  - No additional clinic space available for expansion in most locations



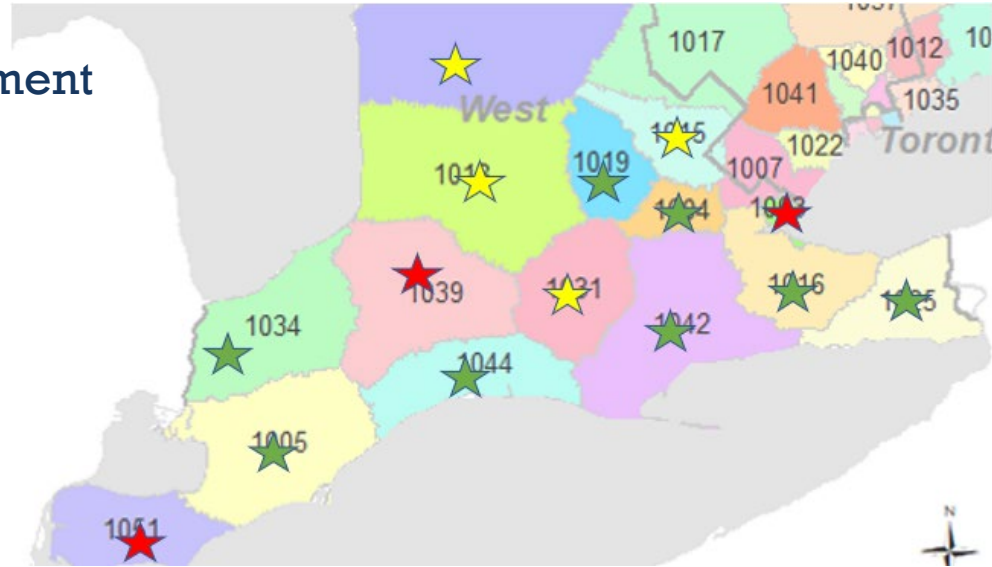


# Physician Recruitment Programs



# Physician Recruitment Programs – OH West

- ★ OHT Wide Recruitment
- ★ Local Recruitment
- ★ No Recruitment



# Physician Recruitment Programs

Region	Program	Annual Budget	Funders	Oversight
Sarnia Lambton County	<a href="#">Bluecoast Primary Care</a>	\$100K	City of Sarnia	Recruitment Task Force
			Lambton County Municipalities	
			Interest from Investments	
			Other	
Kingston	<a href="#">Possible Made Here</a>	\$250K + \$35K	City of Kingston	City Council
Hamilton	<a href="#">Hamilton Physicians</a>	\$180K	City of Hamilton	GHHN OHT
			McMaster University	
			Hamilton FHT	
			McMaster Dept of FM	
			Hamilton Health Sciences	
			St. Josephs Health Care	
			Greater Hamilton Health Network OHT	
Hamilton Chamber of Commerce				
KW	<a href="#">Greater KW Physician Recruitment</a>	?	Municipal and Corporate Funding	Chamber Health Care Resources Council
Cambridge	<a href="#">Doctors4Cambridge</a>	<del>7500K</del>	City, Hospital, Private Donors	Chamber of Commerce



# Proposal

Middlesex London Primary Care Recruitment and Retention Program



# Role of the Middlesex London OHT in Primary Care Recruitment and Retention

Improving Access to Primary Care is a Key Performance Indicator (KPI) for the MLOHT

- Work with partners to establish and implement Primary Care Recruitment and Retention Program, including managing recruitment for the Coordinator role
- Provide infrastructure for administration and oversight of the Recruitment and Retention Program and Coordinator (e.g., payroll, accountability/performance management)



# Role of a Recruiter





# ML OHT Physician Recruitment Partners Proposal for Consideration

Partner	Financial Contribution Min 3-year, \$200,000/year	In Kind Contribution
City of London	40%	
Middlesex County	10%	
MLOHT		Planning and implementation support from MLOHT Operations Team Members (OHT Lead, OHT Clinical Leads, OHT Clinical Project Assistant), administrative support and infrastructure for Recruitment Coordinator
LEDC	10%	Marketing, communication, collateral development, business startup, and recruitment activity supports, London Health Jobs
London Chamber of Commerce		Networking partner employment supports, website link
Schulich School of Medicine & Dentistry	10%	
Department of Family Medicine		
LHSC	15%	
SJHC	10%	
MHA	5%	
MLHU		
LDAM		
LMPCA		Project management, planning and implementation support from Primary Care Transformation Lead



# Next Steps

- Response by June 30/23
- Program to start by October 1/23







MIDDLESEX  
LONDON  
Ontario Health Team

# Thank you!

For more information,  
Email [melissa.linseman@thamesvalleyfht.ca](mailto:melissa.linseman@thamesvalleyfht.ca)

## Report to Community and Protective Services Committee

**To:** Chair and Members, Community and Protective Services Committee  
**From:** Scott Mathers, MPA P.Eng.,  
Deputy City Manager, Planning and Economic Development  
**Subject:** Municipal Contribution Agreement for Vision SOHO Alliance  
**Date:** July 18, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following actions **BE TAKEN:**

- a) The Proposed bylaw attached as Appendix "A" BE INTRODUCED at Council on July 24, 2023 to:
  - i. Approve a Contribution Agreement to be entered into between each member of the Vision SOHO Alliance and The Corporation of the City of London;
  - ii. Authorize the Deputy City Manager, Planning and Economic Development to approve amendments to the Contribution Agreement;
  - iii. Authorize the Deputy City Manager, Planning and Economic Development to approve and execute the Tenant Placement Agreement; and
  - iv. Authorize the Deputy City Manager, Planning and Economic Development to execute the Contribution Agreement.

## Executive Summary

On November 23, 2021, the Vision SOHO Alliance, a coalition of non-profit corporations, sought municipal funding for the affordable housing they intend to build on the north portion of the Old Victoria Hospital Lands. On December 7, 2021, Council approved a conditional grant of \$11.2 million for the development of up to 400 affordable housing units. On August 2, 2023, Council approved an increased conditional grant of \$13,9 million to provide up to 400 affordable housing units in the proposed development, subject to a full review of acceptable proforma financial statements, confirmation of other sources of financing, and the development of a municipal contribution agreement.

Civic Administration and the Vision SOHO team have come to terms on the framework of the contribution agreement. SOHO will provide 381 units at a minimum of 80% of MMR for a period of 20-years. As of the submission of this report, the Vision SOHO group has agreed to provide a total of 182 units from the City's waitlist.

## Linkage to the Corporate Strategic Plan

### Housing and Homelessness

Outcome 1 - The City of London demonstrates leadership and builds partnerships to increase quality, affordable, and supportive housing options.

Expected Result – 1.1 Increased access to a range of quality, affordable and supportive housing options that meet the unique needs of Londoners.

Strategies:

- a. Increase the supply, range, and depth of affordability of quality housing options where people feel safe.
- b. Align policies and programs recognizing the broad range of factors that contribute to accessing and maintaining transitional, supportive, community, affordable and market housing.
- c. Address the specific needs of populations, including equity-denied groups, and prioritize housing initiatives that are affordable.

Outcome 2 - London has a robust community system of health, homelessness, housing stability services, policies, procedures, and by-laws in place to support individuals and families at risk of or experiencing homelessness or in precarious housing consistent with Council's recognition of the health and homelessness emergency.

Expected Result – 2.1 Decreased number of Londoners at risk of or experiencing homelessness.

Strategies:

- a. Implement the whole-of-community system response to the health and homelessness crisis that creates pathways to housing.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports

**CPSC November 23, 2021** – [Request for Funding from Vision SOHO Alliance for the Housing Development Project at the Old Victoria Hospital.](#)

**CPSC July 26, 2022** – [Request for Additional Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands](#)

#### 1.2 Project Site History

When the South Street (Old Victoria Hospital) closed in 2013, the buildings were owned by London Health Sciences Center (LHSC), but the majority of the lands were owned by the City of London. An arrangement was made between the City and LHSC in which LHSC contributed costs for the demolition and remediation of the site. The lands were transferred back to the City in phases, including the project lands as phase 2. The project site is

approximately 1.89 hectares, and two buildings remain on site, the Health Services Building and the War Memorial Children’s Hospital to be conserved, repurposed, and integrated into the proposed development.

**1.3 Site Sale**

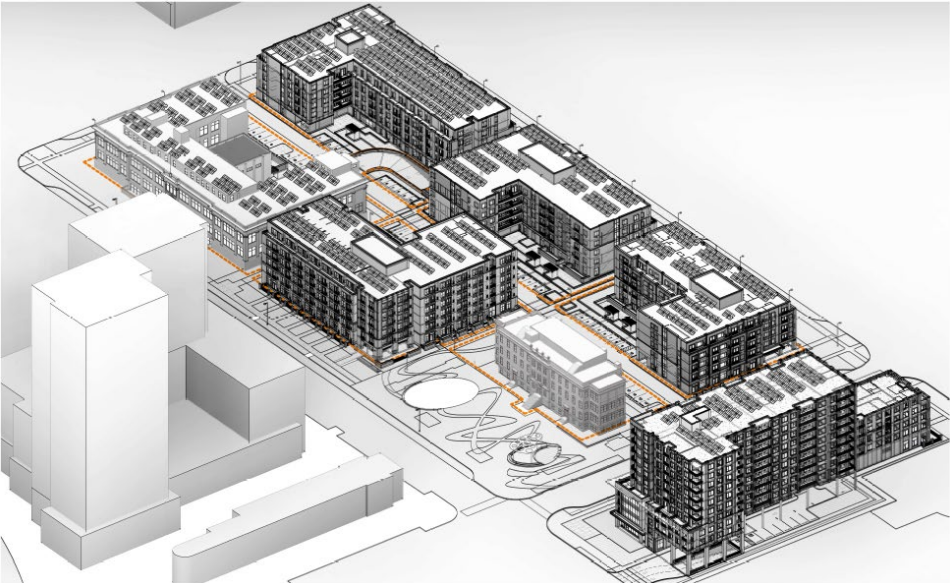
In February of 2021 municipal council approved the sale of the Old Victoria Hospital Lands Phase II (OVHL) to Vision SoHo Alliance group for their proposal to create over 600 units of housing, including up to 400 units of affordable housing. Council’s approval followed a tender sale procurement process for disposition of the OVHL lands which began in August 2020. The Vision SoHo Alliance consists of six regional organizations including; Indwell Community Homes, Zerin Development Corporation, Homes Unlimited (London) Inc., Chelsea Green Home Society, London Affordable Housing Foundation, and Italian Seniors’ Project.

**1.4 Planning Applications**

An application for Official Plan and Zoning By-law Amendments was submitted by the Vision SoHo Alliance to facilitate the project (file: OZ-9418). In November of 2021 Council approved the amendments which ultimately support the development of the Vision SoHo Alliance project. Heritage designation was also applied to the two retained buildings being rehabilitated by Indwell through the November 2021 PEC meeting.

Applications for Site Plan Approval (file: SPA21-081) has been completed with site plan approval issued for both sites. The development agreement was registered for the portion of the lands west of Colborne March 17, 2023. Final approval for the vacant land condo application (file: 39CD-21522) was issued April 19, 2023

Figure 1: Overall Site 3D View – Southeast



## 2.0 The Project

### 2.1 Development Status

Building permit applications have been received for the shared parking lot and the new building by ZerIn on South Street. Securities and the agreements required by planning to approve the developments are in place.

### 2.2 Affordable Units

The Vision SoHo Alliance project will provide 687 new units across the development with 381 of them to be provided as affordable units. Occupancy is anticipated for the majority of the development in 2025 with the earliest in November 2024 and final occupancy in late 2026.

Table 1: Overview of affordable units.

Proponent	Total Units	Affordable Units @ 80% MMR	Commitment to Waitlist	Occupancy
Homes Unlimited (London) Inc.	93	47	10	June 2025
Chelsea Green Home Society	81	41	5	January 2025
London Affordable Housing Foundation	76	39	7	July 2025
ZerIn Development Corporation	119	60	20	February 2025
Indwell - Health Services	96	96	96	January 2025
Indwell - Children's Hospital	42	42	42	November 2024
Residenza Affordable Housing	180	56	2	October 2026
<b>TOTAL</b>	<b>687</b>	<b>381</b>	<b>182</b>	

## 3.0 Municipal Contribution Agreement

### 3.1 Contribution Agreement

Completion of the Project will provide for 381 units for alignment of individuals and families. These municipal interests and the City investment are secured through the terms of the Contribution Agreement (CA) and the subsequent Tenant Placement Agreement (TPA). This agreement sets out the period of affordability and depth (in relation to market rate) in alignment with Federal and Provincial requirements for funding. A rental protocol and

occupancy standards for the affordable units is included to ensure units meet City requirements. The program also targets specific groups, in accordance with the national housing strategy, where greater need has been identified for affordable units.

In order to ensure that projects funded under the Roadmap to 3,000 units provide affordable housing units to those identified by the City as needing affordable housing, a tenant placement agreement forms one of the schedules of a standard municipal contribution agreement.

The CA will reviewed by the City’s Legal Services, Risk Management and Housing Stability Services prior to execution.

**Conclusion**

Approval of the Contribution Agreement, and delegation of authority to approve the Tenant Placement Agreement, between the City and the members of the Vision SoHo Alliance will:

- 1. Secure the municipal interests and investment in the Project.
- 2. Enable the City to secure 381 affordable housing units towards the total of 3,000.
- 3. Enable Vision SoHo Alliance members to access CMHC grant funding and construction financing, and to build in accordance with the approved Development and Condominium Agreements, as required to proceed with construction of the Project.

**Prepared by:** Leif Maitland  
Development Lead, Municipal Housing Development

**Recommended by:** Matt Feldberg MPA, CET  
Director, Municipal Housing Development

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

Appendix ‘A’ – Bylaw

Schedule ‘I’ – Municipal Contribution Agreement

## Appendix 'A'

Bill No.

By-law

A by-law to approve a Contribution Agreement between The Corporation of the City of London and Vision SoHo Alliance members, to authorize the Deputy City Manager, Planning and Economic Development to approve amendments to the Contribution Agreement, the Tenant Placement Agreement and execute the Contribution Agreement and Tenant Placement Agreement

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

AND WHEREAS section 8 of the *Municipal Act, 2001* provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

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

AND WHEREAS subsection 107(1) of the *Municipal Act, 2001* authorizes a municipality to make a grant on such terms as to security and otherwise as the council considers appropriate to any person, group or body for any purpose that the council considers to be in the interests of the municipality;

AND WHEREAS subsection 107(2) of the *Municipal Act, 2001* provides that the power to make a grant includes the power to make a grant by way of loan and to charge interest on the loan;

AND WHEREAS the Municipal Council of The Corporation of the City of London approved a conditional grant of \$13,876,000 to provide up to 400 affordable housing units in a proposed development with Vision SoHo Alliance members;

AND WHEREAS Civic Administration was directed to develop a Contribution Agreement with Vision SoHo Alliance members, subject to submission of additional financial and project information from Vision SoHo Alliance;

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

1. The Contribution Agreement to be entered into between The Corporation of the City of London and each member of the Vision SOHO Alliance attached as Schedule "I" to this bylaw is hereby authorized and approved.
2. The Deputy City Manager, Planning and Economic Development is hereby authorized to approve amendments to the Contribution Agreement authorized and approved pursuant to section 1 of this bylaw.
3. The Deputy City Manager, Planning and Economic Development is hereby authorized to approve and execute the Tenant Placement Agreement prior to first occupancy of each building developed by the members of the Vision SOHO Alliance.
4. The Deputy City Manager, Planning and Economic Development is authorized to execute the Contribution Agreement authorized and approve under section 1 of this bylaw, as may be amended by the Deputy City Manager, Planning and Economic Development pursuant to their authority under section 2 of this bylaw.

PASSED in Open Council on July 25, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023, subject to the provisions of Part VI.1 of the *Municipal Act, 2001*



Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

# CONTRIBUTION AGREEMENT

This Agreement made the day of \_\_\_\_\_ 2023.

## BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

-and-

\_\_\_\_\_ .  
(hereinafter called the "Proponent")

## WHEREAS:

- A. The City of London tendered the lands described as Old Victoria Hospital Lands Phase II in January 2021 for Sale and Redevelopment as set out in Schedule G.
- B. Vision SoHo Alliance consisting of six non-profit affordable housing providers was formed to respond to the tender. See Schedule L for the listing of the members of the Alliance.
- C. The six organizations collectively were successful in being awarded the tender and have entered into an Agreement of Purchase and Sale with the City of London for the property.
- D. Five of the member organizations have created a vacant land condominium and will each have title to a unit within the condominium. See Schedule "M".
- E. The Proponent is a member organization of the Alliance and the owner of Unit [INSERT NUMBER] of the condominium.
- F. Municipal Council of The Corporation of the City of London conditionally approved on December 7, 2021 a Request for Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands and provided a conditional grant for \$11,200,000 to provide up to 400 affordable housing units in the proposed development.
- G. Council further conditionally approved a Request for Additional Funding on August 2, 2022 for \$2,676,000 to increase the total municipal contribution to \$13,876,000.
- H. The City and the Proponent have entered into this Contribution Agreement for the purpose of establishing the Proponent's obligations with respect to the Loan;

NOW THEREFORE, in consideration of the sum of TWO DOLLARS (\$2.00) now paid by the Proponent to the City; the City and the Proponent agree with each other as follows:

## 1. INTERPRETATION

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- "Accessible Units" means a unit located in a fully accessible building that provides items such as grab bars, roll-in shower, counter-top stove, and lower cabinets as well as provisions for

persons with hearing and vision impairments;

- “Affordability Period” means the period during which the rent for the Affordable Rental Housing Units in the Project is required to be maintained at an affordable level, as determined in accordance with this Contribution Agreement;
- “Affordable Rent” means the monthly rent for a unit that does not exceed 80% of the MMR for that Unit. The Affordable Rent must include at least the unit heat, water, fridge, and stove;
- “Affordable Rental Housing Unit” means a new, purpose-built, rental housing accommodation Unit in a building on the Subject Lands which is modest in terms of floor area and amenities, based on household needs and community norms which is rented in accordance with the Contribution Agreement, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- “Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- “CMHC” means the Canada Mortgage and Housing Corporation;
- “Contribution Agreement” or “Agreement” means this agreement entered into between The Corporation of the City of London and the Proponent.;
- “Development Activities” means the development, construction, repair, renovation, rehabilitation or conversion of building(s) for the Project in accordance with the Plans and Specifications approved by the City of London ;
- “First Occupancy” means the first day of the month immediately following the month in which the Affordable Rental Housing Units are rented for the first rental period following Substantial Completion
- “Force Majeure” means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, pandemic, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Contribution Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- “Funding Schedule” means the schedule of funding setting out progress payments for the type of Project attached as Schedule A.
- “Funds” means the Loan
- “Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- “Interest Adjustment Date (IAD)” means the the date which is one year following First Occupancy;
- “Improvements” means the improvements to be made on the Subject Lands required for the Project, consisting of a building and other improvements to be constructed by the Proponent on the property in accordance with the Plans and Specifications;
- “Loan” means the total amount of funds to be advanced to the Proponent, in accordance with the Funding Schedule and subject to the terms of the Contribution Agreement;
- “Minister” means the Minister of Municipal Affairs and Housing;
- “Median Market Rent” or “MMR” means the median monthly market rent for a rental housing unit,

by unit type, as published by CMHC for the London CMA

- “National Housing Act Approved Lenders” means the National Housing Act Approved Lenders designated by CMHC under the *National Housing Act*, R.S.C. 1985, c. N-11
- “Occupancy Date” means the date on which initial occupancy of an Affordable Rental Housing Unit in the Project is permitted by the City;
- “Parties” means the Proponent, the City and “Party” means either of them, as the context may require;
- “Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule D, together with such renewals or replacement financing that may be approved by the City, acting reasonably, during the term of this Contribution Agreement;
- “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
- “PIPEDA Protected Information” means any “Personal Information” or “Personal Health Information”, as defined under PIPEDA;
- “Plans and Specifications” means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and as certified by a Quantity Surveyor;
- “Project” means the development, construction, repair, renovation, rehabilitation, conversion of the Building(s) on the Subject Lands, which shall have the minimum number of Affordable Rental Housing Units required under the Contribution Agreement and facilities ancillary thereto provided and operated in accordance with the terms of this Contribution Agreement.
- “Security Documents” means the security documents attached to and forming part of the Contribution Agreement;
- “Service Manager” means The Corporation of the City of London;
- “Subject Lands” means the property and the buildings as the context may require on lands described in Schedule G.
- “Substantial Completion” means the substantial performance, within the meaning of the Construction Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Contribution Agreement;
- “Supportive Housing Units” means units that are occupied by households receiving formal support services from support service agencies. Supportive Housing Units may be either integrated into projects or dedicated to a single Project;
- “Quantity Surveyor” means such architect, engineer, or other professional duly licensed to practice in the Province of Ontario as the Proponent may from time to time appoint to supervise, direct, monitor, inspect or assess the Project or a specified aspect of the Development Activities;
- “Unit” means a self-contained residential dwelling

1.2 All references in this Contribution Agreement including without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by members of non-profit housing cooperatives and “rental” is deemed to have a corresponding meaning.

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

Schedule “A”	Funding Schedule
Schedule “B”	Rental Protocol

Schedule "C-1"	City Charge/Mortgage of Land
Schedule "C-2"	Assignment of Rents
Schedule "C-3"	Security Agreement
Schedule "D"	Permitted Encumbrances
Schedule "E"	Initial Occupancy Report
Schedule "F"	Annual Occupancy Report
Schedule "G"	Legal Description of Property
Schedule "H"	Project Information Form
Schedule "I"	Development Schedule
Schedule "J"	Occupancy Standards
Schedule "K"	Old Victoria Hospital Lands Phase II
Schedule "L"	Vision SoHo Alliance Members
Schedule "M"	Vacant Land Condominium Reference Plan
Schedule "N"	Annual Loan Balance

- 1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

## **2. FUNDING FOR AFFORDABLE HOUSING**

- 2.1 Subject to the terms and conditions of this Contribution Agreement, the City will provide the Proponent a Loan in an amount up to [LOAN AMOUNT] to be applied to the Project.
- 2.2 The City shall have the option of withholding from the amount to be disbursed under section 2.1 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the City shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the Construction Act and provided that the Construction Act is complied with.
- 2.3 The Proponent shall use the amount of the Loan solely for the purpose of its Development Activities in connection with the Project.
- 2.4 Subject to the terms and conditions of the Contribution Agreement, the City shall disburse the Loan in accordance with the Funding Schedule attached as Schedule A.

## **3. SPECIAL CONDITIONS**

- 3.1 The Proponent shall provide the City with a revised construction schedule and construction budget for its review and approval four (4) weeks prior to the start of construction. The construction budget shall include soft costs, and the cost of each item of the Project. The Proponent will obtain the City's prior written approval to any material amendment to the construction schedule or construction budget. A material amendment means any single amendment that increases the cost of construction of the Project by an amount exceeding \$20,000 or any series of amendments that, in the aggregate, increase the cost of constructing the Project by an amount exceeding \$50,000.
- 3.2 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project in conformity with the Plans and Specifications.

- 3.3 The Proponent shall, subject to Force Majeure, achieve substantial completion of the Development Activities by [CITY TO INSERT DATE]. The City may, acting reasonably, extend this date.
- 3.4 Without limiting the condition set out in section 6, the Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under section 2.
- 3.5 The Proponent shall not at any time during the term of this Contribution Agreement breach any Contribution Agreement respecting the Project, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Contribution Agreement. The Proponent shall provide the City with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the City.

#### **4. OPERATION OF AFFORDABLE HOUSING**

- 4.1 The Proponent agrees to provide [ \_\_\_\_ ] of Affordable Rental Housing Units at 80% of Median Market Rent during the Affordability Period of 20 years.
- 4.2 The Proponent shall provide [ \_\_\_\_ ] of Affordable Rental Housing units for singles, couples, seniors, working poor, recent immigrants, persons with disabilities, and Indigenous people during the Affordability Period of 20 years
- 4.3 Of the [ \_\_\_\_ ] Affordable Rental Housing Units, the Proponent agrees to provide [ \_\_\_\_ ] of Supportive Housing Units during the Affordability Period of 20 years.
- 4.4 Of the [ \_\_\_\_ ] Affordable Rental Housing Units, the Proponent agrees to provide [ \_\_\_\_ ] of Accessible Units during the Affordability Period of 20 years.
- 4.5 The Proponent agrees to operate the Affordable Rental Housing Units in accordance with the rules set out in Schedule B of this Agreement.
- 4.6 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule B applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.
- 4.7 Prior to occupancy of a Unit, the tenant eligibility may be subject to review and approval of the City. If review and approval are required by the City, the Proponent shall provide written notice to each prospective first tenant regarding the review by the City.
- 4.8 The Affordable Rent for the Project shall include a fridge, stove, water and heat.
- 4.9 The Proponent shall contribute a minimum of 4% of rental income annually to a designated reserve fund account and provide account information to the City annually, if requested.

## 5. TENANT SELECTION

- 5.1 The Proponent shall work with supportive housing agencies to provide designated housing units within its Project.
- 5.2 The Proponent shall enter into a Tenant Placement Agreement with the City of London prior to First Occupancy of the Project under which the Proponent will fill a portion of the Affordable Rental Housing Units from referrals from the City of London's Central Waiting List. The Proponent shall register the Tenant Placement Agreement on title 30 days prior to First Occupancy and the Proponent's solicitor shall provide written confirmation of the aforementioned registration to the City. The Proponent will comply with the terms of the Tenant Placement Agreement, which shall be incorporated by reference into this Agreement. For the Affordable Rental Housing Units which are filled from referrals from the City of London's Central Waiting List, the City will verify the maximum household income, the maximum household assets and refer only households that comply with the occupancy standards for the vacant unit(s).
- 5.3 The Proponent shall also:
- a) Establish and maintain a fair and open process for tenant selection through any rental property management considerations that include, but are not limited to the Proponent being prohibited from renting Affordable Rental Housing Units to themselves, their shareholders or directors, family members or any other individual that is not at arm's length from the Proponent or its shareholders and/or directors;
  - b) Work with the City of London designated housing lead related to the fair and open process associated with the coordination of tenant selection in accordance with the priority populations identified in section 4;
  - c) Work with the City to establish a fair and open process inclusive of the coordination of tenant selection for identified Supportive Housing Units designated through an executed Tenant Placement Agreement;
  - d) Work with the City on any amended or new policies, criteria, or business practices related to tenant selection that may be established by the City for the Affordable Rental Housing Units during the Affordability Period. These include but are not limited to the centralization and/or standardization of policies, criteria, or business practices for tenant rental applications, and associated tenant assessments, and/or recommendations of prospective tenants to the Proponent, noting that these shall not substantively alter or impact the program or financial considerations within this Agreement and its Schedules;
  - e) Maintain final tenant selection and regular tenant services in accordance with the fair and open process, unless otherwise established through a separate agreement; and
  - f) Act expediently to remedy and correct any tenant policies or practices that are deemed not to be fair and open or that are in contravention of any part of this Agreement or its Schedules, noting that any required actions are subject to the remedies identified in section 10 of this Agreement.

## 6. CONDITIONS

- 6.1 The provision of the Loan by the City pursuant to section 2 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City and may be waived in full or in part by the City by written notice to the Proponent:
- (a) Any Contribution Agreement referred to in s. 3.5 remaining in force and the Proponent being in good standing thereunder;

- (b) the Proponent is the registered owner in fee simple of the lands described in Schedule “G”;
- (c) the Proponent providing the City with a capital budget and operating budget satisfactory to it;
- (d) the Contribution Agreement remaining in force and the Proponent being in good standing thereunder;
- (e) there being no Claim for Lien under the *Construction Act* registered against the Project;
- (f) there being in existence no unregistered lien or statutory claim having priority against the Project;
- (g) the Proponent’s title to the Project being free from any encumbrances other than Permitted Encumbrances;
- (h) the Proponent having provided the City with the security documents required in section 8 and in accordance with the said section.
- (i) the Proponent being in good standing under all the Permitted Encumbrances;
- (j) there being no work orders issued against the Project by any governmental entity, agency or official.

6.2 If any of the conditions contained in section 6.1 have not been fulfilled on the date for the disbursement of the Loan by the City pursuant to section 2 and are not waived by the City pursuant to section 6.1, the City shall be under no obligation to make any advance of the Loan to the Proponent and the City shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the City may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the City in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

## 7. TERMS OF THE FUNDING

7.1 The Loan shall have an Affordability Period of twenty (20) years, commencing as of the date of First Occupancy for the Project.

The balance of the Loan will be reduced by the amount that is equal to the original principal amount of the Loan set out in section 2.1 multiplied by five percent (5%) on each anniversary of First Occupancy, until the sixteenth anniversary of First Occupancy if the Proponent is in good standing under the terms and conditions of the Agreement. For clarity, this timing is based on the twenty (20) year affordability period. On the last day of the month at the end of the term of the Affordability Period of twenty years, the remainder of the Loan amount will be forgiven provided the Proponent has fulfilled all the requirements of the Contribution Agreement.

7.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight percent (8%) per annum. The interest so calculated shall compound annually, not in advance, until the Interest Adjustment Date.

7.3 On the Interest Adjustment Date, the amount of interest accrued on the Loan as calculated in section 7.2 shall be forgiven, provided that the Proponent has satisfied all requirements of the



## Contribution Agreement.

- 7.4 Following the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound annually, not in advance.
- 7.5 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the City the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in this section, so accrued during the previous year; provided, however, if in the opinion of the City, acting reasonably, the Proponent has satisfied, as of such anniversary date, the requirements of this Contribution Agreement, the amount of the interest so owing shall automatically be forgiven.
- 7.6 The Proponent shall provide the City with such information respecting the Proponent's permanent financing obligations for the Project as the City may require from time to time.

## 8. SECURITY

- 8.1 Prior to the City disbursing the Loan proceeds to the Proponent pursuant to section 2.1, the Proponent shall provide the City with executed registerable security documents in the form attached hereto as Schedules "C-1", "C-2" and "C-3" (the "Security"), completed in accordance with this Agreement.
- 8.2 The Security shall be collateral to this Agreement. The amount of all contributions from the City shall be included in the Security documents.
- 8.3 Without limiting the Proponent's covenants and the remedies of the City under the Contribution Agreement and the Security, the Proponent agrees that a breach of this Agreement shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.
- 8.4 The City acknowledge and agree that notwithstanding that the Security provides that the principal and interest secured thereunder are payable on demand, the City shall have no right to demand payment thereunder except in accordance with the provisions of this Contribution Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by the City.
- 8.5 The Security shall rank immediately behind the registered security for the Proponent's Permitted Encumbrances obligations for the Project unless the City has determined that the Security shall have lesser priority or as provided for under this Contribution Agreement.
- 8.6 Provided:
  - i. there is no event of default by the Proponent under this Contribution Agreement that is continuing; and
  - ii. the Proponent has provided the City with a professional appraisal from the current year and documentation to the City's sole satisfaction that the registered amount of the current balance outstanding on the registered encumbrances, together with the proposed encumbrance on the property do not exceed 90% of the equity of the professional appraised value of the Subject Lands,

the City shall consent to and subordinate and postpone the Security to a charges in favour of National Housing Act Approved Lenders and enter into a standstill agreement which the City shall approve at its sole discretion, which may be requested by the Proponent or the holder of a charge on the Subject Lands. The Proponent shall provide the City a minimum of 30 days to review a request for postponement. The Proponent shall not increase the balance outstanding on the registered encumbrances without the City's consent.

- 8.7 The City agrees to postpone the Security to a mortgage and/or security registered in favour of the Canada Mortgage Housing Corporation.
- 8.8 Upon the Proponent's request, the City shall provide a Status Certificate to the Proponent within 30 days, confirming whether to its knowledge there is an outstanding event of default and setting out the unforgiven balance of the Loan;
- 8.9 Upon the entirety of the Loan being forgiven and provided the Proponent has otherwise satisfied its obligations under this Contribution Agreement in favour of the City, the City will execute and deliver to the Proponent a full and final discharge of the Security together with such documentation that will permit the Proponent to register the discharge on title to the Lands within 30 days of receiving a written request from the Proponent.

## **9. ACCOUNTABILITY FRAMEWORK**

- 9.1 In the event:
  - i. The City is advised that the Project will not proceed;
  - iii. the City determines, acting reasonably, that the Proponent is not proceeding with the construction due to delays likely to cause depreciation or deterioration of the Improvements the Proponent shall return all funds to the City, forthwith upon demand; or
  - iv. City is of the opinion that the Proponent is not proceeding in an expeditious manner with the Development Activities for which the Funds have been provided; or
  - v. the Proponent is not complying with the requirements as set out in section 4 and Schedule B during the Term of the Agreement;

the Proponent will be in default and shall return all disbursed amount of the Loan to the City, forthwith upon demand.

- 9.2 The Proponent shall submit to the City, an audited statement with respect to the expenditure of capital Funds provided to it pursuant to this Agreement, within one hundred and twenty (120) days following the date on which the City is advised that the Development Activities related to the Project have been fully completed or the Project will not proceed.
- 9.3 Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the City a completed information report identifying the number of units, unit types, rents, tenant names, gross household income and move-in date for all the Affordable Rental Housing Units. The gross household income shall not be required for units that were filled from the City of London's Central Waitlist. The initial information report will be filled out by an officer of the corporation and the officer shall declare that the information provided to the City is true to the best of their knowledge and that no information has been withheld or omitted. Annually thereafter, the Proponent shall provide an annual information report identifying the number of units, unit types, rent, tenant names, gross household income and move-in date for all the Affordable Rental

Housing Units. The annual information report will be filled out by an officer of the corporation and the officer shall declare that the information provided to the City is true to the best of their knowledge and that no information has been withheld or omitted.

- 9.4 Without limiting the Proponent's obligations under section 9.3, the Proponent, if requested by the City, shall forthwith submit to the City the material required to be submitted to the City pursuant to section 9.3 and any rent roll or verification of initial tenant eligibility or such other information as the City deems necessary, in addition to any such material that the Proponent may have previously submitted to the City.
- 9.5 If requested by the City, the Proponent shall submit to the City an audited financial statement within ninety (90) days following the fiscal year-end of the Project.
- 9.6 The Proponent represents that it has not provided any false or misleading information in relation to the Project and agrees that it shall not provide any false or misleading information to the City under this Agreement.
- 9.7 The Proponent shall, on forty-eight (48) hours written notice, give the City free access to the Project and to such staff, documents, books, records, and accounts as may be determined by the City, for the purpose of verifying compliance with this Agreement.
- 9.8 The City may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part of and the Proponent shall cooperate with the City and provide free access to the Project and to such staff, documents, book, records and accounts as may be determined by the City.
- 9.9 The provisions of section 9.1, 9.2, 9.3, 9.4 and 9.8 shall continue to apply for a period of seven (7) years following the end of the Affordability Period or the date of any early termination of this Agreement.

## **10. COMMUNICATIONS PROTOCOL**

- 10.1 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project as may be required by the City.
- 10.2 During the period of the Development Activities related to the Project, the Proponent shall erect a sign that shall include the City as a contributor to the affordable housing project that shall remain in place throughout the construction period.
- 10.3 The City may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specification of such permanent sign or plaque shall be provided by the City.

## **11. REMEDIES**

- 11.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
  - (a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Contribution Agreement within ten (10) days of receipt of written notice of the "failure" from the City provided the Proponent shall not be deemed to be in default if within the said period of ten (10) days, the Proponent commences the necessary action to remove the "failure" and such action is diligently prosecuted;

- (b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;
- (c) the Improvements have not been substantially completed in accordance with the Plans and Specifications and such substantial completion is not certified to the City by the Quantity Surveyor on or before six (6) months following the date for substantial completion set out in subsection 3.3;
- (d) any person commences an action, suit or proceeding materially affecting the Project or file a lien against the Property, or any person shall commence an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the City and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the City, acting reasonably;
- (e) the Proponent ceases to carry on business;
- (f) the Proponent:
  - (i) becomes insolvent or unable to pay its debts as they become due; or
  - (ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
  - (iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
  - (iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
  - (v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- (g) any of:
  - (i) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within thirty (30) days; or
  - (ii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
  - (iii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the City, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within fifteen (15) days after its date;
- (f) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the City, detrimentally affect the ability of the Proponent to meet its obligations to the City; and
- (g) if the Improvements shall be entirely destroyed or damaged to such an extent that, in the

opinion of the Quantity Surveyor, acting reasonably, they are no longer fit for the purpose for which they were intended, and the insurance proceeds, if any, held by the City, in the opinion of the Quantity Surveyor, acting reasonably, are insufficient to repair such destruction or damage, and the Proponent has not provided evidence satisfactory to the City of the timely availability of such sufficient funds,

then, at its option, the City may declare the full principal amount of the Loan then advanced, together with all other moneys owing to the City hereunder, due and payable forthwith. In such case, the City may realize upon any and all security pledged to it and may commence such other legal actions or proceedings against the Proponent, the Property or assets of the Proponent as may be permitted hereunder, by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the City remedies are cumulative and not mutually exclusive.

- 11.2 **During Term of Agreement:** Should the Proponent be in default under the terms of the Loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the City shall have the right to declare all or part of the unearned portion of the Loan due and payable immediately. Interest will be payable only from the date of default until the Loan is paid in full. The interest rate shall be eight per cent (8%) per annum. The amount of the Loan that must be repaid is equal to the total amount of the loan less any amount considered forgiven from the first day of the month following full payment of the funds until the default.
- 11.3 **Complete Construction:** If an Event of Default shall occur, the City may, at its option, in addition to any other remedy available to it, enter upon and take charge of the Project and assume full charge of the Improvements and may complete the Improvements or enter into a contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be indebtedness of the Proponent to the City. All such amounts, even though they may, when added to the monies advanced and disbursed under this agreement, exceed the Loan shall be secured by the Mortgage and other Security Documents.
- 11.4 **Costs and Expenses of Collection:** All reasonable costs and expenses of collection (including legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any security created in favour of the City pursuant hereto, shall be for the account of the Proponent and shall be repayable on demand.
- 11.5 All of the remedies in this Agreement and the Security are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 11.6 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of its remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

## **12. ENERGY EFFICIENCY AND BUILDING DESIGN**

- 12.1 The Proponent agrees that traditional electric heating will not be used for the Project.

- 12.2 The Proponent confirms that the Project does not impose adverse impacts that cannot be mitigated.

### **13. REPRESENTATION AND WARRANTIES**

The Proponent represents and warrants to the City that:

- 13.1 The Proponent is a duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 13.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 13.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the mortgage will conflict with, or result in a breach of any of the terms, conditions or provisions of the constating documents of the Proponent or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or (except as contemplated by this Agreement) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 13.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 13.5 Except as previously disclosed in writing to the City, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 13.6 The construction contract is in full force and effect and neither the Proponent nor any other party thereto is in default thereunder.
- 13.7 None of the information, financial or otherwise, provided by the Proponent to the City and to induce the City to make the Loan and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

### **14. COVENANTS OF THE PROPONENT**

- 14.1 The proponent covenants and agrees with the City that, it shall:

- a) Take all such actions and do all such things required to develop and continuously carry on the construction of the Improvements in a good and workmanlike manner and in accordance with the Plans and Specifications and to complete such construction not later than the [CITY TO INSERT DATE], subject to Force Majeure;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personal owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the City, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the City with appropriate security; and
- d) deliver to the City the statements and reports as required by the Contribution Agreement.

14.2 The Proponent covenants and agrees with the City that, so long as any obligation is outstanding by the Proponent to the City hereunder the Proponent will not, without the prior written consent of the City, which consent may be unreasonably withheld:

- (a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except :
  - i. The Permitted Encumbrances listed in Schedule D
  - ii. Encumbrances created in favour of or assigned or pledged to the City;
  - iii. inchoate or statutory liens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the City, if requested;
  - iv. inchoate or statutory liens of contractors, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Improvements, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the City contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the City or paid into Court to prevent effectively in the City opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property.
- (b) become a party, without the prior written consent of the City , to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- (c) permit any change in the beneficial ownership of the Proponent;

- (d) make any material change to the number or type of residential dwelling units of the project without the prior written approval of the City.

## 15. INDEMNIFICATION

- 15.1 The Proponent shall indemnify and save harmless the City from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the Units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.
- 15.2 The Proponent agrees to purchase and maintain, during the term of this Agreement third-party liability insurance in a limit of not less than five million dollars (\$5,000,000) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement. This insurance shall include the City as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.
- 15.3 The Proponent further agrees, upon Substantial Completion, to purchase and maintain insurance policies that a prudent manager of similar premises would maintain and, without limiting those types of policies, at least the following:
  - a) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000);
  - b) All risks property insurance (including flood and earthquake) in an amount equal to the full replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000).
- 15.4 In addition, during the design and construction period of the contract the Proponent will obtain and maintain the following policies of insurance:
  - (a) All risk builder's risk property insurance for the full replacement value of the completed construction project, including boiler and machinery, earthquake and flood based on a stated amount co-insurance and including a waiver of subrogation and loss payable, as their interest may appear, in favour of the City, and with a deductible of not more than one hundred thousand dollars (\$100,000) and remaining in effect until the completion of construction;
  - (b) Construction wrap-up liability insurance coverage including owners and contractors protective, broad form products and completed operations, cross liability and severability of interest clauses, blanket contractual, hook liability, employers liability, non-owned automobile liability and shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, tunnelling and grading, and similar operations associated with the construction work, as applicable; to an inclusive limit of not less than five million dollars (\$5,000,000) and in the joint names of the Proponent, City, designated consultants, designated contractors, all other contractors, sub- contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons (including, but not limited to directors, officers, employees, shareholders, legislators and officials involved in the



Project) which the City reasonably may require to be added as insured parties.

- 15.5 The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent.
- 15.6 The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. Evidence that the insurance described herein is in force shall be provided to the City prior to commencement of the Agreement and thereafter once annually at least ten (10) clear days prior to the renewal date of the policy, and that the insurance will not be cancelled or permitted to expire unless the insurer notifies the City in writing at least thirty (30) days prior to such cancellation.
- 15.7 Further, the Proponent shall require all professionals involved with the Project to carry professional (errors and omissions) liability insurance in an amount not less than two million dollars (\$2,000,000) and make reasonable efforts to verify such insurance is in force throughout the period of the work.
- 15.8 The Proponent agrees to obtain for its employees and to require all designated consultants, designated contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and Insurance Board coverage and to ensure that such coverage continues in effect throughout the period of the work.

## 16. NOTICE

- 16.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
  - (a) delivered personally;
  - (b) sent by prepaid courier service; or  
sent by e-mail communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
    - (i) in the case of notice to the City:

The Corporation of the City of London  
300 Dufferin Ave  
P.O. Box 5035  
London, ON N6A 4L9

---
    - (ii) in the case of notice to the Proponent:

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any

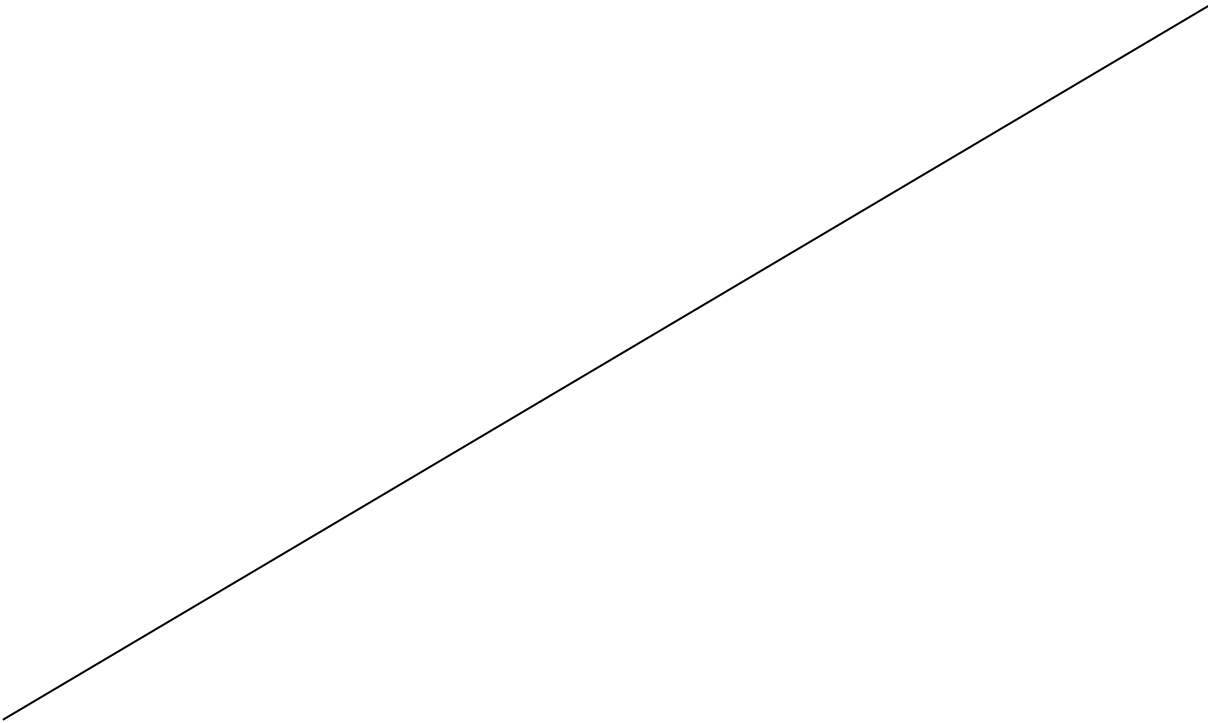
notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:20 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

## 17. GENERAL

- 17.1 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City, who is specifically authorized.
- 17.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 17.3 The Proponent represents and warrants that:
- a) it shall preserve the PIPEDA compliance of all PIPEDA protected Information transferred to it by the City;
  - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
  - (c) it shall ensure the PIPEDA compliance of all PIPEDA protected information that it transfers to the City.
- 17.4 The disbursement of Funds by the City to the Proponent pursuant to section 2 is subject to the necessary appropriations from the Municipal Council. The City shall have no liability in the event the respective appropriation is insufficient to meet the funding obligations.
- 17.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 17.6 No member of:
- (a) the House of Commons or Senate of Canada; or
  - (b) the Legislative Assembly of Ontario; or
  - (c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

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

- 17.7 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City, and the Proponent or their respective solicitors on their behalf, who are hereby expressly authorized in this regard.
- 17.8 Any tender of documents or money hereunder may be made by the City, or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.
- 17.9 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed, and which has the effect of supplementing or superseding such statute or regulations.
- 17.10 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 17.11 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 17.12 This Agreement shall be read with all changes of gender and number required by the context.
- 17.13 The Proponent shall not transfer or convey its interest in all or any part of the Project without, simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the City, in a form satisfactory to the City to assume all of the Proponent's obligations under this Agreement and to provide the City with Security in accordance with this Agreement.
- 17.14 The Proponent shall not assign its interest in this Agreement without the prior written consent of the City, which consent shall not be arbitrarily or unreasonably withheld;
- 17.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 17.16 If more than one entity is a party to this Agreement as a Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 17.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 17.14 restricting the Proponent's ability to assign this Agreement.



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

**THE CORPORATION OF THE CITY OF LONDON**

---

Josh Morgan  
Mayor

---

Michael Schulthess  
City Clerk

---

---

I/We have the authority to bind the Corporation.



## SCHEDULE 'A'

### FUNDING SCHEDULE

#### 1. Loan Disbursement Milestones

Construction Milestones	Progress Payments
Construction Start with First Available Permit	60 per cent (less 10% holdback)
Structural Framing Completed	25 per cent (less 10% holdback)
Occupancy and Registration of the Tenant Placement Agreement	15 per cent (less 10% holdback)
Holdback	Released 60 days after lien publication

No funds shall flow if an order has been issued under subsection 12(2) of the *Building Code Act* and there has been no compliance with the order.

#### 2. Disbursement of the Contribution

##### 2.1 Payment – City Funds

- (a) The City shall make advances of the Loan at the following times upon at least ten (10) days prior notice to the City, provided that the conditions in the Contribution Agreement, including this schedule and those set forth below have been satisfied:
- (i) an amount equal to 60% of the Loan at first available permit, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Development Activities provided the funds are, in the opinion of the City properly secured;
  - (ii) an amount equal to 25% of the Loan at completion of structural framing, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Development Activities provided the funds are in the opinion of the City properly secured;
  - (iii) the balance of the Loan upon the City receiving confirmation that the Tenant Placement Agreement is registered on title as required under the Agreement and Occupancy (less 10% holdback) as evidenced by the Occupancy Certificate as provided by the City, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Development Activities provided the funds are in the opinion of the City properly secured;
  - (iv) the holdback of the Loan will be released 60 days after publication notice in the Daily Commercial News or as determined by the City, subject to the following conditions: If requested by the City, the Proponent agrees to provide a breakdown

of expenditures charged to the hard construction contingency prior to the release of the 10% holdback. If requested by the City, the Proponent agrees to provide a breakdown of expenditures for Accessible Units prior to releasing the 10% holdback.

- (b) the City shall not be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services delivered by them in or upon the Property, or employed in the construction of the Improvements, or for any debts or claims accruing to any of the parties against the Proponent or against the Property;
- (c) it is distinctly understood and agreed by the parties hereto that there is no contractual relationship either express or implied, between the City and any supplier, contractor, sub-contractor, craftsman, labourer or person supplying any work, services or material to the Improvements. There shall be no third-party beneficiary of this Agreement, express or implied.



### 3. CONDITIONS

3.1 The obligation of the City to make the payment of the Loan is conditional upon prior compliance with such of the following conditions precedent:

(a) the Proponent shall have submitted the Project budget and Project Construction Schedule to the City in a form and content satisfactory to the City;

(b) the Proponent shall have delivered to the City evidence satisfactory to the City that the Proponent's equity has been paid, delivered or pledged;

(c) the City shall have received the following documents and materials each of which shall be satisfactory in substance and in form to the City:

(i) certificates of incumbency of the persons signing on behalf of the Proponent;

(ii) certified copies of such corporate documents of the Proponent as the City may reasonably require including, without limitation, letters patent, articles of incorporation, certified abstracts from by-laws, and certified copies of relevant directors' resolutions;

(iii) an opinion of the Proponent's counsel addressed to the City Solicitor's Office,

(A) that the Proponent:

(a) is a body corporate, duly incorporated and properly organized and validly existing as a corporation under the laws of the jurisdiction in which it was incorporated;

(b) is qualified to do business in the Province of Ontario;

(c) has all the necessary corporate power and authority to carry on the business to be conducted by it in respect of the development, operation and management of the Project; and

(d) has all the necessary corporate power and authority to enter into and perform its obligations under this Agreement and each of the Security Documents to which it is a party in accordance with their respective terms;

B) that this Agreement to which the Proponent is a party has been duly and validly authorized, executed and delivered by the Proponent and are valid and binding obligations of the Proponent enforceable in accordance with their respective terms;

C) that neither the execution and delivery by the Proponent of this Agreement to which it is a party nor compliance by the Proponent with any of their respective terms will contravene the charter documents or by-laws of the Proponent or, to the best of such counsel's knowledge, after having made due enquiry of the Proponent, contravene or result in a default under any other agreement or instrument by which Proponent may be bound or affected;

D) that, to the best of such counsel's knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;

E) that the Proponent has or will have good and marketable title to the Property, subject only to Permitted Encumbrances, and that the Project complies in all respects with

and is not in contravention of any relevant municipal, provincial or federal law, by-law, statute, ordinance or regulation;

- F) that no instrument containing a charge on any of the undertaking, property or assets of the Proponent, or notice thereof, has been registered in the Province of Ontario;
- G) that this Agreement and financing statements, notices and other documents relative thereto have been duly registered or filed in all places in Ontario where such registration or filing is required by law or is necessary to make effective, preserve and protect the security which they purport to create;
- H) as to such other matters as the City or its counsel may reasonably request.

---

---

## SCHEDULE “B” RENTAL PROTOCOL

### 1. DEFINITIONS

1.1 In this Schedule “B”, unless the context requires otherwise,

- “Agreement” means the Agreement to which this Schedule “B” is attached; and

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

1.2 The definitions in the Agreement shall apply to this Schedule “B”, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

### 2. PROJECT RENTS

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Schedule “B” nor increase any rent charged for a Unit except as permitted in this Schedule “B”.

### 3. RENTS

3.1 Initial rents are listed in Schedule “H” and will not be adjusted prior to occupancy.

3.2 Affordable Rent Units: [ ] Units for which Program Funds have been utilized shall not exceed eighty per cent (80%) of the CMHC Median Market Rent for the London CMA. Rent increases will follow the RTA rent increase guidelines and must not exceed 80% CMHC MMR for the term of the agreement. Rents include a fridge, stove, and water.

### 4. RENT INCREASES

4.1 The Proponent may increase the rent charged under section 3.2 with respect to a Unit only if at least twelve (12) months have elapsed,

- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
- (b) since the day the Unit was first rented for the first (1<sup>st</sup>) rental period following the completion of the Development Activities in connection with the Project.

4.2 No additional increase is permitted when a unit becomes vacant within 12 months of the annual rent increase.

4.3 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule “B”.

## **5. MAXIMUM HOUSEHOLD INCOME**

5.1 Gross tenant household income from all sources for tenants of assisted affordable rental housing can be no greater than five (5) times their monthly occupancy cost. Proponents will be required to check incomes for prospective tenants of Affordable Rental Housing units to ensure compliance with this requirement at initial occupancy (“rent up”) and when any new tenants are selected as ensuing vacancies occur during the twenty-five (25) year period following the Project completion date. Proponents are not required or expected to check incomes of approved tenants once they have taken possession of their units.

5.2 Any maximum household income outlined in section 5.1 of this schedule may be altered in the absolute discretion of the City.

5.3 The Proponent shall obtain at the time of application, and retain on file, the current Canada Revenue Agency Notice of Assessment for all household members over the age of 18.

## **6. MAXIMUM HOUSEHOLD ASSETS**

6.1 Proponents may be required to confirm assets of prospective tenants of Affordable Rental Housing units to ensure compliance with this requirement at initial occupancy (“rent up”) and when any new tenants are selected as ensuing vacancies occur during the twenty (20) year period following the Project completion date. Proponents are not required or expected to confirm incomes for approved tenants once they have taken possession of their units.

6.2 Any maximum household assets outlined in section 6.1 of this schedule may be altered in the absolute discretion of the City.

6.3 The Proponent shall obtain at the time of application, and retain on file, any required asset verification and/or documentation as determined by the City, for all household members over the age of 18.



## **SCHEDULE “C-1”, “C-2”, “C-3”**

### **SECURITY DOCUMENTS**

Schedule C-1: City Charge/Mortgage of Land - register in land titles/land registry system

Schedule C-2: Assignment of Rents - register in land titles/land registry system and PPSA

Schedule C-3: Security Agreement (chattels) - register in PPSA

**SCHEDULE  
C-1**

**ADDITIONAL PROVISIONS: Continued from Page 1 - Box 10 (TERAVEIW)**

1. Section 24 of the Standard Charge Terms filed as No. 200033 is deemed to be excluded.
2. This Charge/Mortgage of Land is collateral security for a Contribution Agreement made between the Chargor and the Corporation of the City of London ("Chargee"), dated the \_\_\_\_\_, (the "Contribution Agreement") under which the City contributed for a total [\_\_\_\_\_] towards the Project and is in addition to and not in substitution for any other security held by the Chargee for all or any part of the monies secured under this Charge/Mortgage of Land.
3. In the event of a breach of the terms of the Security Agreement or the Assignment of Leases and Rents being given by the Chargor to the Chargee simultaneously with this Charge, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.
4. With respect to the portion of the Principal Amount advanced by the Chargee:
  - (a) Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced by the City to the Chargor under the Contribution Agreement at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi- annually, not in advance, until the Interest Adjustment Date.
  - (b) On the Interest Adjustment Date, the amount of interest accrued shall be forgiven, provided that the Chargor has satisfied all requirements as set out in the Contribution Agreement.
  - (c) On each anniversary date of the Interest Adjustment Date, the Chargor shall pay the City the amount of interest, as calculated according to the interest rate stipulated in paragraph 4(a), so accrued during the previous year; provided, however, if the Chargor has satisfied, as of such anniversary date, the requirements of the Contribution Agreement, the amount of the interest so owing shall automatically be forgiven.
  - (d) The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Chargor has fulfilled all the requirements of in the Contribution Agreement.
5. Upon the occurrence of any one or more of the Events of Default described in the Contribution Agreement, the City, at its option, may declare the outstanding principal amount of the Loan then advanced, together with all other moneys owing to the City under the Contribution Agreement, due and payable forthwith.

6. The Chargor covenants with the Chargee that upon request in writing from the Chargee, it will provide the Chargee, within thirty (30) days of receipt of such request, a schedule containing the names of all tenants in the building constructed on the Charged Premises, accompanied by a certificate of an officer of the Chargor confirming the terms of all existing leases, that the same are in full force and effect, that the Chargor has complied with all terms thereof, and that the Chargor will not amend, modify or cancel any lease or receive any prepayment of rent other than the current and last month's rent without the prior written consent of the Chargee, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Chargor and the tenant, that no money other than a maximum of two (2) months rent has been prepaid by the tenant to the Chargor, and that the tenant is aware of the assignment by the Chargor of all rents and leases affecting the Charged Premises.
7. The Chargor covenants with the Chargee that if the Chargee make any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.
8. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
9. Subject to the renewals, replacements and consolidations permitted in paragraph 15 below, the Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
10. The Chargor shall take out and maintain throughout the term of the Charge the following insurance, all in a form and with insurers acceptable to the Chargee:
  - (a) all policies shall include thirty (30) days written notice to the Chargees of material alternation or cancellation and must be signed by the insurer(s) or their authorized representative(s). Brokers signing on behalf of the insurer(s) must provide the Chargee with a letter of authority from the insurer(s);
  - (b) the policies shall include the Chargee as loss payees, as their interest may appear, and shall contain the Insurance Bureau of Canada approved standard mortgage clause endorsement;



- (c) all risks, including extended coverage and flood, to full one hundred per cent (100%) replacement cost, and boiler and pressure vessel and machinery insurance;
- (d) comprehensive or commercial general liability insurance to a limit of not less than five million dollars (\$5,000,000.00) per occurrence;
- (e) general liability coverage for non-owned automobile to a limit of not less than two million dollars (\$2,000,000.00); and
- (f) co-insurance shall not be acceptable.

11.

- (a) To the best of the Chargor's knowledge and belief, the Charged Premises contain no asbestos, urea formaldehyde insulation, polychlorinated biphenyls (PCB's), radioactive substances or other materials deemed to be hazardous under any applicable environmental legislation, there are no outstanding orders or notices and any required permits or licences are in good standing.
- (b) The Chargor, at its sole cost and expense, shall comply, or cause its tenants, agents, and invitees, at their sole cost and expense, to comply with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Chargor shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements necessary to deal with such contaminants and keep the Charged Premises free and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Chargor fails to do so, after notice to the Chargor and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at their sole option may declare the Charge to be in default.
- (c) The Chargor shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.

11. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Charged Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing, the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, shall be payable by the Chargor forthwith and shall be a charge upon the said

Charged Premises. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or its agents to be in possession, management or control of the said lands and buildings.

12. At any time after the security hereby constituted becomes enforceable, or the moneys hereby secured shall have become payable, the Chargee may appoint in writing a receiver or receiver-manager (the "Receiver") of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:
  - (a) To take possession of the Charged Premises and to collect the rents and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;
  - (b) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection of the said Charged Premises;
  - (c) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same, and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained thereof; and in the event of a sale on credit, neither the Receiver nor the Chargee shall be accountable for or charged with any moneys until actually received;
  - (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
  - (e) To borrow money to carry on the operations of the Chargor at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;
  - (f) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in

- and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;
- (g) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
  - (h) The net profits of the operations of the Chargor at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:
    - (i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;
    - (ii) Secondly, in payment of all costs, charges and expenses payable hereunder;
    - (iii) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
    - (iv) Fourthly, in payment to the Chargee of all interest and arrears of interest, if any, and any other monies remaining unpaid hereunder; and
    - (v) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.
  - (i) During any period wherein the Chargee or any receiver or receiver and manager appointed by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor nor in any other way supervise or interfere with the conduct of the Chargor's operations of the Charged Premises;
  - (j) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and defaults and for his remuneration;
  - (k) Save as to claims for an accounting contained in this paragraph, the Chargor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud;
  - (l) The Chargee may, at any time and from time to time, terminate any Receiver by notice in

writing to the Chargor and to the Receiver;

- (m) The statutory declaration of an employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;
  - (n) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.
13. The Charge is hereby postponed to all mortgages registered against the Charged Premises as of the date of registration of this Charge and shall be continued to be postponed to any renewal or replacement or consolidation of such mortgages, with or without an increased rate of interest, provided the Chargor maintains sufficient equity in the Charged Premises as determined by the Chargee acting reasonably.

**SCHEDULE C-2**

THIS ASSIGNMENT made this        day of August, 2022

**BETWEEN:**

**[INSERT PROPONENT NAME]**

(hereinafter called the "Assignor")

- a-d -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called the "Assignee")

**WHEREAS:**

- A. The Assignor is the owner of the lands and premises hereof (the "Premises"), subject to a charge to the Assignee of even date (the "Charge");
- B. The Assignor has leased or granted a right of use, occupation or license with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or license with respect to parts of the Premise

**NOW THEREFORE**, the Assignor and the Assignee agree with each other as follows:

- 1. In consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the "Rents") now due and payable or hereafter to become due and payable,
  - (a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises,
  - (b) under every existing and future tenancy, use, occupation or license granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or license, a
  - (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises

- (d) including all rents and other moneys under every lease, agreement to lease, use, occupancy, license and guarantee (the "Leases"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.
2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
  3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph
    - (a) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;
    - (b) it has not and will not do or omit to do any act having the effect of terminating, canceling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith
    - (c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defense, set-off or counterclaim;
    - (d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease;
    - (e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof
    - (f) there has been no default under any of the Leases;
    - (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;
    - (h) each of the Leases is valid, enforceable and in full force and effect;
    - (i) the Assignor shall observe and perform all of its obligations under the Leases.
  4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor; and the Assignee shall not, by virtue of this

Assignment or their receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.

5. In the event the Assignee shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.
7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee's rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignees shall execute the same promptly, upon request by the Assignor.
8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue its remedies under the Charge or hereunder or under any other security, concurrently or successively, at its option. Any judgment or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.
9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** this Assignment has been executed on behalf of the Assignor by its authorized officers.

---

---

I/We have the authority to bind the Corporation.



### SCHEDULE C-3

THIS AGREEMENT made this            day of

**BETWEEN:**

(hereinafter called the "Assignor")

- a-d -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called the "Assignees")

1. SECURITY INTEREST

1.1 **IN CONSIDERATION** of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignees, the Assignor hereby grants, bargains, assigns and transfers to the Assignees a fixed and specific mortgage and charge, as and by way of a continuing security interest (the "Security Interest") in the following property now or hereafter owned or acquired by or on behalf of the Assignor:

Equipment - All tools, machinery, equipment, furniture, plants, fixtures, and other tangible personal property, fixed goods, chattels or assets of the kind, nature or description of the property particularly described in Schedule "B" hereto (the "Collateral").

1.2 The Security Interest is given for the payment of all obligations, indebtedness and liabilities, direct and indirect, of the Assignor to the Assignee, pursuant to the charge/mortgage (the "Charge") given by the Assignor to the Assignee, registered on [insert date and Registry Office: [ ] as Instrument No. [insert number: ]], including extensions or renewals thereof (the "Obligations").

2. LOCATION OF PROPERTY

2.1 The Assignor confirms and warrants that the Collateral shall be kept at TBD, London, Ontario more particularly described in Schedule "A" hereto, and that the Assignor shall not remove any of the Collateral from said location, without the prior written consent of the Assignee.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 The Assignor hereby represents, warrants and covenants to or with the Assignee, as the case may be, that:

- (a) the Assignor shall reimburse the Assignee for all costs and expenses, (including legal fees on a solicitor and his own client basis), incurred by them in the filing of this Agreement and the taking, recovering or possessing the Collateral, and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations, and all such costs and expenses shall be payable on demand;
- (b) at the time of execution and delivery of this Security Agreement, the Assignor is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title to the Collateral, free of any charge, lien, charge, security interest or encumbrance, except for any held by the currently registered first mortgagee of the lands and premises described in Schedule "A";
- (c) the Assignor shall not remove any of the Collateral from the lands and premises described in paragraph 2, without the Assignee's prior written consent, unless such Collateral is worn out or obsolete and provided that prior to such removal such Collateral is replaced with other Collateral of comparable quality, which shall be free of any mortgage, lien, charge, security interest or encumbrance, except for any held by any registered first mortgagee, from time to time, of the said lands and premises;
- (d) the Assignor shall care for, protect and preserve the Collateral and shall not permit its value to be impaired, and shall not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein, except to any registered first mortgagee, from time to time, of the lands and premises described in Schedule A, without the prior written consent of the Assignee;
- (e) the Assignor shall keep the Collateral insured under the policies provided for in the Charge;
- (f) the Assignee shall be entitled, from time to time and at any time, to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Assignor shall defray all expenses in connection therewith; and
- (g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Assignor in accordance with its terms.

### 4. USE OF SPECIFICALLY CHARGED PROPERTY

4.1 Until the occurrence of an event of default, as hereinafter provided, the Assignor may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement.

### 5. EVENTS OF DEFAULT

5.1 Obligations not payable on demand shall immediately become payable upon the

occurrence of one (1) or more of the following events of default:

- (a) the Assignor fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations, warranties or covenants of this Agreement or of the Charge;
- (b) the Assignor ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
- (c) an encumbrancer takes possession of any of the Collateral or any process of execution is levied or enforced upon or against any of the Collateral;
- (d) indebtedness or liability of the Assignor, other than to the Assignee, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof, or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or any guarantee given by the Assignor is not honoured when due and called upon;

and the Assignee shall have all rights and remedies under the applicable laws, as well as any other rights and remedies provided by this Agreement.

## 6. ADDITIONAL POWERS UPON DEFAULT

- 6.1 In addition to the rights and powers provided in paragraphs 5 and 8 and under the *Personal Property Security Act*, the Assignees and the Receiver, as defined in paragraph 8, shall have the following rights and powers, if the security hereby constituted becomes enforceable:

to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition; and the Assignor shall from time to time forthwith on the Assignee's request, execute, do and make all such agreements, statements, further assignments, acts, matters and things which may, from time to time, in the opinion of the Assignee, be necessary or expedient for the purpose of carrying into effect any of the provisions hereof and of perfecting the title of the Assignee in the collateral; and the Assignee and any of its managers or acting managers are by the Assignor hereby irrevocably constituted and appointed the true and lawful attorney of the Assignor, with full power of substitution for the Assignee, at its option, whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things, with the right to use the name of the Assignor.

## 7. WAIVER BY THE ASSIGNEE

- 7.1 Any breach by the Assignor of any of the provisions contained in this Agreement or any default by the Assignor in the observance or performance of any covenant or condition required to be observed or performed by the Assignor hereunder may only be waived by the Assignee in writing, provided that no such waiver by the Assignee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

## 8. APPOINTMENT OF RECEIVER AND MANAGER

8.1 The Assignee may appoint in writing any person, whether an employee or employees of the Assignee or not, to be a receiver or a receiver and manager (the "Receiver") of the Collateral or any part of parts thereof.

8.2 A receiver so appointed shall have power:

- (i) to take possession of, collect and get in the Collateral or any part thereof, and for that purpose to take any proceedings in the name of the Assignor or otherwise; and
- (j) to sell or concur in selling any of the Collateral.

8.3 Any Receiver so appointed shall be deemed to be the agent of the Assignor. The Assignor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Assignees shall not, in any way, be responsible for any misconduct or negligence on the part of the Receiver.

8.4 All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest.

8.5 The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Assignees may have from time to time.

## 9. NOTICE

9.1 The Assignor shall be entitled to not less than fifteen (15) days notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Assignor.

## 10. APPROPRIATION

10.1 The Assignee shall have the right, at any time, to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

## 11. TERM

11.1 This Agreement shall be a continuing agreement, in every respect, for the payment of the Obligations and it shall remain in full force until all of the Obligations shall be paid in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

## 12. NON-SUBSTITUTION

12.1 The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Assignee.

## 13. ACKNOWLEDGEMENT

13.1 The Assignor acknowledges receipt of a copy of this Agreement.

**IN WITNESS WHEREOF** this Assignment has been executed on behalf of the Assignor by its authorized officers.

---

---

I/We have the authority to bind the Corporation.





**SCHEDULE "A"**

**Location of the Collateral**

**Property Address:**

**PIN:**

**Description:**



## **SCHEDULE "B"**

### **Property Comprising the Collateral**

All refrigerators, stoves, washers, dryers and all other items of personal property owned by the Assignor and located on or used in connection with the operation of the lands and premises described in Schedule "A".

## **SCHEDULE “D”**

### **PERMITTED ENCUMBRANCES**

*[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]*

1. Mortgages and security registered in favour of CMHC.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Rental Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.
4. Mortgages and security registered in favour of London Community Foundation which provide interim funding to the Proponent and which by its terms must be repaid in full from the 2<sup>nd</sup> advance on the CMHC mortgage on the Proponent's Project.

## SCHEDULE “E”

### ONTARIO INITIAL OCCUPANCY REPORT – PART 1

The Initial Occupancy Report (IOR) is a two-part report. The IOR will be signed by the Proponent and City.

The following information will be required for the IOR form: Section A – Project Information

Section B – Units and Rent Information Section C – Depth of Affordability Section D – Milestones

Section E – Financial

Section F – Project Certification

**NOTE:** The IOR is required to be submitted by the Proponent to City/HDC, for approval, before receiving final payment. The "permitted rents" must be consistent with the formula for determining the initial rents, set out in Schedule “C” Rental Protocol.

## SCHEDULE “E”

### INITIAL OCCUPANCY REPORT – PART 2

**A. Project Information**

Initial Occupancy	
Contribution Agreement Expiry Date	
Project Name	
Project Address	
Proponent	
Contact	
Mailing Address	

**B. Household Income of All Tenants**

Unit Number	Unit Type	Tenant Name(s) and Dependent(s)	Total Gross Household Income	Tenant Move-In Date

**C. Project Certification, Consent and Solemn Declaration**

I hereby declare and certify the following statements to be true and correct:

1. To the best of my knowledge, all information provided in Section B of this report is true and correct and matches financial statements and rent rolls.
2. All new tenants have been appropriately screened for program eligibility and unit occupancy standards in accordance with the Contribution Agreement and Residential Tenancies Act prior to signing of leases.
3. No additional fees, charges, or lease costs are required of tenants outside of the requirements of the Contribution Agreement.
4. Any increases in rental rates have been done so, no more than one time annually in accordance with the practices and limitations as set out in the Contribution Agreement.
5. I am aware of the controls and remedies outlined within the Contribution Agreement related to compliance with the agreement and affordable housing program.

**Consent:**

I understand that, in accordance with the Contribution Agreement, the City or its agents may review the rent roll, financial statements, and verification of initial tenant eligibility which has been retained and will be made available for review purposes.

**Solemn Declaration:**

I declare that all the information on these forms is true to the best of my knowledge and that no information has been withheld or omitted. I make this declaration knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

\_\_\_\_\_  
Proponent Name  
Position  
Company/Organization

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

**NOTE:** This Schedule is required to be submitted by the Proponent to the City for approval, before receiving the final City payment. The “permitted rents” must be consistent with the formula for determining the initial rents, set out in Schedule "B" Rental Protocol. This form is subject to change without notice.

Proponents are required to attach current income verification documentation for each new tenant to this report. Income verification documentation will include the most recent Notice of Assessment or other such documentation acceptable to the City. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.

**SCHEDULE “F”**  
**ANNUAL OCCUPANCY REPORT – PART 1**

The Annual Occupancy Report (AOR) is a two-part report. The AOR will be generated on an annual basis for the term of the Contribution Agreement. The AOR Ontario will be signed by the Proponent and the City.

The following information will be required for the AOR Ontario form: Section A – Project Information

Section B – Units and Rent Information Section C – Depth of Affordability Section D – Project

Certification

Section E – Service Manager/Aboriginal Program Administrator

## SCHEDULE "F"

### CITY ANNUAL OCCUPANCY REPORT – PART 2

**A. Project Information**

Reporting Period	
Initial Occupancy	
Contribution Agreement Expiry Date	
Project Name	
Project Address	
Proponent	
Contact	
Mailing Address	

**B. Household Income of New Tenants**

Unit Number	Unit Type	Tenant Name(s) and Dependent(s)	Total Gross Household Income	Tenant Move-In Date

**C. Project Certification, Consent and Solemn Declaration**

I hereby declare and certify the following statements to be true and correct:

1. To the best of my knowledge, all information provided in Section B of this report is true and correct and matches financial statements and rent rolls.
2. All new tenants have been appropriately screened for program eligibility and unit occupancy standards in accordance with the Contribution Agreement and Residential Tenancies Act prior to signing of leases.
3. No additional fees, charges, or lease costs are required of tenants outside of the requirements of the Contribution Agreement.
4. Any increases in rental rates have been done so, no more than one time annually in accordance with the practices and limitations as set out in the Contribution Agreement.
5. I am aware of the controls and remedies outlined within the Contribution Agreement related to compliance with the agreement and affordable housing program.

**Consent:**

I understand that, in accordance with the Contribution Agreement, the City or its agents may review the rent roll, financial statements, and verification of initial tenant eligibility which has been retained and will be made available for review purposes.

**Solemn Declaration:**

I declare that all the information on these forms is true to the best of my knowledge and that no information has been withheld or omitted. I make this declaration knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

\_\_\_\_\_  
Proponent  
Name Position  
Company/Organ  
ization

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

**NOTE:** The “permitted rents” must be consistent with the formula for determining the initial rents, set out in Schedule "B" Rental Protocol. This form is subject to change without notice.

Proponents are required to attach current income verification documentation for each new tenant to this report. Income verification documentation will include the most recent Notice of Assessment or other such documentation acceptable to the City. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.



## SCHEDULE "G"

### LEGAL DESCRIPTION OF PROPERTY

**Number of Units:** [ \_\_\_\_\_ ] Affordable Rental Housing Units

**Property Address: PIN:**

**Description:**

# SCHEDULE "H"

## PROJECT INFORMATION FORM

**Service Manager** – City of London

**Project Name:**

---

### Proponent Information

**Proponent Type:** private/ non-profit/ charitable corporation

---

### Project Information

**Number of affordable units created: Number of market units created: Total number of units created:**

**Building Type:** Apartment

**Included in Rent:** Fridge, stove, water

**Anticipated First Occupancy Date:**

Unit Type	Number of Units	Unit Sizes	Monthly Rents
One bedroom Affordable			
One bedroom Affordable			
Two bedroom Affordable			
<b>Total</b>			

---

### Approvals

Date of City Approval:

## SCHEDULE "I"

### DEVELOPMENT SCHEDULE

Purchase Property Site Plan Approval Building Permit Construction Start Foundation Completed

Structural Framing Completed Substantial Completion

Lien Publication First Occupancy Full Rent-up

Capital Audit Report – Must be submitted within one hundred and twenty (120) days of construction completion

## SCHEDULE "J"

### OCCUPANCY STANDARDS

These standards determine the type of unit in respect to which a household is eligible to rent under this Agreement.

#### Largest unit that a household may occupy:

The largest unit a household is eligible for is a unit that has:

- (a) One bedroom for any two members of the household who are spouses of each other or romantic partners of each other;
- (b) One bedroom for each additional member of the household; and
- (c) An additional bedroom may be provided, if requested by the household under the following specific circumstances:
  - i. If a member of the household requires a separate bedroom due to a disability or medical condition (Written verification: a doctor's note describing the nature of the disability or medical condition clearly specifying why an extra room is required);
  - ii. Store equipment required by a member of the household due to a disability or medical condition (Written verification: a doctor's note describing the equipment required clearly specifying why an extra room is needed);
  - iii. Accommodate an individual who is not a member of the household and who provides a member of the household with support services that are required due to the member's disability or medical condition (Written verification: a letter from the support service agency or person providing support services, describing the nature of the service and hours of service);
  - iv. If a member of the household is pregnant (Written verification: a doctor's note specifying why an extra room is needed);
  - v. If a member of the household has joint custody over a child who is not a member of the household, however, the member is required to provide accommodation for the child where a bedroom is required (Written verification: court order, custody arrangement, or other applicable documentation); and
  - vi. If a member of the household has overnight access to a child who is not a member of the household, the member provide accommodation for the child where a bedroom is required (Written verification: court order, custody arrangement, or other applicable documentation).

Written verification, as described, is required to validate any request for an additional bedroom that is acceptable to the Service Manager.

#### Smallest Unit that a household may occupy:

The smallest unit a household is eligible for is a unit that has:

- (a) One bedroom for every two members of the household;
- (b) An additional bedroom is required if there is an odd number of members in the household;
- (c) Despite section a), a child and a single adult shall not share a bedroom;
- (d) Despite section a), children of the opposite sex shall not share a bedroom unless both are under the age of five; and

- (e) Despite section a), if the household consists of one individual or two individuals who are spouses or each other or romantic partners of each other, the smallest unit the household is eligible for is a bachelor unit.

Students living away from the household:

A child of a member of the household is a member of the household if the child:

- (a) Is in regular full-time attendance at a recognized educational institution\* and, while in attendance, does not live with the household;
- (b) Lives with the household while not attending that educational institution; and
- (c) Is dependent, in whole or in part, on the household for financial support.

Exceptions:

Where extenuating or unusual circumstances exist, a Proponent may request in writing to the Housing Coordinator that a household be excluded from the provisions of these Occupancy Standards. The Housing Coordinator, in consultation with the Manager, Housing Services, may provide written approval to the Housing Provider to exempt certain households from the provisions of the Occupancy Standards.

\* “*recognized educational institute*” means any of the following or a similar institution outside Canada:

1. A school, as defined in the Education Act;
2. A university;
3. A college of applied arts and technology established under the Ontario Colleges of Applied Arts and Technology Act, 2002
4. A private career college, as defined in the Private Career Colleges Act, 2005
5. A private school, as defined in the Education Act, for which a notice of intention to operate has been submitted to the Ministry of Education in accordance with the Act.

**SCHEDULE “K”**

**OLD VICTORIA HOSPITAL LANDS PHASE II**

**REAL PROPERTY:**

<b><u>Address</u></b>	PARCEL 1 - 124 Colborne Street. PARCEL 2 - 346, 370, 392 South Street and others not assigned.
<b><u>Location</u></b>	The Subject Site includes 124 Colborne Street, as well as the lands bounded by Waterloo Street, South Street, Colborne Street and Hill Street, excluding lands reserved for the future construction of a public square and retained by the City. This future public square will be located at the corner of South Street and Colborne Street.
<b><u>Measurements</u></b>	PARCEL 1 - 124 Colborne Street (0.80 acres); PARCEL 2 - the lands bounded by Waterloo Street, South Street, Colborne Street and Hill Street (5.45 acres), excluding lands reserved for the future construction of a public square and retained by the City.
<b><u>Legal Description:</u></b>	PARCEL 1 - Part of Lot 27 and all of Lots 26, 34 and 35, Registered Plan 172(E), designated as Part 1 on Plan 33R-17941, BEING ALL OF PIN 08315-0080 in the City of London and County of Middlesex, as shown highlighted in red on Schedule “A”;  PARCEL 2 - Lots 6, 7 and 8 South of Hill Street East and Lots 6, 7 and 8 North of South Street East on Crown Plan 30, Lots 21, 22, 23, 24, 25, 37, 40 and Part of Lots 36, 38 and 39 on Registered Plan 172(E), designated as Parts 1 and 2 on Plan 33R-17942 Save and Except Parts 1, 2, 3 and 4 on Plan 33R-20703, BEING ALL OF PIN 08329-0197 and PART OF PIN 08329-0198, in the City of London and County of Middlesex, as shown on Schedule “B” and Schedule “C”.  <b>(collectively the “Property”)</b>

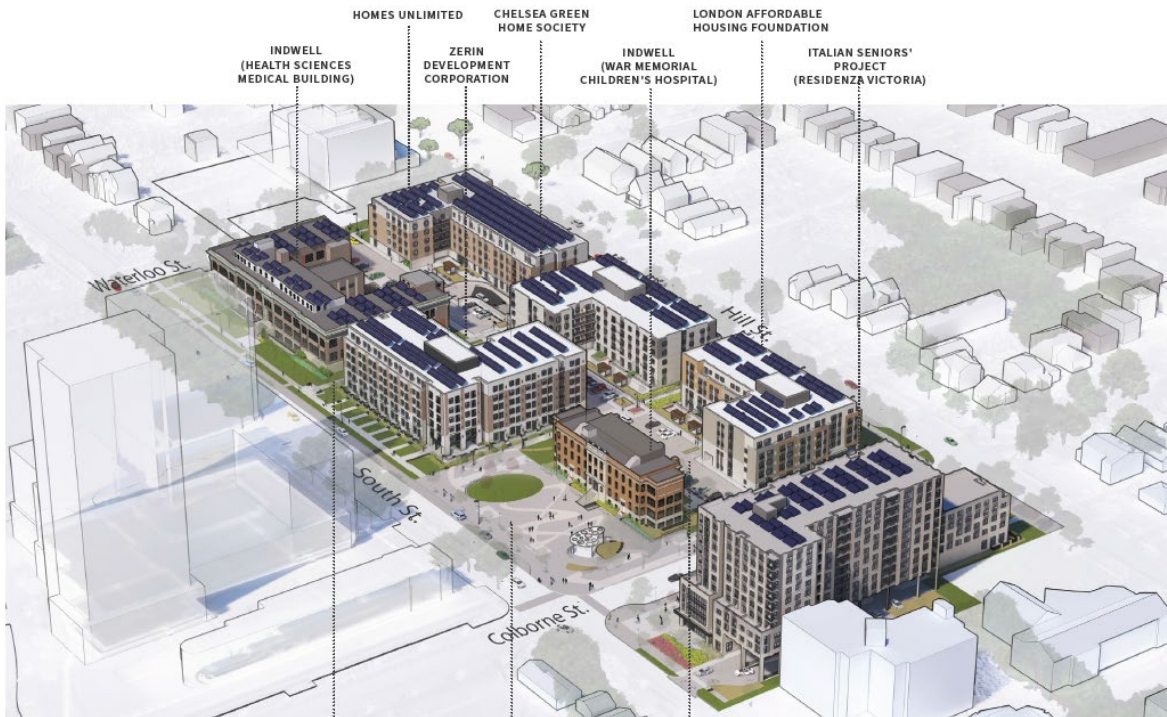
# SCHEDULE "L"

## VISION SOHO ALLIANCE MEMBERS

### VISION SOHO ALLIANCE

Consisting of:

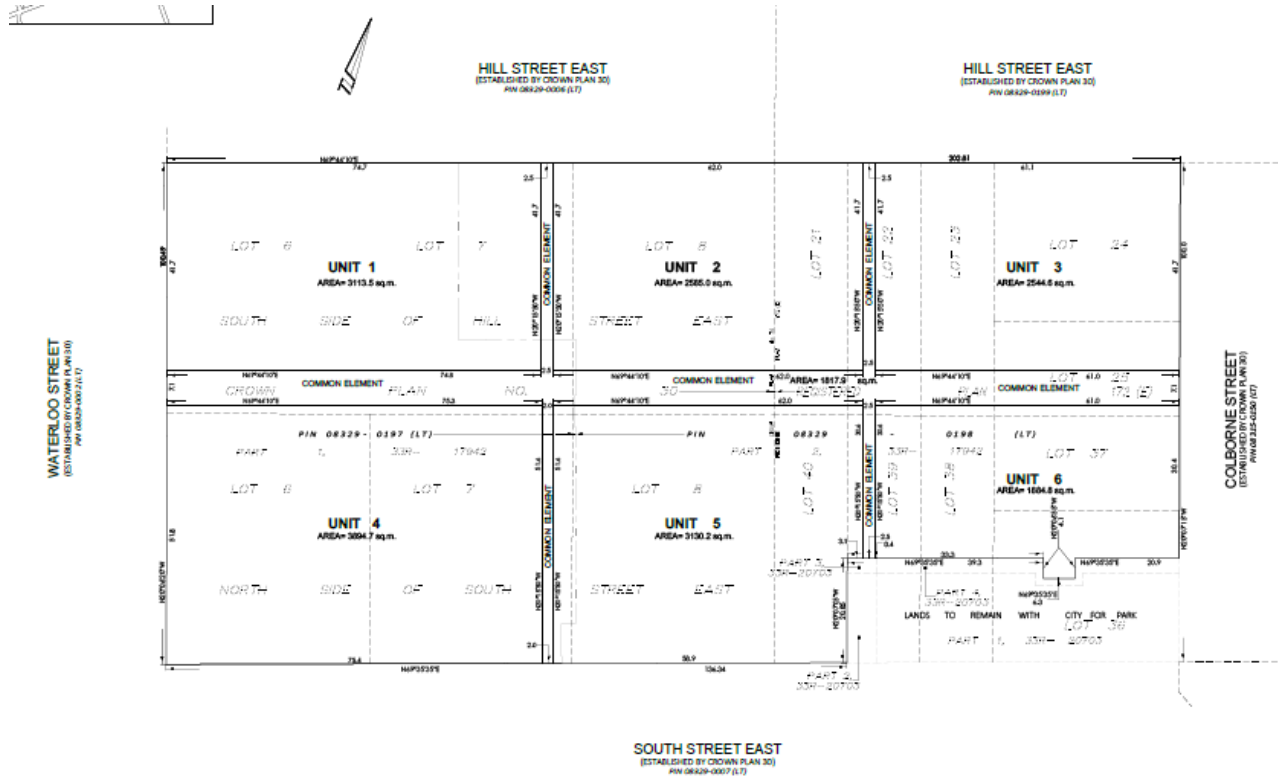
- Indwell Community Homes
- Zerin Development Corporation
- Homes Unlimited (London) Inc.
- Chelsea Green Home Society
- London Affordable Housing Foundation
- Residenza Affordable Housing (ISP)





# SCHEDULE "M"

## VACANT LAND CONDOMINIUM REFERENCE PLAN



**SCHEDULE "N"**

**ANNUAL LOAN BALANCE**

<b>INITIAL GRANT/LOAN AMOUNT</b>		<b>\$</b>
<b>End of Year</b>	<b>BALANCE</b>	<b>Annual Reduction</b>
	1	\$
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	

# MUSEUM LONDON

July 10, 2023

Re: Revised process for City Board Representative on Museum London Board

To Chair and Members, Community and Protective Services Committee:

The Board of Museum London has approved a new *Board Development and Principles Policy* that outlines a revised mechanism for representation by City Council on the Museum's Board. This follows the adoption of revised bylaws in 2022 by the Museum London Board in accordance with the Ontario Not-for-Profit Corporations Act.

With the proclamation of the Ontario Not-for-Profit Corporations Act (ONCA) in October 2021, Museum London engaged the legal firm Fasken to work with its Governance Committee and Board to bring its governing bylaw into compliance under the new Act.

A revised bylaw was approved by the Board in April 2022 and ratified at Museum London's Annual General Meeting on May 11, 2022. As part of this modernization and alignment of Museum London bylaws under ONCA, articles related to the appointment of Board Members required revision. Previous versions of bylaws provided for appointments from other entities including City of London. As per Museum London's new bylaw, a mechanism for automatic appointment is no longer provided, since it was determined that process for Board nominations should exist as a separate organizational policy.

As such, a *Board Development and Principles Policy* has been developed with research and consultation, in recognition of the historic and current relationship between parties, and the essential investment in the Museum by the City to realize strategic goals and provide service to the community. The new Policy creates an updated mechanism for a member of City Council or the Mayor to be nominated by Council and elected by the Museum Board.

Enclosed is a copy of Museum London's *Board Development and Principles Policy* (Appendix 1) and a request addressed to the City Clerk regarding a nominee for the position of City Board Representative (Appendix 2). Also attached for your information is the Museum's strategic plan, *Honouring and Amplifying Our Interconnections 2023-2027* (Appendix 3).

As always, we are available to discuss, answer questions and provide more information. Thank you for your consideration.

Sincerely,



Julie Bevan  
Executive Director



Sarah Padfield  
Board Chair

### BOARD POLICY

#### ***BOARD DEVELOPMENT AND PRINCIPLES***

##### **Preamble**

The Board of Museum London is committed to the development of its directors and ensuring that they and their meetings are as effective as possible. Board members are Members of Museum London, a non-profit corporation and registered charity, and must adhere to requirements as outlined in the Museum London Bylaw Number 2022-1. Board members are expected to be active supporters of Museum London and its mission.

##### **Policy**

#### **Recruitment of New Board Members**

Board member succession planning and recruitment will be undertaken by the Governance Committee of the Museum London Board. The Board seeks out highly skilled and participative Board members whose diverse experience, skills, perspectives and interest in art and history will add value to and contribute significantly to the future of Museum London.

To meet this objective the Governance Committee will:

- Develop and implement nomination procedures that are approved by the Board and aligned with the Board Strategic Plan and Museum London's values. Regularly evaluate the environment within which Museum London operates and identify the governance needs this environment requires from the Museum London Board.
- Regularly evaluate and identify current Board members' expertise and skill sets to compare them with the expertise and skills the Museum London board requires to fulfill its governance responsibilities and identify any gaps.
- Implement processes and tools to evaluate candidates for the Board
- Actively solicit applications for Board membership from across the community, including from equity-seeking groups to advance equity and inclusion at Museum London
- Evaluate the suitability of applicants, create a short list of candidates, and undertake meetings/interviews with them.
- Prepare a recommendation to be presented to the members prior to and then voted on during the Annual General Meeting.
- Review and update Board recruitment package and update as required.
- Manage a list of past applicants or future potential members that is updated regularly for emergencies or for future vacancies.
- Review the nomination process periodically through the lens of equity and inclusion.

### **City of London Representation on the Museum London Board**

A representative from the City of London is not a legal or legislative requirement of the Museum London Board. However, given the strong historic and ongoing partnership between the Museum and the City and our strategic alignment, it is advantageous to offer the City the opportunity to nominate a potential candidate from City Council for election to the Museum London Board. The Museum London Board will provide the opportunity for a City Board Representative to be filled by a member of City Council or the Mayor.

The Official nominated by the City of London must:

- a) meet the requirements that Museum London places on all potential Board members
- b) have the demonstrated expertise and skill sets required by the Museum London Board at the time

When the need to fill a Board position arises the Museum London Board Chair shall deliver written notice to the City Clerk requesting a nominee from City Council for the position of the City Board Representative.

The City shall be invited to submit one (1) nominee from City Council for consideration by the Museum London Board. The written request shall articulate the expertise, skill set and commitment required by the Museum London Board given its future plans, ongoing operations and the environment in which Museum London serves.

In the event the nominee is not elected by the Board, then the Board shall request that the City submit a different nominee for consideration and election.

The nominee put forward by City Council will be evaluated by the Governance Committee following the process outlined above in this policy, and a recommendation will be made prior to Museum London's Annual General Meeting.

In the event that the City:

- a. Fails to provide a nominee for the Board;
- b. The nomination is not approved by the Board;

then the number of Directors comprising the Board shall be reduced by one (1), until such time as a City Board Representative is nominated by the City and reviewed and recommended by the Governance Committee for election to the Board, whereupon a special meeting of the members of Museum London will be called to approve the appointment, and the number of Directors shall be increased by one (1).

### **Orientation of New Board Members**

The Executive Director is responsible for ensuring that new Board members are provided with an effective orientation to Museum London. The orientation should occur prior to the individual's first Board meeting and include such things as:

- An overview of the vision, mission, strategic plan, and operations of Museum London.
- A copy of the Board by-laws and applicable legislation.
- A copy of the Board policies.
- Information on the responsibilities and expectations of the Board of Directors.
- A list of Board committees and Museum organizational chart.

- Dates of Board meetings.
- Calendar of Museum London events.
- An opportunity to meet Museum London management and have a tour of Museum London.

### **Attendance at Board Meetings**

Board members are expected to make every effort to attend Board meetings to ensure that they are informed, involved, and committed to Museum London. Board members are expected to attend a minimum of 75 % of the Board's regular meetings each year. The Board meets seven to ten times annually.

It is the Board Chair's responsibility to review Board members' meeting attendance at least once a year. If the Board Chair believes that a Board member's absences have influenced or will influence the effectiveness of the Board member and/or the absences are expected to continue, the Board Chair with the Governance Committee may ask that member to resign from the Board. The Board does not permit a leave of absence.

### **Attendance at Museum London Events**

It is important that there is a Board presence at all Museum London events, such as exhibition openings and fundraising events. This is a demonstration that the Board is committed to Museum London and its continued growth and sustainability as a cultural institution in London.

The goal is to have a minimum of two Board members attend each Museum London event and to have each Board member attend at least two events per year. A report at the Board meetings should provide a list of upcoming events.

The Board Chair is responsible for contacting Board members if they are not attending a reasonable number of Museum London events.

### **Role of Board Members in Fundraising**

Board members are expected to assist in Museum London's fundraising efforts. Board members are members of Museum London and are encouraged to make a financial contribution based on their ability to do so, recognizing that Board members also contribute in ways other than just financially.

**Last Revised Date:** June 2023

### ***MONITORING:***

#### **Adherence**

The Policy Committee will report to the Board on any areas of non-adherence within a timely manner.

#### **Policy Review**

*Method:* Internal Report

*Responsibility:* Policy Committee

*Minimum Frequency:* Three Years

## APPENDIX 2

July 10, 2023

**RE: Request for Nomination by City Council to Museum London Board**

**Dear Michael Schulthess, City Clerk, City of London:**

The Board of Museum London respectfully requests that City Council nominate a candidate for election to Museum London's Board of Directors. Museum London is a leading art and history resource that connects communities, inspires change, challenges ways of thinking, and ignites creativity toward a more just world. Board members play a crucial role in the governance of our community-serving non-profit organization and are active supporters of Museum London's vision. The Board has recently approved a new strategic plan called *Honouring and Amplifying our Interconnections 2023-2027* which outlines our organizational trajectory and goals (Appendix 3).

The Board is comprised of highly skilled and participative members whose diverse experience, skills, perspectives and interest in art and history add value to and contribute significantly to the future of Museum London. Requirements for Board members are articulated in the Museum's *Board Development and Principles Policy* (Appendix 1). Board members provide oversight and are required to participate in regular meetings, Museum London events, and contribute to fundraising and other initiatives to secure resources for the Museum to realize its mission for the communities it serves.

Upon receiving a Nomination from City Council, the Museum London Governance Committee will review and make a recommendation to the Museum London Board regarding the approval of the Nominee.

We appreciate the consideration of Council, look forward to welcoming a representative from City Council on the Museum Board. We are available for further discussion.

Sincerely,



Julie Bevan  
Executive Director



Sarah Padfield  
Board Chair



# Honouring and Amplifying Our Interconnections

**Museum London**  
Strategic Plan 2023-2027



With humility and respect we acknowledge that Museum London sits at the forks of the Deshkan Ziibi on the traditional lands of the Anishinaabek, Haudenosaunee, Lūnaapéewak and Attawandaron.



At the forks of the Deshkan Ziibi / Thames River, Museum London is situated in a place that has been a site of convergence, exchange, and interconnection for thousands of years.

Today, in the heart of Southwestern Ontario, Museum London's purpose is to honour and amplify interconnections by activating art and history. Through this work we create deeper understandings of our past, our communities, our place in the world, and the breadth of possibilities that our shared future holds.

Grounded in our region and its rich cultural, artistic, and historic legacies, we co-create, reflect, and interpret ideas and stories rooted here, share them widely, and bring important artistic knowledge from other places to London for the benefit of local audiences. Through relevant exhibitions, our vast collections of art and artifacts, public and school programs for learners of all ages, and memorable special events, we nurture curiosity, creativity, and empathy, build community and shape a more vibrant city.

Our 2023-2027 strategic plan sets a clear trajectory for the next five years, aligning our purpose with action in areas across our organization.



Jamelie Hassan, *Map of Deshkan Ziibi*, 2021. Porcelain tiles. Courtesy of the Artist. From the exhibition *GardenShip and State*, October 7, 2021 to January 23, 2022.

## OUR PURPOSE

Honouring and amplifying our interconnections

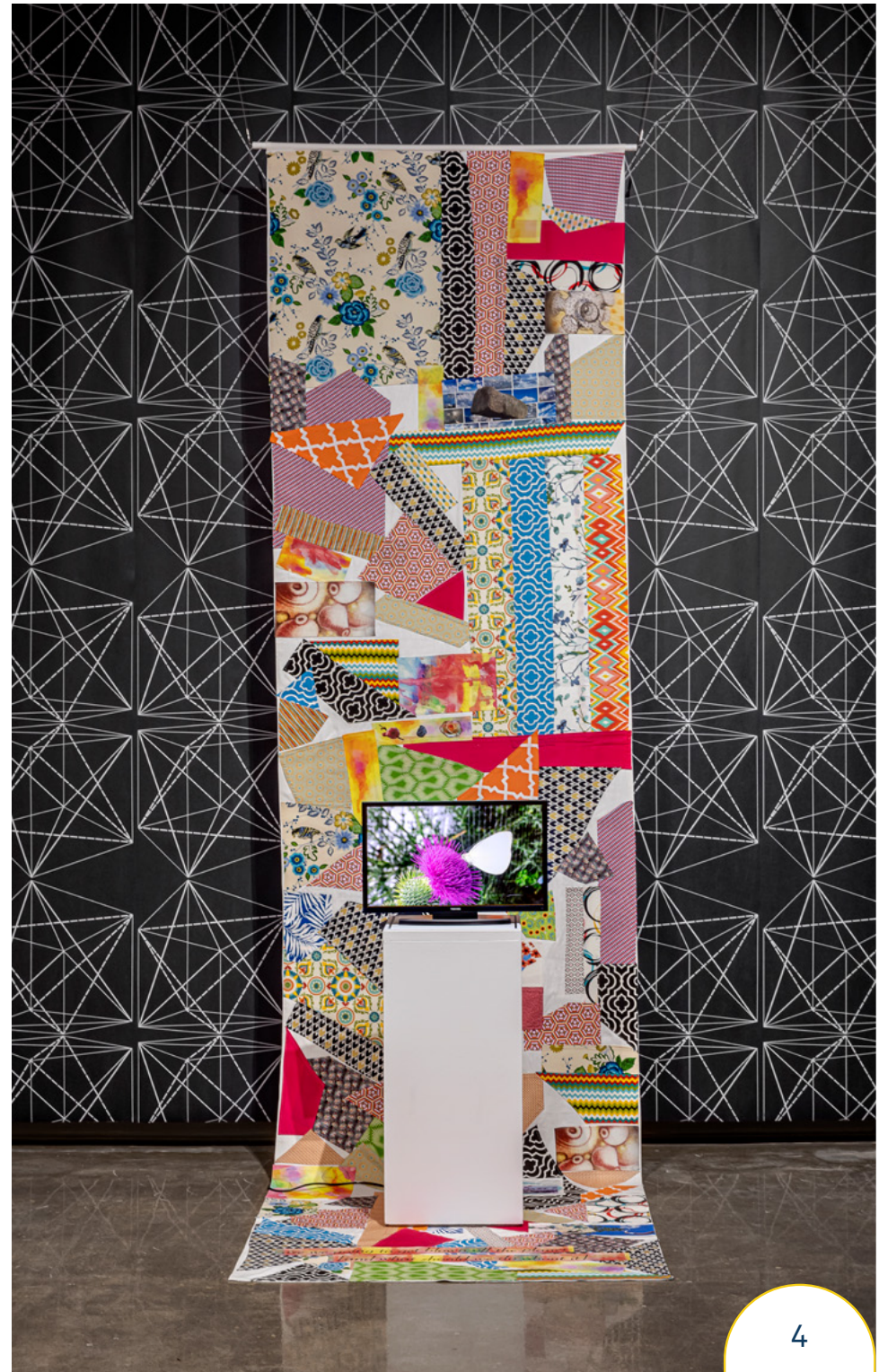
## OUR VISION

A leading art and history resource that connects communities, inspires change, challenges ways of thinking, and ignites creativity towards a more just world

## OUR MISSION

Museum London mobilizes art and history to build community and co-create an inspired future

Christina Battle, *are we going to get blown off the planet (and what should we do about it)*, 2022. Mixed-media installation. Purchase John H. and Elizabeth Moore Acquisition Fund, 2022. *From Remote Stars: Buckminster Fuller, London, and Speculative Futures*, October 8, 2022 to January 15, 2023.





# VALUES

## Inclusivity

We foster an environment that prioritizes diversity, equity, and access and belonging.

## Creativity

We keep artists and creative thinking at the centre of everything we do.

## Collaboration

We nurture meaningful, reciprocal relationships to realize shared goals and amplify the impact of our work.

## Learning and Leadership

We prioritize learning and continuous discovery.  
We generously share what we have and what we know.

## Respect for nature

We deploy resources thoughtfully and consider our place on the land and the impact of our choices on the natural world.





## Defining Purpose

The process to shape our plan launched with a series of facilitated conversations to define Museum London's core purpose in a clear and concise way. We started with big questions:

- Why does Museum London exist?
- Who are we here for?
- What is at stake?

Our Board and Staff includes both long-serving and newly engaged members, each who offer different experiences, perceptions, and expertise. Answering these questions together was challenging and invigorating. The questions are simple, but the answers are complex!

United by a commitment to our communities and excitement about the future of Museum London and its role and impact in London and beyond, we articulated Museum London's purpose as:

**to regard with great respect / to fulfill an obligation or keep an agreement**

**to expand / to make larger or greater / to increase the strength of...**

**honouring and amplifying our interconnections**

**communities of this region including our teams, supporters and our collaborators**

**to be or become mutually connected; prioritizing relationships**

## Gathering Input & Testing Ideas

Our plan lays out five overlapping strategic directions, anchored by purpose and our values. These emerged from insights drawn out of a two-day facilitated retreat in January 2023 at Centre at the Forks with the Museum London Board of Directors and the Staff Leadership Team.

To test our ideas, we invited 25+ community leaders to participate in one-on-one personal interviews in February and March 2023. A diverse mix of artists, volunteers, elected officials, donors, and leaders from a range of community organizations generously shared their current perceptions of Museum London's offerings. We shared our draft purpose, values, and strategic directions with them and listened to direct feedback.

We also convened focus groups involving Museum London's Volunteer Tour Guides who play an essential role in our school programs, and Staff who are at the heart of the action and hold valuable expertise. Our draft was also circulated as part of a digital survey targeted to 125+ key leaders across sectors to glean their perceptions.

We gratefully acknowledge everyone who invested time and care in our process – your participation is valuable and has boosted our confidence and made our process richer.





## GardenShip AND State

...the plan is concise, focused, and intended to be a useful tool to guide decision making, investment, and track our progress towards goals. This plan will shape monthly Board conversations and annual Staff work plans. As circumstances continue to change internally and externally, we recognize that our plans and strategies need to adapt to remain relevant. We will revisit and revise this plan often so that we can be responsive, take advantage of opportunities, and adapt, while remaining accountable and true to our purpose and values.



## How We Will Use this Plan

Our plan is concise, focused, and intended to be a useful tool to guide decision making, investment, and track our progress towards goals. This plan will shape monthly Board conversations and annual Staff work plans. As circumstances continue to change internally and externally, we recognize that our plans and strategies need to adapt to remain relevant. We will revisit and revise this plan often so that we can be responsive, take advantage of opportunities, and adapt, while remaining accountable and true to our purpose and values.



# OUR STRATEGIC DIRECTIONS

- Raise the profile - a 'hidden gem' no more
- Transform audience experience: a people-centered approach
- Embrace interdisciplinarity: art and history in creative dialogue
- Anchor diversity, equity, access, and inclusion
- Invest in operational sustainability and resilience

Short blue coat, round hat, and white trousers

Devonshire kersey jacket lined with scotch plaid, corduroy breeches and round hat

White cotton jacket and petticoat

Camal Pirbhai and Camille Turner, *The New Brunswick 5*, from the *Wanted Series*, 2011-2018. Colour photograph, vinyl, lightbox. Purchase, John H. and Elizabeth Moore Acquisition Fund, 2022.





## Raise the profile: a 'hidden gem' no more

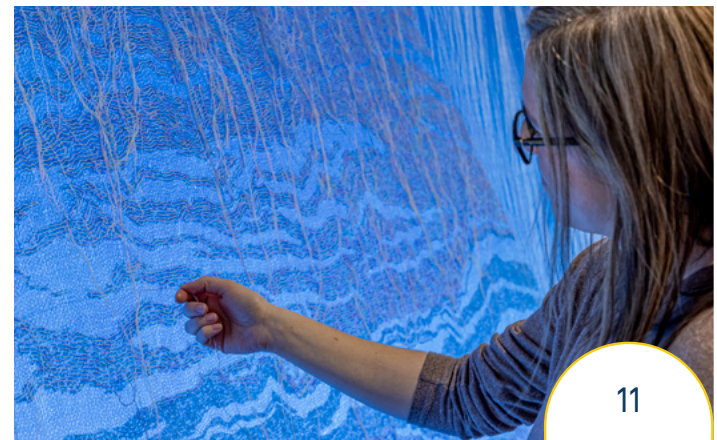
Increase public awareness of Museum London in the region to create excitement and accurate understandings of what we do, who we serve, and the broad value and impact of our work.

- Update and re-energize Museum London's brand personality and deploy it consistently across all platforms (print, online and in-person) through a new marketing and communications plan to share information and stories more effectively about many facets of the Museum's work and our impact.
- Create and launch a new website to allow for managing and sharing content more effectively and to create greater access to Museum London collections.
- Continue to reach out across London and region to meet people where they are, foster partnerships, and create new ways to increase the visibility of partnerships and their impact.

## Transform audience experience: a people-centered approach

Through a curious, responsive approach that prioritizes people, we will design and deliver memorable and meaningful experiences in-person and online.

- Design and implement new tools to collect audience data and feedback to become more self-aware and responsive.
- Analyze and prioritize improvements to visitor experience onsite at the Museum to ensure meaningful and inspiring experiences on our grounds and in our facility and drive repeat visitation.
- Create meaningful opportunities for community partnership on exhibitions, more opportunities for interaction, and a more participatory experience onsite at the Museum and in our online spaces.



## Embrace interdisciplinarity: art and history in creative dialogue

Leverage our unique collections and expertise in art and history to create and share new knowledge in ways that honour and amplify interconnections and builds audience engagement.

- Pilot new interdisciplinary initiatives that make visible the interconnections between art and history, and relevant cultural, social, environmental and economic issues of our time.
- Embed a new collaborative framework internally to develop programs (collections, exhibitions, education, public) and new interpretive strategies and tools to be applied consistently.
- Evaluate, align, and strengthen partnerships locally, nationally, and internationally.



## Anchor diversity, equity, access, and inclusion

Integrate an anti-racist, inclusive lens across all activities to reflect more equitably the diverse communities we serve and truly make Museum London an accessible cultural resource and place of belonging for everyone.

- Undertake an equity audit across the organization and implement an ongoing program of training.
- Recruit and retain talent from Indigenous, Black, racialized, 2SLGBTQIA+, and disability identified communities.
- Act on our commitment to Truth and Reconciliation by shifting existing policies and programs, co-creating new programs, developing team capacity, and strengthening relationships.



## Invest in operational sustainability and resilience

To be more resilient, to continue to care for our assets including our rich collections, to maximize the potential of our facility and grounds, and to retain and attract talent, we will ensure strong relationships with existing public funders, and grow new streams of revenue.

- Design and nurture an intentional workplace culture to leverage more fully the talents of our staff and volunteers.
- Develop and implement a five-year plan to embed a culture of philanthropy and reorient our organizational structure to optimize these efforts and reflect our ambition.
- Optimize our existing infrastructure and operations to ensure our use of space supports our purpose and targets for earned revenue.





## Image Credits:

Cover: *Gathie Falk: Revelations*, February 4 to May 7, 2023.

pg 5. Calla Moya and Racquel Rowe, *Southwest Seen* artists.  
Ron Benner, *As the Crow Flies*, 2005–ongoing. Garden installation.  
Purchase, John H. and Elizabeth Moore Acquisition Fund, 2022.

pg 8. *GardenShip and State*, October 7, 2021 to January 23, 2022.

pg 10. Jessica Karunhanga, *being who you are there is no other*, 2017. Two single-channel videos.  
Purchase, John H. and Elizabeth Moore Acquisition Fund, 2021.

pg 12. *Spectral*, October 8, 2022 to January 15, 2023.  
McClary Cup, 1908. Gift of Jane Bondy, 1990.  
Western Fair Plate, 1928 Gift of Dr. J. Malcolm Smith, 1999.  
London Regional Art Gallery Cap, 1987. Acquired 1994.  
Luke Worm Sculpture, 1947. Gift of Hayden Angeloff-Tingley, 2018.

pg 14. Artist Angie Quick and Andrew Kear, Senior Curator and Head of Exhibitions, Collections, and Programs.

Back Cover:

*Mere Phantoms, The Grief Conservatory*, 2022. Mixed-media installation. Collection of the Artists.  
From *Spectral*, October 8, 2022 January 15, 2023.



With humility and respect we acknowledge that Museum London sits at the forks of the Deshkan Ziibi on the traditional lands of the Anishinaabek, Haudenosaunee, Lūnaapéewak and Attawandaron.



ONTARIO ARTS COUNCIL  
CONSEIL DES ARTS DE L'ONTARIO  
an Ontario government agency  
un organisme du gouvernement de l'Ontario



Canada Council  
for the Arts  
Conseil des arts  
du Canada



We acknowledge the support of the Government of Canada.  
Nous reconnaissons l'appui du gouvernement du Canada.



London  
CANADA

## MUSEUM LONDON

421 Ridout Street North,  
London, Ontario N6A 5H4  
Canada

[museumlondon.ca](http://museumlondon.ca)

[@museumlondon](https://www.instagram.com/museumlondon)

519-661-0333

*Admission is free - Everyone welcome*

## Report to Community and Protective Services Committee

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

**From:** Anna Lisa Barbon, Deputy City Manager, Finance Supports  
Cheryl Smith, Deputy City Manager, Neighbourhood and  
Community-Wide Services

**Subject:** Thames Pool Condition Update and Repair Options

**Date:** July 18, 2023

## Recommendation

That, on the recommendation of the Deputy City Manager, Finance Supports, and the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions **BE TAKEN**:

- a) That the report dated July 18, 2023, titled “Thames Pool Condition Update and Repair Options” **BE RECEIVED** for information; and,
- b) Civic Administration **BE PROVIDED DIRECTION** by City Council on the preferred option outlined in this report.

## Executive Summary

As directed by Council at the April 4, 2023, meeting, the purpose of this report is to update the condition assessment of the Thames Pool; identify the scope of necessary repairs; and the associated costs and timelines.

A site visit and visual inspection conducted on April 6, 2023, found continued cracking, widening, and spalling of the previously identified cracks. Evidence of sand deposits and flooding were noted as well.

Two repair options are further detailed in this report, both focus on “like for like” repairs. Option 1 includes repairs to the return piping to operate the pool as it had previously with the reinstallation of hydrostatic relief ports and includes new weeping tile and site drain to monitor and mitigate groundwater levels. Option 2 repairs are similar to Option 1 except rather than install the return piping under the slab they would be installed under the pool deck and enter at the pool walls. This adjustment would move the return piping further above the groundwater table and reduce the probability of damage.

The above detailed repairs are complex due to the proximity to the river, weather sensitive construction and unknown variables such as the substructure and unpredictable weather events. In addition, sufficient time for detailed design, permits and consultation, public tendering, and weather sensitive construction it would not be feasible for the pool to be operational for the 2024 season. Contingent on direction and funding, the earliest the pool could be open for use is 2025.

The updated costing for Option 1 is estimated to be \$1.92 million in current dollars and Option 2 is estimated to cost \$2.23 million in current dollars.



## Linkage to the Corporate Strategic Plan

This report is aligned with the following strategic areas of focus in the City of London Strategic Plan (2023-2027):

- Climate Action and Sustainable Growth: London's infrastructure and systems are built, maintained, and operated to meet the long-term needs of the community.
- Wellness and Safety: London has safe, vibrant, and healthy neighbourhoods and communities.

## Analysis

### 1.0 Background Information

#### 1.1 Previous Reports Related to this Matter

- [Infrastructure Update - Thames Outdoor Pool](#) (CPSC, March 21, 2023)
- [Parks and Recreation Master Plan Annual Report](#) (CPSC, January 31, 2023)
- [Recreation and Sport Summer Program Updates](#) (CPSC, May 31, 2022)
- [Parks and Recreation Master Plan Annual Report](#) (CPSC, March 29, 2022)
- [Thames Pool Revitalization](#) (CPSC, February 11, 2008)
- [Thames Capital Replacement Project \(RC2621\)](#) (CPSC, December 10, 2007)
- [Thames Outdoor Pool Capital Replacement Project \(RC2621\) – Public Consultation Process](#) (CPSC, October 29, 2007)
- [Allocation of Provincial Capital Grant](#) (CPSC, May 28, 2007)

### 2.0 Discussion and Considerations

#### 2.1 Background and Purpose

At the meeting on April 4, 2023, Council resolved the following:

- a) provide a report by the end of July 2023 to the Community and Protective Services Committee (CPSC) providing an updated condition assessment and identifying the scope of necessary repairs and associated costs to re-open the Thames Pool with sufficient repairs for the safe operation of same, in time for summer of 2024;
- b) conduct a thorough community engagement process starting in Q2 of 2023, and provide the results to Council by the end of Q3 of 2023; it being noted that the engagement process will include soliciting feedback on pool vs. splash pad, indoor pool vs. outdoor, pool size and type etc.;
- c) develop a comprehensive staff report, to come to Council in 2024, including all available options and estimated costs for the future of the Thames Pool if rebuilt or relocated, noting the importance of equitable access across the city, options to include, but not limited to:
  - rebuilding a pool in Thames Park that can withstand extreme weather conditions;
  - seeking out a new location for a pool;
  - future potential uses for the recreational opportunities for Thames Park should Thames Pool be decommissioned; and,
  - funding opportunities from other levels of government and private fundraising.
- d) after the above-noted staff report has been completed, offer another opportunity for community input via a public participation meeting on the report findings; and,

- e) provide a report back to a future CPSC meeting regarding the Thames Pool Report that was intended to identify the likely causes of the Thames Pool failure and propose potential solutions to remedy concerns.

The February 2023 report prepared by Aquatics Design & Engineering outlining the likely causes of the Thames Pool failure and potential solutions is attached as [Appendix A](#). The comprehensive report prepared by Aquatics Design & Engineering outlining in detail the two options for repair and associated costs dated June 2023 is attached as [Appendix B](#).

As due diligence and to ensure the presented options are feasible under the Conservation Authority Act, consultation with Upper Thames River Conservation Authority (UTRCA) is underway. Their Pre-Consultation comments are attached as [Appendix C](#).

The purpose of this report is to provide updates and information on the following:

- Condition assessment of Thames Pool;
- Repair options, associated timelines, and costs;
- Risks and mitigation strategies; and,
- Proposed next steps.

## **2.2 Condition Assessment**

A site visit and visual inspection was conducted by Aquatics Design & Engineering on April 6, 2023. Based on this assessment and a comparison of photos from fall 2022 and spring 2023, continued cracking, widening, and spalling of the existing cracks was observed. Evidence of sand deposits and flooding were noted as well.

The location of the pool is subject to significant flood risk and hydrostatic pressures. The increased length and width of the cracking can be attributed to the freezing action of water expanding within the existing cracks. Ground water penetrating the slab from below has caused spalling or blistering of the floor slab concrete. Additional sand debris found in the pool tank at core sample openings would indicate groundwater pressure under the tank, forcing that material into the pool.

In late March 2023, spring flood conditions occurred in Thames Park. A debris line in the pool tank, higher than the debris line noted in 2022, is indicative of the point at which the hydrostatic pressure of the ground and flood waters reached equilibrium. Photographs showing these conditions can be found in the second report prepared by Aquatics Design & Engineering, included as [Appendix B](#).

Overall, the condition of the pool has deteriorated since the initial failure and the fall 2022 review.

## **2.3 Current Pool Design and Options for Repair**

The previous staff report (March 21, 2023) identified that Thames Pool had experienced:

- Differential movement in the slab, or pool floor;
- Failures in the piping systems; and,
- A loss of base support.

The most probable cause is hydrostatic uplift pressure or frost penetration below the slab, and both are related to the groundwater conditions of the site. Because this is a naturally occurring condition, these risks cannot be eliminated, only mitigated to varying degrees.

Two repair options are detailed in this report, and both focus on “like for like” repairs, meaning Thames Pool would be the same configuration, with the same features and

orientation as currently exists. In the March 2023, report, the repairs were referred to as minimum repairs (option 1) and extensive repairs (option 2). That is consistent in this report but simplified as Option 1 and Option 2.

The basic operation of a pool is a continuous circulation of water from the drain lines, into the filtration equipment, which then flows back into the pool through return lines. In Thames Pool, both the main drain lines and return supply lines are below the pool slab, with piping buried in the soil or aggregate material below and around the pool.

The location of Thames Pool piping below the slab makes it particularly vulnerable to damage from movement of the slab and unstable soil conditions. Floor returns pushed above the pool floor surface are evidence of damage to the piping systems. The only way to repair the piping is the removal of the entire pool floor slab, excavate below the piping to remove it and backfill with new material before installing new supply and drainage piping.

High ground water levels are another concern at the Thames Pool site. Installing a weeping tile to allow for the passive drainage of groundwater away from the pool is required at minimum. A site well to allow for monitoring of ground water conditions is also highly recommended.

### Option 1

Option 1 is basic repairs to the underfloor piping to make the pool operable again and the installation of hydrostatic relief ports and a weeping tile and site drain to monitor and mitigate ground water levels.

The underfloor piping would be replaced in the same locations and connected to the existing piping along the walls. The main drain lines will remain under the floor. This is necessary for proper drainage via gravity and pump action. The placement of return lines under the floor is a consideration for competitive pools, so that swimmers in the outside lanes are not disadvantaged by the return flow of water into their lanes from wall mounted returns. Option 1 has return lines replaced under the slab as is the current design.

A weeping tile under the pool allows for ground water to be directed away from the pool tank by passive, gravity action and a site well allows for visual inspection access to ground water levels. Should hydrostatic pressure increase greater than the weeping tile capacity, relief ports in the new main drains allows ground water to be discharged into the pool tank. These are all basic mitigation measures.

### Option 2

In Option 2, the excavation of the pool slab is needed, as well as excavation along the pool sides. The main drain lines would be replaced under the slab, but the floor returns would be relocated to the side walls. This allows for the piping to be secured to the side walls with the ability to insulate the pipes. These are additional mitigation measures to address movement due to hydrostatic pressures and freeze-thaw cycles. Additional excavation of the pool deck area is necessary to complete the repairs in Option 2.

A weeping tile, site well and hydrostatic relief ports are also included in this option.

The impact of side wall returns on competitive swimmers can be limited by installing the wall returns at staggered heights along the wall. During competition, the higher returns can be shut off and the lower returns continue operating to provide pool water circulation.

## 2.4 Risks and Mitigation

The proximity to the Thames River and high ground water levels are challenging site conditions creating flooding and hydrostatic pressure risks for Thames Pool. This report presents baseline repair and mitigation efforts but does not consider a full redesign that may withstand the risks and more fully avoid infrastructure damage.

Options 1 and 2 both provide repairs and basic mitigation to make the pool functional. Option 2 provides an additional preventative measure by relocating the pool return piping to a higher elevation, secured to the pool tank walls, and insulated.

Figure 1 provides a summary of the measures included in both options. The mitigation strategy of increasing the pool ballast refers to additional concrete thickness of the floor slab to provide additional weight. This can be included in either Option 1 or 2 but is not currently accounted for in the design or costing because a structural engineer would need to design this based on further investigations of the site conditions.

Two additional measures, providing a manhole with backflow prevention and reducing the overall depth and size of the pool, are presented for consideration but not included in the current scope or costing of either option.

### Risk Mitigation Strategies

Risk	Mitigation	Option 1	Option 2	Notes
Unknown ground water levels	Installation of a site well	Included	Included	Site well is a necessary monitoring measure and should be installed to provide a visual of ground water levels.
Hydrostatic pressure from ground water	Relief ports in main drains	Included	Included	Allows water from hydrostatic pressure to be released into tank.
Unknown pool tank ballast	Increase pool slab thickness	Can be incorporated into this design	Can be incorporated into this design	Structural engineers calculate concrete slab thickness for added ballast in pool tank to resist upward pressure from ground water.
Groundwater damage to floor returns	Abandon floor returns and install wall returns	Not Included	Included	Remove return piping from below the pool tank and secure them to exterior of pool walls. Aids winterization operations.
Pool slab deterioration	Removal of existing pool slab and remediate soils	Included	Included	Remove slab in lane area and replace with reinforced slab, refer to ballast.
Freeze / Thaw cycle	Insulation	Not Included	Included	Provide insulation around piping.
Hydrostatic pressure from ground water	Manhole with backflow valves and drain to Thames River	Not Included For Consideration	Not Included For Consideration	Replaces site well and offers better control of ground water conditions.
Pool Depth	With removal of slab, infill deep-end of pool	Not Included For Consideration	Not Included For Consideration	Reduce the depth of pool, to reduce the intrusion into the ground water level.

Figure 1 Risk Mitigation Strategies

Aquatic Design & Engineering recommends Option 2 be undertaken, with an additional recommendation that a site well be established for monitoring ground water as soon as it is feasible.

## 2.5 Timelines

Should Council provide direction to proceed with either of the options presented, a Source of Financing will need to be identified. Following those approvals, a comprehensive project at Thames Pool would be expected to have a duration of between eighteen and twenty-four months, depending on the option selected. This includes the necessary planning work including site and structural analysis, engineering, detailed designs, permits and tendering prior to construction (10-12 months) and construction period (7-10 months) but excludes winter months. Option 1 could be completed in 18 months, while Option 2 would have a longer duration, up to 24 months.

Further geotechnical and engineering investigations, site surveys and analysis are required to fully understand the constraints of the site. Due to the location of the pool within the flood plain, the UTRCA would require a Section 28 permit application to review and authorize the work. Preliminary discussions with the UTRCA suggest this would be considered a “Municipal Project Review – Minor” application. Since the Thames Pool is existing infrastructure within the floodplain, UTRCA policies would allow for the proposed reconstruction and/or repairs, subject to UTRCA permit requirements, based on a finalized design. However, “the current location of the pool is subject to significant flood risk. As such, the UTRCA **strongly recommends** that the City explore options to decommission and/or relocate the pool to a location outside of the floodplain”. (Emphasis in original [Appendix C](#)).

The design, engineering, and construction of an aquatics facility is a specialized industry, with limited qualified companies offering services on a commercial or public use scale. Most consultants and contractors have been completely booked for the 2023 season with many already booked for the 2024 season and beyond.

For these reasons, it is realistic to expect the Thames Pool construction could not begin before the 2024 construction season and is dependent on approval and financial resources being available. If construction begins in 2024, the earliest the pool could be open for use is 2025.

Due to the need for approvals; extent and complexity of repairs; the weather dependent nature of the work; continuing labour and material shortages; and winter shutdowns, it is conceivable, and the risk exists that the pool would not be completed for the short summer season in 2025.

## 3.0 Financial Impact/Considerations

The phase 1 report provided a construction value estimate only, based on previous new build projects completed in 2020 and 2021. This was intended to be a proxy indication of the relative costs of the options presented in the staff report, not a comprehensive project budget estimate. Consulting fees and contingency amounts were not included.

In the phase 2 report, the services of a cost consultant were utilized to prepare an updated costing. This provides a more detailed cost estimate based on the scope of work; quantity calculations for materials and tasks; consultants fees; and current market prices. Design contingency and construction contingency amounts were also included in the updated estimates.

The complexity of repair work compared to new construction and the need to work within the confines of the existing pool tank incurs additional costs. For example, there is more excavation by hand to avoid damage to remaining structures and cranes will be required to lift small excavation equipment in and out of Thames Pool.

The updated costing for Option 1 is estimated to be \$1.92 million. An increase in construction costs represents the largest portion (44%) of the \$1.54 million increase. The addition of design fees (16%) and contingency fees (40%) into this costing exercise accounts for the remainder.

Non-residential construction costs in Southern Ontario have increased 12.3% between 2022 and 2023, driven largely by concrete and equipment costs. Concrete has increased 15% in price over the past two years, and further 8% increase in the first quarter of 2023. (Statistics Canada)

The Architectural, Engineering and Related Services Price Index issued by Statistics Canada, shows the average cost of professional services, including those required for this project have increased an average of 12% over the past three years in Ontario.

Option 2 is estimated to cost \$2.23 million, an increase of \$1.63 million over the phase 1 report. Similar cost pressures to Option 1 are responsible for this escalation. Option 2 requires additional design and engineering work to address the additional excavation and work around the pool deck and sides of the pool. The proportion of the increased amount is 17% for design and consulting, 44% for contingency and 39% for construction.

For both options, the addition of a French drain and manhole provides further mitigation measures and has been provided as a separately priced option. This measure is estimated to cost an additional \$230,000.

Should Council direct Civic Administration to proceed with either repair option, a Source of Financing must be secured to proceed. The Infrastructure Gap Reserve Fund would be the most appropriate source of financing should Council wish to proceed.

#### **4.0 Next Steps**

Pending Council direction to proceed, and financing approved, Civic Administration would pursue the necessary technical and engineering studies to inform a detailed design process based on the approved repair options. Procurement methods to engage design and construction contracts would also be explored.

Based on the direction provided by Council, Civic Administration will develop a comprehensive community engagement strategy that will seek input on the future of Thames Pool as directed by Council on April 4, 2023. The timing of this process and the development of a comprehensive staff report is contingent upon Council direction to proceed and the associated timelines of this work.

### **Conclusion**

Based on an updated assessment, it is evident that soil instability, hydrostatic pressure and freeze-thaw cycles continue to damage Thames Pool. The risks to infrastructure located in a flood plain can be mitigated through various measures but never completely eliminated. This report presents two options to provide baseline repairs and mitigation efforts. The repairs would not alter the current configuration or layout or amenities available at Thames Pool.

**Prepared by:** Lynda Stewart, Director, Fleet and Facilities  
Jon-Paul McGonigle, Director, Recreation and Sport

**Recommended by:** Anna Lisa Barbon, Deputy City Manager, Finance Supports  
Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services



# Aquatic Facilities Review

Report I – Preliminary Review

Existing review for City of London



Thames Pool  
15 Ridout Street S.  
London, ON  
N6C 3W6

February 2023  
DEI Project No. 22297

Prepared by:



55 Northland Rd, Waterloo, ON N2V 1Y8  
T: (519) 725-3555 F: (519) 725-2515  
E: [dei@deiassociates.ca](mailto:dei@deiassociates.ca) W: [deiassociates.ca](http://deiassociates.ca)





**TABLE OF CONTENTS**

Terms of Reference ..... 3

Executive Summary ..... 3

Introduction ..... 3

Timeline (approximation)..... 4

Facility Overview and Observations..... 5

Conclusion and Recommendations..... 10

Possible Repair Options ..... 11

General illustrations..... 14

Appendices..... 16



## Terms of Reference

Aquatic Design and Engineering, a Division of DEI Consulting Engineers has been retained by the City of London to review the infrastructure failure of Thames Pool located at 15 Ridout St. South, London.

The report is meant to:

- Provide a visual assessment of current conditions.
- Identify possible causes of the noted failure and,
- Provide options and potential repair solution(s) with high-level costing estimates.

Our consulting team consists of DEI Consulting Engineers, Aquatic Design and Engineering, Terrapex, and IRC. Each firm brings specialized expertise to the team, including aquatics design, structural, geotechnical, and building science engineering disciplines.

## Executive Summary

Aquatic Design & Engineering, Terrapex and IRC have visited the site on several occasions to review the existing condition of the pool and the areas immediately adjacent and conducted a variety of testing.

This report provides a high-level overview of the visual inspections, core sample testing and soil analysis performed on site, to outline the general condition of the existing pool tank. Observations noted in this report are based on pre-existing conditions, provided drawings, and consultation with staff from the City of London.

Based on reviews of the facility and test results, Aquatic Design & Engineering recommends remedial actions be taken to address concerns related to damaged components and mitigate risk of failure. Other findings outlined in this report identify items that may not be of immediate concern but would improve the efficiency and operation of the pool once addressed.

## Introduction

Aquatic Design & Engineering, Terrapex and IRC have reviewed the original design plans provided and compared them to what has been installed and the current condition of the pool tank in question. During several site visits, the team reviewed site conditions and gathered information relating to the cracking and movements of the pool tank and loss of water, as described by the City of London team.

At the time of facility inspections and review, the system was not operational, and the pool tank was partially empty. The tank had been winterized for the season with water to act as ballast within the pool itself. Potentially, further investigation may be required with full system operational to pinpoint specific concerns brought forth with the team during the site review(s).

The purpose of this report is to complete a condition assessment of the pool tank and identify possible causes of the noted failures. The report also proposes possible repair solutions and high-level cost estimates. Once general repair strategies are formulated, further investigation, refinement, development, and design will be required.



## Timeline (approximation)

The following provides a brief history and timeline of events for Thames pool.

Thames pool originally opened in 1927, making it one of the City of London's oldest pools. In 2007 the city began to plan for a major rejuvenation project with an approximate construction cost of \$4.5 million. This update provided the facility with accessibility upgrades, a beach entry into the pool with spray features, and a 50M eight lane lap pool. Construction began in 2009/2010.

In 2010, during construction of the pool a significant flood caused some re-work to be done. In 2018, another significant flood occurred, with water levels at approximately 4 feet (1200mm) above the pool deck.

The following season in 2019, water usage at the facility nearly doubled the previous season. This was likely due to a broken return line to the pool, potentially caused by the flood. A repair to a return line was completed in the fall of 2019. Prior to the return piping repairs, broken pipes could explain the water usage increase, with the pool system 'pushing' water into the ground below the pool vs sending water to the returns in the pool.

In January 2020, another flood resulted in water entering the filtration room, however not the rest of the building. The pool was closed in September of 2020 and the pool fully drained for tank repairs. Renovations to the pool house also began in September 2020. This project continued into spring 2021.

During the 2020-2021 renovation, the pool tank remained empty from September 2020 until January 2021, while hydrostatic pressure was relieved via the main drain's hydrostatic relief valves and water discharged using a submersible pump. The hydrostatic valves placed in one of the main drains were fitted with a ball valve and set to a constant flow equaling the pump discharge rate. Typically, an outdoor pool condition for winter protection would have the pool approximately half full of water to overcome any freeze / thaw conditions and upward pressure from hydrostatic lift due to ground water. Thames Pool was partially filled between January and March 2021. In March of 2021, the pool was drained again for work to continue within the pool tank.

During the 2021 season water usage continued to increase and three (3) additional returns were repaired when the pool closed for the season in September 2021. The remainder of the renovations to the pool, caulking and painting were completed in the spring of 2022.

As part of annual opening operations, the pool was completely filled following the painting and caulking to test and verify pool mechanical systems. Within a short time period, the pool lost most of the water. Further inspections found damage to the pool slab and protruding floor returns in (May) spring 2022.

The consulting team began an investigation into the failure of Thames Pool in September 2022 and a final report was prepared in February 2023.





## Facility Overview and Observations

Our consulting team, including aquatic designers, building science engineers and geotechnical engineers completed three site visits during September 2022. We reviewed the original design plans for the 2010 rebuild and compared them to the actual on-site installations and the current condition of the pool tank. Additionally, a geotechnical investigation and subsurface soil testing (Terrapex) and concrete compressive strength testing (IRC) were conducted. Those independent reports are appended to this document. This report shall be read in conjunction with Terrapex and IRC's reports as a full encompassing document.

The original plans for the 2010 reconstruction, designed by Shore Tilbe Irwin & Partners (Perkins & Will), dated 2007, were provided for review. This information has been compared to progress photos taken during the construction phase and a visual review of the as-built structure. Discussions with pool operational staff, a review of maintenance and utility records and a comprehensive visual inspection of existing conditions provided background information.

The focus of this report is to investigate the potential causes of the pool tank cracking and of the protruding floor returns within the 50m - 8 lane area of the pool and provide options to repair these concerns. Some additional cracking and abnormalities were also identified in the shallow / beach entry of the pool.

A water usage report was provided, showing historical water usage from 2015 – 2021 from May through to September. In 2018, nearing the end of the season a significant spike in water usage was recorded after a flat (average) water usage season which aligned with the previous years. This spike could also correlate to the February 2018 flooding event damaging a return line or breaking a floor return fitting causing water to leak out of the pool basin. This change in water usage appears to be the beginning of the increased water consumption based on the records provided.

The following year, 2019, an increased water usage is noted over previous years. In 2019, the water usage is approximately 2.5 times the average usage from 2015 – 2017. A repair to the return line and return fittings was completed in the fall of 2019 to address the water loss.

In 2020 and 2021 the water usage compared to 2015 – 2017 is approximately 4 times the average. A portion of the increased usage could be a result of filling and emptying the pool during this time period. Mechanical room flooding clean-up, and failures in the return lines may also account for some of the increased water usage.



Further, it was communicated that a renovation of the pool coping, and gutter was performed prior to winterization of the pool in 2021. Possible water use explanation is from construction work and personnel on site.

The work / renovation on pool coping and gutter continued into late fall and early winter resulting in less than an ideal condition for the pool tank to be properly prepared for the winter cycle. To provide a safe working environment, the pool must be drained. The additional ballast or weight of a partially filled pool can counteract hydro-static lift pressure. Due to its proximity to the Thames River and the potential for high ground water levels to be present around the pool basin, hydrostatic uplift is a year-round risk.

During the initial site meeting to discuss the project, the pool was empty to allow for visual inspection. The hydrostatic relief valve in one of the main drains was open to permit the release of ground water and pressure on the tank. A submersible pump was used to discharge the incoming water as quickly as it was entering the pool tank. See Figure 1.

It was also noted during the site meeting at project kick-off that the pool, if left on its own drains down to the silt line as shown on Figure 4. This would indicate that the piping, either from the pool drains or return piping has a break at that level, approximately minus 8 feet (-2500) below pool deck.



Figure 1 – Ground water in main drain, with pump





Figure 2 – Significant fracture in lane 1 at break point to deep area



Figure 3 – Floor return protruding from pool floor





Figure 4 – Debris marking water lost line, and pump extracting ground water



Figure 5 – Cracking within shallow end @ beach entry area





Figure 6 – Original coping damage, prior to recent renovation  
Indication of pool tank / deck movement  
(Photos from 2016)





## Conclusion and Recommendations

Based on the investigations completed, the likely causes of the Thames pool failure are:

- Differential movement in the slab, or pool floor;
- Failures in the piping systems; and,
- A loss of base support.

It is our understanding that the 2010 redevelopment did not include a site well. Based on visual review, the amount of consistent ground water present below the tank would have a detrimental effect on the pool and its systems, if left unchecked, especially during a freeze thaw cycle. Ground water pressure has been known to force a pool such as Thames out of the ground causing extensive damage. The floor returns presently being pushed upwards, along with the significant cracking of the pool slab in lane one (1), would be evidence of ground water pressure and differential movement of the slab. See Figure #2 and Figure #3.

At no point should the pool tank be empty without monitoring the ground water level. Currently there is no way to achieve this at Thames Pool. At present there are insufficient relief valves and based on construction photos, there is no evidence of a weeping tile system. A site well should be installed to detect ground water levels prior to the water being removed from the pool. The pool tank water level should never be below the ground water level and additional hydrostatic relief valves need to be installed within the pool tank.

There is significant damage to the under pool return piping system. Pressure testing of the return system would conclude a significant failure of the piping. Water within the pool tank has been lost to approximately the level of the break point at the deep end. This is indicated in Figure #4 above, with blue paint and an arrow along with the debris line. Based on discussions with operational staff and photos from the original construction, it can be concluded that the return line depths are in-line with the debris markings on the wall. This level is the recorded level of where the pool would drain to on its own after being filled. This return piping elevation relates to an approximate minus 8 feet (-2500) invert below the present pool deck level, or a -4 to -5-foot invert below the shallow end pool floor. This aligns with construction photos provided.

The geotechnical investigation concluded the slab-on-grade pool floor has experienced cracking and a loss of base support. This loss of base support may be the result of slab movement, failures in the piping system below the slab releasing the pool water directly into the soil, or a combination of both. Examination of the core samples and the core holes indicated that voids appeared to be present below the pool floor. At several of the inflow pipes located on the pool floor, there are deposits of predominantly sand material. This was also evident during a site meeting where a threaded rod was inserted into one of the open floor returns and sand and dirt was removed.

Based on the timeline events and the on-site discussion, an educated assumption would be that the broken pool piping system was causing an increase in ground water levels around the pool shell. When the pool tank emptied the pool water that has pressurized the sub-soils was released by the hydrostatic valves.

The following table provides some options, all which would require a site well to be established in the adjacent shrub area near the base of the waterslide. This location would avoid a visual distraction and minimize re-construction of the pool deck at this time. The addition of a site well could be used to monitor ground water levels as well as a location to remove ground water from around the pool prior to the pool being emptied. Presently, the pool needs to be drained and the hydrostatic plugs removed for ground water pressure to be relieved into the pool tank. It should be noted that the site well is a not a complete solution. Because the site well is separated from the pool tank with no weeping tile system, we are dependent on gravity moving the water in and around the pool to the lowest point within the site well. Additional hydrostatic relief ports are also recommended.



## Possible Repair Options

### Option 1 (\$) – Minimum Repairs

Site well within shrub area	\$25,000
Remove the existing pool slab, excavate below return piping (approx. 4')	\$120,000
Replace all below slab piping at pool shell, connect to existing main	\$40,000
Replace pool slab, with finishes (paint to match existing)	\$175,000
Additional relief ports	\$15,000
<b>Sub-total</b>	<b>\$375,000.00</b>

### Option 2 (\$\$)– Extensive Repairs

Site well within shrub area	\$25,000
Remove pool slab and piping and reinstall piping with wall returns at a higher elevation, connect to existing main, replace slab	\$350,000
Remove pool deck to access new piping	\$2100,000
Additional relief ports	\$15,000
<b>Sub-total</b>	<b>\$600,000.00</b>

### Option 3 (\$\$\$) – Rehabilitation of Pool

Site well within shrub area	\$25,000
Remove pool gutter and partial wall	\$120,000
Replace with modular Stainless Steel gutter profile incorporating return system, abandon existing returns	\$2,520,000
Install thickened slab and reduce pool depth	\$200,000
Install membrane on repaired existing slab, abandon floor return system	\$1,120,000
Additional relief ports	\$15,000
<b>Sub-total</b>	<b>\$4,000,000.00</b>

### Option 4 (\$\$\$\$) – New Pool

Site well within shrub area	\$25,000
Remove pool complete and pool deck immediately adjacent to pool	\$1,410,000
Construct new pool complete, incorporating significant provisions to reduce ground water pressures	\$9,825,000
Install weeping tile system and backflow valves	\$725,000
Additional relief ports	\$15,000
<b>Sub-total</b>	<b>\$12,000,000.00</b>

*\*Values above are estimates based on historic projects from 2021-2022  
Soft costs, engineering fees, markups/overhead and profits, etc. have been estimated.*



Each of the above options have pros and cons associated with them. The options are only meant for high level consideration to aid in determining the next steps and course of action. Each option increases the complexity of the remodeling and the associated price tag. Within each option there could potentially be sub-options of varying complexities. This would be determined through a detailed design process.

At no point should the pool tank be empty without ground water levels being checked. In order to accomplish this a site well is mandatory. The existing automatic pool hydrostatic relief are designed to relieve the pressure build-up due to hydrostatic lift based on the ground water level, as the pool water begins to lower below the ground water level. Controlling the flow by means of valves attached to the relief valves does not relieve the full up-lift pressure, only permits a means for the water to escape in a controlled manner. Hydrostatic lift pressure is still being applied to the tank.

**Option 1 – General repair (estimate \$375,000)**

Scope

- Establish a site well to monitor and manage groundwater conditions
- Provide additional relief ports in the pool slab to help relieve hydrostatic pressure
- Remove pool slab, replace below slab piping, reconnect to existing main lines
- Replace pool slab to existing depth

Provides a quick fix to return the pool back to usable condition, however, may not provide a long-term solution as the site well is independent from the pool and we would be relying on gravity and ground water flow to the local site well. Construction phase would be approximately 6 months.

Pros	Cons
Quick fix	Band-aid solution
Least expensive	Damage may re-occur with high ground water or flood

**Option 2 – General repair and mitigation (estimate \$600,000)**

Scope

- Provide site well and additional relief ports
- Remove pool slab, pool deck and piping – Install new piping
- Install new wall returns at higher elevations, connect to existing main lines
- Replace pool slab with thicker concrete to provide more mass

Similarly provides a quick fix, however with an increase in the mass of concrete for the floor of the pool. This would aid to offset the buoyancy and stress the pool shell sees now compared to ground water levels. Again, as noted in Option 1, the local site well would be relying on gravity and ground water flow. Construction phase would be approximately 8 months.

Pros	Cons
Quick fix	Band-aid solution
Second least expensive	Damage may re-occur with high ground water or flood
Additional pool slab thickness to help to offset buoyancy	Reduced pool depth, may affect diving
Less water, improves filtration	



**Option 3 – General repair, mitigation, and alterations (estimate \$4M)**

Scope

- Provide site well and additional relief ports
- Install modular gutter with return system, abandon wall returns
- Install membrane on existing slab, abandon floor returns
- Install new, thicker slab on top of existing slab

A more comprehensive option that begins to address a long-term repair and prevention. A redesigned piping system would reduce the risk of damage to the pipes. The local site well would still be relying on gravity and ground water flow to move water away from the tank, as in Options 1 and 2. Construction phase would be approximately 12 months.

Pros	Cons
Begins to address longer-term solutions	With membrane, ground water may cause it to float
Additional pool slab thickness to help to offset buoyancy	Reduced pool depth, may affect diving
Eliminated piping around the pool	Damage may re-occur with high ground water or flood
Less water, improves filtration	

**Option 4 – New Pool (estimate +/- \$12M depending on design)**

Scope

- Remove entire pool and deck
- Construct new pool / aquatic amenities
- Incorporate design and engineering provisions to mitigate groundwater pressures

This option addresses a long-term solution with proper installation of weeping pipe connected to a site well to remove water from around and under the pool tank. Weeping tile pipe around the foundation of the pool directed to a site well or French drain area with backwater valves would ensure any ground water can be discharged away from the pool. The new pool would be designed and engineered for the site conditions of high groundwater levels. Construction would take about 16 months, depending on the design.

It should be noted that no system can withstand the damages caused by flood conditions. Damage caused by flood water levels above the finished deck level, as seen in 2018, is unpredictable. Option 4 would be the best resolution for this potential condition, however, would not prevent a flood.

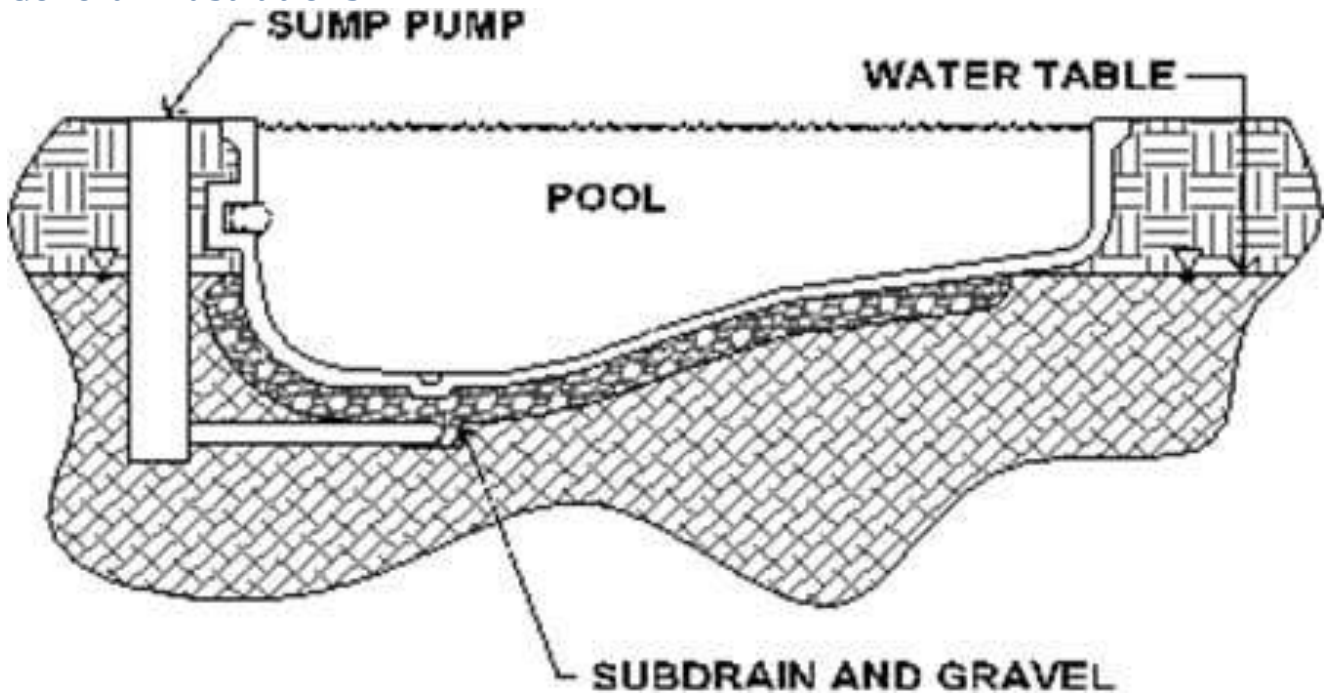
Pros	Cons
Provides proper installation in a flood plain	Most expensive
	Risk of damage can not be completely eliminated in a flood plain

The following support documents from IRC and Terrapex form part of this summary and provide a more in-depth detail of current concrete status along with sub-soil conditions.

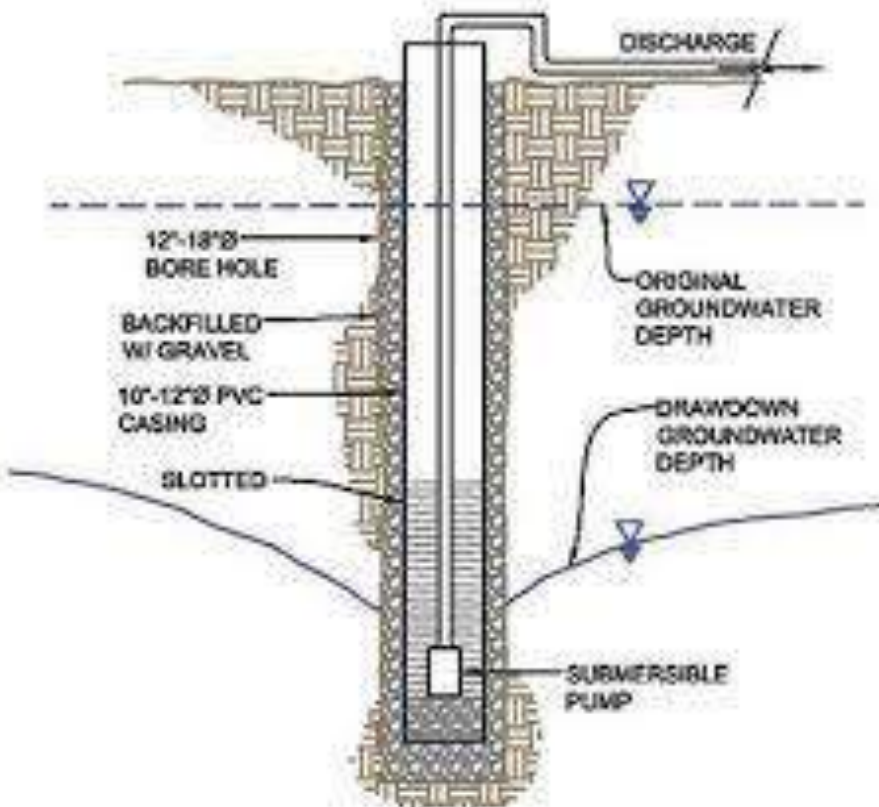
Please do not hesitate to contact us if additional information or if clarification is required.



## General illustrations



Typical pool with a site well and below pool weeping tile system.



Sample Site well with submersible pump.





Hydrostatic relief valve with collection tube.



## Appendices

The following independent reports summarize findings similar to the above and provide specific detail on the soil conditions below the tank (Terrapex Environmental) and concrete analysis (IRC Building Science). This report shall be read in conjunction with the Terrapex and IRC reports as a full encompassing document.





A Rimkus Company

**IRC Building Sciences Group**

2121 Argentia Road, 4th Floor  
Mississauga, Ontario, L5N 2X4  
Tel: 905.607.7244, Fax: 905.607.7288

Toll Free: 1.888.607.5245

Aquatic Design & Engineering  
55 Northland Road  
Waterloo, Ontario  
N2V 1Y8

February 3, 2023  
Page 1 of 19

Tel: 519-504-0119

**Attention: Mr. Jamie Lopes**

[E-Mail: Jlopes@aquaticdesigns.ca](mailto:Jlopes@aquaticdesigns.ca)

**RE:** Condition Report – Crack Assessment  
**Thames Park Pool**  
15 Rid out Street South  
London, Ontario  
N6C 3W6

**Project Ref:** IRC#: **10617-HB22-206CR**

**Dear Mr. Lopes:**

In accordance with your instructions, personnel with IRC Building Sciences Group performed the visual assessment of the concrete forming the walls and the floor slab of the outdoor pool at the above referenced project site. The purpose of the assessment was to establish the current condition of the concrete forming the swimming pool shell.

## **Executive Summary**

The Thames Park Pool is 50 m long class A pool, incorporating eight(8) swimming lanes and was constructed circa 2009. Visual assessment revealed shrinkage cracks in the concrete forming the lap pool floor slab at random locations. Subgrade material is oozing out of the crack lines in the concrete forming the floor slab in localized areas. Some areas of the slab are exhibiting out of plane displacement of the section of concrete slab along crack lines, most likely caused by frost heave or hydrostatic pressure. In some localized areas, the concrete forming the pool walls is exhibiting medium size cracks and need to be explored further.

During our survey, cracks were marked on the concrete slab forming the lap pool tank. A crack delineation survey is attached in the appendix B of this report, identifying the location of these cracks in the pool floor slab.

Four (4) concrete core samples were retrieved from the floor slab of the pool tank. Three (3) core samples were used to ascertain the compressive strength of the concrete and the one (1) core sample was used to determine the air-void ratio of the existing floor slab. Concrete test results indicate the compressive strength and air/ void ratio are satisfactory for the exterior pool environment.

Pool shell is in unsound condition and needs massive remediation work in the form of structural rehabilitation of concrete and addressing the hydrostatic pressure and unsound substrate conditions.

### **1.0 SCOPE OF WORK**

The primary objective of the assessment was described as under:

- .1 Review all relevant documentation provided to IRC Group.
- .2 Perform visual assessment of the pool tank concrete slab and the associated pool deck to identify typical anomalies.
- .3 Retrieve cores from the concrete slab to establish the compressive strength of the concrete as well as the air-void ratio of the concrete forming the pool floor to establish the quality of concrete



to withstand Freeze-Thaw stresses.

- .4 Prepare the condition assessment report to document all the potential anomalies revealed during the visual assessment, concrete testing and provide necessary recommendations.

## **2.0 DOCUMENTATION REVIEW**

- Architectural drawings prepared by Shore Tilbe and Irwin Architects.

## **3.0 BACKGROUND INFORMATION**

Concrete forming the pool walls and the slab was treated with crystalline waterproofing material.

## **4.0 METHODOLOGY**

The following methodology was adopted to carry out the visual assessment of the concrete forming the pool walls and floor slab forming the outdoor swimming pool tank.

IRC personnel visited the site on September 15<sup>th</sup> and 29<sup>th</sup> of 2022, to carry out visual assessment of concrete slab within pool tanks and the associated deck.

Photographs were taken during the course of the investigation and are presented in Appendix A and are referenced throughout the report.

Concrete core samples were sent to the certified concrete testing library to establish the compressive strength and air content of the concrete forming the pool slab.

### **4.1 Project Team**

The following personnel were involved in performing this assessment and in the preparation of this report:

- .1 Chander Thusu, B. Eng., BSS, Manager, Building Sciences.
- .2 Kathiravel Karunanathan, CET., BSS., RRO Project Manager, Building Sciences.
- .3 Anwar Farah, Junior Project Coordinator, Building Sciences

## **5.0 OBSERVATIONS AND CRACK SURVEY**

The following was observed during the course of this preliminary visual assessment (Photographs 1 to 10):

1. Lap pool is 50 meter long, eight(8) lane pool, located along the south side of the Thames Park pool complex and coated with epoxy paint(Photographs 1 and 2).
2. Depth of pool ranges from approximately 1.20 meter to 3.70 meter from the shallow to the deep end of the lap pool respectively.
3. Leisure pool is located along the North side of the outdoor pool complex and accessed by beach entry ramp.(Photograph 3).
4. The pool deck is delineated from the pool tank by coping tiles( Photograph 4).
5. Depth markings and warning signs are located on the pool deck at visible locations.
6. Base of metal railings cored into the concrete were observed to be in in good condition and did not show any evidence of surface corrosion(Photographs 5 and 6)

7. Concrete forming the lap pool slab and walls is exhibiting random cracking and are depicted in crack survey drawing, attached with this report in appendix B.
8. Cracks are mostly shrinkage in nature. However in some locations, the cracks are exhibiting out of plane displacement of the slab in localized areas. At the displaced location, the concrete forming the pool slab is exhibiting spalling of the concrete( Photographs 7, 8, 9 and 10).
9. Concrete forming the pool walls is exhibiting longitudinal crack( Photograph 11).
10. Subgrade material was oozing out of crack indicating upward displacement of the saturated soil due to hydrostatic pressure (Photograph 12)
11. Four (4) concrete samples were taken on the lap pool tank slab for compressive testing. One (1) sample is to be tested for air-void ratio. Location of sampling have been shown on the drawing in Appendix B of this report.

### 5.1 Concrete Compressive and Air Void ratio tests.

1. Based on the laboratory test, the concrete is deemed satisfactory for the exterior exposure in summer or winter submerged conditions.
2. Average compressive strength of concrete based on three core samples was equal to 57 MPa.
3. Air content based on one core sample was established to be 7.5 %.
4. The test results are attached in the Appendix C of this report.

### 6.0 CONCLUSIONS

Based on the observations, compressive test and the air-void ratio testing , the following anomalies are present in the pool tanks:

1. Random cracking evident in the concrete forming the pool slab. Some of the cracks are due to upward displacement of the part of the slab along the crack lines.
2. Localized cracking evident in the concrete forming pool walls
3. Spalling of concrete of pool slab concrete along some crack lines indicating upward displacement by hydrostatic pressure.
4. Water egress from the pool tank along crack lines is likely and which will undermine the subgrade material.

### 7.0 RECOMMENDATIONS

Based on the aforementioned observations and conclusions, the following is recommended:

#### Option A

- Address the subgrade conditions and design means to dissipate the hydrostatic pressure to avoid the further deterioration of the pool concrete slab.
- Remediate all the cracks in concrete forming pool shell.
- Install new pool coating suitable for the pool environment and freeze -thaw exposure



A Rimkus Company

Continuation of Letter to  
Mr. Jamie Lopes

February 3, 2023  
Page 4 of 19

### Option B

- Address the subgrade conditions and design means to dissipate the hydrostatic pressure.
- Rebuild the pool tank in its entirety taking into consideration the alleviation of hydrostatic pressure.

We trust that the enclosed is satisfactory for your purposes. If you have any questions regarding the enclosed, please do not hesitate to contact me at your earliest convenience.

Yours Truly,  
IRC Building Sciences Group

A handwritten signature in blue ink, appearing to read 'C. Thusu', is written over a light blue rectangular background.

Chander Thusu B.Eng. BSS  
Building Sciences Manager



A Rimkus Company

Continuation of Letter to  
Mr. Jamie Lopes

February 3, 2023  
Page 5 of 19

# Appendix A

## (Photograph Log)



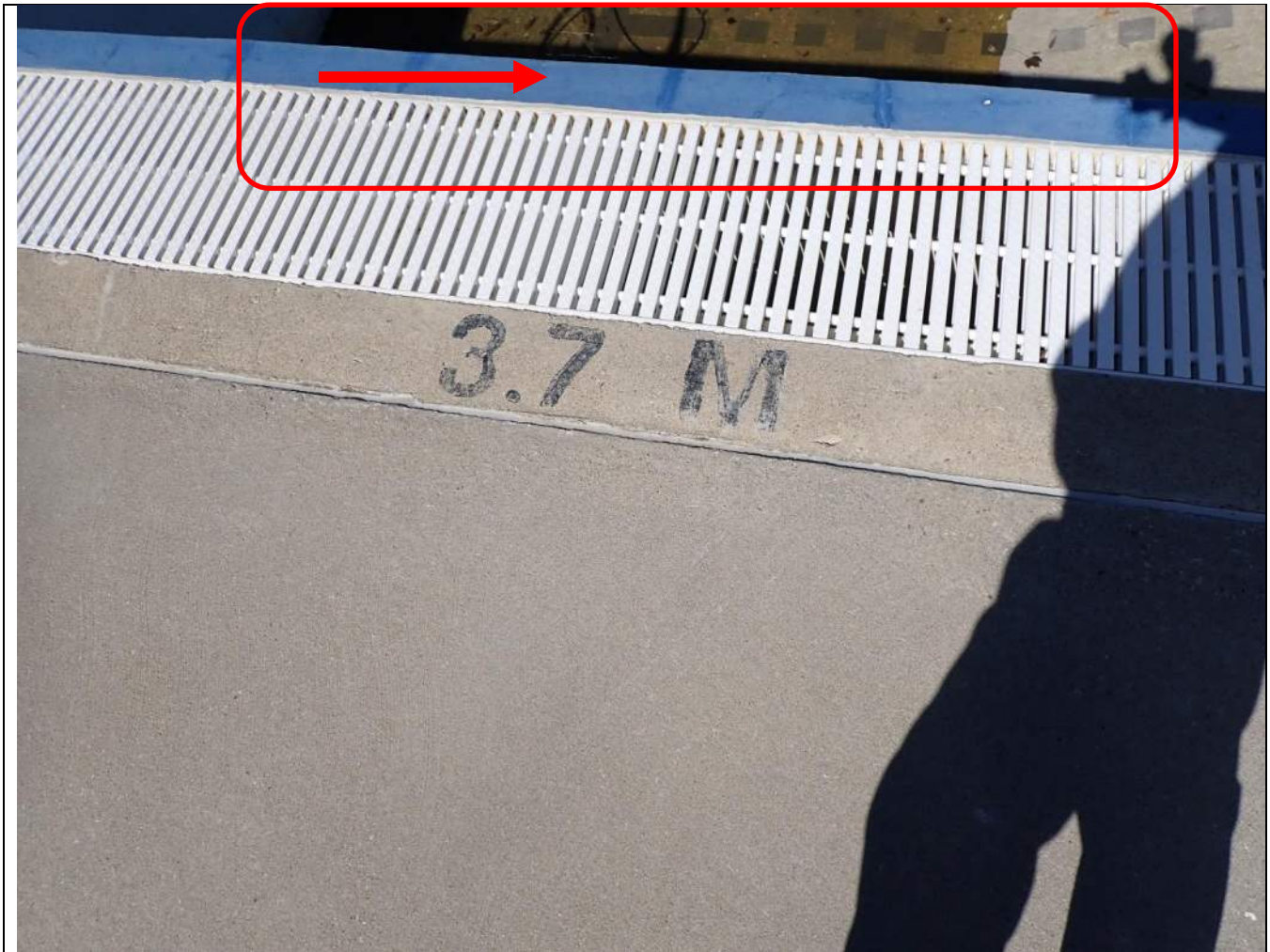
PHOTOGRAPH 1: Overview of Eight(8) Lane Lap Pool



PHOTOGRAPH 2: Closeup of deep end of Lap Pool



PHOTOGRAPH 3: Overview of Leisure Pool

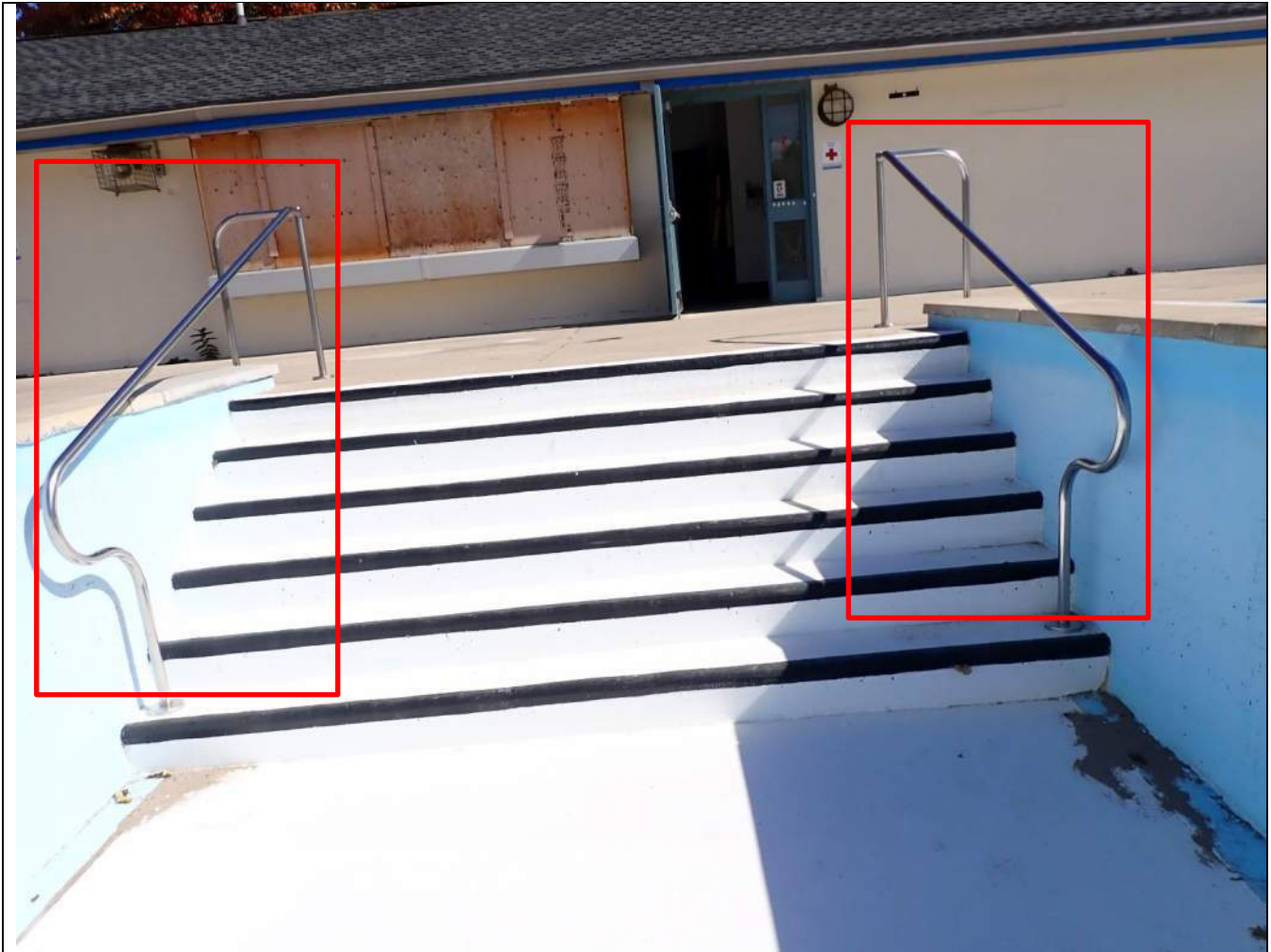


PHOTOGRAPH 4: Coping tile on top of pool wall delineating pool from the deck





PHOTOGRAPH 5: Stainless Steel railing appears sound



PHOTOGRAPH 6: Handrails at the entrance stairs to Lap pool appear sound.



PHOTOGRAPH 7 : Large Size Cracks present in the concrete forming pool floor slab.



PHOTOGRAPH 8: Large Size Cracks present in the concrete forming pool floor slab.



PHOTOGRAPH 9: Narrow Cracks present in the concrete forming pool floor slab.



PHOTOGRAPH 10: Spalling of concrete along the crack line evident in the pool slab.



PHOTOGRAPH 11: Longitudinal cracking of the concrete forming pool wall



PHOTOGRAPH 12: Hydrostatic pressure evident in the form of subgrade material forced out along the crack line.



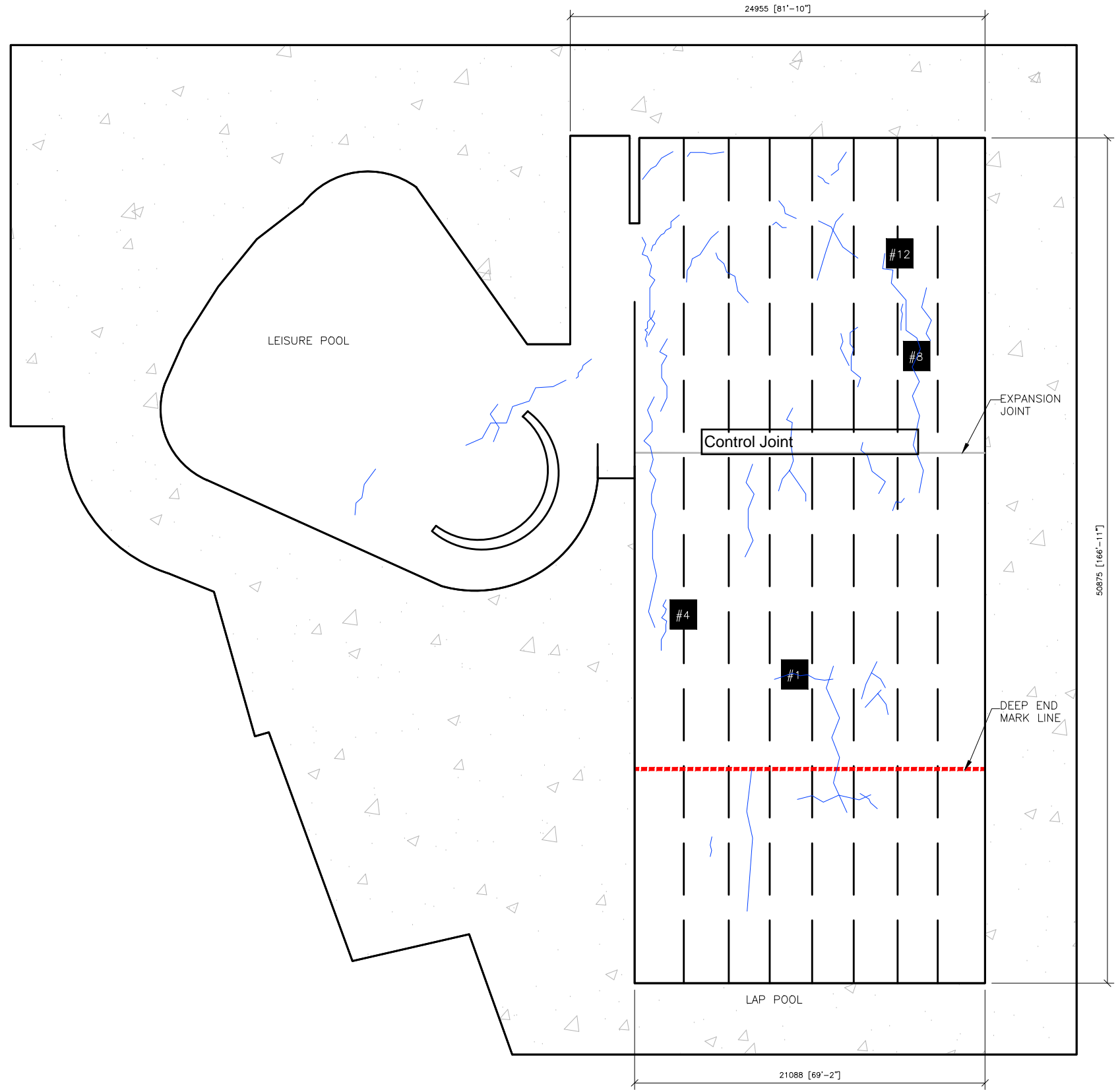


A Rimkus Company

Continuation of Letter to  
Mr. Jamie Lopes

February 3, 2023  
Page 18 of 19

## APPENDIX B Pool Plan



1 CRACK DELINEATION  
D1 SCALE 1:300

LEGEND:

	SAMPLE LOCATION
	CRACK LOCATION

**irc** GROUP

**IRC Building Sciences Group**  
A Rimkus Company  
2121 ARGENTIA ROAD, 4TH FLOOR  
MISSISSAUGA, ONTARIO, L5N 2X4  
TEL: 905.607.7244, FAX: 905.607.7288  
1.888.607.5245 WWW.IRCGROUP.COM

TITLE:	CRACK SURVEY DELINEATION
CLIENT:	AQUATIC DESIGN & ENGINEERING
PROJECT:	THAMES POOL PARK 15 RIDOUT ST S LONDON, ONTARIO

IRC #:	10617
W.O.#:	HB22-206CR
SCALE:	AS NOTED
DATE:	NOVEMBER 2022

NORTH:		DRN.:	A.F
		CHK.:	C.T
		DWG.#:	D1
		REV.#:	REV 0X

PEN COLOR CODE: C1-0.10 C2-0.20 C3-0.30 C4-0.40 C5-0.50 C6-0.10 C7-0.15



A Rimkus Company

Continuation of Letter to  
Mr. Jamie Lopes

February 3, 2023  
Page 19 of 19

## APPENDIX C TESTS



GHD Project No.: 11221062-08

November 15, 2022

IRC Building Sciences Group  
 2121 Argentia Road  
 Mississauga, ON, L5N 2X4

Attention: Mr. Chander Thusu

Re.: Concrete Core Investigation  
 Thames Pool Slab  
 London, ON

Summary of Concrete Core Test Results				
Core Data	Client Core No.	4	8	12
	GHD Core No.	543	544	545
	Core Location	n/a	n/a	n/a
Laboratory Test Results	Compressive Strength of Concrete Core			
	MPa	60.0	59.8	51.6
	L/D Ratio	1.90	1.83	1.97
	Density (kg/m <sup>3</sup> )	2302	2310	2294
Remarks	Compressive Strength Testing of Concrete Cores as per LS-410 / CSA A23.2-14C Strength (MPa) correction factor applied to samples with a L/D ratio of <2.00 as per CSA A23.2-14C Cores tested in a saturated state			

Regards,

**Matt Rawlings**  
 Laboratory Manager



# Transmittal

10 November 2021

<b>Attention</b>	Chander Thusu	<b>GHD Ref No.</b>	11221062-08
<b>To</b>	IRC Building Sciences Group	<b>GHD Project Manager</b>	Vincent Zappia

<b>Project name</b>	Thames Pool, London
<b>Subject</b>	Lab Report
<b>Number of Pages (Includes Cover Page)</b>	2

<b>Date of Sampling</b>	<b>Laboratory No.:</b>	<b>Material Type</b>	<b>Test(s) Performed</b>
-	CST-22-150	Concrete Core	Air Void

Remarks:

Should you require any additional information, or have any questions, please contact the GHD project manager.

Issued by:

Krishna Jadeja

Signed:

Distribution List:

<u>Name</u>	<u>Company</u>	<u>Email</u>
Chander Thusu	IRC Building Sciences Group	cthusu@ircgroup.com
Kathiravel Karunanathan	IRC Building Sciences Group	karuna@ircgroup.com
Vincent Zappia	GHD	vincent.zappia@ghd.com
Krishna Jadeja	GHD	krishna.jadeja@ghd.com

Filing: Correspondence File



**Microscopical Determination of Parameters of  
The Air-Void System in Hardened Concrete  
(LS 432)**

Client:	<u>IRC Building Sciences Group</u>	Test Code:	<u>CST-22-150</u>
Project/Site:	<u>Thames Pool Slab, London, ON</u>	Project no.:	<u>11221062-08</u>
Operator:	<u>Joe Sullivan</u>	Date Placed:	<u>n/a</u>
Stone Size:	<u>19.0mm</u>	Date Sampled:	<u>n/a</u>
Station No.:	<u>Sample 1</u>	Date Received:	<u>4-Nov-22</u>
Location:	<u>n/a</u>	Lot No.:	<u>n/a</u>
MTO No.:	<u>n/a</u>	Sec. Seal No.:	<u>n/a</u>

**Air Void System Parameters**

Dimensions of Tested Sample	92x125	mm
Total Area Tested	11500	mm <sup>2</sup>
Total Number of Stops	1394	
Total Traverse Length (T <sub>t</sub> )	3206	mm
Air Content (A)	7.5	%
Void Frequency (n)	0.295	mm <sup>-1</sup>
Paste Content (p)	21.6	%
Paste / Air Ratio (p/A)	2.89	
Average Chord Length (L)	0.253	mm <sup>-1</sup>
Specific Surface (a)	15.8	mm <sup>-1</sup>
Spacing Factor (L')	0.183	mm

Additional laboratory reporting information available upon request.

Remarks: \_\_\_\_\_

Performed by:	<u>Joe Sullivan</u>	Date:	<u>November 8, 2022</u>
Verified by:	<u>Matt Rawlings</u>	Date:	<u>November 8, 2022</u>
Laboratory Location:	<u>GHD Limited - 347 Pido Road, Unit 29, Peterborough, ON</u>		



# GEOTECHNICAL INVESTIGATION REPORT

Thames Pool  
Thames Park  
25 Ridout Street  
London, Ontario

February 6, 2023

**Terrapex Environmental Ltd.**  
90 Scarsdale Road  
Toronto, Ontario, M3B 2R7  
Telephone: (416) 245-0011  
Email: [toronto@terrapex.com](mailto:toronto@terrapex.com)  
Website: [www.terrapex.com](http://www.terrapex.com)

## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b> .....	<b>1</b>
<b>2.0</b>	<b>FIELDWORK</b> .....	<b>1</b>
<b>3.0</b>	<b>LABORATORY TESTS</b> .....	<b>2</b>
<b>4.0</b>	<b>SITE AND SUBSURFACE CONDITONS</b> .....	<b>2</b>
4.1.	SITE DESCRIPTION .....	2
4.2.	SUBSURFACE CONDITIONS.....	3
4.3.	GROUNDWATER .....	4
<b>5.0</b>	<b>DISCUSSION AND RECOMMENDATIONS</b> .....	<b>4</b>
5.1.	SLAB-ON-GRADE POOL FLOOR MOVEMENT .....	4
5.2.	SLAB-ON-GRADE POOL FLOOR BASE MATERIAL .....	6
<b>6.0</b>	<b>LIMITATIONS OF REPORT</b> .....	<b>7</b>

## APPENDICES

Appendix A	Limitations of Report
Appendix B	Borehole Location Plan
Appendix C	Borehole Log Sheets



## 1.0 INTRODUCTION

**Terrapex Environmental Ltd. (Terrapex)** has been retained by DEI & Associates Inc. on behalf of the The Corporation of the City of London to undertake a geotechnical investigation with respect to possible ground/structure movements at the existing outdoor pool at the Thames Park property at 15 Ridout Street, London, Ontario.

The purpose of the investigation was to conduct a visual assessment of the pool structure, carry out a drilling program to include concrete and subsurface soil sampling and testing, and report on the potential causes of the ground/structure movements and make recommendations of remedial measures.

This report presents the results of the investigation performed in accordance with the general terms of reference outlined above and is intended for the guidance of the owner and the design architects or engineers only.

## 2.0 FIELDWORK

Previous to this investigation, the City of London had a contractor perform ground penetrating radar imaging of the pool tank slab-on-grade floor to investigate immediately below the floor and identify 13 potential corehole locations; the contractor then cored 8 of those locations. The fieldwork for this investigation was carried out on September 28, 2022, and consisted of coring at an additional 5 locations as well as advancing one sampled borehole and three dynamic cone penetration tests (DCPTs) to depths ranging from 1.5 m to 2.4 m below grade, in order to assess the concrete, granular base materials and subgrade soils related to the pool tank floor. The locations of the coreholes, borehole and DCPTs were distributed across the pool tank floor to be representative of the conditions present and are shown on the Borehole Location Plan attached in Appendix B.

Public locates were arranged through Ontario One Call for the site.

The fieldwork for this project was carried out under the supervision of a senior geotechnical engineer from Terrapex using a Dando Terrier drill rig owned by Terrapex. The borehole was logged in the field and the extracted soil samples were transported to our laboratory for detailed examination and testing.

Standard penetration tests (SPT) were carried out in the course of advancing the borehole to take representative soil samples and to measure penetration index values (N-values) to characterize the condition of the various soil materials. The number of blows of the striking hammer required to drive the split spoon sampler through 300 mm depth increments was recorded and these are presented on the borehole log in Appendix C as penetration index values.

The DCPTs were advanced by our Dando Terrier drill rig in accordance with the DIN EN ISO 22476-2 DPH2 standard. The number of blows of the striking hammer required to drive the cone through 300 mm depth increments was recorded and these are presented on the DCPT borehole logs in Appendix C as penetration index values.

Groundwater level observations were made in the borehole during advancement of the borehole and following the completion of its advancement.

### 3.0 LABORATORY TESTS

The soil samples recovered from the split spoon sampler were properly sealed, labelled and brought to our laboratory. They were visually classified and the results of the classification are presented on the borehole log sheet in Appendix C. Moisture content tests were carried out on all samples and the results are plotted on the borehole log sheet in Appendix C.

The concrete cores from five of the corehole locations were trimmed, capped and loaded to failure to determine the compressive strength of the individual concrete specimens. The test results are presented in Table 1 below.

Table 1

Corehole #	Diameter (mm)	Length (mm)	Density (kg/m <sup>3</sup> )	Compressive Strength (MPa)
3	146	182	2303	51.0
6	94	186	2310	56.7
9	146	200	2296	50.9
11	146	183	2289	46.7
13	146	200	2321	49.4

### 4.0 SITE AND SUBSURFACE CONDITONS

Full details of the subsurface and groundwater conditions at the site are given on the Borehole Log Sheets attached in Appendix C of this report.

The following paragraphs present a description of the site and a commentary on the engineering properties of the various soil materials contacted in the boreholes.

#### 4.1. Site Description

The site is the outdoor pool complex with the municipal address of 25 Ridout Street, London, Ontario that is located in Thames Park (15 Ridout Street, London). The pool complex consists of an 8 lane 50 metre pool with an attached beach area with spray features and water slide. The

water structures have been constructed with Portland cement concrete and the surrounding decks and interconnecting areas are predominately Portland cement concrete. The pool is 50 m long east to west and 20.5 m wide north to south with a surface area of about 1025 m<sup>2</sup>. There is an approximately 56 m long north to south by 9 m wide east to west building adjacent to the east side of the pool and beach area containing change rooms, mechanical rooms, etc.

Approximately 70 m north of the pool complex is the South Thames River. The pool complex is constructed within the river's floodplain. To the east of the pool complex is a parking lot, tennis courts and a playground area. To the north there is grassed and forested areas with a paved trail that parallels the river. To the west and the south are grassed areas with some playing fields.

#### 4.2. Subsurface Conditions

Eight coreholes were previously advanced through the slab-on-grade pool floor by others and Terrapex advanced an additional five coreholes. The thickness of the concrete at the locations of the coreholes is tabulated in Table 2.

Table 2

Corehole #	Thickness of concrete (mm)	Remarks
1	196	25 mm void below slab
2	135	Cored by others
3	190	Cored by others
4	190	10 mm void below slab
5	185	Cored by others
6	205	8 mm void below slab
7	190	Cored by others
8	190	16 mm void below slab
9	210	Cored by others
10	196	Cored by others
11	190	Cored by others
12	195	5 mm void below slab
13	205	Cored by others

The thicknesses of the concrete measured at the coreholes ranged from 135 mm to 210 mm, though generally the concrete thicknesses were between 190 mm and 205 mm. The 135 mm thickness at Corehole 2 was significantly less than the slab thickness at all the other corehole locations. The average thickness, excluding Corehole 2, was 195 mm.

One sampled borehole and three DCPTs were advanced through coreholes in the pool slab-on-grade floor. At the sampled borehole the base material below the slab-on-grade pool floor was a 1.2 m thick fill layer of gravelly sand with trace silt and clay. Underlying the gravelly sand, the borehole encountered a silty sand with trace to some gravel fill material that extended to the depth of borehole termination at 1.8m. The SPT N values and DCPT N values recorded in the below slab fill materials ranged from 14 to 69 blows per 300 mm of penetration, indicating compact to very dense conditions.

Moisture content tests on collected samples had results that ranged from 3 to 5%.

### **4.3. Groundwater**

Groundwater level and cave-in of the unlined side walls of the borehole/DCPTs were measured during the course of the drilling and upon completion of advancement of the borehole/DCPTs. All borehole/DCPTs remained dry and open following completion of drilling.

## **5 DISCUSSION AND RECOMMENDATIONS**

The existing pool tank, beach area and slide were constructed c.2010. Until 2009 a north-south oriented eight lane 50 m pool occupied the area immediately west of the building containing the changes rooms, mechanical rooms, etc. In 2007 a geotechnical investigation (Trow Associates Inc., 2007-06-01, Project LNGE00009135A) was carried out with respect to the proposed construction of the now existing pool structures.

The following discussions and recommendations are based on the factual data obtained from the coreholes, borehole and DCPTs advanced at the site by **Terrapex** and are intended for use by the client and design architects and engineers only.

Contractors bidding on or conducting work associated with the pool complex should make their own interpretation of the factual data and/or carry out their own investigations.

The existing slab-on-grade pool floor has experienced cracking and a loss of base support. The cracking has developed from external forces applied to the slab resulting in differential movements of the slab. Some components of the pool piping system have been displaced upward and are currently up to 100 mm above the floor of the pool indicating that differential movement of the slab has likely occurred. The loss of base support may be the result of the slab movement, failures in the piping system below the slab, or a combination of both.

### **5.1. Slab-on-grade Pool Floor Movement**

The two most probable mechanisms that could result in the differential movement of the slab-on-

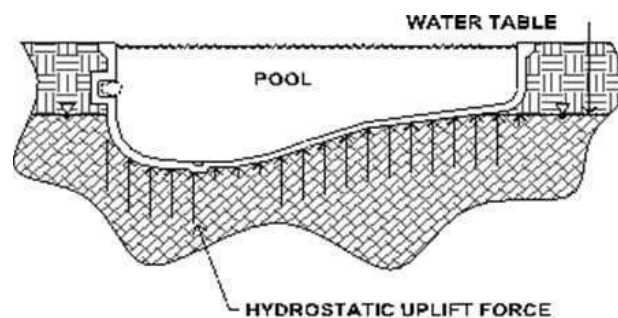
grade pool floor are frost penetration below the slab and hydrostatic uplift.

Both of these mechanisms are related to the groundwater conditions at the site. The Trow 2007 geotechnical report indicated that at the time of investigation (May 28, 2007) their observations indicated a groundwater level about 2 m below the existing ground surface. The report also cautions that higher groundwater levels would occur in wet seasons and when the South Thames River level was high.

Frost penetration into soils results in the freezing of groundwater contained in the soil pores. When water freezes it expands in volume by approximately 9%. The expansion of frozen groundwater in a base material or soil supporting a structure can cause upward forces on the structure that result in movement. If the movement is uniform across the structure, then the entire structure is displaced equally. If there is differential movement, the structure experiences stresses that may result in cracking, shearing or other failure of the structure.

Frost penetration is prevented by providing sufficient insulating material between the exterior ground surface and the base material or supporting soil. Typically, 1.2 m of soil cover or equivalent insulation is specified for the London area. The slab-on-grade would rely on the water in the pool to insulate against frost penetration. In the event that the pool is partially or fully drained during the winter, then frost would be expected to penetrate into the base material and supporting soil. The generally dense condition of the base material and supporting soil implies that void space available in these materials would be at a minimum and therefore the amount of water available for freezing would be minimal. While some movement from frost penetration is possible, it would not account for the magnitude of displacement indicated by the raised piping system components.

Hydrostatic uplift occurs when the groundwater level rises above the base of a structure and applies an upward pressure to the structure. If the uplift pressure exceeds the downward pressure (typically the weight) of the structure, or a section of the structure, then upward movement can occur. Again, if the movement is uniform, the entire structure will be displaced upward equally. If there is differential movement, cracking, shearing or other failure of the structure may occur. Any movement of the pool floor will also result in the movement and probable damage of the piping system that penetrates through the pool floor.



The downward pressures on the slab-on-grade pool floor can be simplified to two conditions. At the edges of the slab, the pool tank walls and surrounding soil exert a downward pressure on the slab. Most of the slab however only experiences a downwards pressure from the water contained in the pool. These exerted downward pressures, combined with the weight of the slab are what resist any upward pressures applied to the slab. If the groundwater level rises significantly above the level of water in the pool, the pool slab will lift. As the downward pressure on the slab is greater at the edges of the pool, this differential would result in differential movements of the slab. The degree of upward movement observed in the raised piping system components in the pool slab would support hydrostatic uplift as the likely cause of the recent slab movement.

Sub-slab drainage is often used to prevent hydrostatic uplift and could be used to generally prevent the groundwater level from exceeding the water level in the pool. It must be noted that sub-slab drainage would not prove effective when the South Thames River overtops its banks and inundates the floodplain to levels above the sub-slab drainage system. During such a flood event the water in the pool would have to be maintained at a level equal to or greater than the level of the floodwater.

Hydrostatic relief valves installed in the pool floor slab can assist in preventing hydrostatic uplift, but the capacity of the valves has to be such that the rise of the water level in the pool can match the rise of the groundwater level outside the pool.

## **5.2. Slab-on-grade Pool Floor Base Material**

At the coreholes advanced by others, examination of the cores and coreholes indicated that voids appeared to be present below the slab-on-grade pool floor. As the coreholes had been advanced some time before Terrapex's investigation and we had not witnessed the coring procedure, we could not assign quantitative values to the depth of the void spaces. At the five coreholes advanced by Terrapex the void space ranged from 5 mm to 25 mm.

At several of the inflow pipes located in the pool floor, there are deposits of predominantly sand material lying on the pool floor. The sand would have been sucked into the piping system at points where the piping has become disconnected or broken. It is hypothesized that the lifted vertical sections of pipe may have become disconnected from the horizontal feeder pipe system. While the water leakage through the broken piping system is undoubtedly creating some localized voids below the pool structure, this does not readily explain the widespread existence of the areal void just below the slab. A more probable explanation for the areal void would be that surface disturbance (e.g. soil boiling) of the supporting base material occurred during an episode of hydrostatic uplifting. The disturbance may have created some localized high points that the slab is now resting on resulting in the void space below the remainder of the slab.

While the floor base material appears to have been well compacted at the time of its placement, it is no longer providing full support to the underside of the pool floor slab. The floor slab is having to bridge across the void(s) and this will create stresses in the slab that should not be present.

The stresses could result in cracking of the slab.

The voids could be filled by injection grouting to re-establish full support, but in the event the existing slab is removed to repair the pool piping system, the new slab-on-grade pool floor would be poured on remediated base material compacted to 100% of its Standard Proctor maximum dry density (SPMDD).

## 6 LIMITATIONS OF REPORT

The Limitations of Report, as quoted in Appendix 'A', are an integral part of this report.

Yours respectfully,

**Terrapex Environmental Ltd.**



Jayne Zaatar, P.Eng.  
Project Engineer



Walter Korynkiewicz, P.Eng.  
Manager, Materials Testing & Inspection



## APPENDICES



## APPENDIX A

### LIMITATIONS OF REPORT

## LIMITATIONS OF REPORT

This report has been completed in accordance with the terms of reference for this project as agreed upon by DEI & Associates Inc. (the Client) and Terrapex Environmental Ltd. (Terrapex) and generally accepted engineering consulting practices in this area.

The conclusion and recommendations in this report are based on information determined at the inspection locations. Soil and groundwater conditions between and beyond the test holes may differ from those encountered at the test hole locations, and conditions may become apparent during construction which could not be detected or anticipated at the time of the soil investigation. If new or different information is identified, Terrapex should be requested to re-evaluate its conclusions and recommendations and amend the report as appropriate.

The design recommendations given in this report are applicable only to the project described in the text, and then only if constructed substantially in accordance with details of alignment and elevations stated in the report. Since all details of the design may not be known to us, in our analysis certain assumptions had to be made as set out in this report. The actual conditions may, however, vary from those assumed, in which case changes and modifications may be required to our recommendations.

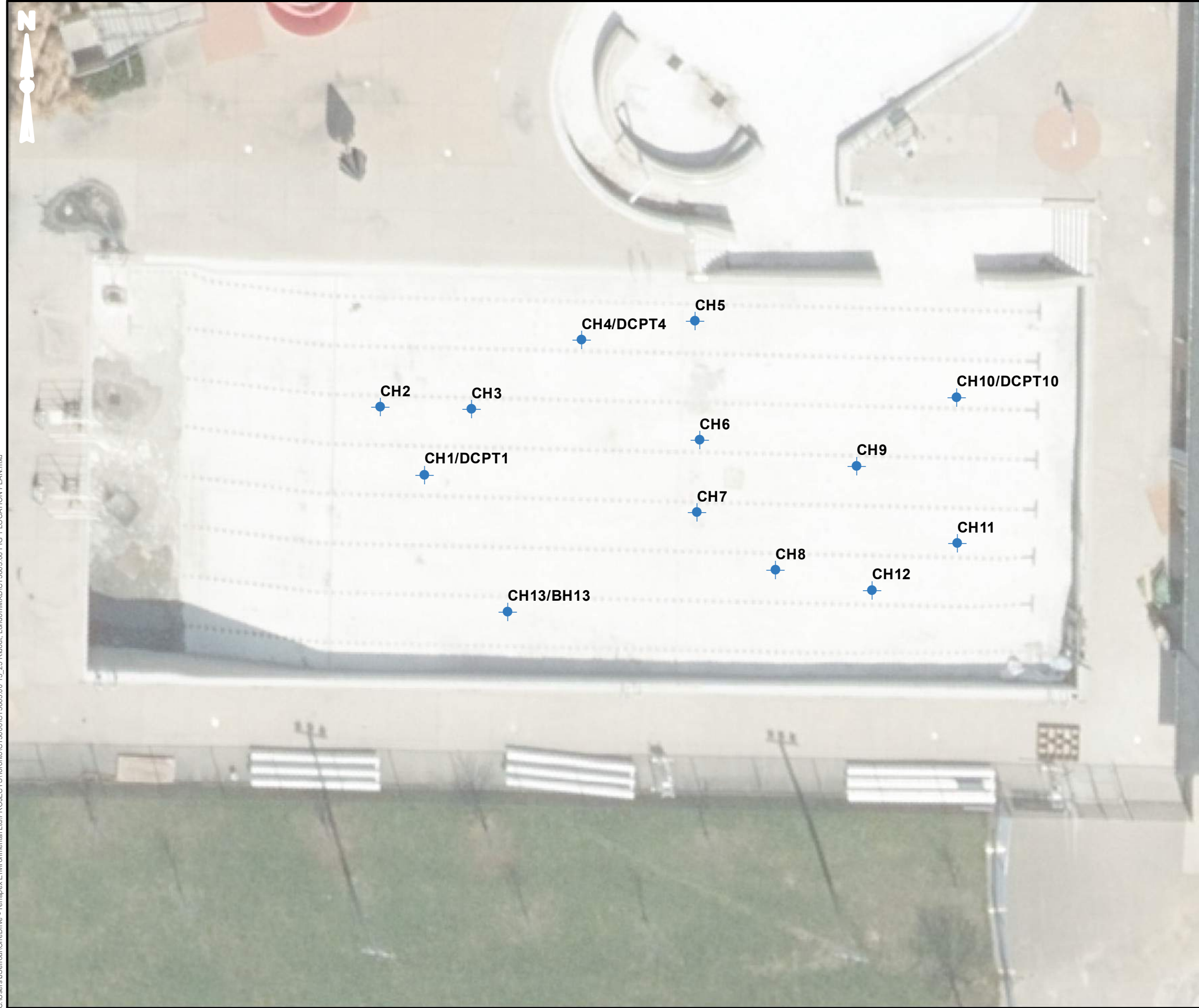
This report was prepared for the sole use of DEI & Associates Inc. and the Corporation of the City of London. Terrapex accepts no liability for claims arising from the use of this report, or from actions taken or decisions made as a result of this report, by parties other than DEI & Associates Inc. and the Corporation of the City of London. The material herein reflects Terrapex's judgement in light of the information available to it at the time of preparation. We recommend, therefore, that we be retained during the final design stage to review the design drawings and to verify that they are consistent with our recommendations or the assumptions made in our analysis. We also recommend that we be retained during construction to confirm that the subsurface conditions throughout the site do not deviate materially from those encountered in the test holes. In cases where these recommendations are not followed, Terrapex's responsibility is limited to accurately interpreting the conditions encountered at the test holes, only.

The comments given in this report on potential construction problems and possible methods are intended for the guidance of the design engineer, only. The number of inspection locations may not be sufficient to determine all the factors that may affect construction methods and costs. Contractors bidding on this project or undertaking the construction should, therefore, make their own interpretation of the factual information presented and draw their own conclusions as to how the subsurface conditions may affect their work.

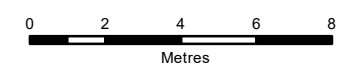
## APPENDIX B

### BOREHOLE LOCATION PLAN

C:\Users\JSerrouil\OneDrive - Terrapex Environmental Ltd\PROJECTS\Toronto\CT3663.00\_15\_25 Ridout, London\MXD\CT3663.00 FIG 1 LOCATION PLAN.mxd



**LEGEND**  
● SAMPLE LOCATIONS (TERRAPEX, 2022)



DATA SOURCE: FIRST BASE SOLUTIONS  
MAP PROJECTION: NAD 1983 UTM ZONE 17N

CLIENT:  
**DEI & ASSOCIATES INC**

SITE LOCATION:  
**15/25 RIDOUT STREET  
LONDON, ONTARIO**



TITLE:  
**COREHOLE, BOREHOLE AND DCPT LOCATION PLAN**

DRAWN BY: JS	PROJECT NO.: CT3663.00	CHECKED BY: WK
REVISION: 00	DATE: DECEMBER 2022	FIGURE: <b>1</b>

## APPENDIX C

### BOREHOLE LOG SHEETS

CLIENT: DEI & Associates Inc.				PROJECT NO.: CT3663.00				<b>RECORD OF: BH1</b>											
ADDRESS: 15 Rideout Street South, London																			
CITY/PROVINCE: London Ontario				NORTHING (m): -		EASTING (m): -		ELEV. (m) -											
CONTRACTOR: Testing				METHOD: Dynamic Cone Penetration Testing															
BOREHOLE DIAMETER (cm): 5		WELL DIAMETER (cm): -		SCREEN SLOT #: -		SAND TYPE: -		SEALANT TYPE: -											
SAMPLE TYPE		<input type="checkbox"/> AUGER		<input checked="" type="checkbox"/> DRIVEN		<input checked="" type="checkbox"/> CORING		<input type="checkbox"/> DYNAMIC CONE		<input type="checkbox"/> SHELBY		<input type="checkbox"/> SPLIT SPOON							
GWL (m)	SOIL SYMBOL	SOIL DESCRIPTION	DEPTH (m)	ELEVATION (m)	SHEAR STRENGTH (kPa)				WATER CONTENT (%)				SAMPLE NO.	SAMPLE TYPE	RECOVERY (%)	SV/TOV (ppm or %LEL)	LABORATORY TESTING	WELL INSTALLATION	REMARKS
					N-VALUE (Blows/300mm)				PL W.C. LL										
		196mm Concrete	0 0.5 1 1.5 2		40 80 120 160														
		END OF BOREHOLE			22 30 39														



LOGGED BY: JZ


DRILLING DATE: 28-SEP-22


INPUT BY: JZ

MONITORING DATE:


REVIEWED BY: -

PAGE 1 OF 1

CLIENT: DEI & Associates Inc.				PROJECT NO.: CT3663.00				<b>RECORD OF: BH4</b>											
ADDRESS: 15 Rideout Street South, London																			
CITY/PROVINCE: London Ontario				NORTHING (m): -		EASTING (m): -		ELEV. (m) -											
CONTRACTOR: Testing				METHOD: Dynamic Cone Penetration Testing															
BOREHOLE DIAMETER (cm): 5		WELL DIAMETER (cm): -		SCREEN SLOT #: -		SAND TYPE: -		SEALANT TYPE: -											
SAMPLE TYPE		<input type="checkbox"/> AUGER		<input checked="" type="checkbox"/> DRIVEN		<input checked="" type="checkbox"/> CORING		<input type="checkbox"/> DYNAMIC CONE		<input type="checkbox"/> SHELBY		<input type="checkbox"/> SPLIT SPOON							
GWL (m)	SOIL SYMBOL	SOIL DESCRIPTION	DEPTH (m)	ELEVATION (m)	SHEAR STRENGTH (kPa)				WATER CONTENT (%)				SAMPLE NO.	SAMPLE TYPE	RECOVERY (%)	SV/TOV (ppm or %LEL)	LABORATORY TESTING	WELL INSTALLATION	REMARKS
					N-VALUE (Blows/300mm)				PL W.C. LL										
		190mm Concrete	0																
			0.5																
			1																
			1.5																
		END OF BOREHOLE																	
										LOGGED BY: JZ				DRILLING DATE: 28-SEP-22					
										INPUT BY: JZ				MONITORING DATE:					
										REVIEWED BY: -				PAGE 1 OF 1					

CLIENT: DEI & Associates Inc.				PROJECT NO.: CT3663.00				<b>RECORD OF:</b>											
ADDRESS: 15 Rideout Street South, London								<b>BH10</b>											
CITY/PROVINCE: London Ontario				NORTHING (m): -				EASTING (m): -											
ELEV. (m) -																			
CONTRACTOR: Testing				METHOD: Dynamic Cone Penetration Testing															
BOREHOLE DIAMETER (cm): 5		WELL DIAMETER (cm): -		SCREEN SLOT #: -		SAND TYPE: -		SEALANT TYPE: -											
SAMPLE TYPE		<input type="checkbox"/> AUGER		<input checked="" type="checkbox"/> DRIVEN		<input checked="" type="checkbox"/> CORING		<input type="checkbox"/> DYNAMIC CONE		<input type="checkbox"/> SHELBY		<input type="checkbox"/> SPLIT SPOON							
GWL (m)	SOIL SYMBOL	SOIL DESCRIPTION	DEPTH (m)	ELEVATION (m)	SHEAR STRENGTH (kPa)				WATER CONTENT (%)				SAMPLE NO.	SAMPLE TYPE	RECOVERY (%)	SV/TOV (ppm or %LEL)	LABORATORY TESTING	WELL INSTALLATION	REMARKS
					N-VALUE (Blows/300mm)				PL W.C. LL										
		196mm Concrete	0																
			0.5			41													
			1			40													
			1.5			35													
		END OF BOREHOLE				40													
				LOGGED BY: JZ				DRILLING DATE: 28-SEP-22											
				INPUT BY: JZ				MONITORING DATE:											
				REVIEWED BY: -				PAGE 1 OF 1											



CLIENT: DEI & Associates Inc.				PROJECT NO.: CT3663.00				<b>RECORD OF:</b>											
ADDRESS: 15 Rideout Street South, London								<b>BH11</b>											
CITY/PROVINCE: London Ontario				NORTHING (m): -				EASTING (m): -											
ELEV. (m) -																			
CONTRACTOR: Testing				METHOD: Dynamic Cone Penetration Testing															
BOREHOLE DIAMETER (cm): 5		WELL DIAMETER (cm): -		SCREEN SLOT #: -		SAND TYPE: -		SEALANT TYPE: -											
SAMPLE TYPE		<input type="checkbox"/> AUGER		<input checked="" type="checkbox"/> DRIVEN		<input checked="" type="checkbox"/> CORING		<input type="checkbox"/> DYNAMIC CONE		<input type="checkbox"/> SHELBY		<input type="checkbox"/> SPLIT SPOON							
GWL (m)	SOIL SYMBOL	SOIL DESCRIPTION	DEPTH (m)	ELEVATION (m)	SHEAR STRENGTH (kPa)				WATER CONTENT (%)				SAMPLE NO.	SAMPLE TYPE	RECOVERY (%)	SV/TOV (ppm or %LEL)	LABORATORY TESTING	WELL INSTALLATION	REMARKS
					N-VALUE (Blows/300mm)				PL W.C. LL										
		19mm Concrete	0																
		gravelly sand trace silt and clay (FILL)	0.5		41							1		27					
			1		56							2A		55					
		moist, brown, silty sand, trace to some gravel (FILL)	1.5		42							2B		55					
		END OF BOREHOLE			30														
				LOGGED BY: JZ				DRILLING DATE: 28-SEP-22											
				INPUT BY: JZ				MONITORING DATE:											
				REVIEWED BY: -				PAGE 1 OF 1											



# Aquatic Facilities Review

Report II – Comprehensive Review

Existing review for City of London



Thames Pool  
15 Ridout Street S.  
London, ON  
N6C 3W6

June 2023  
DEI Project No. 22297

Prepared by:



**AQUATIC DESIGN & ENGINEERING**  
Pool, Waterpark, & Natatorium Systems Design  
A division of DEI & Associates Inc.

55 Northland Rd, Waterloo, ON N2V 1Y8  
T: (519) 725-3555 F: (519) 725-2515  
E: [dei@deiassociates.ca](mailto:dei@deiassociates.ca) W: [deiassociates.ca](http://deiassociates.ca)

**TABLE OF CONTENTS**

Terms of Reference ..... 3

Facility Overview and Observations..... 3

Requirements of Report II - Comprehensive Review report..... 5

Current Conditions..... 5

Pool Piping ..... 11

Constructing Pools in Flood Plains ..... 13

Repair Options ..... 15

Timelines ..... 15

Detailed Scope ..... 16

Costing..... 18

Risks & Constraints / Mitigation ..... 19

Conclusions ..... 20

Recommendations ..... 21



## Terms of Reference

In April 2023, Aquatic Design and Engineering, a Division of DEI Consulting Engineers was retained by the City of London to review ongoing concerns with Thames Pool located at 15 Ridout St. South. A prior review of the same facility was conducted by Aquatic Design and Engineering in September 2022. This report is considered Report II – Comprehensive Review of the project and should be read in conjunction with Report I – Preliminary Review.

This Report II - Comprehensive Review shall provide a high-level overview to supplement the original findings and to be used as a comparison from 2022, to 2023, based on a visual inspection of the general condition of the existing pool tank. Observations noted in this report are based on the visual inspection, pre-existing conditions, existing plans, and conversation with staff from the City of London.

The purpose of this report is to:

- Provide a high-level review of the current conditions, as noted above.
- Outline two (2) repair and mitigation options for the City of London's consideration.
- Detail construction requirements and costing estimates, and,
- Recommend a repair option.

At the time of the site meeting and facility inspection, the system was not operational, and the pool tank was partly empty. The tank had been winterized for the season with water to act as ballast within the pool itself. However due to previous tank structure and piping damage, minimum water remains within the tank.

## Facility Overview and Observations

Our consulting team, including aquatic designers, building science engineers and geotechnical engineers completed three site visits during September 2022 (Phase 1). We reviewed the original design plans for the 2010 rebuild and compared them to the actual on-site installations and the current condition of the pool tank. Additionally, a geotechnical investigation and subsurface soil testing (Terrapex) and concrete compressive strength testing (IRC) were conducted. Those independent reports are appended to Report I – Preliminary Review. Aquatics Design and Engineering's report shall be read in conjunction with Terrapex and IRC's reports as a full encompassing Report I – Preliminary Review.

The original plans for the 2010 reconstruction, designed by Shore Tilbe Irwin & Partners (Perkins & Will), dated 2007, were provided for review. This information has been compared to progress photos taken during the construction phase and a visual review of the as-built structure. Discussions with pool operational staff, a review of maintenance and utility records and a comprehensive visual inspection of existing conditions provided background information.

The focus of the Report I – Preliminary Review was to investigate the potential causes of the pool tank cracking and of the protruding floor returns within the 50m - 8 lane area of the pool and provide high-level options to repair these concerns. Some additional cracking and abnormalities were also identified in the shallow / beach entry of the pool.

A water usage report was provided, showing historical water usage from 2015 – 2021 from May through to September. In 2018, nearing the end of the season a significant spike in water usage was recorded after a flat (average) water usage season which aligned with the previous years. This spike could also correlate to the February 2018 flooding event damaging a return line or breaking a floor return fitting causing water to leak out of the pool basin. This change in water usage appears to be the beginning of the increased water consumption based on the records provided.

The following year, 2019, an increased water usage is noted over previous years. In 2019, the water usage is approximately 2.5 times the average usage from 2015 – 2017. A repair to the return line and return fittings was completed in the fall of 2019 to address the water loss.



In 2020 and 2021 the water usage compared to 2015 – 2017 is approximately 4 times the average. A portion of the increased usage could be a result of filling and emptying the pool during this period. Mechanical room flooding clean-up, and failures in the return lines may also account for some of the increased water usage.

Further, it was communicated that a renovation of the pool coping, and gutter was performed prior to winterization of the pool in 2021. Possible water use explanation is from construction work and personnel on site.

The work / renovation on pool coping and gutter continued into late fall and early winter resulting in less than an ideal condition for the pool tank to be properly prepared for the winter cycle. To provide a safe working environment, the pool must be drained. The additional ballast or weight of a partially filled pool can counteract hydro-static lift pressure. Due to its proximity to the Thames River and the potential for high ground water levels to be present around the pool basin, hydrostatic uplift is a year-round risk.

During the initial site meeting in September 2022 to discuss the project, the pool was empty to allow for visual inspection. The hydrostatic relief valve in one of the main drains was open to permit the release of ground water and pressure on the tank. A submersible pump was used to discharge the incoming water as quickly as it was entering the pool tank. See Figure 1.

It was also noted during the site meeting at project kick-off that the pool, if left on its own drains down to the silt line as shown on Figure 3a. This would indicate that the piping, either from the pool drains or return piping has a break at that level, approximately minus 8 feet (-2500) below pool deck.



Report I - Ground water in main drain, with pump, June 2022

For further information and details please refer to Report I – Preliminary Review report dated February 2023.



## Requirements of Report II - Comprehensive Review report

In April 2023, Aquatics Design and Engineering was engaged to complete a Report II - Comprehensive Review report on the condition of Thames Pool; to further detail repair options and costing; and recommend an approach. A site visit was conducted on April 6, 2023.

The intention would be to make the pool operable again and incorporate additional design and operational items that may mitigate potential damage due to high ground water levels and hydrostatic pressure.

The damage resulted from the pool being moved in the soil. This is demonstrated by the following:

1. Concrete cracks in the pool floor
2. Broken / shifted pipes below the bottom of the pool (can not get photos of these buried piped until pool floor is removed, and piping excavated)
3. Floor returns being pushed above the slab level.

The report will present baseline repair and mitigation efforts but does not consider a full re-design that may avoid the current situation from re-occurring. Challenging site conditions at Thames Pool include the proximity to the Thames River and high groundwater levels, which present flooding and hydrostatic pressure risks.

## Current Conditions

Aquatic Design & Engineering have reviewed the existing conditions and compared photos from 2022 to 2023 conditions noting the cracking and movement of the pool tank and loss of water as described by the City of London team. The following photo comparisons of equal viewpoints from Fall 2022 to Spring 2023 indicate increasing fracture of the pool tank and widening of the existing cracks; additional sand debris deposits and evidence of flooding.

The increased cracking can be attributed to water freezing and expanding within the crack itself. Ground water penetrating the slab from below can cause 'blistering' or 'spalling' of the concrete, as evident in Fig 2a and 2b. Although the 2022-2023 winter was fairly mild in comparison to recent winters, the continued cracking and spalling is evident. (Figures 4a & 4b and 5a & 5b)

Additional sand debris has accumulated within the pool tank at core sample openings, indicating ground water pressure under the pool tank. (Figures 1a & 1b)

Spring flood conditions occurred in Thames Park in late March 2023. A photo taken April 6, 2023, shows the debris line in Thames Pool consistent with the flood level. (Figure 3b) The water in the tank equalizes with the external hydrostatic pressure of the flood waters.





Figure 1a – Overview of lap pool (September 2022)

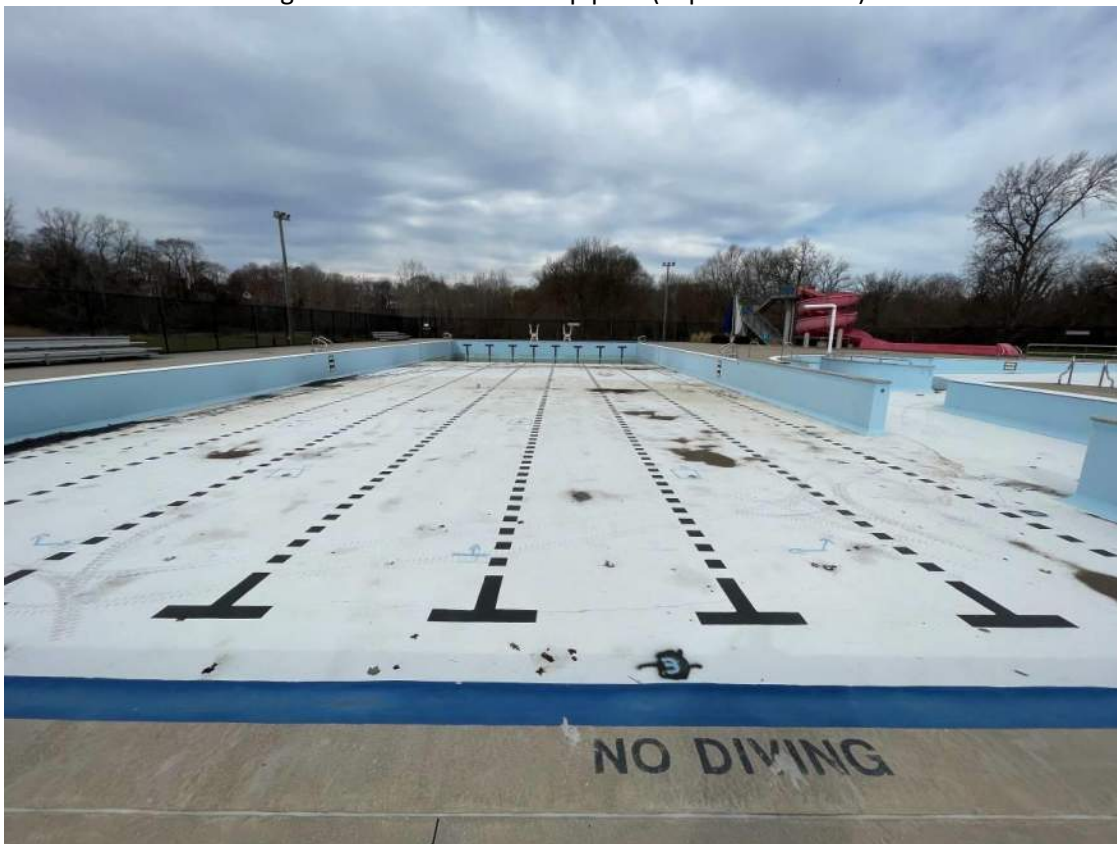


Figure 1b – Overview of lap pool (April 2023)

Additional sand has accumulated within the pool tank around the core sample openings indicating ground water under the pool forcing granular materials (backfill) from under the pool into the pool tank.







Figure 2a – Significant fracture in lane 1 at break point to deep area (June 2022)



Figure 2b – Significant fracture in lane 1 at break point to deep area (April 2023)

The cracking along lane 1 near the break point has increased and the crack now extends from the break point to the shallow end wall, indicating further stress placed on the tank due to ground water and freeze / thaw conditions.





Figure 3a – Debris marking water lost line, and pump extracting ground water (June 2022)



Figure 3b – Debris marking water flood line and lost water line (April 2023)

Ground water the week prior to site meeting was noted within the flood plain and lower field, approximately at the same level as the debris line on the pool wall.





Figure 4a – Fracture in lane 1 at break point to deep area (June 2022)



Figure 4b – Fracture in lane 1 at break point to deep area (April 2023)

Cracking along the lane 1 towards the deep end is increasing in length as well as the crack is opening. (becoming wider)





Figure 5a – Cracking at deep-end slope point (September 2022)



Figure 5b – Cracking at deep-end slope point (April 2023)

Cracking along the break point across the pool with the deep end on the right side of the photo is increasing in length as well as the crack is opening (becoming wider) in places.



## Pool Piping

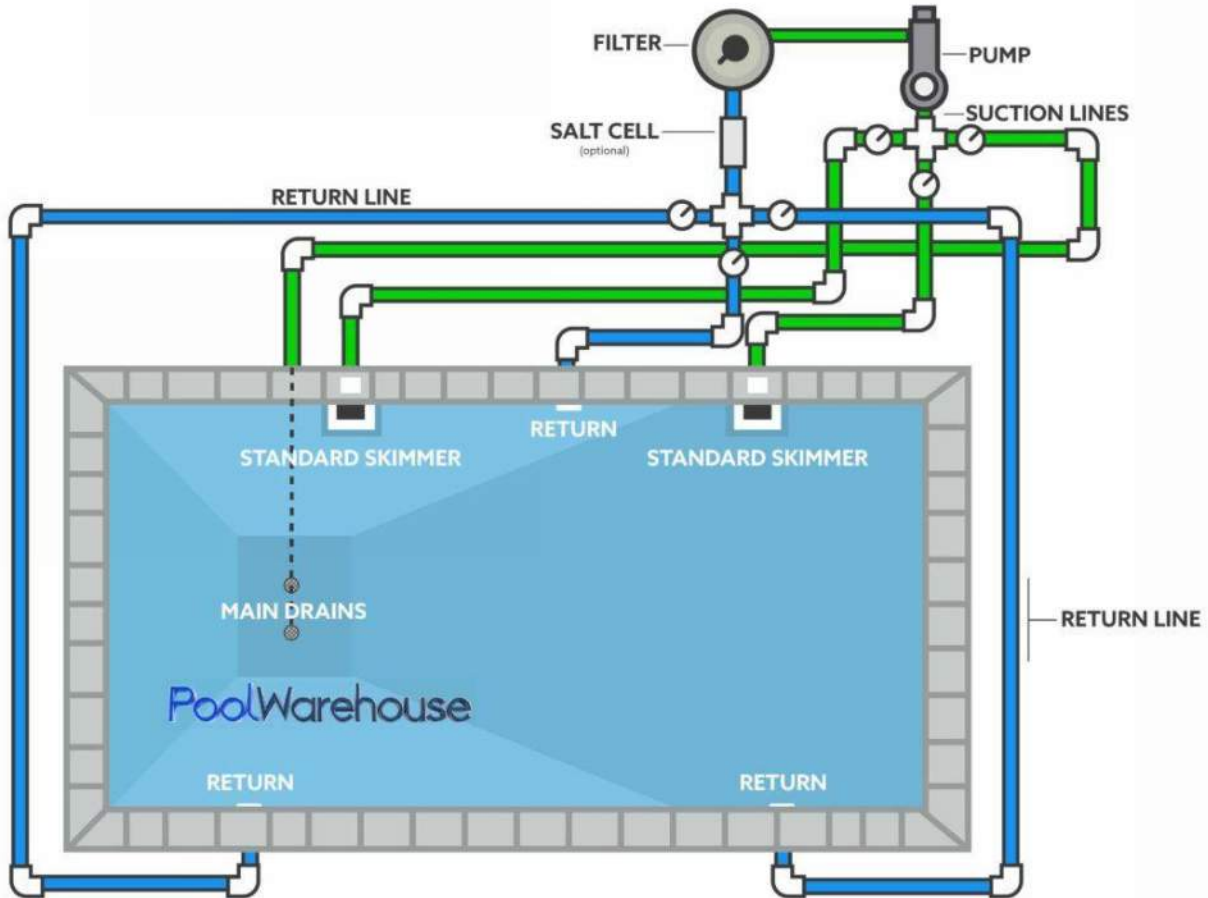


Figure 6 Basic pool piping diagram – example for illustration only

Pool water is kept clean by recirculating water and filtering the recirculating water. Pumps draw water from the pool, either from the drains or gutters / skimmers via suction pipelines (green). Once the water has been filtered and cleaned, it flows back into the pool via return pipelines (blue). In this example, return lines are wall mounted.

In Thames Pool specifically, both the suction (main drain lines) and the return (supply lines) piping system is below the pool floor. This means the piping is buried in the soil below and around the pool. The Report I – Preliminary Review discusses the breaks and movement in the pipes and how it has shifted. The below photo shows the return water fitting pushing through the concrete floor of the pool.





Figure 7, Report I – Preliminary Review – Floor return protruding from pool floor, June 2022

From this observation the concrete pool floor must be removed to correct the piping.

The suction (drains) are the large square units in the bottom of the deep end, these drains must remain in this location. The return pipes can be in the floor or in the side wall of the pool.

The current design using floor returns is both correct and incorrect depending on priority.

#### Floor Returns

The floor returns are preferred for a 50-meter competition pool. The reason is lane 1 and 8 would not be at a disadvantage due to the force of returning water jets on the side of the swimmer.

#### Sidewall Returns

Sidewall returns can be designed to be located higher on the pool wall to reduce damage from high groundwater levels. The sidewall returns are also 'preferred' for winterization of the piping for an outdoor pool. These pipes can then be arranged to a proper gravity drainage location and avoid the winter freezing conditions.

A compromise between these priorities would be to install wall returns at staggered heights that are controlled independently. During competitions, the higher height wall returns would be turned off to minimize the effect of the return flow on the swimmer, while still maintaining proper water flow for sanitization to and from the pool. Wilfrid Laurier University pool is an example of this staggered return piping design and is used for competitive events.



## Constructing Pools in Flood Plains

For a typical pool construction outside of a flood plain, the ground conditions are known and generally constant. The pool's concrete structural design considers the site conditions. The weight of the concrete and pool water provide downward force and the pool is stable in the ground. This total weight of pool tank and water within the tank overcomes the upward forces of any potential ground water.

A pool constructed in the flood plain, which has varying ground water level conditions, requires special consideration. These best practice items are:

1. Increasing thickness of the pool tank itself to overcome the potential hydrostatic lift (upward-pressure) the ground water will exert on the pool tank.
2. Hydrostatic pressure mitigation would include relief valves to allow rising ground water to flow into the pool tank.
3. Gravity drains in winter to storm sewer or river after pool is dechlorinated.
  - a. Pool drains are left open to permit any water entering the tank from the relief valves to drain naturally as ground water subsides.
4. Some method of under pool dewater system with or without pumps.
5. Not very deep, example 4' (1200) to reduce the uplift pressure.

This pool does not meet any of these requirements. To date we have only included for items #2 and #4 above in the pricing, with a passive under pool dewatering system which excludes pumps.

When a pump is added to the dewatering system, it requires electrical power. If there is a power fluctuation or outage during a flood or high-water level event, damage may result. The damage may not occur when the river rises, as the pool is also being filled with river water and equalizing hydrostatic pressure. But the receding river water can recreate the uplift condition. This event requires operations to close a drain valve and keep the pool full of water, until ground water saturation also recedes. Consequently, with pumps being installed, then a dewatering permit must be applied for and granted as it is predicted to exceed the 50,000L per day (9 gallons per minute) acceptable water discharge permitted during peak water events.

A similar condition with passive drainage of ground water to a river has been implemented in the City of Kitchener at the Kiwanis Outdoor pool. The pool resided on the banks of the Grand River and through Big-O drainage pipe along with the pool drains connected to a manhole with backwater valves permit free drainage of ground water that may occur around the pool. Although the pool basin is only 4'-6" (1400mm) deep at its deepest point the proximity to the river and within a flood plain is comparable to City of London, Thames Pool.





Figure 8 Kiwanis Park, Kitchener manhole drainage system.

Some of the above items are beyond the simple repair and we recommend they be given consideration. Further mitigation items could also be explored, such as reduction of the pool depth. The reduction of the depth of the pool would provide less instruction into the water table and in turn reduce the upward pressure exerted on the pool tank.





## Repair Options

Option 1 outlines the basic repairs needed to return the pool back to its pre-damaged condition. Some mitigation is also provided by the means of 'Big-O' passive drainage pipe to a site well. This would provide visual reference to ground water trapped around the pool tank and at what level below the pool deck the ground water resides.

Option 2 also provides the basic repairs need to return to the pool back to its pre-damaged condition. This option also provides 'Big-O' drainage pipe to a site well, however, also moves the floor return jets to the walls of the pool. This would provide easier winterization and reduce some risk of pipe movement due to ground water levels.

Within the appendix of this report, drawings ASK-1 and ASK-2 illustrate the two repair options and ASK-3 and ASK-4 provide details.

## Timelines

Realistically, the repairs to Thames Pool could not be undertaken before the 2024 construction season and would be expected to take six to eight months.

Due to the location of the Thames Pool within the flood plain, further site investigations, surveys and analysis would be necessary. Consultation with the Upper Thames River Conservation Authority (UTRCA) and a permit to work in a flood plain must be issued.

The design, engineering and construction of aquatics facilities is a specialized industry. Most consultants and contractors have been completely booked for the 2023 season, with many already booking into 2024 and beyond as well.

Planning for 2024 permits sufficient time for further site investigations, engineered plans and detailed designs. It also allows for community engagement to be completed.

Depending on procurement measures some time saving methods can be applied, such as design build or collaborative partnerships between owner, consultants, and installer.



## Detailed Scope

### Option 1 – Status quo repairs, refer to ASK-1

1. Cut and remove existing pool slab, approximately 8-12" thick.
  - a. Offset cut approximately 18-24" inward from existing pool walls in 50m lap area and dispose.
2. Excavate approximately 5' below pool slab area and dispose of materials if unsuitable for reuse.
3. Remove all PVC pipe back to main / header, main is located in shallow end.
  - a. May require some pool deck removal near top of steps / outdoor shower area.
4. Place crushed stone as a base for new piping throughout entire area, ensuring a uniform and level base. (Approx 14" minimum)
5. Excavate / drill a site well, minimum 18" diameter and 18' deep.
  - a. Site well shall be placed in vegetation area near slide.
6. Weeping tile / Big 'O', Install minimum four (4) headers along 50m length. Connect to main header at deep end of pool. Big 'O' to be wrapped in landscape cloth to prevent soil and finds entering system.
  - a. Connect header to site well. Horizontal boring will be required.
7. Backfill pool area uniformly with crushed stone in preparations for new PVC return piping.
8. Place all new PVC piping and connect to main / header, provide risers to new floor return system.
9. Place four (4) new main drains with hydrostatic relief valves and connect to main drain header.
  - a. Include 8" drain sumps as additional hydrostatic relief ports.
10. Backfill pool area uniformly with crushed stone in preparations for new concrete pool slab.
11. Install minimum 10m bar, 8" on center each way, drill and dowel into existing slab to connect new rebar to existing.
12. Provide grounding rod and bond new bar to ground.
13. Place water stop at all joints, (swellseal/Emseal)
14. Provide block outs for all piping / floor return locations and place concrete, minimum C1 mix, 35 mpa, up to 7% air entrainment, 5-8" slump, no plasticizer. Slab thickness shall be min 12" with thickened edge, 18". Provide a construction joint with 6" PVC center build water stop at 25m length (@breakpoint/ slope)
15. Install all floor returns (72) flush with finished concrete.
16. New concrete shall slope to drains and match perimeter elevations throughout.
17. Hydroblast pool tank complete, including beach entry and walls to meet ICRC-CSP #3, any damage to pool lips/handhold shall be assessed and replaced at contractor's expense.
18. Route out all cracks and patch
  - a. Fill pool and preform a water tightness test if failure contractor shall drain and repair all necessary areas and repeat leak test until successful.
19. Parge enter pool and apply minimum two (2) coats Rumac pool paint with all associated contrasting lines.
  - a. Alternate finish WR Meadows – Cemkote-Flex ST



Option 2 – Minimal Repairs, refer to ASK-2

1. Cut and remove existing pool slab, approximately 8-12" thick.
  - a. Offset cut approximately 18-24" inward from existing pool walls in 50m lap area and dispose.
2. Excavate approximately 5' below area removed and dispose of materials if unsuitable for reuse.
3. Remove all PVC pipe back to main / header, main is located in shallow end.
  - a. May require some pool deck removal near top of steps / outdoor shower area.
4. Place crushed stone as a base for pool throughout entire area, ensuring a uniform and level base.
5. Place four (4) new main drains with hydrostatic relief valves and connect to main drain header.
  - a. Include 8" drain sumps as additional hydrostatic relief ports
6. Excavate / drill a site well, minimum 18" diameter and 18' deep.
  - a. Site well shall be placed in vegetation area near slide.
7. Weeping tile / Big 'O', Install minimum four (4) headers along 50m length. Connect to main header at deep end of pool. Big 'O' to be wrapped in landscape cloth to prevent soil and finds entering system.
  - a. Connect header to site well. Horizontal boring will be required.
8. Backfill pool area uniformly with crushed stone in preparations for new pool slab.
9. Removed guard chairs, handrails, diving boards etc, secure / store and reinstall c/w all necessary anchors/bases/ grounding etc.
10. Remove pool deck and excavate to approximately 4' depth, (excavation width shall comply with Ministry of Labour requirements) backfill with crushed stone to form a uniform base. Install Big 'O' pipe and connect to site well.
11. Core drill through pool walls for 72 new wall returns, Place new PVC piping header around pool. Pipe to be installed on a 0.5-1% slope to permit free drainage for winterization.
  - a. All piping shall be fastened to pool walls (pipe brackets) to prevent pipe movement/ sagging.
12. Backfill with crushed stone to top of pipe system and install minimum 2" of rigid SM insulation above / on top of pipe and extend out beyond pool wall minimum 3' and turn down. (Insulation should form an L on its side or install insulation as an upside-down U is better to protect the pipe).
13. Continue backfill with crushed stone to underside of existing pool deck.
14. Hydroblast pool tank complete, including beach entry and walls to meet ICRC-CSP #3, any damage to pool lips/handhold shall be assessed and replaced at contractor's expense.
15. Route out all cracks and patch
  - a. Fill pool and preform a water tightness test if failure contractor shall drain and repair all necessary areas and repeat leak test until successful.
16. Parge enter pool and apply minimum two (2) coats Rumac pool paint with all associated contrasting lines.
  - a. Alternate finish WR Meadows – Cemkote-Flex ST
17. Reconnect all deck drains and replace all deck drains (Zurn or Watts deck drains) to match existing.
18. Provide minimum 6x6 WWM for new concrete and tie into existing deck c/w grounding.
19. Slope pool deck to lower ground and / or deck drains. Provide a boom finish to match adjacent deck. Include all necessary anchor for guard chairs, handrails, diving boards, etc that are affect by deck removal.
20. Additional option for the site well to be connected to a French drain outside the fence area c/w backwater valves for passive ground water mitigation.

An option for either of the above is replacement of the site well with a manhole and backwater valves to allow for passive water removal from around the pool tank during low ground water events and to discharge to the river and / or lower ground.

As noted above with the City of Kitchener, Kiwanis Park a manhole can be used as a site monitoring as well as to permit passive draining or ground water from around the pool tank.



## Costing

Aquatics Design & Engineering engaged the services of a cost consultant for the Report II - Comprehensive Review report. This provides a more detailed cost estimate based on the scope of work; quantity calculations for materials and tasks; consultant fees; and current market pricing.

Report I – Preliminary Review provided a construction value estimate only based on previous projects completed in 2020 and 2021. This did not include design and engineering fees or a contingency allowance.

Construction costs have increased significantly over the past three to four years. This can be attributed to several factors including material and skilled labour shortages and lingering supply chain disruptions. Concrete has increased 15% in price from 2021 to 2022 and a further 8% in the first quarter of 2023. In recent weeks, concrete plants in the GTA have had rotating closures due to a lack of raw materials. The proposed Thames Pool repairs would require significant amounts of concrete.

### Option 1 (\$) – Status quo repair 2024

Removal of existing pool slab, excavate below return piping, new engineered fill	\$275,328
Replum floor return system, new weeping drain system	\$235,606
New pool slab and finishes	\$456,234
	<b>\$967,163.000</b>
Design fee, General conditions (25%)	\$241,791
Design Contingency (30%)	\$290,149
Escalation (Q3 2024) (10%)	\$96,716
<b>Sub-total</b>	<b>\$1,595,825.00</b>
Project Contingency (20%)	\$319,164
<b>Project Estimate</b>	<b>\$1,914,983.00</b>

### Option 2 (\$\$) – General repair and mitigation 2024

Removal of existing pool slab, excavate below return piping, new engineered fill	\$494,874
New wall return system, new weeping drain system	\$172,509
New pool slab and finishes	\$457,734
	<b>\$1,125,120.00</b>
Design fee, General conditions (25%)	\$281,280
Design Contingency (30%)	\$337,536
Escalation (Q3 2024) (10%)	\$112,512
<b>Sub-total</b>	<b>\$1,856,445.00</b>
Project Contingency (20%)	\$371,290
<b>Project Estimate</b>	<b>\$2,227,738.00</b>

### Option for further mitigation

Add French drain and manhole	\$114,721
Design fee, General conditions (25%)	\$28,680
Design Contingency (30%)	\$34,416
Escalation (Q3 2024) (10%)	\$11,472
<b>Sub-total</b>	<b>\$189,289.00</b>
Project Contingency (20%)	\$37,858
<b>Project Estimate</b>	<b>\$227,147.00</b>

*\*Values above are rounded, appendix provides detailed costing breakdown  
Soft costs Permits, etc have not been included.*















## Risks & Constraints / Mitigation

The present pool location in proximity to the Thames River, within a flood plan will continue to be a risk, regardless of mitigations and repairs implemented. Some items may reduce the day-to-day risks; however, no preventative measure can be made to eliminate the potential flood risk and damage based on the pool and facility current location.

Option 1 noted above restores the pool back to its pre-damaged condition while providing an additional means for ground water to be removed from below the pool slab via the weeping tile (Big 'O' drain line). As water levels rise and fall, the weeping tile pipe will allow water trapped below the slab to be removed. The addition of the site well also permits operations to monitor ground water levels in order to direct when the pool tank can be drained safely.

Option 2, above takes additional measures beyond option 1 and replaces the pool return piping from below the slab, relocated to the pool walls in the lane area. This measure permits natural drainage of the lines to aid operations in winterization of the pool. Attaching the relocated pipes to the pool wall further reduces the risk of high ground water levels damaging the pipes, as they become 'part' of the pool tank.

Risk	Mitigation	Option 1	Option 2	Notes
Unknown ground water levels	Installation of a site well	INCLUDED 	INCLUDED 	Site well is a necessary monitoring measure and should be installed to provide a visual of ground water levels
Hydrostatic pressure from ground water	Relief ports in main drains	INCLUDED 	INCLUDED 	Allows water from hydrostatic pressure to be released into tank
Unknown pool tank ballast	Increase pool slab thickness	CAN BE INCORPORATED INTO THIS DESIGN 	CAN BE INCORPORATED INTO THIS DESIGN 	Structural engineer calculates concrete slab thickness for added ballast in pool tank to resist upward pressure from ground water
Groundwater damage to floor returns	Abandon floor returns and install wall returns	NOT INCLUDED 	INCLUDED 	Remove return piping from below the pool tank and secure them to exterior of pool walls
Pool slab deterioration	Removal of existing pool slab and remediate soils	INCLUDED 	INCLUDED 	Remove slab in lane area and replace with reinforced slab, refer to ballast
Freeze / Thaw cycle	Insulation	NOT INCLUDED 	INCLUDED 	Provide insulation around piping



Risk	Mitigation	Option 1	Option 2	Notes
Hydrostatic pressure from ground water	Utility access hole with backflow valves and drain to Thames River	NOT INCLUDED For Consideration	NOT INCLUDED For Consideration	Replaces site well and offers better control of ground water conditions
Pool Depth	With removal of slab, infill deep-end of pool	NOT INCLUDED For Consideration	NOT INCLUDED For Consideration	Reduce the depth of pool, to reduce the intrusion into the ground water level

## Conclusions

There is significant damage to the under-pool floor return piping system. This was evident during the initial site meeting where a threaded rod was inserted into one of the open floor returns and sand and dirt was removed. Pressure testing of the return system would conclude a significant failure of the piping. Without excavation, there is no way to isolate and identify piping branch lines or pinpoint damaged areas.

Damage to the pool tank continues to be a concern with fractures growing as indicated in the photos above with time lapse showing the damage continuing to progress. Recent localized flooding within the greenspace adjacent to the pool further complicates repair and mitigation, as this will be a constant hazard.

Option 1 and 2 would both provide repairs and mitigation to make the pool operable again.

Option 2 provides a potentially longer-term preventative measure, by locating the return piping at a higher level secured to the exterior of the pool tank walls. This is intended to minimize damage due to freeze thaw cycles and hydrostatic pressure.

Given the large volume of the pool water to be processed and returned to the pool, there is limited wall space to provide sufficient and equal circulation along the wall. Reduction of pool volume would reduce the number of return jets and potential sizes of pipe and number of drains required. This could be achieved by reducing the size or depth of the pool. This has not been included in either option but is presented as a possible consideration in future.



## Recommendations

That a site well be established at Thames Pool as soon as possible to monitor ground water levels and provide data related to site conditions and trends.

That the scope of repairs and mitigation measures identified as option 2 be undertaken.

That the optional mitigation measure of a manhole and French drain system be considered.

That an operational review of winterization procedures be undertaken with staff.

Please do not hesitate to contact us if additional information or clarification is required.

Sincerely,



Jamie Lopes, Senior Project Manager  
Recreation Division, Associate

22297 Report for Thames Pool - Phase 2 - May 2023.doc



Thames Pool Repairs - Options 1 & 2				May 18th, 2023 R3			
Section	Description	Quantity		Unit \$		Total	Sub-Totals
<b>OPTION 1:</b>							
<b>1) Removal of Tank Slab:</b>							
	drain pool water (by City)	0.00	sum	\$0.00	sum	\$0.00	
	sawcut existing 12" tank slab into 2m x 2m pieces	1,894.00	m	\$15.75	m	\$29,828.00	
	rmv conc slabs (74 pcs) - crane & men	40.00	hrs	\$500.00	hrs	\$20,000.00	
	disposal of concrete (294m3)	19.00	bins	\$750.00	bins	\$14,250.00	\$64,078.00
<b>1a) Removal of Piping Incl Re/Re Pool Deck:</b>							
	sawcut / remove pool deck	144.00	m2	\$50.00	m2	\$7,200.00	
	excavation (by hand) to expose piping	40.00	hrs	\$300.00	hrs	\$12,000.00	
	rmv drainage piping	16.00	hrs	\$150.00	hrs	\$2,400.00	
	backfill by hand (reuse extg)	24.00	hrs	\$330.00	hrs	\$7,920.00	
	backfill import granular b	15.00	mton	\$21.00	mton	\$315.00	
	form pool deck - n/a	0.00	m2	\$0.00	m2	\$0.00	
	drill & dowel	574.00	ea	\$25.00	ea	\$14,350.00	
	placing slab on grade - labour	4.00	hrs	\$300.00	hrs	\$1,200.00	
	placing slab on grade - pump (1)	4.00	hr	\$750.00	hr	\$3,000.00	
	finishing slab on grade	144.00	m2	\$15.00	m2	\$2,160.00	
	concrete supply - 35 Mpa C1	14.00	m3	\$175.00	m3	\$2,450.00	\$52,995.00
<b>2) Excavate 1.5m Down to Piping / Rmv Piping:</b>							
	crane lift excavation equipment in & out of pool	8.00	hrs	\$500.00	hrs	\$4,000.00	
	excavation - small machines & men	8.00	days	\$7,500.00	days	\$60,000.00	
	trucking excavated material off site	103.00	lds	\$200.00	lds	\$20,600.00	
	disposal costs at local dump	103.00	lds	\$100.00	lds	\$10,300.00	
	temporary shoring (if required) - allowance	1.00	sum	\$50,000.00	sum	\$50,000.00	
	rmv u/g pvc pool piping, once exposed	96.00	hrs	\$100.00	hrs	\$9,600.00	
	disposal bins	5.00	ea	\$750.00	ea	\$3,750.00	
							\$158,250.00
<b>3) Backfill to u/s of New Tank Slab:</b>							
	backfill pool - material granular b delivered	3,172.00	mton	\$21.00	mton	\$66,612.00	
	backfill pool - e/o for slinger truck	40.00	hrs	\$200.00	hrs	\$8,000.00	
	backfill pool - small machines & labour	40.00	hrs	\$530.00	hrs	\$21,200.00	
	skim slab to protect pool base (50mm) - material	49.00	m3	\$125.00	m3	\$6,125.00	
	skim slab to protect pool base (50mm) - labour	8.00	hrs	\$300.00	hrs	\$2,400.00	\$104,337.00
<b>4) New Water Supply / Drainage Pool Piping:</b>							
	100mm pvc piping (no excavation)	443.00	m	\$100.00	m	\$44,300.00	
	150mm pvc piping (no excavation)	15.00	m	\$150.00	m	\$2,250.00	
	200mm piping (no excavation)	28.00	m	\$200.00	m	\$5,600.00	
	300mm pvc piping (no excavation)	50.00	m	\$300.00	m	\$15,000.00	
	floor drains	4.00	ea	\$2,000.00	ea	\$8,000.00	
	hydrostaic relief pump	2.00	ea	\$4,500.00	ea	\$9,000.00	\$84,150.00
<b>5) New Weeping Tile System / Well:</b>							
	100mm weeping tile	219.00	m	\$50.00	m	\$10,950.00	
	boring under tank walls for weeping tile	1.00	sum	\$2,500.00	sum	\$2,500.00	
	excavate new well - small machines & men	1.00	day	\$4,000.00	day	\$4,000.00	
	trucking excavated material off site	18.00	lds	\$200.00	lds	\$3,600.00	
	disposal costs at local dump	18.00	lds	\$100.00	lds	\$1,800.00	
	450 hdpe pipe for well	6.00	m	\$600.00	m	\$3,600.00	
	backfill material granular b	649.00	tons	\$21.00	tons	\$13,629.00	
	backfill well - small machines & labour	16.00	hrs	\$440.00	hrs	\$7,040.00	
	sump pump (mobile) - not included	0.00	ea	\$0.00	ea	\$0.00	\$47,119.00

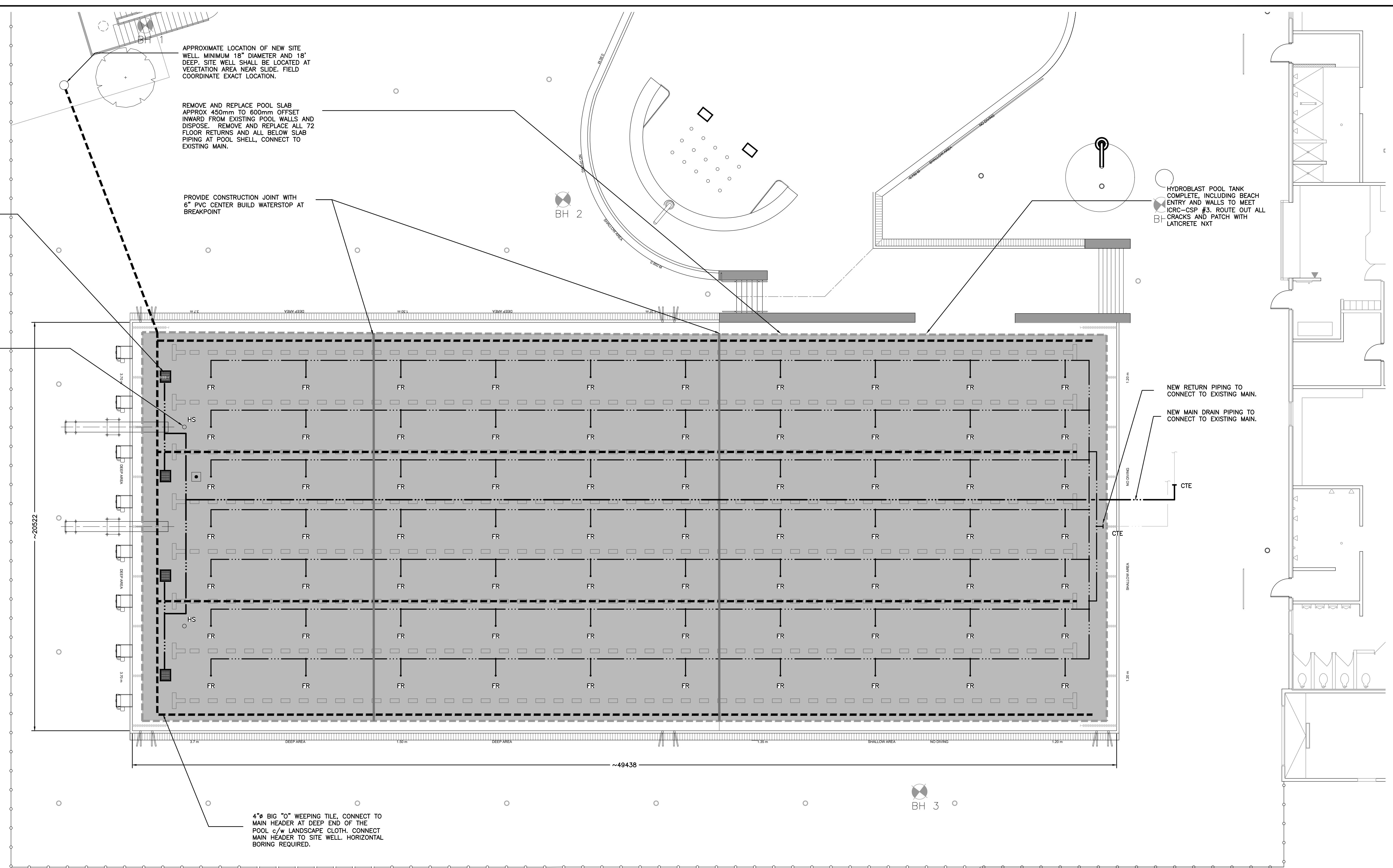


Thames Pool Repairs - Options 1 & 2		May 18th, 2023 R3			
Section	Description	Quantity	Unit \$	Total	Sub-Totals
<b>OPTION 1:</b>					
<b>6) New Tank Slab:</b>					
	drill & dowel into extg slab - 300mm o/c	454.00	ea \$25.00	\$11,350.00	
	reinforcing steel - 10M @ 200 tbe	15.00	mton \$2,900.00	\$43,500.00	
	form slab on grade - n/a	0.00	m2 \$0.00	\$0.00	
	placing slab on grade - labour	304.00	m3 \$55.00	\$16,720.00	
	placing slab on grade - pumps (2)	8.00	hr \$750.00	\$6,000.00	
	finishing slab on grade	947.00	m2 \$12.00	\$11,364.00	
	concrete supply - 35 Mpa C1	304.00	m3 \$175.00	\$53,200.00	\$142,134.00
<b>7) Tank Repairs / Finishes:</b>					
	hydro blast tank wall and beach area	1,875.00	m2 \$90.00	\$168,750.00	
	repair damaged cracks - allowance	1.00	sum \$40,000.00	\$40,000.00	
	parge & paint tank	1,875.00	m2 \$50.00	\$93,750.00	
	floor drains - supply	4.00	ea \$1,000.00	\$4,000.00	
	floor jets - supply	72.00	ea \$50.00	\$3,600.00	
	install drains & jets	16.00	hrs \$250.00	\$4,000.00	
	cost of water to fill pool - not included (by City)	0.00	m3 \$0.00	\$0.00	\$314,100.00
				<b>\$967,163.00</b>	\$967,163.00
	Contractor General Conditions & fee	25.00%		\$241,791.00	
	Design Contingency	30.00%		\$290,149.00	
	Escalation (Q3 2024)	10.00%		\$96,716.00	
				<b>\$1,595,819.00</b>	
	Contingency	20.00%		\$319,164.00	
				<b>\$1,914,983.00</b>	
	Pool Size 50m x 21m + Beach 21m x 25m			15,930.00	sft
	Cost per square foot			\$120.21	

Thames Pool Repairs - Options 1 & 2				May 18th, 2023 R3			
Section	Description	Quantity		Unit \$		Total	Sub-Totals
<b>OPTION 2:</b>							
<b>1) Removal of Tank Slab:</b>							
	drain pool water (by City)	0.00	sum	\$0.00	sum	\$0.00	
	sawcut existing 12" tank slab into 2m x 2m pieces	1,894.00	m	\$15.75	m	\$29,828.00	
	rmv conc slabs (74 pcs) - crane & men	40.00	hrs	\$500.00	hrs	\$20,000.00	
	disposal of concrete (294m3)	19.00	bins	\$750.00	bins	\$14,250.00	\$64,078.00
<b>1a) Removal of Piping Incl Re/Re Pool Deck:</b>							
	sawcut / remove pool deck	144.00	m2	\$50.00	m2	\$7,200.00	
	excavation (by hand & small machine) to expose piping	40.00	hrs	\$450.00	hrs	\$18,000.00	
	trucking excavated material off site	79.00	lds	\$200.00	lds	\$15,800.00	
	disposal costs at local dump	79.00	lds	\$100.00	lds	\$7,900.00	
	rmv drainage piping	16.00	hrs	\$150.00	hrs	\$2,400.00	
	backfill by hand & small equipment	40.00	hrs	\$510.00	hrs	\$20,400.00	
	backfill import granular b	1,732.00	mton	\$21.00	mton	\$36,372.00	
	form pool deck	84.00	m2	\$100.00	m2	\$8,400.00	
	drill & dowel	930.00	ea	\$25.00	ea	\$23,250.00	
	placing slab on grade - labour	16.00	hrs	\$300.00	hrs	\$4,800.00	
	placing slab on grade - pump (1)	6.00	hr	\$750.00	hr	\$4,500.00	
	finishing slab on grade	651.00	m2	\$15.00	m2	\$9,765.00	
	concrete supply - 35 Mpa C1	65.00	m3	\$175.00	m3	\$11,375.00	
	deck floor drains - supply	10.00	ea	\$250.00	ea	\$2,500.00	
	deck floor drains - connect	10.00	ea	\$100.00	ea	\$1,000.00	\$173,662.00
<b>2) Excavate 1.5m Down to Piping / Rmv Piping:</b>							
	crane lift excavation equipment in & out of pool	8.00	hrs	\$500.00	hrs	\$4,000.00	
	excavation - small machines & men	8.00	days	\$7,500.00	days	\$60,000.00	
	trucking excavated material off site	103.00	lds	\$200.00	lds	\$20,600.00	
	disposal costs at local dump	103.00	lds	\$100.00	lds	\$10,300.00	
	temporary shoring (if required) - allowance	1.00	sum	\$50,000.00	sum	\$50,000.00	
	rmv u/g pvc pool piping, once exposed	64.00	hrs	\$100.00	hrs	\$6,400.00	
	disposal bins	2.00	ea	\$750.00	ea	\$1,500.00	\$152,800.00
<b>3) Backfill to u/s of New Tank Slab:</b>							
	backfill pool - material granular b delivered	3,172.00	mton	\$21.00	mton	\$66,612.00	
	backfill pool - e/o for slinger truck	40.00	hrs	\$200.00	hrs	\$8,000.00	
	backfill pool - small machines & labour	40.00	hrs	\$530.00	hrs	\$21,200.00	
	skim slab to protect pool base (50mm) - material	49.00	m3	\$125.00	m3	\$6,125.00	
	skim slab to protect pool base (50mm) - labour	8.00	hrs	\$300.00	hrs	\$2,400.00	\$104,337.00
<b>4) New Water Supply / Drainage Pool Piping:</b>							
	100mm pvc piping (no excavation)	87.00	m	\$100.00	m	\$8,700.00	
	150mm pvc piping (no excavation)	0.00	m	\$150.00	m	\$0.00	
	200mm piping (no excavation)	210.00	m	\$200.00	m	\$42,000.00	
	300mm pvc piping (no excavation)	66.00	m	\$300.00	m	\$19,800.00	
	floor drains	4.00	ea	\$2,000.00	ea	\$8,000.00	
	hydrostaic relief pump	2.00	ea	\$4,500.00	ea	\$9,000.00	
	core drill holes in tank walls for new jets	72.00	ea	\$350.00	ea	\$25,200.00	\$112,700.00

Thames Pool Repairs - Options 1 & 2				May 18th, 2023 R3			
Section	Description	Quantity		Unit \$		Total	Sub-Totals
	<b>OPTION 2:</b>						
	<b>5) New Weeping Tile System / Well:</b>						
	100mm weeping tile	332.00	m	\$50.00	m	\$16,600.00	
	boring under tank walls for weeping tile	1.00	sum	\$2,500.00	sum	\$2,500.00	
	excavate new well - small machines & men	1.00	day	\$4,000.00	day	\$4,000.00	
	trucking excavated material off site	18.00	lds	\$200.00	lds	\$3,600.00	
	disposal costs at local dump	18.00	lds	\$100.00	lds	\$1,800.00	
	450 hdpe pipe for well	6.00	m	\$600.00	m	\$3,600.00	
	backfill material granular b	649.00	tons	\$21.00	tons	\$13,629.00	
	backfill well - small machines & labour	32.00	hrs	\$440.00	hrs	\$14,080.00	
	sump pump (mobile) - not included	0.00	ea	\$0.00	ea	\$0.00	\$59,809.00
	<b>6) New Tank Slab:</b>						
	drill & dowel into extg slab - 300mm o/c	454.00	ea	\$25.00	ea	\$11,350.00	
	reinforcing steel - 10M @ 200 tbew	15.00	mton	\$2,900.00	mton	\$43,500.00	
	form slab on grade - n/a	0.00	m2	\$0.00	m2	\$0.00	
	placing slab on grade - labour	304.00	m3	\$55.00	m3	\$16,720.00	
	placing slab on grade - pumps (2)	10.00	hr	\$750.00	hr	\$7,500.00	
	finishing slab on grade	947.00	m2	\$12.00	m2	\$11,364.00	
	concrete supply - 35 Mpa C1	304.00	m3	\$175.00	m3	\$53,200.00	\$143,634.00
	<b>7) Tank Repairs / Finishes:</b>						
	hydro blast tank wall and beach area	1,875.00	m2	\$90.00	m2	\$168,750.00	
	repair damaged cracks - allowance	1.00	sum	\$40,000.00	sum	\$40,000.00	
	parge & paint tank	1,875.00	m2	\$50.00	m2	\$93,750.00	
	floor drains - supply	4.00	ea	\$1,000.00	ea	\$4,000.00	
	wall jets - supply	72.00	ea	\$50.00	ea	\$3,600.00	
	install drains & jets	16.00	hrs	\$250.00	hrs	\$4,000.00	
	cost of water to fill pool - not included (by City)	0.00	m3	\$0.00	m3	\$0.00	\$314,100.00
						<b>\$1,125,120.00</b>	<b>\$1,125,120.00</b>
	Contractor General Conditions & fee	25.00%				\$281,280.00	
	Design Contingency	30.00%				\$337,536.00	
	Escalation (Q3 2024)	10.00%				\$112,512.00	
						<b>\$1,856,448.00</b>	
	Contingency	20.00%				\$371,290.00	
						<b>\$2,227,738.00</b>	
	Pool Size 50m x 21m + Beach 21m x 25m					15,930.00	sft
	Cost per square foot					\$139.85	

Thames Pool Repairs - Options 1 & 2		May 18th, 2023 R3			
Section	Description	Quantity	Unit \$	Total	Sub-Totals
<b>SEPARATE PRICE (Not Included in Options 1 or 2):</b>					
<b>1) MH in lieu of Well w/ 65m French Drain to River:</b>					
	precast manhole, 2.4m dia.x 6m deep	1.00	ea	\$35,000.00	ea \$35,000.00
	delete 450 HDPE pipe well	-1.00	sum	\$40,709.00	sum -\$40,709.00
	tree / shrub removal	1.00	sum	\$10,000.00	sum \$10,000.00
	excavate 2m x 2m french drain	390.00	m3	\$45.00	m3 \$17,550.00
	disposal of excavated material off site	390.00	m3	\$15.00	m3 \$5,850.00
	pipng from MH to river	65.00	m	\$150.00	m \$9,750.00
	filter cloth	598.00	m2	\$25.00	m2 \$14,950.00
	backfill clear stone	858.00	tons	\$60.00	tons \$51,480.00
	gabion stone at rivers edge	1.00	sum	\$5,000.00	sum \$5,000.00
	restoration - sod / topsoil	195.00	m2	\$30.00	m2 \$5,850.00
	sump pump (mobile) - not included	0.00	ea	\$0.00	ea \$0.00
					<b>\$114,721.00</b>
	Contractor General Conditions & fee	25.00%			\$28,680.00
	Design Contingency	30.00%			\$34,416.00
	Escalation (Q3 2024)	10.00%			\$11,472.00
					<b>\$189,289.00</b>
	Contingency	20.00%			\$37,858.00
					<b>\$227,147.00</b>

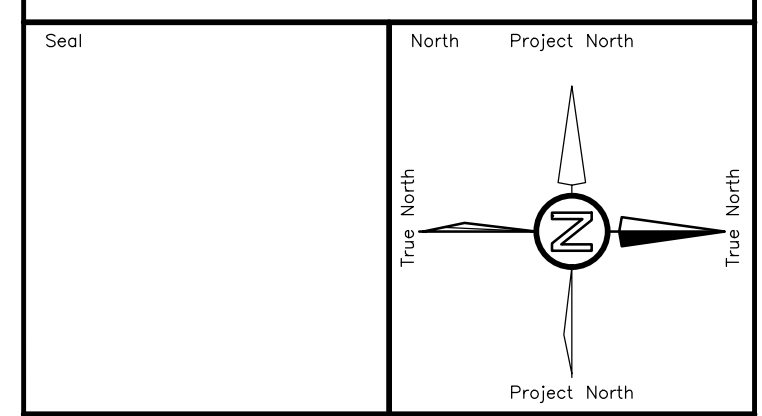


POOL LAYOUT – OPTION 1  
SCALE: 1:100

**PRELIMINARY**  
15 MAY 2023

The contractor shall verify all dimensions and report all errors and discrepancies to the Consultant before commencement of the work.  
The drawings show general arrangement of services. Follow as closely as actual building construction will permit. Obtain approval for relocation of service from Consultant before commencement of the work.  
The drawings do not indicate all offsets fitting and accessories which may be required. Provide the same to meet the required conditions.  
Drawings and specifications, etc., prepared and issued by the consultant are the property of the consultant and must be returned at the completion of the project. These documents are not to be duplicated or copied without the consent of the Consultant.  
Do not scale this drawing.  
© 2022 DEI & Associates Inc.

ISSUANCES			
No	DATE YY.MM.DD	DESCRIPTION	BY
1	YY.MM.DD	ISSUED FOR REVIEW	XX



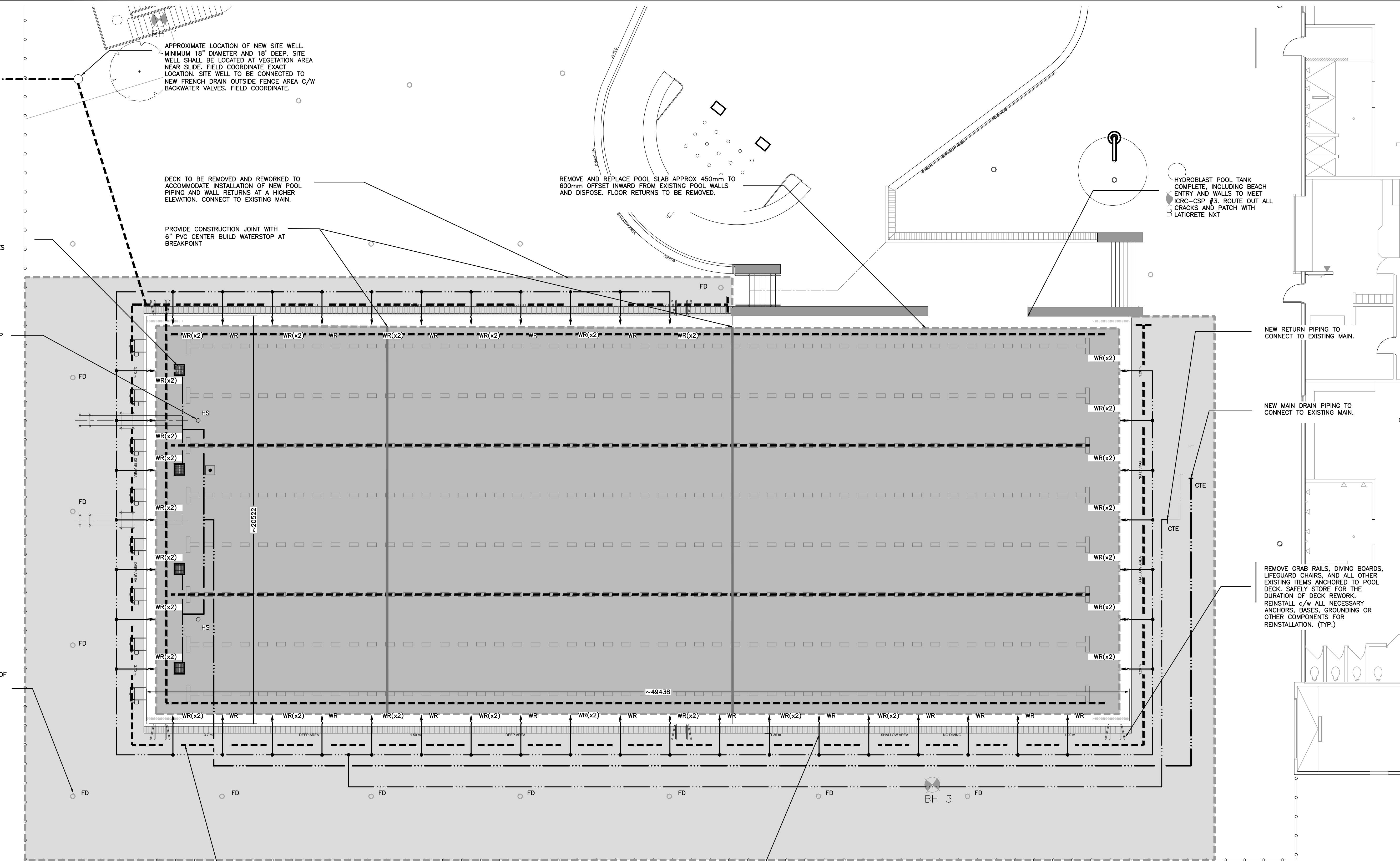
RENOVATION .....  
**THAMES PARK POOL ASSESSMENT**  
1891 Wharncliffe Road South, London, ON

Sheet Title  
**THAMES POOL REPAIR OPTION 1**

**AQUATIC DESIGN & ENGINEERING**  
Pool, Waterpark & Natatorium Systems Design  
A division of DEI & Associates Inc.  
55 Northland Road, Waterloo, ON N2V 1Y8  
Phone: 519-735-3555  
Email: dei@deiasociates.ca Website: deiasociates.ca

Drawn by ZT	Checked by JL	Approved by JL
Scale AS NOTED	Project Date AUG 2022	Print Date

Project No. 22297  
Drawing No. **ASK-1**

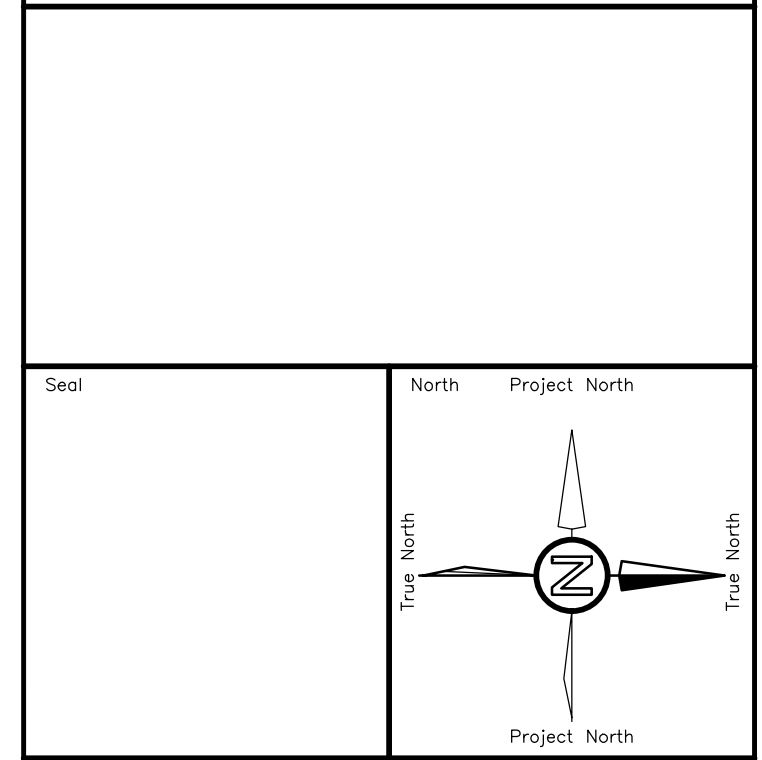
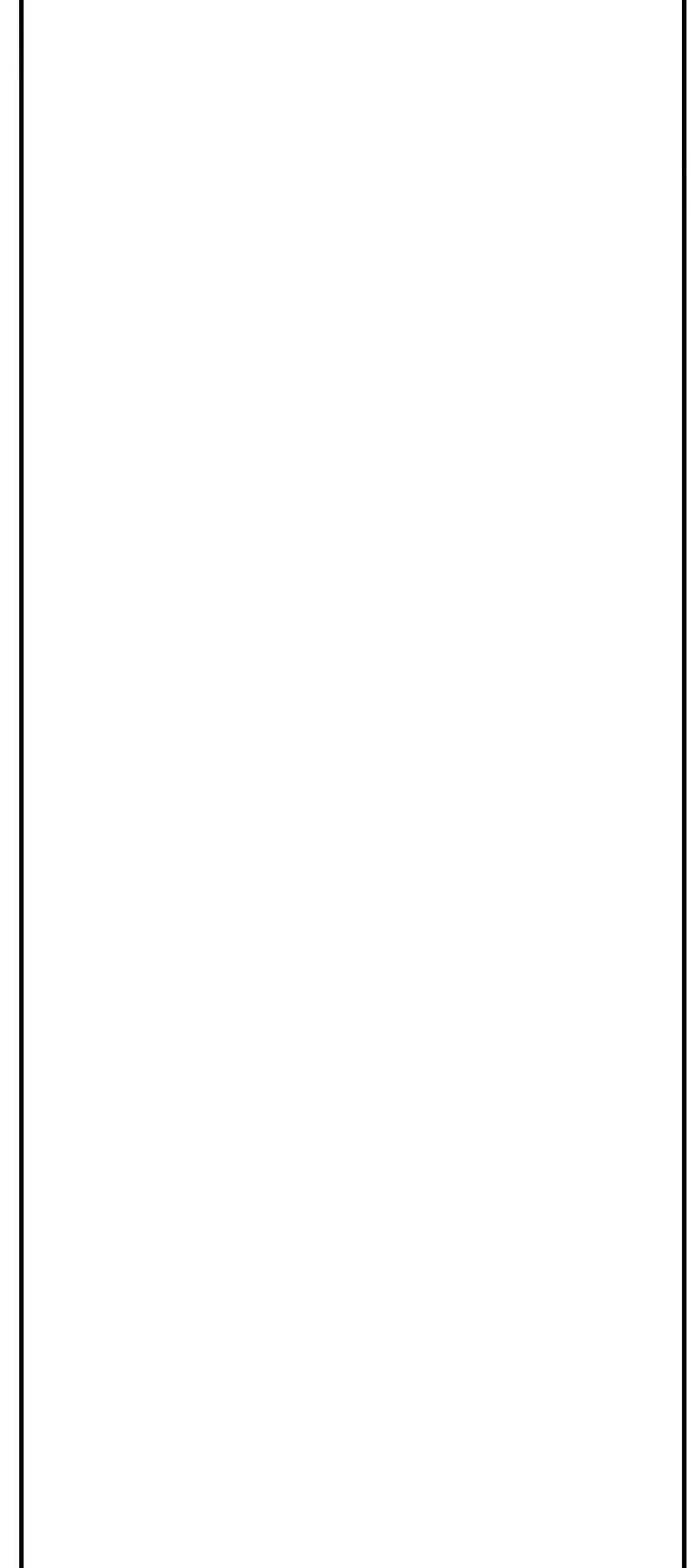


**POOL LAYOUT – OPTION 2**  
SCALE: 1:100

**PRELIMINARY**  
15 MAY 2023

The contractor shall verify all dimensions and report all errors and discrepancies to the Consultant before commencement of the work.  
The drawings show general arrangement of services. Follow as closely as actual building construction will permit. Obtain approval for relocation of service from Consultant before commencement of the work.  
The drawings do not indicate all offsets fitting and accessories which may be required. Provide the same to meet the required conditions.  
Drawings and specifications, etc., prepared and issued by the consultant are the property of the consultant and must be returned at the completion of the project. These documents are not to be duplicated or copied without the consent of the Consultant.  
Do not scale this drawing.  
© 2022 DEI & Associates Inc.

ISSUANCES			
No	DATE YY.MM.DD	DESCRIPTION	BY
1	YY.MM.DD	ISSUED FOR REVIEW	XX



RENOVATION .....  
**THAMES PARK POOL ASSESSMENT**  
1891 Wharncliffe Road South, London, ON

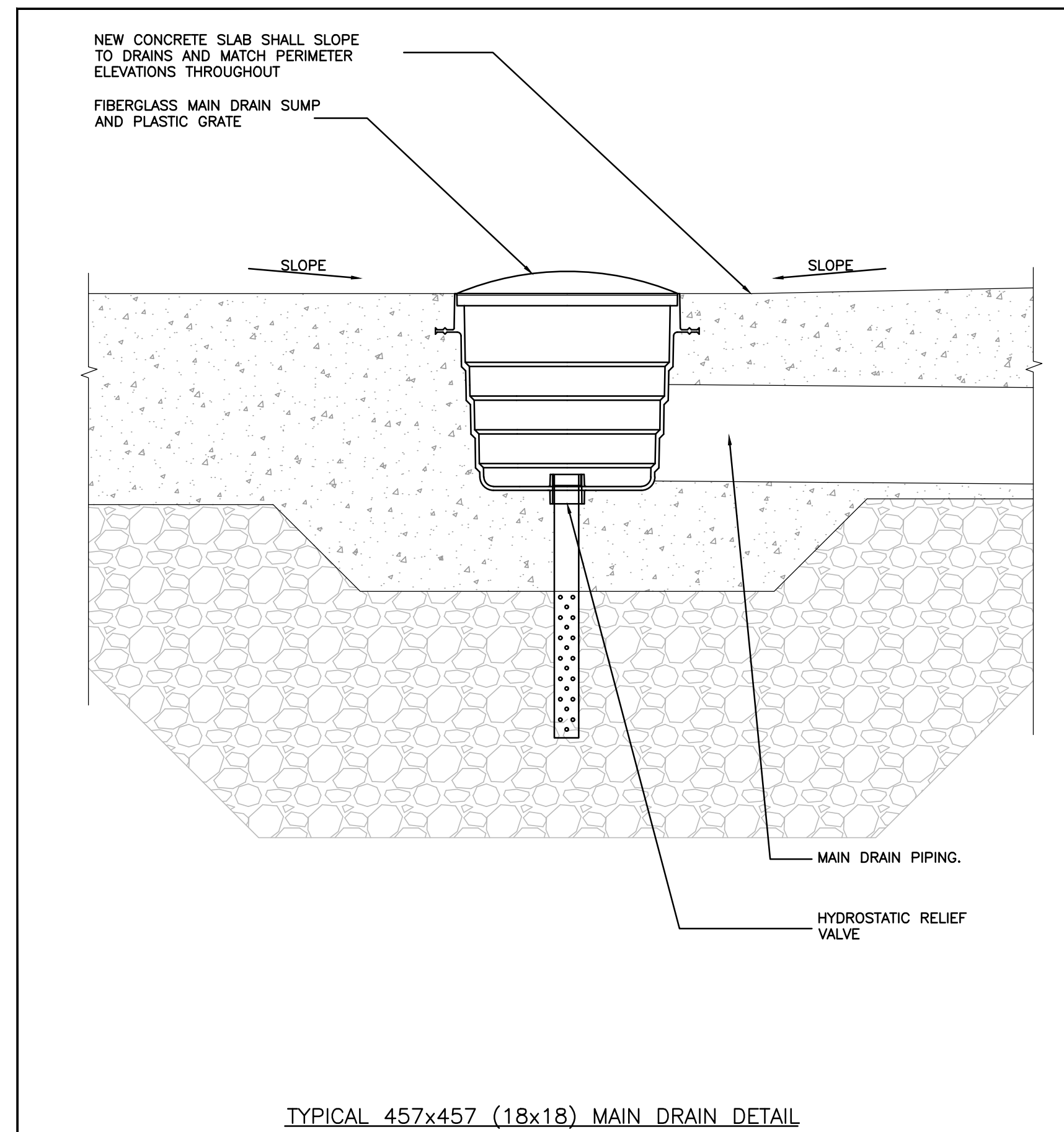
Sheet Title  
**THAMES POOL REPAIR OPTION 2**

**AQUATIC DESIGN & ENGINEERING**  
Pool, Waterpark & Natatorium Systems Design  
A division of DEI & Associates Inc.  
55 Northland Road, Waterloo, ON N2V 1Y8  
Phone: 519-735-3555  
Email: dei@deiassociates.ca Website: deiassociates.ca

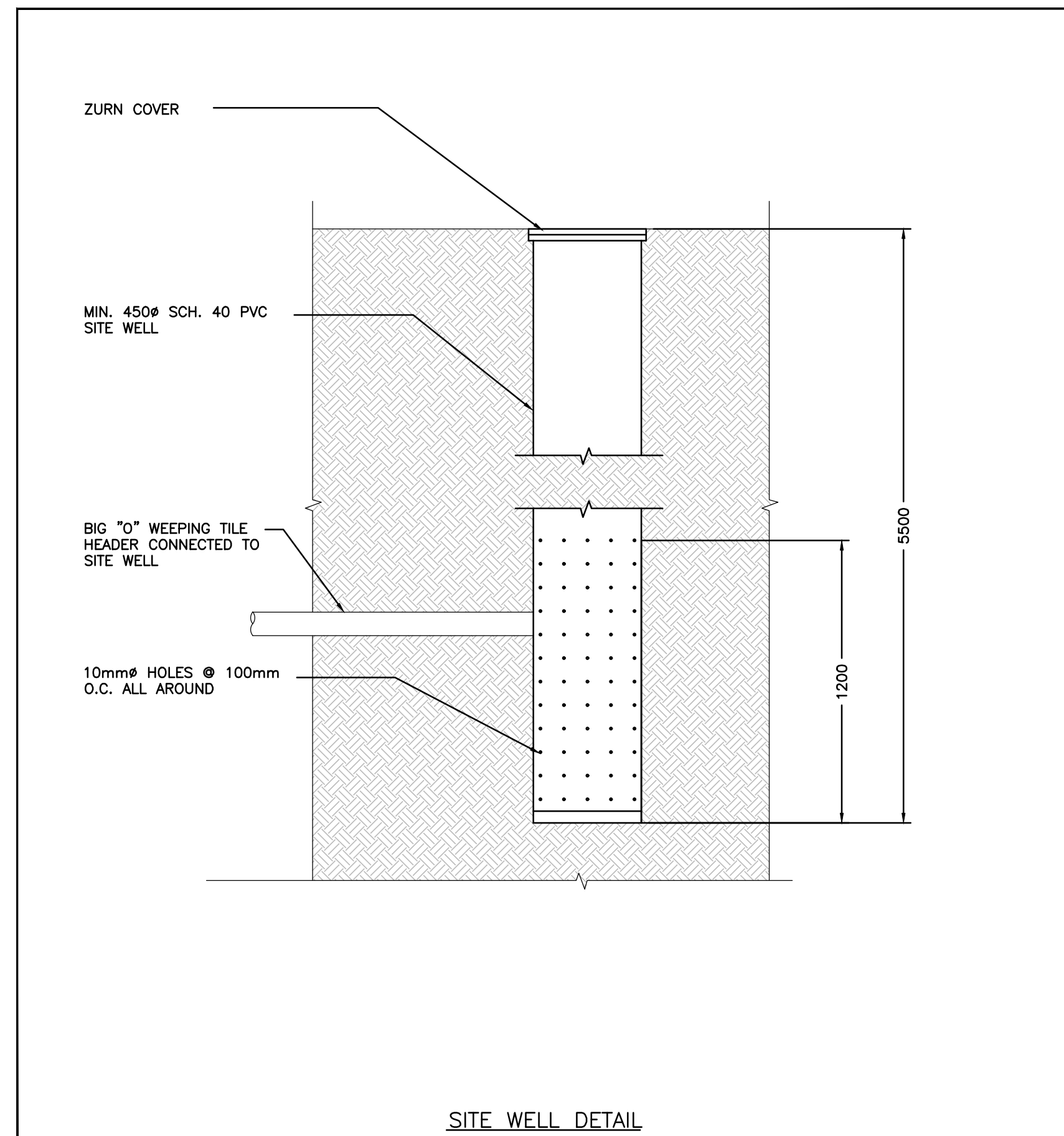
Drawn by ZT	Checked by JL	Approved by JL
Scale AS NOTED	Project Date AUG 2022	Print Date

Project No.  
**22297**

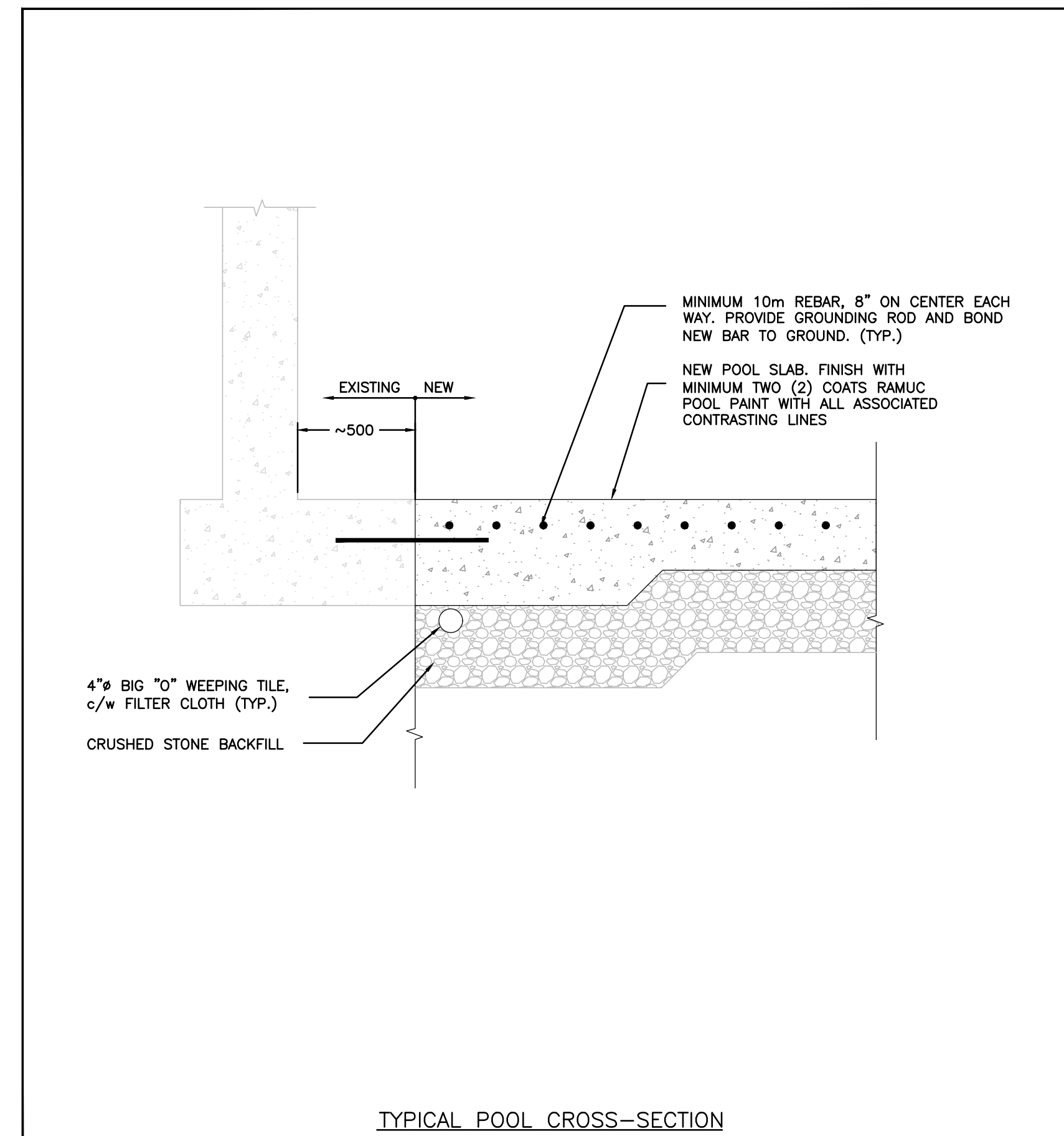
Drawing No.  
**ASK-2**



TYPICAL 457x457 (18x18) MAIN DRAIN DETAIL

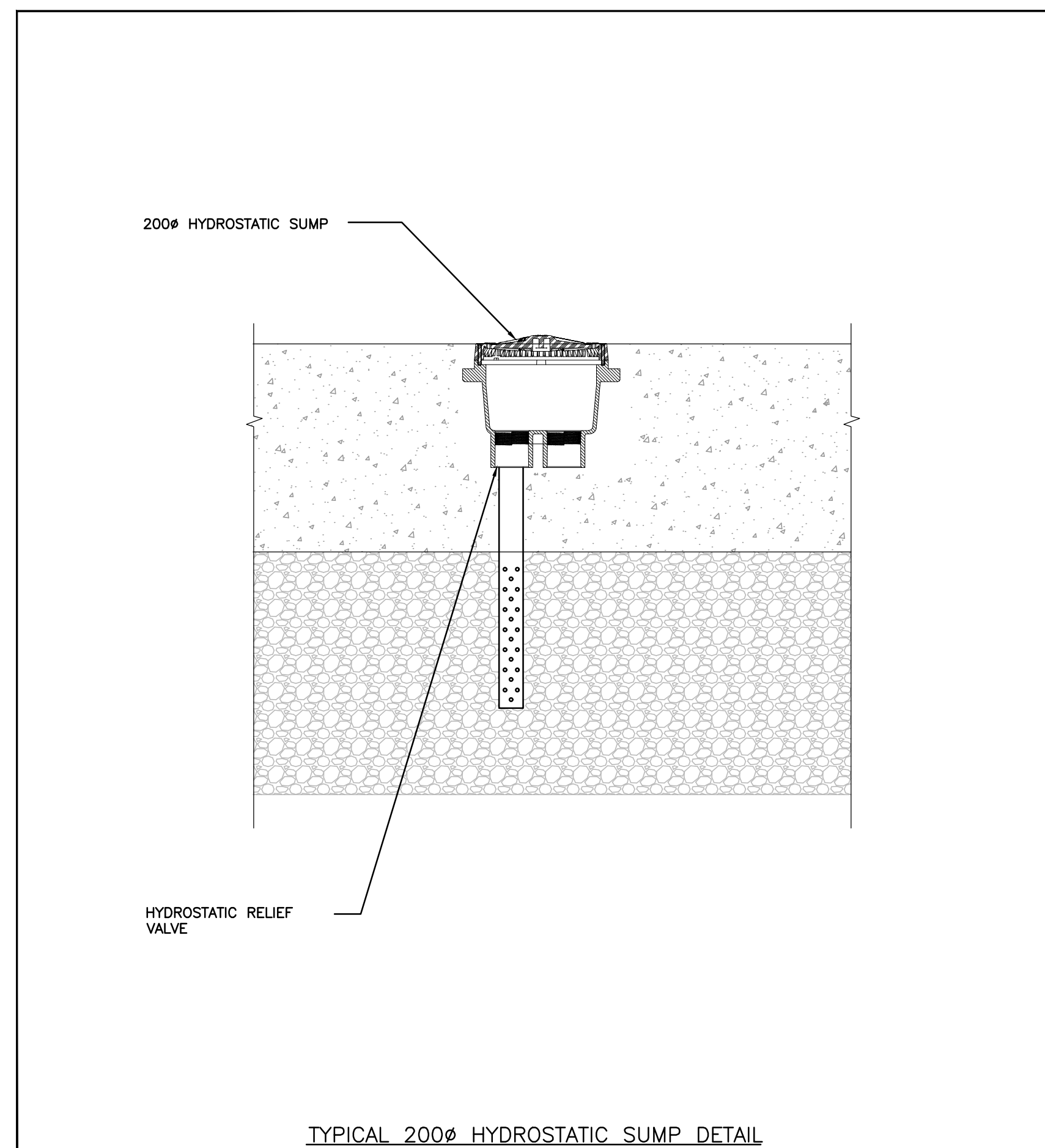


SITE WELL DETAIL

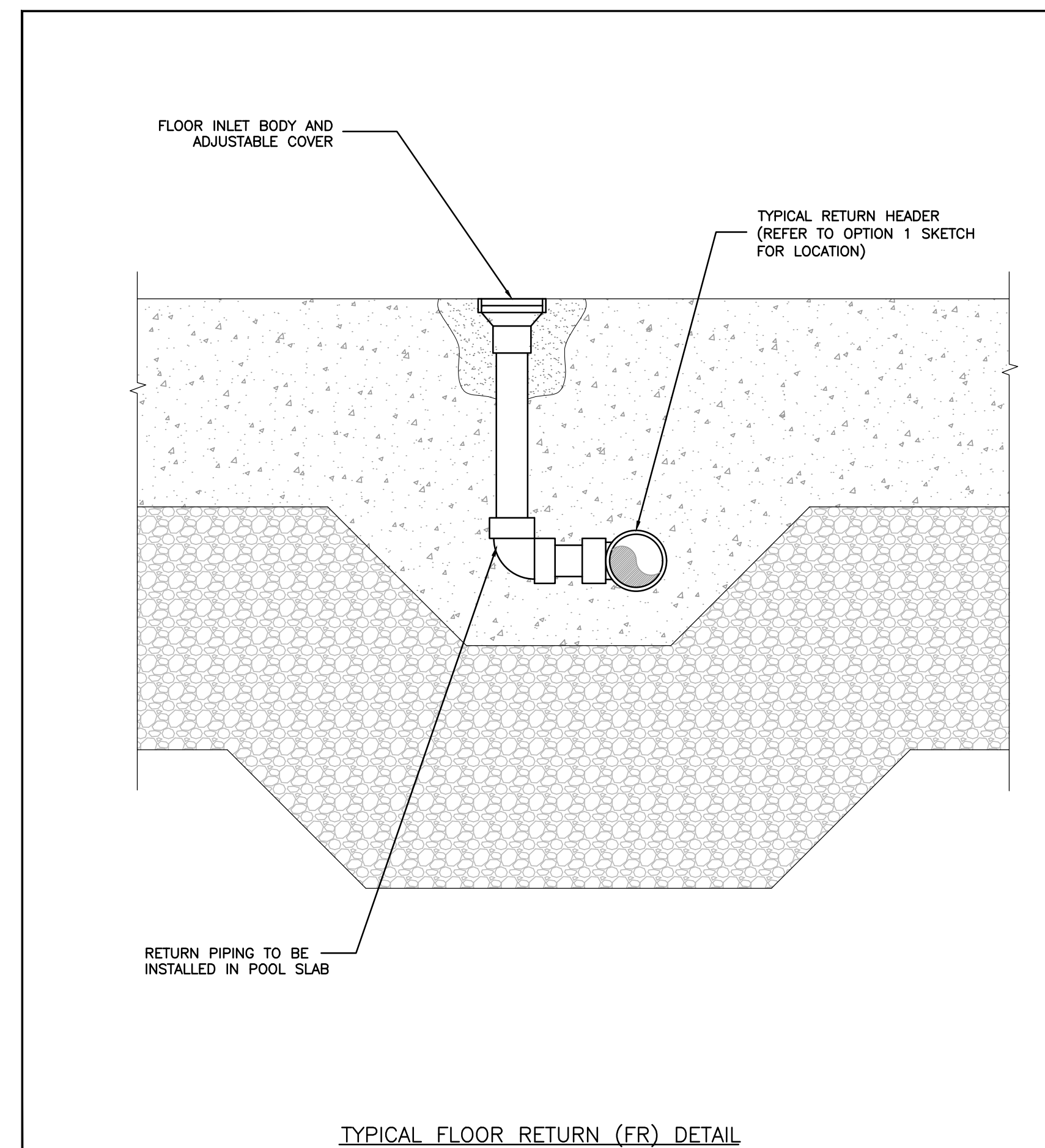


TYPICAL POOL CROSS-SECTION

AQUATIC EQUIPMENT SCHEDULE				
Item	Description	Manufacturer	Product / Model	Qty
1	18x18 (457x457) PVC SUPER SUMP c/w DOMED FRAME AND GRATES, 183.06 SQ.IN. OF OPEN AREA PER DRAIN, 8" SIDE PORT AND 2" BOTTOM PORT CONNECTIONS, VGBA COMPLIANT, COLOUR: WHITE	LAWSON AQUATICS	MLD-SG-1818-WT	4
2	ADJUSTABLE FLOOR RETURN FITTINGS, 2" SLIP WITH 1-1/2" SLIP BUSHING, WHITE	STA-RITE	08417-0000	72
3	HYDROSTATIC SUMP, STARGUARD 8" MAIN DRAIN, DUAL BOT PORTS ABS SUMP w/ RING AND COVER WHT 2PK	PENTAIR	500120	2
4	HYDROSTATIC RELIEF VALVE, 1-1/2" MIP, SPRING LOADED	HAYWARD	SP-1056	6
5	HYDROSTATIC COLLECTION TUBE, 1-1/2" / 2" FIP, 300mm LONG, SLOTTED	HAYWARD	SP-1055	6



TYPICAL 200# HYDROSTATIC SUMP DETAIL

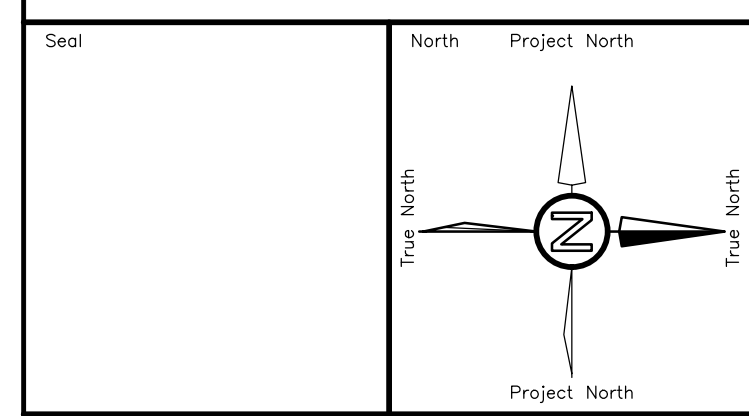


TYPICAL FLOOR RETURN (FR) DETAIL

**PRELIMINARY**  
15 MAY 2023

The contractor shall verify all dimensions and report all errors and discrepancies to the Consultant before commencement of the work.  
The drawings show general arrangement of services. Follow as closely as actual building construction will permit. Obtain approval for relocation of service from Consultant before commencement of the work.  
The drawings do not indicate all offsets fitting and accessories which may be required. Provide the same to meet the required conditions.  
Drawings and specifications, etc., prepared and issued by the consultant are the property of the consultant and must be returned at the completion of the project. These documents are not to be duplicated or copied without the consent of the Consultant.  
Do not scale this drawing.  
© 2022 DEI & Associates Inc.

ISSUANCES			
No	DATE YY.MM.DD	DESCRIPTION	BY XX
1	YY.MM.DD	ISSUED FOR REVIEW	XX



RENOVATION .....  
**THAMES PARK POOL ASSESSMENT**  
1891 Wharncliffe Road South, London, ON

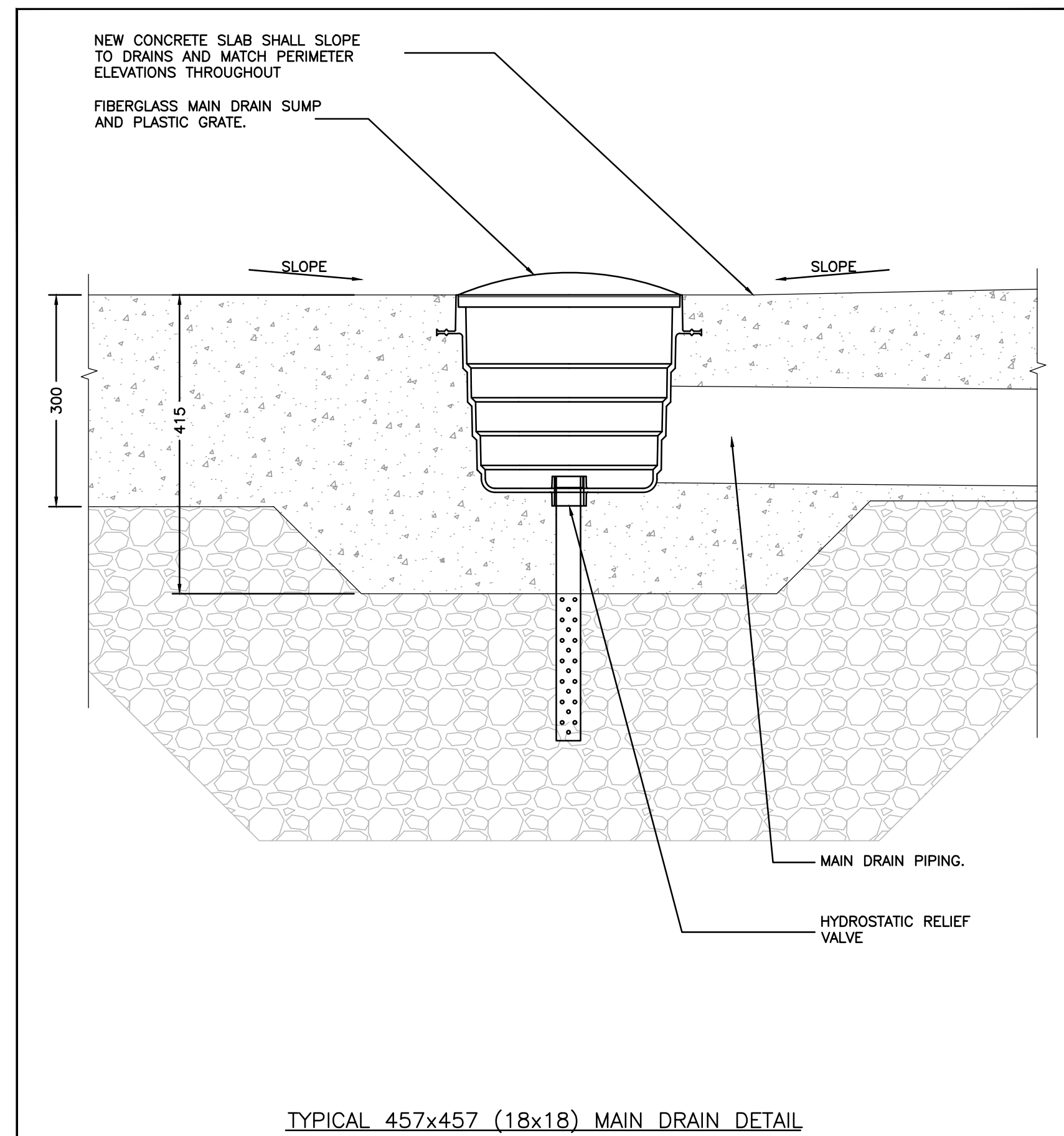
Sheet Title  
**OPTION 1 DETAILS AND SCHEDULE**

**AQUATIC DESIGN & ENGINEERING**  
Pool, Waterpark & Natatorium Systems Design  
A division of DEI & Associates Inc.  
55 Northland Road, Waterloo, ON N2V 1Y8  
Phone: 519-735-3555  
Email: dei@deiassociates.ca Website: deiassociates.ca

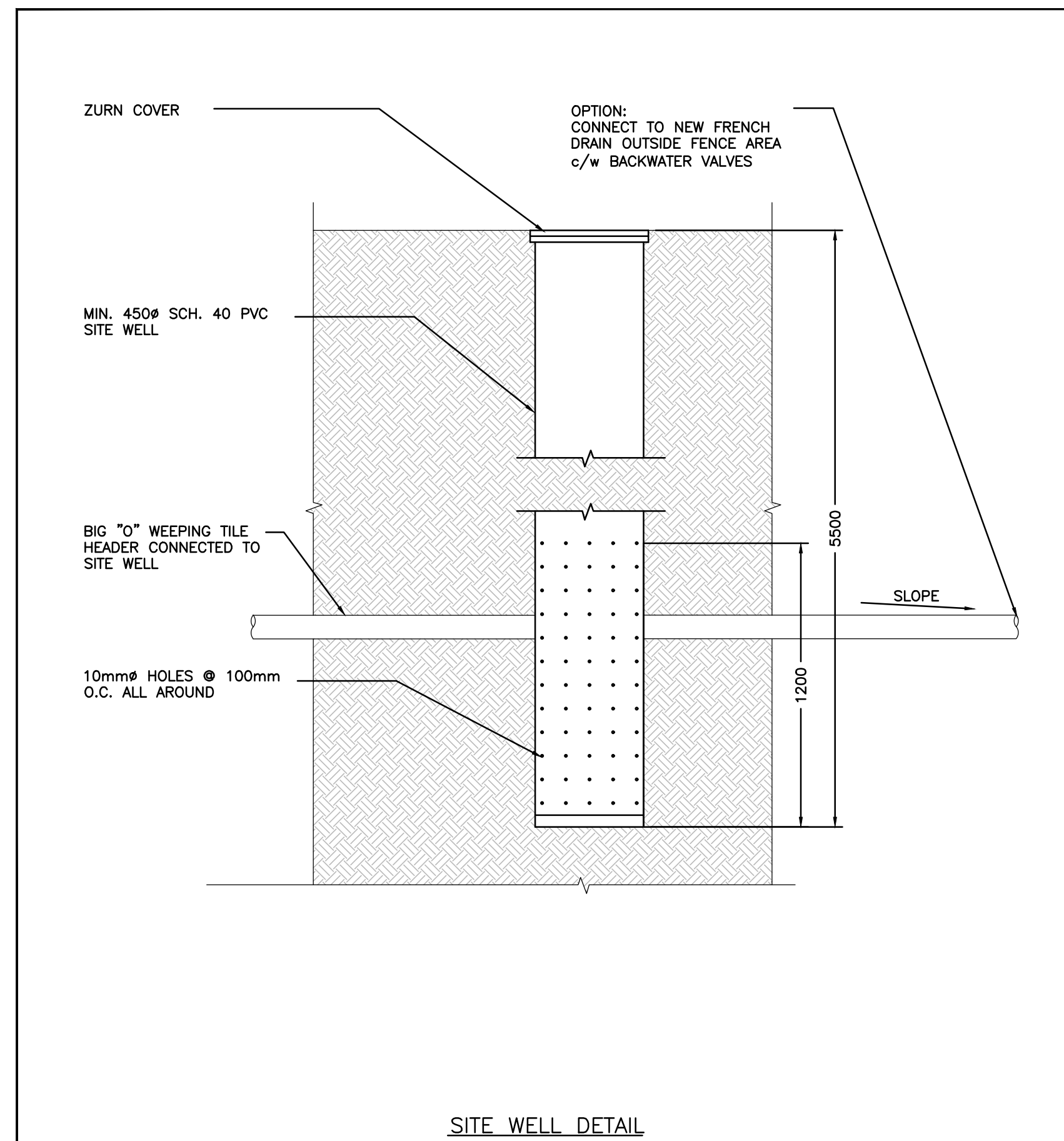
Drawn by ZT	Checked by JL	Approved by JL
Scale AS NOTED	Project Date AUG 2022	Print Date

Project No.  
**22297**

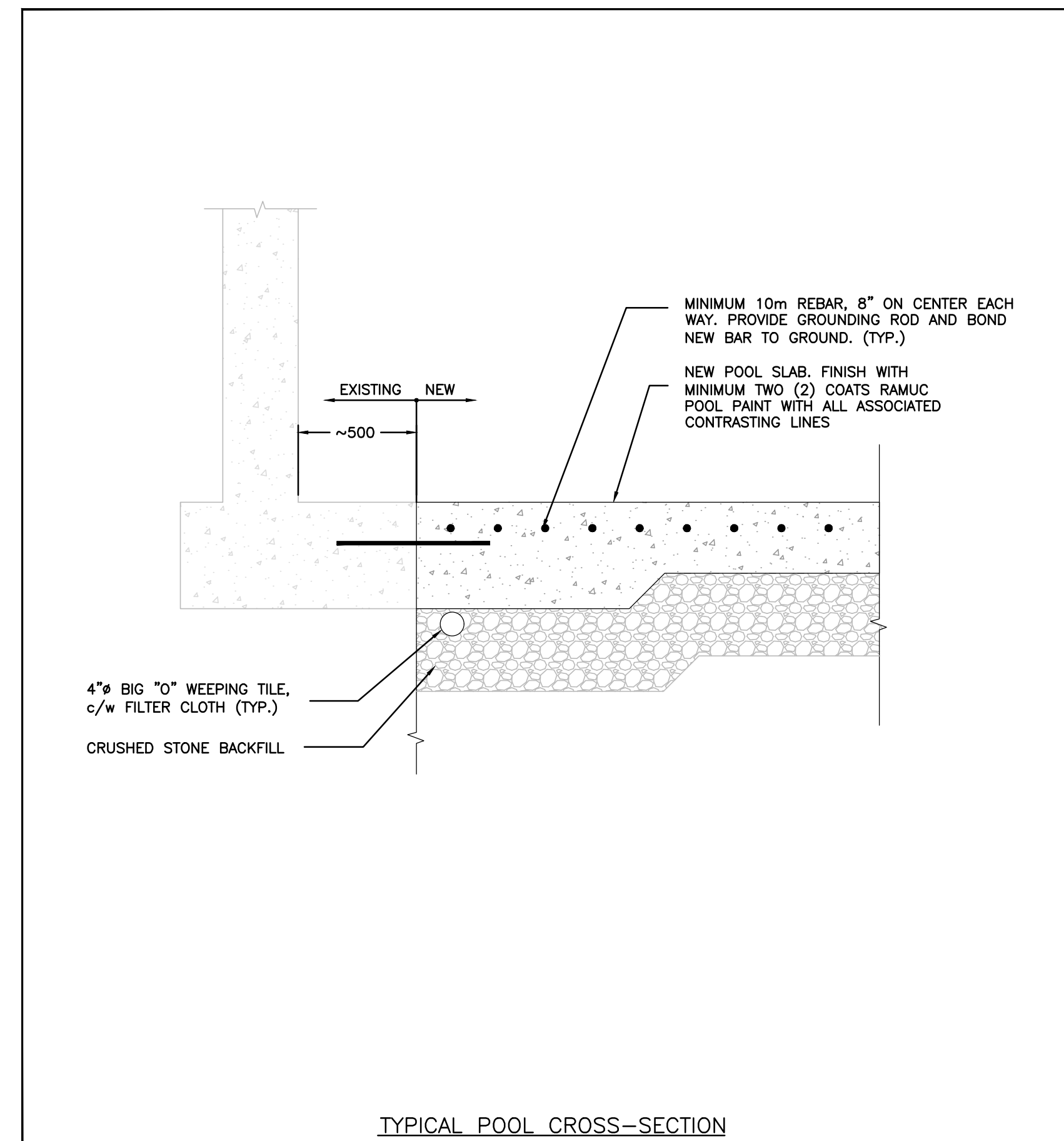
Drawing No.  
**ASK-3**



TYPICAL 457x457 (18x18) MAIN DRAIN DETAIL

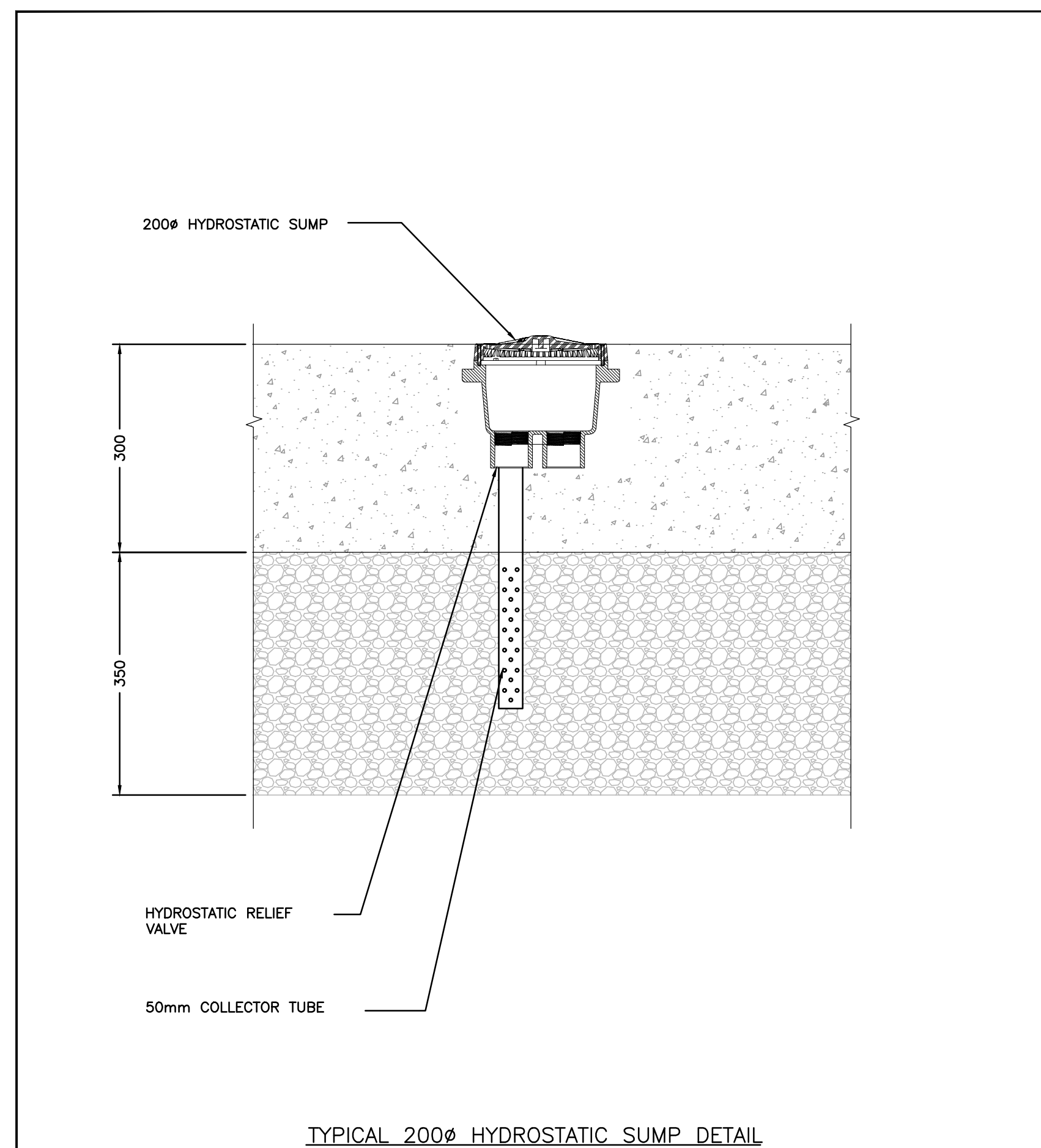


SITE WELL DETAIL

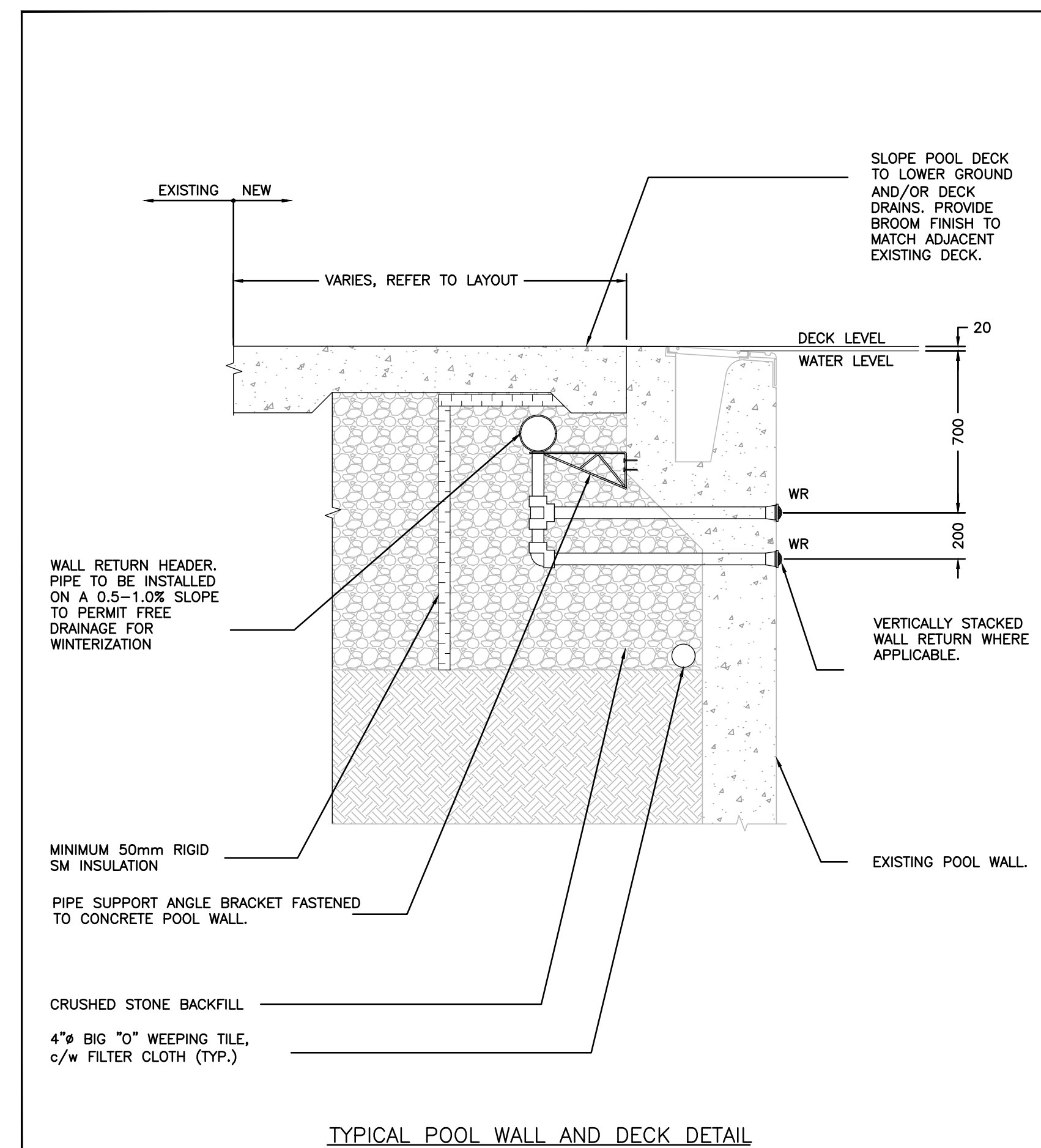


TYPICAL POOL CROSS-SECTION

AQUATIC EQUIPMENT SCHEDULE				
Item	Description	Manufacturer	Product / Model	Qty
1	18x18 (457x457) PVC SUPER SUMP c/w DOMED FRAME AND GRATES, 183.06 SQ.IN. OF OPEN AREA PER DRAIN, 8" SIDE PORT AND 2" BOTTOM PORT CONNECTIONS, VGBA COMPLIANT, COLOUR: WHITE	LAWSON AQUATICS	MLD-SG-1818-WT	4
2	ADJUSTABLE WALL RETURN FITTINGS, 1-1/2" SUP, 3/16", 3/4" IN 90 DEGREE NOZZLE - WHITE	STA-RITE	08429-0000	72
3	HYDROSTATIC SUMP, STARGUARD 8" MAIN DRAIN, DUAL BOT PORTS ABS SUMP w/ RING AND COVER WHT 2PK	PENTAIR	500120	2
4	HYDROSTATIC RELIEF VALVE, 1-1/2" MIP, SPRING LOADED	HAYWARD	SP-1056	6
5	HYDROSTATIC COLLECTION TUBE, 1-1/2" / 2" FIP, 300mm LONG, SLOTTED	HAYWARD	SP-1055	6



TYPICAL 200# HYDROSTATIC SUMP DETAIL



TYPICAL POOL WALL AND DECK DETAIL

**PRELIMINARY**  
15 MAY 2023

The contractor shall verify all dimensions and report all errors and discrepancies to the Consultant before commencement of the work.  
The drawings show general arrangement of services. Follow as closely as actual building construction will permit. Obtain approval for relocation of service from Consultant before commencement of the work.  
The drawings do not indicate all offsets fitting and accessories which may be required. Provide the same to meet the required conditions.  
Drawings and specifications, etc., prepared and issued by the consultant are the property of the consultant and must be returned at the completion of the project. These documents are not to be duplicated or copied without the consent of the Consultant.  
Do not scale this drawing.  
© 2022 DEI & Associates Inc.

ISSUANCES			
No	DATE YY.MM.DD	DESCRIPTION	BY
1	YY.MM.DD	ISSUED FOR REVIEW	XX

Seal

North Project North

True North

RENOVATION .....  
**THAMES PARK POOL ASSESSMENT**  
1891 Wharncliffe Road South, London, ON

Sheet Title  
**OPTION 2  
DETAILS AND SCHEDULE**

**AQUATIC DESIGN & ENGINEERING**  
Pool, Waterpark & Natatorium Systems Design  
A division of DEI & Associates Inc.  
55 Northland Road, Waterloo, ON N2V 1Y8  
Phone: (519) 753-3555  
Email: dei@deiassociates.ca Website: deiassociates.ca

Drawn by ZT	Checked by JL	Approved by JL
Scale AS NOTED	Project Date AUG 2022	Print Date

Project No. 22297  
Drawing No. **ASK-4**







*Thames*  
Canadian Heritage River

*"Inspiring a Healthy Environment"*

June 5, 2023

The Corporation of the City of London  
663 Bathurst Street  
London, Ontario  
N5Z 1P8

Attention: Ashley Howard, City of London (via email – [ahoward@london.ca](mailto:ahoward@london.ca))

**Re: UTRCA Pre-Consultation Comments  
Thames Park Community Pool – Proposed Repairs  
15 Ridout Street South  
City of London**

---

**BACKGROUND:**

The Upper Thames River Conservation Authority (UTRCA) has been in discussion with staff from the City of London regarding potential repairs to the Thames Park Community Pool, located at 15 Ridout Street South in the City of London.

It is our understanding that since reconstruction in 2010, the Thames Park Community Pool has experienced significant damages due to surface water flooding, compounded by hydrostatic pressures from high groundwater levels. As a result, the pool is in need of significant repairs in order to re-open for public use. City staff are compiling a report to bring to City Council, which will explore the feasibility of various options for the facility, including permit requirements from the UTRCA.

Based on conversations with City of London staff, it is our understanding that the following repairs may be needed:

- Removal and replacement of pool base;
- Replacement and relocation of pool plumbing;
- Below-grade drainage improvements;
- Installation of hydrostatic valves;
- Installation of groundwater monitoring wells;

The City has pre-consulted with the UTRCA to determine application requirements and considerations through the Section 28 permit process. Although we can provide information based on the current proposal, the full details and extent of the repairs is to be confirmed at a later date after review by a qualified professional.

**CONSERVATION AUTHORITIES ACT:  
*Section 28 Regulations – Ontario Regulation 157/06***

As shown on the enclosed mapping, the subject lands are regulated by the UTRCA in accordance with Ontario Regulation 157/06, made pursuant to Section 28 of the *Conservation Authorities Act*.

The regulation limit is comprised of riverine flooding and erosion hazards associated with the South Thames River.

The UTRCA has jurisdiction over lands within the regulated area and requires that landowners obtain written approval from the Authority prior to undertaking any site alteration or development within this area including filling, grading, construction, alteration to a watercourse and/or interference with a wetland.

The current location of the pool is subject to significant flood risk. Wherever possible, the UTRCA directs development away from hazard lands in order to protect life and property from flooding and erosion. With this in mind, the UTRCA recommends that the City thoroughly explore opportunities to decommission and/or relocate the pool to a location outside of hazard lands in order to protect the public and prevent costly maintenance and repairs in the future.

However, since the Thames Pool is existing infrastructure within the floodplain, UTRCA policies would allow for the proposed reconstruction and/or repairs, subject to UTRCA permit requirements.

Depending on the final scope of work being proposed, the UTRCA may require the following as part of a complete permit application submission:

- A completed Conservation Authorities Section 28 permit application, available on our website at:  
[http://thamesriver.on.ca/wp-content/uploads/PlanningRegulations/application\\_for\\_consent.pdf](http://thamesriver.on.ca/wp-content/uploads/PlanningRegulations/application_for_consent.pdf)
- The associated permit review fee (to be confirmed based on final proposal). The 2023 UTRCA fee schedule is available on our website at:  
<https://thamesriver.on.ca/wp-content/uploads/UTRCA2023-section-28-permit-fees.pdf>
- Site plan and construction drawings, including cross-sections;
- Grading plans;
- Floodproofing details, to the extent possible, prepared by a qualified professional;
- Sediment and erosion control plans;
- Contingency plans; and,
- Details on any fill to be imported or exported from the site.

Should the City decide to pursue the proposed works, please contact a regulations officer at the UTRCA to confirm the above-noted permit requirements prior to preparing an application submission.

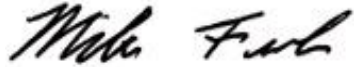
### **SUMMARY:**

In closing, UTRCA policies would accommodate the currently proposed repairs to the Thames Pool through our permit process, as described by City of London staff through pre-consultation discussions. However, we would like to reiterate that the current location of the pool is subject to significant flood risk. As such, the UTRCA **strongly recommends** that the City explore options to decommission and/or relocate the pool to a location outside of the floodplain.

As indicated, the subject lands are regulated by the UTRCA due to the presence of riverine flooding and erosion hazards associated with the South Thames River. Prior to establishing any form of new development or site alteration on these lands within the regulated area (including filling, grading, construction and/or alteration to a watercourse), we remind the City to contact UTRCA staff as a Section 28 permit will be required.

We look forward to supporting the City on the preferred alternative for the facility. If you have any questions regarding this information or would like to proceed with submitting a complete application package, please contact the undersigned.

Yours truly,  
UPPER THAMES RIVER CONSERVATION AUTHORITY



Michael Funk  
*Land Use Regulations Officer*









Enclosure: Regulation Limit mapping (please print on legal size paper to ensure accurate scales)

- c.c. - Lynda Stewart, City of London (via email – [lstewart@london.ca](mailto:lstewart@london.ca))  
- Jessica Schnaithmann, UTRCA (via email – [schnaithmannj@thamesriver.on.ca](mailto:schnaithmannj@thamesriver.on.ca))  
- Jenna Allain, UTRCA (via email – [allainj@thamesriver.on.ca](mailto:allainj@thamesriver.on.ca))

# Regulated Areas

Regulation under s.28 of the *Conservation Authorities Act*  
 Development, interference with wetlands, and alterations to shorelines and watercourses. O.Reg 157/06, 97/04.

## Legend

-  UTRCA Watershed (2017 LiDAR)
-  Assessment Parcel (MPAC)
- Watercourse (UTRCA)
  -  Open
  -  Tiled
-  Regulated Wetland
-  Flooding Hazard Limit
-  Erosion Hazard Limit
-  Regulation Limit 2021



The mapping is for information screening purposes only, and shows the approximate regulation limits. The text of Ontario Regulation 157/06 supersedes the mapping as represented by this data layer. This mapping is subject to change. A site specific determination may be made by the UTRCA.

This layer is the approximate limit for areas regulated under Ontario Regulation 157/06 - Upper Thames River Conservation Authority: Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, which came into effect May 4, 2006.

The UTRCA disclaims explicitly any warranty, representation or guarantee as to the content, sequence, accuracy, timeliness, fitness for a particular purpose, merchantability or completeness of any of the data depicted and provided herein.

The UTRCA assumes no liability for any errors, omissions or inaccuracies in the information provided herein and further assumes no liability for any decisions made or actions taken or not taken by any person in reliance upon the information and data furnished hereunder.

This map is not a substitute for professional advice. Please contact UTRCA staff for any changes, updates and amendments to the information provided.

This document is not a Plan of Survey.

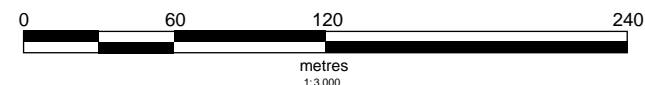
Sources: Base data, Aerial Photography used under licence with the Ontario Ministry of Northern Development, Mines, Natural Resources and Forestry Copyright © Queen's Printer for Ontario; City of London.

Notes:  
 15 Ridout Street South, London - Thames Park

Created By: MF May 29, 2023

\* Please note: Any reference to scale on this map is only appropriate when it is printed landscape on legal-sized (8.5" x 11") paper.

277



**UPPER THAMES RIVER**  
 CONSERVATION AUTHORITY  
 Copyright ©2023 UTRCA.

**From:** Mike B

**Sent:** Thursday, July 13, 2023 10:46 PM

**To:** Franke, Skylar <sfranke@london.ca>

**Cc:** CPSC <cpsc@london.ca>

**Subject:** [EXTERNAL] please add my email to the public agenda please add my email to the public agenda

Hi all,

Option 2 sound like a good idea... this pool is almost 100 years old and is part of our heritage... it should be fixed.. I don't understand why this is even a issue.... We waste millions on far less useful things...

Thanks,

Mike Boyle  
30 Grand Ave  
London, N6C1K8

Dear Ward 11 City Councillor Skylar Franke, London City Council members, and Community and Protective Services Committee,

I am writing to ask for your support in saving Thames Park Pool by voting in favour of conducting necessary repairs.

As a resident of Wortley Village, I can not emphasize enough how much this pool means to my family and the community in Old South, the Core, and beyond. It's not just a recreational facility, which in itself is important. It is also an accessible community space multiple generations have enjoyed and will enjoy if Thames Pool is maintained.

Despite the increase in cost, there is currently no alternative to Thames Pool within walking distance to the Core and Old South. Regardless of how long Thames Pool will be operational in the long-run, in the short term, and until a permanent sustainable solution has been established, we need Thames Pool to be operational for the reasons outlined above.

\$2-2.3 million is not an outrageous amount to spend on repairing Thames Pool. Compared to the amount of taxpayer money spent on other projects, e.g. \$200 million in 2023 road work projects, it's a drop in the bucket with a high return in value for London's community.

Thank you for your time and consideration, and feel free to add my email to the public agenda.

Best,  
Dee Keilholz  
*57 Wortley Road*  
*London, ON N6C 3N9*

# Animal Welfare Community Advisory Committee

## Report

The 7th Meeting of the Animal Welfare Community Advisory Committee  
July 6, 2023

Attendance W. Brown (Chair), M. Blosch, K. Coulter, A. Hames, G. Leckie, M. Toplack and K. Mason (Committee Clerk)

ABSENT: H. Duhamel

REMOTE ATTENDANCE: W. Jeffery, M. McBride, B. Westlake-Power

The meeting was called the order at 3:07 PM, it being noted that W. Brown, M. Blosch, K. Coulter, G. Leckie and M. Toplack were in remote attendance.

### 1. Call to Order

#### 1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Scheduled Items

None.

### 3. Consent

#### 3.1 6th Report of the Animal Welfare Community Advisory Committee

That it BE NOTED that the 6th Report of the Animal Welfare Community Advisory Committee, from its meeting held on June 1, 2023, was received.

#### 3.2 Notice of Planning Application - Zoning By-Law Change - New Comprehensive Zoning By-Law - ReThink Zoning

That the Civic Administration BE REQUESTED to provide the Animal Welfare Community Advisory Committee with an update on zoning for zoos and mobile zoos, at its next meeting;

it being noted that the Notice of Planning Application, dated June 14, 2023, from the ReThink Zoning Project Team, related to Zoning By-law Changes for the New Comprehensive Zoning By-law - ReThink Zoning, was received.

### 4. Sub-Committees and Working Groups

None.

### 5. Items for Discussion

#### 5.1 Clear Your Gear Update

That the Clear Your Gear Update BE DEFERRED to the next Animal Welfare Community Advisory Committee meeting.

#### 5.2 Yard Waste Collection - Bird Friendly Practices for Migratory and Nesting Birds



That the Civic Administration BE REQUESTED to attend the next Animal Welfare Community Advisory Committee meeting to update the committee on Green Week, including but not limited to the following, as it may impact migratory and nesting birds:

- a) how they plan yard waste schedules;
- b) what the process is for determining the schedule; and,
- c) is it possible to look at different times or days for Green Week.

### 5.3 Fireworks

That it BE NOTED that the Animal Welfare Community Advisory Committee (AWCAC) will submit a formal recommendation to the Public Participation Meeting – Meeting of the Community and Protective Services Committee – Fireworks By-Law PW-11 Amendments, regarding AWCAC's concerns on the effects of fireworks.

### 5.4 Goldfish Brochure

That it BE NOTED that the verbal update from W. Brown, with respect to the Goldfish Brochure, was received.

### 5.5 Bird Friendly Tape Distribution Update

That it BE NOTED that the Animal Welfare Community Advisory Committee (AWCAC) heard a verbal update from W. Brown and M. Blosch with respect to Bird Friendly Tape Distribution, it being further noted that AWCAC held a general discussion with respect to this matter.

## 6. **Adjournment**

The meeting adjourned at 4:10 PM.