



Council Agenda Including Addeds

17th Meeting of City Council

October 17, 2023

1:00 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.

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 councilagenda@london.ca or 519-661-2489 ext. 2425.

Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**
 - 4.1 **Personal Matters / Identifiable Individuals**

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Arts" Category (6.1/15/CPSC)
 - 4.2 **Personal Matters / Identifiable Individuals**

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Age Friendly" Category. (6.2/15/CPSC)
 - 4.3 **Personal Matters / Identifiable Individuals**

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Sports" Category. (6.3/15/CPSC)
 - 4.4 **Education/Training Session**

A matter pertaining to the education and training of Council Members by the Integrity Commissioner for the City of London which does not deal with any matter in a way that materially advances the business or decision-making of the Council or Standing Committee. (6.1/24/SPPC)
 - 4.5 **Solicitor-Client Privileged Advice / Litigation/Potential Litigation**

A matter pertaining to advice that is subject to solicitor-client privilege,

including communications necessary for that purpose from the solicitor and officers or employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals related to 689 Oxford Street West at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/16/PEC)

4.6 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of office space by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/17/CSC)

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

5.1 15th Meeting Held on September 26, 2023 7

5.2 16th Special Meeting Held on October 5, 2023 56

6. Communications and Petitions

6.1 1236 Southdale Road (Z-9634)

Refer to the Planning and Environment Committee Stage for Consideration with Item #5 (3.3) of the 16th Report of the Planning and Environment Committee)

1. Project Fact Sheet - Siv-ik Planning/Design 68

6.2 50 King Street and 399 Ridout Street (OZ-9622)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #7 (3.5) of the 16th Report of the Planning and Environment Committee)

1. A. Pappmehl 70

2. P. Linardic 72

3. S. Bentley 73

4. A.M. Valastro 75

5. J. Donnelly 77

6. (ADDED) Councillor Franke 81

7. (ADDED) N. Z. Tausky 83

6.3 Urban Design Peer Review Panel

(Refer to the Planning and Environment Committee Stage for Consideration with Item #8 (4.1) of the 16th Report of the Planning and Environment Committee)

| | | |
|-----------|--|-----|
| 1. | D. Parkes, Urban Design Peer Review Panel | 85 |
| 2. | M. Ruth, Tillmann Ruth Robinson Architects | 87 |
| 3. | A. Wilson, Fanshawe College | 88 |
| 4. | <i>(ADDED) B. Wilcox</i> | 90 |
| 5. | <i>(ADDED) J. Zaifman, London Home Builders' Association</i> | 91 |
| 6. | <i>(ADDED) S. Miller</i> | 92 |
| 7. | <i>(ADDED) Councillors Franke and Hopkins</i> | 93 |
| 8. | <i>(ADDED) S. Bentley</i> | 95 |
| 9. | <i>(ADDED) A.M. Valastro</i> | 96 |
| 6.4 | <i>(ADDED) Deferred Matter List</i> | |
| | (Refer to the Planning and Environment Committee Stage for Consideration with Item #9 (5.1) of the 16th Report of the Planning and Environment Committee) | |
| 1. | <i>(ADDED) J. Zaifman</i> | 97 |
| 7. | Motions of Which Notice is Given | |
| 8. | Reports | |
| 8.1 | 15th Report of the Community and Protective Services Committee | 98 |
| 1. | Disclosures of Pecuniary Interest | |
| 2. | (2.1) 9th Report of the Animal Welfare Community Advisory Committee | |
| 3. | (2.2) Capital Needs at City of London Golf Courses | |
| 4. | (2.3) Canada-Ontario Community Housing Initiative and Ontario Priorities Housing Initiative Approval of Ontario Transfer Payment Agreement (Relates to Bill No. 371) | |
| 5. | (4.1) Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System | |
| 8.2 | 14th Report of the Civic Works Committee | 102 |
| 1. | Disclosures of Pecuniary Interest | |
| 2. | (2.1) Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation | |
| 3. | (2.2) SS-2023-232 Single Source Purchase Hydro Excavator | |
| 4. | (2.3) SS-2023-247 Single Source Contract Snow Plow Blade Parts | |
| 5. | (4.1) Joining the Smart Commute Program (Relates to Bill No. | |

| | | |
|-----|---|-----|
| 8.3 | 24th Report of the Special Strategic Priorities and Policy Committee | 105 |
| | 1. Disclosures of Pecuniary Interest | |
| 8.4 | 25th Report of the Strategic Priorities and Policy Committee | 106 |
| | 1. Disclosures of Pecuniary Interest | |
| | 2. (2.1) City of London Strategic Financial Framework | |
| | 3. (2.2) Core Area Ambassador Pilot Program Review | |
| | 4. (2.3) 6th Report of the Governance Working Group (Relates to Bill No. 375) | |
| | 5. (4.1) 2023 Corporate Asset Management Plan | |
| | 6. (4.2) Consideration of Appointments to the London Transit Commission | |
| | 7. (4.3) Lobbyist Registrar | |
| | 8. (4.4) Establishing Homes Ontario | |
| 8.5 | 16th Report of the Planning and Environment Committee | 112 |
| | 1. Disclosures of Pecuniary Interest | |
| | 2. (2.1) Delegation of Authority - Part Lot Control (Relates to Bill No. 374) | |
| | 3. (3.1) 10th Report of the Ecological Community Advisory Committee | |
| | 4. (3.2) 3480 Morgan Avenue (OZ-9100 / 39T-22503) (Relates to Bill No. 377) | |
| | 5. (3.3) 1236 Southdale Road East (Z-9634) (Relates to Bill No. 378) | |
| | 6. (3.4) Amendment to Increase Additional Residential Unit Permissions (OZ-9651) (Relates to Bills No. 372 and 379) | |
| | 7. (3.5) 50 King Street and 399 Ridout Street (OZ-9622) (Relates to Bills No. 373 and 380) | |
| | 8. (4.1) Urban Design Peer Review Panel | |
| | 9. (5.1) Deferred Matters List | |
| 8.6 | 17th Report of the Corporate Services Committee | 123 |
| | 1. Disclosures of Pecuniary Interest | |
| | 2. (2.1) City of London's Credit Rating | |
| | 3. (2.2) 2023 Mid-Year Operating Budget Monitoring Report | |

4. (2.3) 2023 Mid-Year Capital Budget Monitoring Report
5. (2.4) SS-2023-252 New Fibre Network Service Installation for Fire Station No. 15
6. (4.1) Budweiser Gardens Proposed Expansion - Additional Information and Proposed Amending Agreement (Relates to Bill No. 369)
7. (4.2) Application - Issuance of Proclamation - National Day of Awareness (Economic Abuse Awareness Day)
8. (4.3) Application - Issuance of Proclamation - Turkish Republic Day

9. Added Reports

- 9.1 14th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

By-laws to be read a first, second and third time:

- | | | |
|------|---|-----|
| 13.1 | Bill No. 368 By-law No. A.- _____ - _____ A by-law to confirm the proceedings of the Council Meeting held on the 17th day of October, 2023. (City Clerk) | 130 |
| 13.2 | Bill No. 369 By-law No. A.- _____ - _____ A by-law to authorize and approve an Amending Agreement with respect to the Participatory Occupancy Lease for Budweiser Gardens and to authorize the Mayor and the City Clerk to execute the Amending Agreement. (4.1b/17/CSC) | 131 |
| 13.3 | Bill No. 370 By-law No. A.- _____ - _____ A by-law to authorize and approve a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (4.1/14/CWC) | 155 |
| 13.4 | Bill No. 371 By-law No. A.- _____ - _____ A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/15/CPSC) | 182 |
| 13.5 | Bill No. 372 By-law No. C.P.-1512()-_____ A by-law to amend The Official Plan for the City of London, 2016 | 311 |

| | | |
|-------|--|-----|
| | relating to Policy 942 (3.4a/16/PEC) | |
| 13.6 | Bill No. 373 By-law No. C.P.-1512()-____ A by-law to amend The Official Plan for the City of London, 2016 relating to 50 King Street & 399 Ridout Street North (3.5a/16/PEC) | 313 |
| 13.7 | Bill No. 374 By-law No. CP-17-23_____ A bylaw to amend By-law CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act” to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act. (2.1/16/PEC) | 317 |
| 13.8 | Bill No. 375 By-law No. CPOL.-401()-____ A by-law to amend By-law No. CPOL.-401-173 being “Electronic Participation of Council Members at Council and Standing Committee Meetings” to repeal and replace Schedule “A”. (2.3/25/SPPC) | 320 |
| 13.9 | Bill No. 376 By-law No. L.S.P.-____-____ A by-law to designate 1350 Wharncliffe Road South to be of cultural heritage value or interest. (2.3/13/PEC) | 323 |
| 13.10 | Bill No. 377 By-law No. Z.-1-23_____ A bylaw to amend By-law No. Z.-1 to rezone lands located at 3480 Morgan Avenue (3.2b/16/PEC) | 327 |
| 13.11 | Bill No. 378 By-law No. Z.-1-23_____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1236 Southdale Road East (3.3/16/PEC) | 331 |
| 13.12 | Bill No. 379 By-law No. Z.-1-23_____ A by-law to amend By-law No. Z.-1 to adjust Section 4.37, Provision 2 (3.4b/16/PEC) | 333 |
| 13.13 | Bill No. 380 By-law No. Z.-1-23_____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 50 King Street & 399 Ridout Street North (3.5b/16/PEC) | 334 |

14. Adjournment



Council Minutes

15th Meeting of City Council
September 26, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, M. Butlin, S. Corman, K. Dickins, S. Mathers, H. McNeely, J. Paradis, K. Scherr, M. Schulthess, J. Taylor, B. Westlake-Power

Remote attendance: M. Barnes, E. Bennett, B. Card, M. Goldrup, B. Warner

The meeting is called to order at 1:03 PM; it being noted that the following were in remote attendance Councillors P. Van Meerbergen, S. Hillier and Councillors E. Pelozza (after 4:01 PM) and D. Ferreira (after 4:01 PM).

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

His Worship the Mayor Recognizes City of London Employees who have achieved 25 years of service during 2023.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: P. Cuddy

Seconded by: H. McAlister

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/16/CSC)

4.2 Litigation/Potential Litigation/Solicitor-Client Privilege/Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same

A matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that

purpose; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. (6.1/13/CWC)

4.3 Personal Matters / Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to a personal matter about an identifiable individual, including municipal or local board employees, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to appointments to the London Hydro Board of Directors. (6.1/22/SPPC)

4.4 Personal Matters/Identifiable Individuals

A matter pertaining to an identifiable individual(s). (6.2/22/SPPC)

4.5 Personal Matters/Identifiable Individuals

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.3/22/SPPC)

4.6 Personal Matters/Identifiable Individuals

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.1/15/PEC)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

The Council convenes, In Closed Session, from 1:19 PM to 2:00 PM.

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

5.1 14th Meeting held on August 29, 2023

Motion made by: P. Cuddy

Seconded by: S. Lehman

That the Minutes of the 14th Meeting held on August 29, 2023, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: E. Pelozza

Seconded by: H. McAlister

That the following communications BE RECEIVED and BE REFERRED as noted on the Added Agenda:

- 6.1 Vehicle for Hire By-law - Amendments/Information Report;
- 6.2 Council Resolution - Housing Accelerator Fund;
- 6.3 176 Piccadilly Street;
- 6.4 1364 - 1408 Hyde Park Road (OZ - 9635)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

- 8.1 16th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 16th Report of the Corporate Services Committee, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

- 1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

- 2. (2.1) Contingencies/Stabilization and Risk Management Reserve Fund Rationalization Report (Relates to Bill No.'s 335, 336, 337, 338 and 339)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the Contingencies/Stabilization and Risk Management Reserve Fund Rationalization Report BE RECEIVED for information; noting that reserve fund targets established in accordance with the authority provided to the City Treasurer in the Council approved Reserve and Reserve Fund Policy are presented in Appendix "B";
- b) the Contingencies/Stabilization and Risk Management Reserve Funds to be maintained, listed in Appendix "B", BE APPROVED;
- c) the Contingencies/Stabilization and Risk Management Reserve Fund proposed by-laws as appended to the staff report dated September 11, 2023 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023; and,

d) the Civic Administration BE AUTHORIZED to take all actions necessary to implement the changes outlined in the report.

Motion Passed

3. (2.2) Capital Asset Growth Reserve Fund Rationalization Report (Relates to Bill No.'s 340 and 341)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the Capital Asset Growth Reserve Fund Rationalization Report BE RECEIVED for information; noting that reserve fund targets established in accordance with the authority provided to the City Treasurer in the Council approved Reserve and Reserve Fund Policy are presented in Appendix "B";
- b) the Capital Asset Growth Reserve Funds to be maintained, listed in Appendix "B", BE APPROVED;
- c) the Capital Asset Growth Reserve Fund proposed by-laws appended to the staff report dated September 11, 2023 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023; and,
- d) the Civic Administration BE AUTHORIZED to take all actions necessary to implement the changes outlined in the report.

Motion Passed

4. (2.3) SS-2023-215 - Facilities Maintenance and Operations Single Source Refrigeration Services Provider

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the single source procurement of a Refrigeration Service provider:

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, the Civic Administration BE AUTHORIZED to enter negotiations with CIMCO Refrigeration for pricing for a single source contract for one (1) year with one (1) option year for renewal to provide refrigeration services for the City of London arenas;
- b) the approval in a) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with CIMCO Refrigeration to provide preventive maintenance service and repairs to the City arena refrigeration plants; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above.

Motion Passed

5. (2.4) RFP 2023-124 Consultant Services for City of London Vacancy Residential Property Study Award – Irregular Result

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to Request for Proposal (RFP) 2023-124 for Consultant Services for City of London Vacant Residential Property Study:

- a) the proposal for consultant services, submitted by Ernst and Young (EY), 100 Adelaide Street West, Toronto, Ontario, M5K 1J7 BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- c) the approval hereby given BE CONDITIONAL upon the City of London (The Corporation) entering a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

6. (2.5) 2022 Annual Reporting of Lease Financing Agreements

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2022 Annual Report of Lease Financing Agreements BE RECEIVED for information.

Motion Passed

7. (2.6) Council Policy Review - Flags at City Hall and Illumination of City of London Buildings and Amenities (Relates to Bill No.'s 346 and 347)

Motion made by: S. Lewis

That, on the recommendation of the City Clerk, the following actions be taken:

- a) the proposed by-law as appended to the staff report dated September 11, 2023 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting on September 26, 2023 to amend CPOL.-114-366 being "Flags at City Hall" to repeal and replace Schedule "A", and;
- b) the proposed by-law as appended to the staff report dated September 11, 2023 as Appendix 'B' BE INTRODUCED at the Municipal Council meeting on September 26, 2023 to amend CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" to repeal and replace Schedule "A".

Motion Passed

8. (4.1) Application - Issuance of Proclamation - Probus Month

Motion made by: S. Lewis

That based on the application dated August 15, 2023 from Probus Clubs of London; Probus Club of North London; Probus Club of South London; Mens Probus Club of London, Womens Probus Club of London, the month of October 2023 BE PROCLAIMED Probus Month.

Motion Passed

9. (4.2) Application - Issuance of Proclamation - Sikh Genocide Awareness Week

Motion made by: S. Lewis

That based on the application dated August 16, 2023 from the London Sikh Society, November 1 - 8, 2023 BE PROCLAIMED Sikh Genocide Awareness Week.

Motion Passed

10. (4.3) Application - Issuance of Proclamation - Sikh Heritage Month

Motion made by: S. Lewis

That based on the application dated August 7, 2023 from Guru Nanak Mission Society, April 2024 BE PROCLAIMED Sikh Heritage Month.

Motion Passed

11. (4.4) Application - Issuance of Proclamation - National British Home Child Day

Motion made by: S. Lewis

That based on the application dated August 15, 2023 from Home Child Canada, September 28, 2023 BE PROCLAIMED National British Home Child Day.

Motion Passed

8.2 14th Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 14th Report of the Community and Protective Services Committee, BE APPROVED, excluding Item 5 (4.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 5th Report of the Accessibility Community Advisory Committee

Motion made by: E. Pelosa

That the 5th Report of the Accessibility Community Advisory Committee, from its meeting held on August 24, 2023, BE RECEIVED.

Motion Passed

3. (3.1) Business Licensing By-law Amendment to Schedule 2 Adult Entertainment Body-Rub Parlour - 609 Clarke Road (Relates to Bill No. 348)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the revised proposed by-law appended to the staff report dated September 12, 2023 BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to amend By-law No. L.-131-16, being "A by-law to provide for the Licensing and Regulation of Various Businesses" to reduce the number of Adult Entertainment Body-rub Parlour Owner licences authorized under this By-law from six (6) to five (5) and to delete "Map 6 – 609 Clarke Road" from Schedule 2A of the By-law;

it being pointed out that M. Walker made a verbal presentation at the public participation meeting held in conjunction with this matter. (2023-C01)

Motion Passed

4. (3.2) Vehicle for Hire By-law - Amendments/Information Report (Relates to Bill No. 349)

Motion made by: E. Pelosa

That the following actions be taken with respect to the staff report, dated September 12, 2023, related to the Vehicle for Hire By-law:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to amend By-law No. L.-130-71, being the Vehicle for Hire By-law, including increasing the vehicle age limit requirements of all zero emission vehicles and hybrid gas-electric vehicles and accessible vehicles;

b) the above-noted staff report BE RECEIVED; and,

c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to: increasing the age of gas powered vehicles in service from 10 to 12 years, report back on concerns of increasing the age

limit requirements of all zero emission vehicles, hybrid gas-electric vehicles and accessible vehicles from 12 years to 15 years and other concerns raised during the public participation meeting (ie. vehicle inspection frequency, the consideration of forming a vehicle for hire task force and an environmental scan of other municipalities related to vehicle inspection frequency, including a specific inspection schedule directly related to age of vehicle and all regulations related to the age of a vehicle;

it being noted that the communication, as appended to the Added Agenda, from K. Al Tarhuni, Mygreen Taxi, with respect to this matter, was received;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- G. Tabidi;
- F. Bander;
- K. Al Tarhuni;
- M. Abbasey;
- H. Savehilaghi;
- Paul;
- M. Wni; and,
- Y. Fekre. (2023-C01)

Motion Passed

6. (5.1) Request for Funding for Soil Remediation - Vision SoHo (West Block)

Motion made by: E. Pelosa

That the following actions be taken with respect to the request from members of the Vision SOHO Alliance for funding for soil remediation; it being noted that a conditional grant of \$13,876,000 was approved by Council on August 3, 2022 for the Vision SOHO Alliance to provide up to 400 affordable housing units:

a) an increase to the conditional grant BE APPROVED, with the amount of such increase to be determined by the Deputy City Manager, Planning and Economic Development and not to exceed \$3,900,000 and the approval of the increase is subject to the following conditions:

- i) the members of the Vision SOHO Alliance, working with the Deputy City Manager, Planning and Economic Development or designate to establish a final value and volume for the removal and disposal of unsuitable soils at the Zerine Development Corporation, The Chelsea Green Home Society, Homes Unlimited (London) Inc. and London Affordable Housing Foundation development sites;
- ii) the submission and approval of updated proformas from members of the Vision SOHO Alliance;
- iii) the members of the Vision SOHO Alliance commit to filling up to 50 additional units from the City's waiting lists;
- iv) the members of the Vision SOHO Alliance providing all engineering reports and/or technical analysis related to the removal and disposal of unsuitable soils for review and acceptance by the City; and,
- v) the provision of a strategy for the distribution of the funding and additional waitlist units between the Vision SOHO members;

b) subject to the conditions above, the Deputy City Manager, Planning and Economic Development BE AUTHORIZED to enter

into the previously approved Contribution Agreements with the affected members of the Vision SOHO Alliance and once the amount of the increase to the grant is determined, amend the Contribution Agreements to support the increased conditional grant as the Deputy City Manager, Planning and Economic Development deems appropriate;

c) the source of financing for this request BE APPROVED as capital project SH3000 (Municipal Housing Division's approved Roadmap to 3,000 Units funding), noting that Finance Supports confirms there is sufficient budget in this capital project to support this request, and also support the original \$13,876,000 grant, as noted in clause a), above;

it being noted that the communication, dated August 24, 2023, from G. Playford, with respect to this matter, was received. (2023-E05)

Motion Passed

5. (4.1) Community and Neighbourhood Safety and Security Concerns
Options for Agencies, Staff, Volunteers and those Accessing
Services

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated September 12, 2023, related to Options to Address Safety and Security Concerns:

a) the above-noted staff report BE RECEIVED;

b) a one-time funding allocation of up to \$174,210 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 BE AUTHORIZED AND APPROVED;

c) the additional programs identified to support safety and security in the Old East Village area, including additional Coordinated Informed Response programming and street cleaning to be accommodated within existing Housing Stability Services budgets BE ENDORSED;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,

e) detailed services and cost breakdown for the one-time funding of \$174,210 BE PROVIDED prior to the Municipal Council meeting of September 26, 2023;

it being noted that the Community and Protective Services Committee received communications from the following individuals with respect to this matter:

- M. McMahon, Thames Valley Family Health Team;
- D. Wiseman, London Health Sciences Centre;
- B. Mitchell and L. Sibley, Canadian Mental Health Association;
- C. Lazenby, Unity Project;
- J. DeActis, The Salvation Army Centre of Hope;
- S. Courtice, London InterCommunity Health Centre;
- M. McIntosh, Regional HIV/AIDS Connection; and,
- Sister M. Ritchie, Sisters of St. Joseph. (2023-S14)

Motion made by: H. McAlister

Seconded by: D. Ferreira

That part c) of the clause BE AMENDED to read as follows:

"c) the additional programs identified to support safety and security in hotspot service request areas, including additional Coordinated Informed Response programming and street cleaning to be accommodated within existing Housing Stability Services budgets BE ENDORSED;"

Yeas: (8): H. McAlister, S. Lewis, J. Pribil, S. Trosow, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (7): Mayor J. Morgan, P. Cuddy, S. Stevenson, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (8 to 7)

Motion made by: E. Pelozza

Seconded by: D. Ferreira

That Item 5 (4.1), as amended, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): S. Hillier

Motion Passed (14 to 1)

That Item 5 (4.1) as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated September 12, 2023, related to Options to Address Safety and Security Concerns:

a) the above-noted staff report BE RECEIVED;

b) a one-time funding allocation of up to \$174,210 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 BE AUTHORIZED AND APPROVED;

c) the additional programs identified to support safety and security in hotspot service request areas, including additional Coordinated Informed Response programming and street cleaning to be accommodated within existing Housing Stability Services budgets BE ENDORSED;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,

e) detailed services and cost breakdown for the one-time funding of \$174,210 BE PROVIDED prior to the Municipal Council meeting of September 26, 2023;

it being noted that the Community and Protective Services Committee received communications from the following individuals with respect to this matter:

- M. McMahan, Thames Valley Family Health Team;
- D. Wiseman, London Health Sciences Centre;

- B. Mitchell and L. Sibley, Canadian Mental Health Association;
- C. Lazenby, Unity Project;
- J. DeActis, The Salvation Army Centre of Hope;
- S. Courtice, London InterCommunity Health Centre;
- M. McIntosh, Regional HIV/AIDS Connection; and,
- Sister M. Ritchie, Sisters of St. Joseph. (2023-S14)

8.3 13th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 13th Report of the Civic Works Committee, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2024 Stormwater Management Remediation Project - Consultant Award

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated September 12, 2023, related to the 2024 Stormwater Management Remediation Project Consultant Award:

a) AECOM Canada Ltd. BE APPOINTED consulting engineers in the amount of \$125,345.00, including contingency (excluding HST), in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;

b) the financing for the project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E03)

Motion Passed

3. (2.2) RFT-2023-224 Removal and Management of Hazardous & Special Products

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated September 12, 2023, related to the Request for Tender (RFT-2023-144) for the Removal and Management of Hazardous and Special Products:

- a) the tender submitted by GFL Environmental Services Inc., 203 Lottridge Street, Hamilton, Ontario, L8L 6W1, for Removal and Management of Hazardous and Special Products BE ACCEPTED at their tendered unit rates including the optional additional unit rates (excluding HST) listed in Appendix A; it being noted that this is being reported as an irregular tender result as per the Procurement of Goods and Services Policy Section 8.10 (a) as the annual estimated net cost of approximately \$360,000.00 (net of Producer Responsibility Organization funding) of the lowest compliant tender exceeds the 2023 Council approved budget amount for this service;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work; and,
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or having a purchase order, or contract record relating to the subject matter of this approval. (2023-E05)

Motion Passed

4. (2.3) SS-2023-233 Single Source Purchase of Cured In Place Pipe (CIPP) Lining Trailer

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated September 12, 2023, related to SS-2023-233 Single Source Purchase of Cured in Place Pipe (CIPP) Lining Trailer:

- a) approval BE GIVEN to execute a single source purchase as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) the single source negotiated price BE ACCEPTED to purchase one 2024 Bravo Aluminum Star Cargo Trailer for a total estimated price of \$108,099.83 (excluding HST), from Bluewater Trailer Sales Ltd., 940 Wright Street, Strathroy ON N7G 3H8;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the financing for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-E09)

Motion Passed

5. (4.1) 9th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 9th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on August 16, 2023:

- a) the ~~attached~~ presentation, with respect to the Mobility Master Plan, BE RECEIVED by the Civic Works Committee for their consideration; and,
- b) the London Transit Commission BE REQUESTED to provide the following information to the Integrated Transportation Community Advisory Committee:
 - i) provision of transit services;
 - ii) current Service Plan (Conventional and Special);
 - iii) criteria of provision of transit services in new subdivisions;
 - iv) areas and subdivisions in London where no transit services are available;
 - v) zero emission bus fleet implementation and rollout plan;
 - vi) when Londoners may see the first group of zero emission buses on the roads; and,
 - vii) how many buses and which routes will be used in the pilot project; and,
- c) clauses 1.1, 3.1, 3.2, 3.3 and 3.4 BE APPROVED.
it being noted that the delegation request from R. Buchal with respect to this matter, was received.

Motion Passed

8.4 22nd Report of the Strategic Priorities and Policy Committee

At 2:42 PM, His Worship Mayor Morgan places Councillor S. Lehman in the Chair.

At 2:45 PM, His Worship Mayor Morgan resumes the Chair.

At 2:46 PM, His Worship Mayor Morgan places Councillor S. Lehman in the Chair.

At 2:48 PM, His Worship Mayor Morgan resumes the Chair.

Motion made by: S. Lewis

That the 22nd Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 10 (5.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.3) 4th Report of the Governance Working Group

Motion made by: S. Lewis

That the following actions be taken with respect to the 4th Report of the Governance Working Group from its meeting held on August 28, 2023: a) the City Clerk BE DIRECTED to undertake the following with respect to the Electronic (Remote) Participation of Members of Council at Council and Standing Committee Meetings: i) report back to the next Governance Working Group with an additional draft policy that incorporates additional edits, including the following:

A) the requirement to have cameras active; B) specific requirements for confidential participation including cameras and headset usage; C) clarification of the expectation for voting Members to attend meetings in person, rather than remote participation; requirement for voting Members to provide advance notice to the City Clerk and Chair of the committee, including reasons for remote participation; D) consideration of a threshold for in person attendance at meetings;

ii) a draft administrative policy, for the information of Council, with respect to the participation of staff and the public for hybrid meetings; b) the matter of a Ward Boundary Review BE REFERRED back to the Civic Administration in order to report back to a special meeting of the Governance Working Group, to be scheduled the week of September 11, with respect to a revised Terms of Reference to support the various options, as outlined in the report dated August 28, 2023, including consideration of future growth with the intent that any ward boundary changes will be relevant for the next three elections, inclusive of student population data and additional data points that may be applicable, as well as additional detail related to deliverables; c) clauses 1.1 and 5.1 BE RECEIVED for information.

Motion

Motion Passed

3. (2.4) 6th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 6th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee, from its meeting held on August 10, 2023 BE RECEIVED for information.

Motion Passed

4. (2.5) Education and Training Session Special Meeting

Motion made by: S. Lewis

That, the following actions be taken with respect to an education and training session with the Integrity Commissioner for the City of London:

a) that pursuant to section 2.6 of the Council Procedure By-law, a change in meeting location from Council Chambers to the Civic Gardens Complex on September 28, 2023 from 10:00 AM to 2:00 PM BE APPROVED; and

b) that the Municipal Council convene In Closed Session pursuant to s.239(3.1) of the Municipal Act, 2001 for the specific purpose of Council Member training and education by the Integrity Commissioner for the Corporation of the City of London, on September 28, 2023, at the location and time noted in clause a).

Motion Passed

5. (2.6) London's Approved Housing Accelerator Fund

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the report BE RECEIVED for information.

Motion Passed

6. (4.1) City Manager, Recruitment and Selection Process

Motion made by: S. Lewis

That, in consultation with the Mayor, and on the recommendation of the Deputy City Manager, Enterprise Supports and Director, People Services, the following actions be taken with respect to the City Manager recruitment and selection process:

a) the staff reported dated September 19, 2023, related to the City Manager recruitment and selection process, BE RECEIVED for information;

b) the Recruitment and Selection Plan for the new City Manager contained in the above-noted report, BE ENDORSED; and

c) that the following Council Members BE APPOINTED to the Recruitment and Selection Committee:

Councillor Lewis
Councillor Rahman
Councillor Pribil
Councillor Stevenson
Councillor Lehman
Mayor Morgan

it being noted that the Strategic Priorities and Policy Committee will be interviewing candidates before Council endorsement.

Motion Passed

7. (4.2) Consideration of Appointment to the London and Middlesex Community Housing Board of Directors (Requires 1 Member)

Motion made by: S. Lewis

That the following actions be taken with respect to the appointment to the London and Middlesex Community Housing Board of Directors:

a) Kathleen Savoy BE APPOINTED to the London and Middlesex Community Housing Board of Directors as a Second Class Tenant Member for the term ending December 31, 2024; and,

b) the ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to ratify and confirm the Resolution of the Shareholder of the London and Middlesex Community Housing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated September 1, 2023 from Councillor H. McAlister, Board of Directors, London and Middlesex Community Housing with respect to this matter.

Motion Passed

8. (2.1) Development Charge Exemptions and Discounts

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports the following actions be taken:

a) the report, entitled, 'Development Charge Exemptions and Discounts BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to incorporate funding requirements associated with statutory development charge exemptions and discounts into the 2024-2027 Multi-Year Budget, it being noted that adjustments may be made through the Annual Budget Update process as more experience is gained, including adjusting for any Provincial funding should it be received; and

c) the Mayor and Councillor Hopkins will continue advocacy on this matter through both AMO and OBCM.

it being noted that the communication as appended to the Added Agenda, from C. Butler, with respect to this matter, was received.

Motion Passed

9. (2.2) Municipal Accommodation Tax - Tourism London Annual Report

Motion made by: S. Lewis

That on the recommendation of the Deputy City Manager, Planning and Economic Developments, Tourism London's report on the expenditures of Municipal Accommodation Tax revenues BE RECEIVED for information.

Motion Passed

11. (5.2) Proposed London Hydro and Newco Affiliate

Motion made by: S. Lewis

That, on the recommendation of the City Manager with the concurrence of the Deputy City Manager, Finance Supports and the Deputy City Manager, Legal Services, the following actions be taken:

a) the report dated September 19, 2023, titled "Proposed London Hydro and Newco Affiliate" BE RECEIVED; and,

b) no further steps BE TAKEN with respect to the incorporation of a retail affiliate for London Hydro Inc.

Motion Passed

12. (5.3) 5th Report of the Governance Working Group

Motion made by: S. Lewis

That the following actions be taken with respect to the 5th Report of the Governance Working Group from its meeting held on September 11, 2023:

a) the following actions be taken with respect to the 2023 Ward Boundary Review Process:

- i) the report dated September 11, 2023, entitled “2023 Ward Boundary Review Process – Terms of Reference”, BE RECEIVED for information;
 - ii) the Civic Administration BE DIRECTED to bring forward the amended Terms of Reference, with the inclusion of a target to strive for no greater than 15% population variance and consideration of ward naming conventions, for adoption at the October 17, 2023 Council meeting;
 - iii) the Civic Administration BE DIRECTED to undertake a competitive procurement process to retain an independent third-party consultant to initiate Option 1 as the preferred option of Municipal Council and under the adopted Terms of Reference for the City of London;
 - iv) that matters regarding governance and compensation be referred back to a future Governance Working Group (GWG), as related to deferred items; Remuneration of Elected Officials and Appointed Citizen Members, Training and Onboarding Process for New Council, Selection Process Policy for Appointing Members to Committees, Civic Boards, and Commissions (as it relates to Council), and it being noted that as previously directed by GWG Chair Lewis & Vice Chair Franke have been collecting data on workloads and council job description reflecting the workload, as appended to the agenda, for further deliberation and discussion; and
- b) clause 1.1 BE RECEIVED for information.

Motion Passed

13. (5.4) 7th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 7th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on September 14, 2023 BE RECEIVED.

Motion Passed

10. (5.1) Consideration of Appointments to the London Hydro Board of Directors (Requires 2 Members) (Relates to Bill No. 343)

Motion made by: S. Lewis

That the following actions be taken with respect to appointments to the London Hydro Board of Directors:

a) Tim Watson and Tracy Gustafson BE APPOINTED to the London Hydro Board of Directors as First Class Members for the term ending the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024; and,

b) the ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to ratify and confirm the Resolution of the Shareholder of London Hydro Inc.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and A. Hopkins

Motion Passed (12 to 3)

Motion made by: S. Stevenson

Seconded by: S. Trosow

That Item 10 (5.1), Consideration of Appointments to the London Hydro Board of Directors, BE REFERRED back to the Strategic Priorities and Policy Committee for consideration.

Yeas: (4): S. Stevenson, J. Pribil, S. Trosow, and A. Hopkins

Nays: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Failed (4 to 11)

Motion made by: S. Franke

Seconded by: E. Pelozza

That the question now be put - with respect to the referral motion on the floor.

Yeas: (11): H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (4): Mayor J. Morgan, S. Stevenson, J. Pribil, and S. Trosow

Motion Passed (11 to 4)

Motion made by: S. Stevenson

With respect to the Chair's decision that Councillor S. Stevenson cannot further speak to this matter, shall the ruling of the Chair BE SUSTAINED?

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (4): S. Stevenson, J. Pribil, S. Trosow, and A. Hopkins

Motion Passed (11 to 4)

8.5 14th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 14th Report of the Planning and Environment Committee, BE APPROVED, excluding Item 8 (3.4).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Building Division Monthly Report - May 2023

Motion made by: S. Lehman

That the Building Division monthly report for the month of May, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

3. (2.2) Building Division Monthly Report - June 2023

Motion made by: S. Lehman

That the Building Division monthly report for the month of June, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

4. (2.3) 9th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the 9th Report of the Ecological Community Advisory Committee BE RECEIVED for information. (2023-C04)

Motion Passed

5. (3.1) 2908 Dundas Street (Z-9627) (Relates to Bill No. 358)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 2908 Dundas Street Holdings Inc., relating to the property located at 2908 Dundas Street, the proposed by-law appended to the staff report dated September 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Light Industrial (h-17*LI1) Zone TO a Holding Light industrial Special Provision (h-17*LI1/LI6(_)) Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- A. Richards, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Light Industrial Place Type and Key Directions; and,
- the recommended amendment facilitates the development of industrial lands within the Built Area Boundary with an appropriate form of development; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

6. (3.2) 447 Ashland Avenue (SPA23-074)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Extendicare, relating to the property located at 447 Ashland Avenue (1156 Dundas Street):

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval by Extendicare, relating to the property located at 447 Ashland Avenue (1156 Dundas Street) to permit a new continuum-of-care facility:

- i) enquiring what the plan is for the empty field on Gleason Street; and,
- ii) enquiring what is proposed for the McCormick Factory as it is decaying and an eyesore; and,

b) the Approval Authority BE ADVISED that the Municipal Council supports issuing the Site Plan Application by Extendicare, relating to the property located at 447 Ashland Avenue (1156 Dundas Street);

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- E. Wittman, GSP Group; and,
- L. Longhurst;

it being further noted that the Municipal Council approves this application for the following reasons:

- the proposed Site Plan is consistent with the Provincial Policy Statement 2020, which directs growth to settlement areas and enhancing main streets;
- the proposed Site Plan conforms to The Official Plan for the City of London 216 – The London Plan and the McCormick’s Secondary Plan including but not limited to the policies of the mid-rise residential designation;
- the proposed Site Plan complies with the regulations of the Z.-1 Zoning By-law; and,
- the proposed Site Plan meets the requirements of the Site Plan Control Area By-law; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

7. (3.3) 1992 Fanshawe Park Road West (TZ-9636) (Relates to Bill No. 359)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Southside Construction Management Ltd., relating to the property located at 1992 Fanshawe Park Road West, the proposed by-law appended to the staff report dated September 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), by extending the Temporary Use (T-45) Zone for a period not exceeding three (3) years;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- T. Whitney, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan and the Farmland Place Type policies; and,
- the recommended temporary use provides the portion of the subject property used for the golf driving range the opportunity reverted back to agricultural use should the lands be required for that purpose; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance,

taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

9. (4.1) Council Resolution - Housing Accelerator Fund

Motion made by: S. Lehman

That clause b) of the Municipal Council resolution adopted at its meeting held on August 29, 2023, with respect to the Housing Accelerator Fund BE DEFERRED to a future Planning and Environment Committee meeting.

Motion Passed

8. (3.4) 1515 Trossacks Avenue (Z-9632) (Relates to Bill No. 360)

Motion made by: S. Lehman

That, the following actions be taken with respect to the application by Daniel Boyer c/o Polocorp Inc., relating to the property located at 1515 Trossacks Avenue:

a) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R9 (R9-3*H21) TO a Residential R9 Special Provision (R9-3()*H21) Zone; and,

b) the Site Plan Approval Authority BE REQUESTED to consider the following item through the site plan process:

i) fencing and/or landscaping be provided along the perimeter of the site to ensure adequate buffering is maintained between the subject lands and adjacent residential properties;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- G. Saini, Polocorp Inc.;
- C. Melo;
- M. Zemes; and,
- E. Cartwright;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance,

taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): A. Hopkins

Motion Passed (14 to 1)

Motion made by: A. Hopkins
Seconded by: S. Franke

That part b) of clause 3.4 BE AMENDED by adding the following part ii):

“ii) increased capacity in the underground parking;”

Yeas: (7): H. McAlister, C. Rahman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Nays: (8): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, and S. Hillier

Motion Failed (7 to 8)

8.6 15th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 15th Report of the Planning and Environment Committee, BE APPROVED, excluding Items 3 (3.2), 6 (3.5) and 7 (3.6).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (3.1) 1588 Clarke Road

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the demolition request for the heritage listed property located at 1588 Clarke Road:

a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the built resources on the property;

- b) the property located at 1588 Clarke Road BE REMOVED from the Register of Cultural Heritage Resources; and,
- c) the property owner BE ENCOURAGED to commemorate the historic contributions of the Tackabury family in the future development of this property;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Haasen, Sifton Properties Limited;
- L. Tackabury;
- G. Tackabury;
- C. de Hart; and,
- B. Johnson;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

4. (3.3) 3030 Singleton Avenue (Z-9640) (Relates to Bill No. 361)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Schlegel Villages Incorporated, relating to the property located at 3030 Singleton Avenue, the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R5/R6/R7 (R5-5/R6-5/R7*D100*H30) Zone TO a Residential R5/R6/R7 Special Provision (R5-5/R6-5/ R7()*D100*H30) Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- B. Rosser, on behalf of Schlegel Villages Incorporated;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates an appropriate land use within a new development in the Built Area Boundary; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

5. (3.4) 1208 Fanshawe Park Road East (Z-9539) (Relates to Bill No. 362)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Masar Development Inc. (c/o Abdul Zaro), relating to the property located at 1208 Fanshawe Park Road East:

- a) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-14) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) ensure consent to injure or remove boundary trees is provided by the applicant;
 - ii) additional tree plantings will be required to compensate for loss of trees;
 - iii) relocate and screen the garbage collection pad away from the shared amenity space and consider providing private outdoor amenity space at the rear of Building B;
 - iv) retain the walkways from each stacked-townhouse unit entrance to Fanshawe Park Road East,
 - v) consider consolidating walkways to minimize impermeable surfaces and provide a wider shared walkway connection to the sidewalk along Fanshawe Park Road East;
 - vi) screen any surface parking exposed to a public street with enhanced all-season landscaping, including low landscape walls, shrubs, and street trees;
 - vii) provide additional landscaping or other measures to mitigate noise and lights from Fanshawe Park Road for the basement units located within Building A; and,
 - viii) include short-term public bicycle parking in the development;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a communication dated September 15, 2023 from E. Kane;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- J. McGuffin, Monteith Brown Planning Consultants;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site

and the surrounding neighbourhood; and,

- the recommended amendment facilitates an infill development on an underutilized site and provides a broader range and mix of housing options within the area; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion Passed

8. (5.1) 10th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That, the following actions be taken with respect to the 10th Report of the Community Advisory Committee on Planning, from its meeting held on September 13, 2023:

a) the following actions be taken with respect to the Notice of Planning Application and Public Meeting, dated September 5, 2023, from B. Coveney, Planner, with respect to Official Plan and Zoning By-law Amendments related to Increasing the Number of Additional Residential Units to Permit Four Units as-of-right, City-Wide:

- i) the Planner BE ADVISED that that the Community Advisory Committee on Planning (CACP) is supportive of the Official Plan and Zoning By-law Amendments, recognizing that Accessory Dwelling Units (ADUs) are a form of gentle density that help improve housing supply while maintaining the character of heritage neighbourhoods;
- ii) the Planner BE ADVISED that the CACP recommends that definition of height in the Zoning By-Law for accessory buildings serving as ADUs be made more flexible as to not disincentivize any particular architectural roof styles (especially gable and hip roofs) versus flat roofs; and,
- iii) the comments of the CACP, herein, BE FORWARDED to the Planner on the ADU file and to the Planning and Environment Committee in advance of their scheduled public participation meeting and to appropriate Planner for ReThink Zoning; it being noted that the above-noted Notice of Planning Application and Public Meeting was received; and,

b) clauses 1.1, 3.1 to 3.3, inclusive, 3.5, 4.1, 5.1 to 5.3, inclusive, and clause 6.1 BE RECEIVED for information;

it being acknowledged that any and all oral and written submissions from the public, related to this application has been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.

Motion Passed

3. (3.2) 176 Piccadilly Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the property located at 176 Piccadilly Street BE REMOVED from the Register of Cultural Heritage Resources;

it being pointed out that no action be taken with respect to the communication dated September 15, 2023 from A.M. Valastro, with respect to this matter;

it being noted that no individuals spoke at the public participation meeting associated with this matter;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

Motion Passed (14 to 1)

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the Council recess at this time, for 20 minutes.

Motion Passed

That Council recesses at 3:38 PM and reconvenes at 4:01 PM.

6. (3.5) 3234-3274 Wonderland Road South (Z-9618) (Relates to Bill No. 363)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Southside Construction Management Ltd., relating to a portion of the property located at 3234-3274 Wonderland Road South:

- a) consistent with Policy 43_1 of The London Plan, a portion of the subject lands, 3234 and 3274 Wonderland Road South, BE INTERPRETED to be located within the Shopping Area Place Type;
- b) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Associated Shopping Area Special Provision (ASA8(17)) Zone and a holding Light Industrial (h-17*LI1/LI7) TO an Associated Shopping Area Special Provision (ASA8(_)) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) ensure all landscaping fronting Wonderland Road S is designed and installed to create a strong built edge with a minimum depth of

between 4.0 - 6.0 metres south of the proposed Wonderland Road South access, and that the enhanced landscaped area contemplate a forecourt element to accommodate parking spaces that are located immediately abutting the built edge landscape feature, which also provides for a pedestrian-oriented streetscape and an active street frontage, and the integration of a future Pad (Pad 10) that can be phased in over the life of the plan.

- ii) ensure there is a robust pedestrian network throughout the site, linking the primary building entrances to each other and internal walkways through the parking lot with all crossing connected directly to sidewalks;
- iii) locate the principal building entrances and transparent windows to face the public right-of-way to reinforce the public realm, establish an active frontage and provide for convenient pedestrian access;
- iv) provide individual unit entrances with walkways leading to the public sidewalks on Wonderland Road South;
- v) provide a minimum 40% of glazing along the intersection of the Wonderland Rd South and Bradley Ave facades;
- vi) reduce the amount of asphalt provided to the minimum amount required and provide additional landscaping to assist with stormwater management and reduce the heat island effect; and,
- vii) ensure the Transportation Impact Study has been updated to the satisfaction of the Transportation Division;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- H. Froussios, Zelinka Priamo Ltd.; and,
- K. Mazzone, Tesla Canada;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages long-term economic prosperity to be supported by promoting opportunities for economic development and community investment-readiness (1.7.1.(a));
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Shopping Area Place Type policies;
- the recommended amendment conforms to the Wonderland Road Community Enterprise Corridor policies in the Southwest Area Plan (SWAP); and,
- the recommended amendment facilitates the development of a vacant site within the Built-Area Boundary with an appropriate form of development;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion made by: S. Franke

Seconded by: A. Hopkins

That part c), BE AMENDED to read as follows:

"c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

- i) ensure all landscaping fronting Wonderland Road South is designed and installed to create a strong built edge with a minimum depth of between 4.0 - 6.0 metres south of the proposed

Wonderland Road South access, and that the enhanced landscaped area contemplate a forecourt element to accommodate parking spaces that are located immediately abutting the built edge landscape feature, which also provides for a pedestrian-oriented streetscape and an active street frontage, and the integration of a future Pad (Pad 10) that can be phased in over the life of the plan.

ii) ensure there is a robust pedestrian network throughout the site, linking the primary building entrances to each other and internal walkways through the parking lot with all crossings connected directly to sidewalks;

iii) locate the principal building entrances and transparent windows to face the public right-of-way to reinforce the public realm, establish an 220 7 active frontage and provide for convenient pedestrian access;

iv) provide individual unit entrances with walkways leading to the public sidewalks on Wonderland Road South;

v) provide a minimum 40% of glazing along the intersection of the Wonderland Road South and Bradley Avenue facades;

vi) reduce the amount of asphalt provided to the minimum amount required and provide additional landscaping to assist with stormwater management and reduce the heat island effect;

vii) exceeding the minimum tree planting requirements;

viii) further investigate the ability to install low impact development (LID) features within the site; and,

ix) ensure the Transportation Impact Study has been updated to the satisfaction of the Transportation Division;

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Nays: (2): S. Stevenson, and P. Van Meerbergen

Motion Passed (13 to 2)

Motion made by: S. Lehman

Seconded by: P. Cuddy

That part b) of Item 6 (clause 3.5) BE AMENDED to read as follows:

"That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Southside Construction Management Ltd., relating to a portion of the property located at 3234-3274 Wonderland Road South:

b) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Associated Shopping Area Special Provision (ASA8(17)) Zone and a holding Light Industrial (h-17*LI1/LI7) TO an Associated Shopping Area Special Provision (ASA8(_)) Zone;

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: S. Stevenson

That item 6 (3.5), as amended, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Item 6 (3.5), as amended, reads as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Southside Construction Management Ltd., relating to a portion of the property located at 3234-3274 Wonderland Road South:

- a) consistent with Policy 43_1 of The London Plan, a portion of the subject lands, 3234 and 3274 Wonderland Road South, BE INTERPRETED to be located within the Shopping Area Place Type;
- b) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Associated Shopping Area Special Provision (ASA8(17)) Zone and a holding Light Industrial (h-17*LI1/LI7) TO an Associated Shopping Area Special Provision (ASA8(_)) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) ensure all landscaping fronting Wonderland Road South is designed and installed to create a strong built edge with a minimum depth of between 4.0 - 6.0 metres south of the proposed Wonderland Road South access, and that the enhanced landscaped area contemplate a forecourt element to accommodate parking spaces that are located immediately abutting the built edge landscape feature, which also provides for a pedestrian-oriented streetscape and an active street frontage, and the integration of a future Pad (Pad 10) that can be phased in over the life of the plan;
 - ii) ensure there is a robust pedestrian network throughout the site, linking the primary building entrances to each other and internal walkways through the parking lot with all crossing connected directly to sidewalks;
 - iii) locate the principal building entrances and transparent windows to face the public right-of-way to reinforce the public realm, establish a 220 7 active frontage and provide for convenient pedestrian access;
 - iv) provide individual unit entrances with walkways leading to the public sidewalks on Wonderland Road South;
 - v) provide a minimum 40% of glazing along the intersection of the

Wonderland Road South and Bradley Avenue facades;
vi) reduce the amount of asphalt provided to the minimum amount required and provide additional landscaping to assist with stormwater management and reduce the heat island effect;
vii) exceeding the minimum tree planting requirements;
viii) further investigate the ability to install low impact development (LID) features within the site; and,
ix) ensure the Transportation Impact Study has been updated to the satisfaction of the Transportation Division;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- H. Froussios, Zelinka Priamo Ltd.; and,
- K. Mazzone, Tesla Canada;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages long-term economic prosperity to be supported by promoting opportunities for economic development and community investment-readiness (1.7.1.(a));
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Shopping Area Place Type policies;
- the recommended amendment conforms to the Wonderland Road Community Enterprise Corridor policies in the Southwest Area Plan (SWAP); and,
- the recommended amendment facilitates the development of a vacant site within the Built-Area Boundary with an appropriate form of development;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

7. (3.6) 1364-1408 Hyde Park Road (OZ-9635) (Relates to Bill No.'s 344 and 364)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by the City of London, relating to the property located at 1364-1408 Hyde Park Road:

- a) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend the Official Plan for the City of London, 2016, to create a new specific policy area for the subject lands within the Neighbourhoods Place Type;
- b) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Special Provision R9 Residential (R9-7(_)) and Open Space (OS1 and OS5) Zones;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issue through the site plan process:

i) include short-term public bicycle parking in the development;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- the staff presentation; and,
- the project brief from J. Smolarek, Siv-ik Planning/Design;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- J. Smolarek, Siv-ik Planning/Design; and,
- M. Wallace, London Development Institute;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Our Tools; and,
- the recommended amendment facilitates the development of housing on a greenfield site within a residential area; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Motion made by: C. Rahman

Seconded by: P. Cuddy

That Item 7 (3.6), BE AMENDED, by adding the following new part c) ii) as follows:

"ii) an increase to parking on-site in the development;"

Yeas: (8): Mayor J. Morgan, P. Cuddy, S. Stevenson, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (7): H. McAlister, S. Lewis, J. Pribil, S. Trosow, S. Franke, E. Pelozza, and D. Ferreira

Motion Passed (8 to 7)

Motion made by: S. Lehman

Seconded by: S. Lewis

Item 7 (clause 3.6), as amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (2): S. Trosow, and D. Ferreira

Motion Passed (13 to 2)

Item 7 (clause 3.6), as amended, reads as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by the City of London, relating to the property located at 1364-1408 Hyde Park Road:

a) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend the Official Plan for the City of London, 2016, to create a new specific policy area for the subject lands within the Neighbourhoods Place Type;

b) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Special Provision R9 Residential (R9-7(_)) and Open Space (OS1 and OS5) Zones;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issue through the site plan process:

- i) include short-term public bicycle parking in the development;
- ii) an increase to parking on-site in the development;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- the staff presentation; and,
- the project brief from J. Smolarek, Siv-ik Planning/Design;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- J. Smolarek, Siv-ik Planning/Design; and,
- M. Wallace, London Development Institute;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Our Tools; and,
- the recommended amendment facilitates the development of housing on a greenfield site within a residential area; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

9. Added Reports

9.1 13th Report of Council in Closed Session

Motion made by: J. Pribil

1. Property Acquisition – 1241 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and

Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 1241 Wellington Road South, further described as Lot 4, Plan 880, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0016 (LT). Part Block A, RP 653 and Part Lot 24, Concession 2, designated as Part 1 on Plan 33R-11797, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0198 (LT) containing an area of approximately 23,958 square feet, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Cenovus Energy Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$852,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix "C"; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

Motion Passed (14 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Van Meerbergen

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No.'s 334 to 364, excluding Bill No.'s 343 and 360, and including the revised Bill No. 363, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins

Seconded by: S. Lehman

That Second Reading of Bill No.'s 334 to 364, excluding Bill No.'s 343 and 360, and including the revised Bill No. 363, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: H. McAlister

Seconded by: S. Stevenson

That Third Reading and Enactment of Bill No.'s 334 to 364, excluding Bill No.'s 343 and 360, and including the revised Bill No. 363, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Motion made by: C. Rahman

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No. 343, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and A. Hopkins

Motion Passed (12 to 3)

At 4:50 PM, Councillor D. Ferreira leaves the meeting.

Motion made by: C. Rahman

Seconded by: S. Lehman

That Second Reading of Bill No. 343, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and A. Hopkins

Absent: (1): D. Ferreira

Motion Passed (11 to 3)

Motion made by: P. Cuddy

Seconded by: C. Rahman

That Third Reading and Enactment of Bill No. 343, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (3): S. Stevenson, S. Trosow, and A. Hopkins

Absent: (1): D. Ferreira

Motion Passed (11 to 3)

Motion made by: S. Stevenson
Seconded by: J. Pribil

That Introduction and First Reading of Bill No. 360, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (1): A. Hopkins

Absent: (1): D. Ferreira

Motion Passed (13 to 1)

Motion made by: P. Cuddy
Seconded by: C. Rahman

That Second Reading of Bill No. 360, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (1): A. Hopkins

Absent: (1): D. Ferreira

Motion Passed (13 to 1)

Motion made by: P. Cuddy
Seconded by: S. Lehman

That Third Reading and Enactment of Bill No. 360, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (1): A. Hopkins

Absent: (1): D. Ferreira

Motion Passed (13 to 1)

Motion made by: C. Rahman
Seconded by: S. Franke

That Introduction and First Reading of Added Bill No. 365, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): D. Ferreira

Motion Passed (13 to 1)

Motion made by: A. Hopkins
Seconded by: S. Lewis

That Second Reading of Added Bill No. 365, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): D. Ferreira

Motion Passed (13 to 1)

Motion made by: A. Hopkins
Seconded by: S. Lehman

That Third Reading and Enactment of Added Bill No. 365, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (1): D. Ferreira

Motion Passed (13 to 1)

The following Bills are enacted as By-laws of The Corporation of the City of London:

| | |
|--------------|--|
| Bill No. 334 | By-law No. A.-8407-256 - A by-law to confirm the proceedings of the Council Meeting held on the 26th day of September, 2023. (City Clerk) |
| Bill No. 335 | By-law No. A.-8408-257 - A by-law to establish the Self Insurance Reserve Fund and to repeal By-law No. A.-5929-208 being "A by-law to establish a reserve fund known as the Self Insurance Reserve Fund". (2.1c/16/CSC) |
| Bill No. 336 | By-law No. A.-8409-258 - A by-law to establish the London Police Service Reserve Fund and to repeal By-Law No. A.-6390-236 being "A by-law to establish the London Police Service Recruitment Reserve Fund". (2.1c/16/CSC) |
| Bill No. 337 | By-law No. A.-8410-259 - A by-law to establish the Debt Substitution Reserve Fund. (2.1c/16/CSC) |
| Bill No. 338 | By-law No. A.-8411-260 - A by-law to establish the Water Debt Substitution Reserve Fund. (2.1c/16/CSC) |
| Bill No. 339 | By-law No. A.-8412-261 - A by-law to establish the Wastewater and Treatment Debt Substitution Reserve Fund. (2.1c/16/CSC) |
| Bill No. 340 | By-law No. A.-8413-262 - A by-law to establish the DC Incentive Program - Property Tax Supported Reserve Fund and to repeal By-law No. A.-7187-343 being "A by-law to establish the Industrial DC Incentive Program Tax-supported Reserve Fund". (2.2c/16/CSC) |
| Bill No. 341 | By-law No. A.-8414-263 - A by-law to repeal By-law No. A.-7191-347, being "A by-law to establish the Commercial DC Incentive Program Reserve Fund"; By-law No. A.-7190-346 being "A by-law to establish the Institutional DC Incentive Reserve Fund"; By-law No. A.-7193-349 being "A by-law to establish the Non-Growth Works Arising from Development Agreements Reserve Fund"; and By-law No. A.-7192-348, being "A by-law to establish the Residential DC Incentive Program Reserve Fund". (2.2c/16/CSC) |
| Bill No. 342 | By-law No. A.-8415-264 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (4.2/22/SPPC) |
| Bill No. 343 | By-law No. A.-8416-265 - A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc. (5.1/22/SPPC) |
| Bill No. 344 | By-law No. C.P.-1512(ch)-266 - A by-law to amend The Official Plan for the City of London, 2016 relating to 1364-1408 Hyde Park Road (3.6a/15/PEC) |
| Bill No. 345 | By-law No. C.P.-1512(ci)-267 - A by-law to amend The Official Plan for the City of London, 2016 relating to 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road (Director of Planning) |
| Bill No. 346 | By-law No. CPOL.-114(f)-268 - A by-law to amend By-law No. CPOL.-114-366 being "Flags at City Hall" to repeal and replace Schedule "A". (2.6a/16/CSC) |

| | |
|--------------|--|
| Bill No. 347 | By-law No. CPOL.-127(c)-269 - A by-law to amend By-law No. CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" to repeal and replace Schedule "A". (2.6b/16/CSC) |
| Bill No. 348 | By-law No. L.-131(i)-270 - A by-law to amend By-law No. L.-131-16, as amended, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses". (3.1/14/CPSC) |
| Bill No. 349 | By-law No. L.-130(e)-271 - A by-law to amend By-law No. L.-130-71, referred to as the Vehicle for Hire By-law, to amend Schedule 2 and Part 1 (3.2/14/CPSC) |
| Bill No. 350 | By-law No. S.-6254-272 - A by-law to assume certain works and services in the City of London. (Westfield Village Estates, Phase 1 – Stage 2, Plan 33M-621) (Deputy City Manager, Environment & Infrastructure) |
| Bill No. 351 | By-law No. S.-6255-273 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Settlement Trail and Pomeroy Lane; as part of Crane Ave; as part of Settlement Trail; as part of Pomeroy Lane; and as part of Tillman Road) (Chief Surveyor – registration of 33M-624 requires 0.3m reserves on abutting plans 33M-494, 33M-562, 33M-621 to be dedicated as public highway for unobstructed legal access through the subdivision) |
| Bill No. 352 | By-law No. S.-6256-274 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Lawson Road; and as part of Reeves Avenue and Elson Road) (Chief Surveyor – registration of 33M-710 requires 0.3m reserves on abutting plans 33M-585 and RP48(C) to be dedicated as public highway for unobstructed legal access through the subdivision) |
| Bill No. 353 | By-law No. S.-6257-275 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Asima Drive) (Chief Surveyor – registration of 33M-699 requires 0.3m reserve on abutting plan 33M-533 to be dedicated as public highway for unobstructed legal access through the subdivision) |
| Bill No. 354 | By-law No. S.-6258-276 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bradley Avenue West) (Chief Surveyor – registration of 33M-661 requires 0.3m reserves on abutting plans 33M-602 and 33M-641 to be dedicated as public highway for unobstructed legal access through the subdivision) |
| Bill No. 355 | By-law No. S.-6259-277 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Pack Road) (Chief Surveyor – development of Block 115 on Plan 33M-742 requires part of 0.3m reserve to be dedicated as public highway for unobstructed legal access through the subdivision) |

| | |
|--------------|--|
| Bill No. 356 | By-law No. S.-6260-278 - A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Sunningdale Road West and Hyde Park Road, north of Sunningdale Road West and west of Hyde Park Road) (Chief Surveyor – for road dedication purposes pursuant to the Sunningdale Road West at Hyde Park Intersection Improvements project) |
| Bill No. 357 | By-law No. W.-5696-279 - A by-law to authorize Fire Station 15 – New Station (Project FS1087) (2.3/7/CPSC) |
| Bill No. 358 | By-law No. Z.-1-233137 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2908 Dundas Street (3.1/14/PEC) |
| Bill No. 359 | By-law No. Z.-1-233138 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1992 Fanshawe Park Road West (3.3/14/PEC) |
| Bill No. 360 | By-law No. Z.-1-233139 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1515 Trossacks Avenue (3.4/14/PEC) |
| Bill No. 361 | By-law No. Z.-1-233140 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3030 Singleton Avenue (3.3/15/PEC) |
| Bill No. 362 | By-law No. Z.-1-233141 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1208 Fanshawe Park Road East (3.4/15/PEC) |
| Bill No. 363 | By-law No. Z.-1-233142 - A by-law to amend By-law No. Z.-1 to rezone portion of the lands located at 3234-3274 Wonderland Road South (3.5/15/PEC) |
| Bill No. 364 | By-law No. Z.-1-233143 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1364-1408 Hyde Park Road (3.6b/15/PEC) |
| Bill No. 365 | By-law No. A.-8417-280 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Cenovus Energy Inc., for the acquisition of the property located at 1241 Wellington Road South, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/16/CSC) |

14. Adjournment

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the Council meeting BE ADJOURNED.

Motion Passed

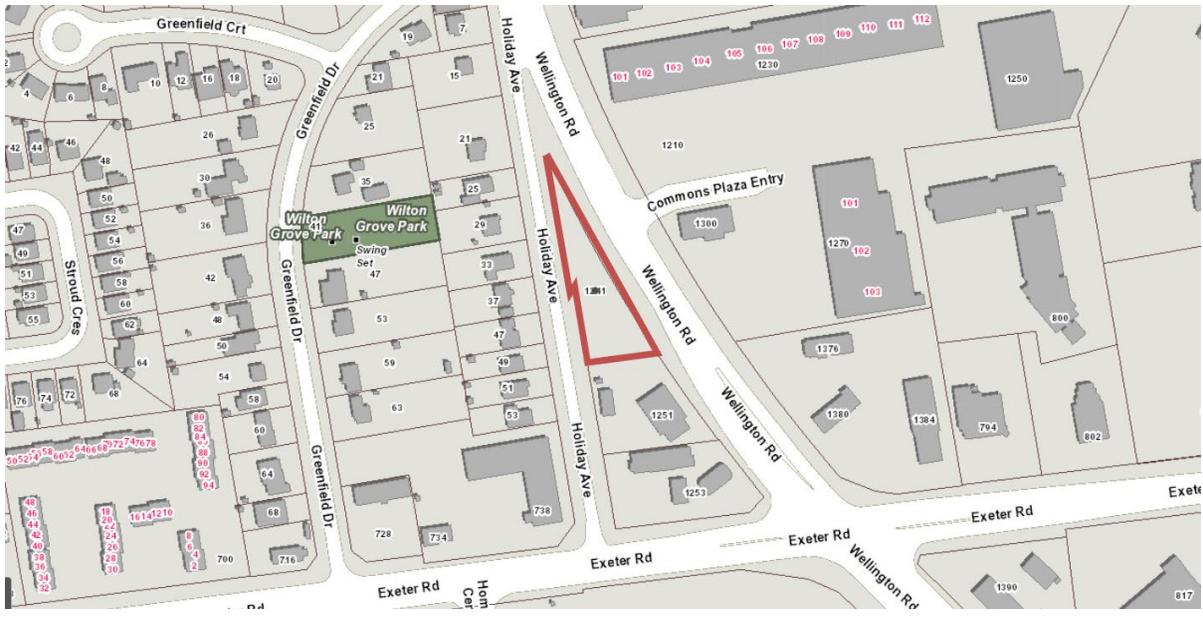
The Council meeting adjourned at 4:55 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix B – Location Map

1241 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: CENOVUS ENERGY INC.

REAL PROPERTY:

Address 1241 Wellington Road, London ON N6E 1M4

Location West side of Wellington Road, North of Exeter Road

Measurements approximately 1,469 m²/ 15,812 ft²

Legal Description: Lot 4, Plan 880, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0016 (LT).

Part Block A, RP 653 and Part Lot 24, Concession 2, designated as Part 1 on 33R-11797, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0198 (LT) (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be EIGHT HUNDRED AND FIFTY-TWO THOUSAND DOLLARS CDN (\$852,000.00) payable as follows:
 - a) a deposit of Two DOLLARS CDN (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Property Sketch
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Permitted Encumbrances
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 29, 2023**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **October 13, 2023**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **January 12, 2024**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** Harmonized Sales Tax (HST) shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. Notwithstanding the foregoing, the Vendor shall not collect HST on closing but shall allow the Purchaser to self-assess and remit HST to the Receiver General in accordance with the Part IX of the *Excise Tax Act* (Canada), as amended from time to time (the "ETA"), so long as the Purchaser delivers to the Vendor on closing a certificate and indemnity as set out below, including verification of its HST registration number issued under the ETA. The Purchaser shall indemnify and save harmless the Vendor from and against any and all HST, fines, penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of the Purchaser's failure to remit any HST or as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with any matter raised in this Section.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement and save and except the permitted encumbrances set out in Schedule "C" (the "Permitted Encumbrances"). If within the specified times referred to in paragraph 6 any valid objection to title is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or

satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the Completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion a certified statement that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
22. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes.
23. **"AS IS WHERE IS":** The Purchaser acknowledges and agrees that the Property is being purchased on an "as is, where is" basis, subject to Permitted Encumbrances. No representation or warranty, either express or implied, has been or will be given by the Vendor as to the title to or the boundaries of the Property, the environmental condition of the Property, soil and subsoil conditions, the zoning and other laws, by-laws, regulations, rules or codes applicable to the Property, the size, quality, quantity, fitness for purpose and/or marketability of the Property, or any other matter or thing affecting or related to the Property or any part thereof or the transaction contemplated hereby. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor. Without limiting the generality of the foregoing, the Vendor shall have no liability in respect of any environmental contamination of the Property, even though such contamination is not detected by the Purchaser or disclosed by the environmental reports (if any) provided by the Vendor or environmental reports (if any) obtained by the Purchaser and is not detected or disclosed until after closing, and the Purchaser hereby releases the Vendor from any claims, now or hereafter, by reason of any environmental contamination of the Property. The provisions of this Section shall survive the closing of the within transaction.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London passed the _____ day of _____

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

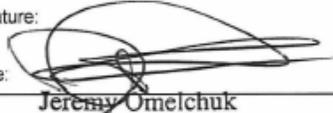
GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 2nd day of August, 2023

SIGNED, SEALED AND DELIVERED
In the Presence of

CENOVUS ENERGY INC.

Signature:

Name:


Jeremy Omelchuk

Title:

Director, Canadian Refined Products

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: _____

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A"



SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4.00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 90 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property on prior written notice to the Vendor and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test. If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
4. **OFFSITE GROUND WELL MONITORING:** The Vendor acknowledges having advised the Ministry of Environment, Conservation and Parks (MECP) that it will continue to monitor existing offsite groundwater monitoring wells every two years until natural attenuation has been achieved (the "Offsite Monitoring"). The Vendor represents and warrants that such Offsite Monitoring shall continue until two successive groundwater sampling events satisfy the applicable Table 3 Site Condition Standards pursuant to O. Reg. 153/04. The Vendor shall provide the Purchaser with copies of any reports generated arising from the Offsite Monitoring, and shall provide the Purchaser with any correspondence from the MECP in relation to the Offsite Monitoring as soon as reasonably practicable. The Vendor shall indemnify and hold the Purchaser harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part as a result of the Vendor's failure to carry out the Offsite Monitoring. This condition shall survive and not merge upon completion of this transaction.
5. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.

SCHEDULE "C"

PERMITTED ENCUMBRANCES

1. Liens for municipal property taxes, local improvement charges or other taxes, assessments or recoveries relating to the Property which are not at the time due.
2. The reservations, limitations, exceptions, provisos and conditions, if any, expressed in any original grants from the Crown.
3. Any registered or unregistered licences, easements, rights-of-way, rights in the nature of easements and agreements with respect thereto which relate to the provision of utilities to the Property in favour of any governmental authority or any private or public utility (including, without limitation, agreements, easements, licences, rights-of-way and interests in the nature of easements for sewers, drains, gas, steam, water mains, electric light and power, or telephone and telegraphic conduits, poles, wires and cables), provided that they will not materially adversely impair the use of the Property for the purposes for which it is presently used or the operation, value or marketability of the Property and provided further that any of the foregoing which are not registered on title have been disclosed to the Purchaser prior to the date of execution of this Agreement.
4. The exceptions, limitations and qualifications in Section 44(1) of the *Land Titles Act* (Ontario) and any amendments thereto, other than paragraphs 3, 5, 8, 11 and 14 thereof, provincial taxes and succession duties, and escheats or forfeitures to the Crown.
5. Registered subdivision agreements, site plan control agreements, servicing or industrial agreements, airport zoning regulations and other similar agreements with governmental authorities affecting the development or use of the Property, provided that there is no breach thereunder, or any breach does not in the aggregate materially and adversely affect the use, operation, value or marketability of the Property, and provided further that the applicable governmental authority confirms that it holds sufficient security to ensure performance of future obligations, if any.
6. Registered cost-sharing, servicing, reciprocal use or other similar agreements, provided there is no default thereunder and provided further that they will not in the aggregate materially adversely impair the use of the Property for the purposes for which it is presently used or the operation, value or marketability of the Property.
7. Minor encroachments by the Property over neighbouring lands and minor encroachments over the Property by improvements of abutting land owners, provided that they will not in the aggregate materially adversely impair the use of the Property for the purposes for which it is presently used or the operation, value or marketability of the Property and provided further that the Vendor has no knowledge of any disputes in respect of same.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#23185

September 11, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 1241 Wellington Road - Wellington Gateway Project
(Subledger LD210072)
RT1430-1B - Wellington Gateway - Land Rapid Transit
Cenovus Energy Inc.

Finance Supports Report on the Sources of Financing:

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

| Estimated Expenditures | Approved Budget | Committed To Date | This Submission | Balance for Future Work |
|---|---------------------|---------------------|------------------|-------------------------|
| Land Purchase | 28,492,900 | 26,145,866 | 895,774 | 1,451,260 |
| Total Expenditures | \$28,492,900 | \$26,145,866 | \$895,774 | \$1,451,260 |
| Sources of Financing | | | | |
| Capital Levy | 3,005,102 | 2,757,564 | 94,476 | 153,062 |
| Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1) | 21,487,798 | 21,487,798 | 0 | 0 |
| Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 1) | 4,000,000 | 1,900,504 | 801,298 | 1,298,198 |
| Total Financing | \$28,492,900 | \$26,145,866 | \$895,774 | \$1,451,260 |

Financial Note:

| | |
|----------------------------|------------------|
| Purchase Cost | \$852,000 |
| Add: Legal Fees | 15,000 |
| Add: Land Transfer Tax | 13,515 |
| Add: HST @13% | 112,710 |
| Less: HST Rebate | -97,451 |
| Total Purchase Cost | \$895,774 |

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager of Financial Planning & Policy

ah



Council Minutes

16th Special Meeting of City Council
October 5, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira

Absent: S. Hillier

Also Present: L. Livingstone, A. Barbon, E. Bennett, C. Cooper, S. Corman, K. Dickins, M. Feldberg, A. Job, P. Ladouceur, S. Mathers, S. Mollon, J. Paradis, M. Schulthess, C. Smith, B. Westlake-Power

Remote Attendance: B. Card, I. Collins, E. Skalski, S. Tatavarti

The meeting is called to order at 1:04 PM; it being noted that Councillors A. Hopkins and P. Van Meerbergen were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

At 1:06 PM, His Worship Mayor J. Morgan places Councillor S. Lewis in the Chair.

Motion made by: Mayor J. Morgan

Seconded by: S. Trosow

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Solicitor Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to a legislative interpretation and for advice about legal liability related to criteria for outcomes of an RFP.

4.2 (Added) Solicitor Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including advice from officers of the Corporation, related to a communication on the added Council meeting agenda.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

The Council convenes, in closed session, at 1:10 PM and reconvenes, in public session, at 1:37 PM.

At 1:38 PM, His Worship Mayor J. Morgan resumes the Chair.

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

None.

6. Communications and Petitions

6.1 Health and Homelessness Whole of Community System Response RFP
2023-199 Hubs Implementation Plan Results

Motion made by: C. Rahman

Seconded by: P. Cuddy

That the Communications BE RECEIVED and BE REFERRED as noted on the Council Added Agenda.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 23rd Special Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That items 1 and 2 BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) September Progress Update - Health and Homelessness Whole of Community System Response

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the September Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information; it being noted that the Strategic Priorities and Policy Committee received a verbal delegation from R. O'Hagan with respect to this matter.

Motion Passed

3. (4.2) Health and Homelessness Whole of Community System Response RFP 2023-199 Hubs Implementation Plan Results (Relates to Bill No. 367)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the award of the contracts for Request for Proposal (RFP) RFP-2023-199 Hubs Implementation Plan: Lead Agencies London's Health & Homelessness Whole of Community System Response as an irregular result, as per City of London Procurement Policy Section 12.2 (c) "Committee and City Council must approve an RFP award with an irregular result greater than \$15,000":

a) a portion of the Request for Proposal 2023-199 BE AWARDED to Atlohsa Family Healing Services Inc. to provide a Hub for an initial two-year commitment at a total estimated operating cost of \$2,118,146 per year and a one-time capital commitment at a total estimated cost of \$1,303,750; with an option to renew operating contracts for up to four (4) additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability:

i. that Civic Administration BE DIRECTED to allocate up to \$4,236,292 for operating for 2024 and 2025 from the Provincial Homeless Prevention Program;

ii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request received to support the Atlohsa Family Healing Services Inc hub in the total estimated amount of up to \$1,303,750 for the provision of the initial hubs implementation;

b) a portion of the Request for Proposal 2023-199 BE AWARDED to Youth Opportunities Unlimited to provide a Hub for an initial two-year commitment at a total estimated operating cost of \$1,317,500 for year 1 and \$1,983,800 for year 2 and a one-time capital commitment at a total estimated cost of \$3,123,550; with an option to renew operating contracts for up to four (4) additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability:

i. that Civic Administration BE DIRECTED to allocate up to \$3,301,300 for operating for 2024 and 2025 from the Provincial Homeless Prevention Program;

ii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request received to support the Youth Opportunities Unlimited hub in the total estimated amount

of up to \$3,123,550 for the provision of the initial hubs implementation;

c) a portion of the Request for Proposal 2023-199 BE AWARDED to Canadian Mental Health Association Thames Valley Addiction and Mental Health Services to provide a hub for an initial two-year commitment at a total estimated operating cost of \$4,056,416 per year and a one-time capital commitment at a total estimated cost of \$538,300; with an option to renew operating contracts for up to four (4) additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability;

i. that Civic Administration BE DIRECTED to allocate up to \$2,851,124 for operating of the Canadian Mental Health Association Thames Valley Addiction and Mental Health Services respite beds for 2024 and 2025 from the Provincial Homeless Prevention Program;

ii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the estimated operating costs of the Canadian Mental Health Association Thames Valley Addiction and Mental Health Services transitional beds for the provision of the initial two (2) year contract term for hubs implementation at an approximate cost of \$5,261,708 pending necessary development and Planning Act approvals;

iii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request received to support the Canadian Mental Health Association Thames Valley Addiction and Mental Health Services hub in the total estimated amount of up to \$538,300 for the provision of the initial hubs implementation;

it being noted that the proposals, outlined in parts a), b) and c) above, submitted by all proponents above, meet the City's requirements and are in compliance with the Procurement of Goods and Services Policy, in accordance with Schedule 1 ~~attached hereto~~ for a total operating and capital investment of up to \$20,616,024;

d) a one-time funding allocation of up to \$1,500,000 from the Social Services Reserve Fund BE APPROVED, if required, should ineligible costs under existing provincial funding sources be identified while finalizing the agency purchase of service contracts and budgets;

e) that Civic Administration BE AUTHORIZED to undertake all administrative acts, including review of sites and support for Planning Act applications to align current or future hub sites with criteria, and any activities associated with additionally requested funding necessary in relation to this project;

f) that the approval given herein BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreement with Youth Opportunities Unlimited, Canadian Mental Health Association Thames Valley Addiction and Mental Health Services and Atlohsa Family Healing Services Inc;

g) that Civic Administration BE DIRECTED to continue to work with the community on the hubs implementation to establish additional opportunities for future procurement of additional spaces;

h) that the annual funding approval noted in a), b) and c) above is SUBJECT TO the availability of funding through the City of London, and/or other funding sources;

i) the ~~attached~~ proposed bylaw (Schedule 2) BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2023 to:

i. authorize the Deputy City Manager, Social and Health Development, or written designate, to approve the Municipal Purchase of Service Agreement between The Corporation of the City of London and each hub provider for the purchase of services to provide and operate three hubs; and,

ii. authorize the Deputy City Manager, Social and Health Development, or written designate, to execute the Municipal Purchase of Service Agreements with each hub provider.

it being further noted that the communications, included on the Added Council Agenda, were received.

ADDITIONAL VOTES:

Motion made by: E. Pelosa
Seconded by: S. Stevenson

That pursuant to section 9.7 of the Council Procedure By-law, the Members of Council BE PERMITTED to speak twice with respect to this matter.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

At 2:49 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 2:54 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Stevenson
Seconded by: P. Cuddy

That the matter of the Health and Homelessness Whole of Community System Response RFP 2023-199 Hubs Implementation Plan Results BE REFERRED back to the Strategic Priorities and Policy Committee meeting to be held on November 21, 2023, in order to consider additional supporting information (including projection data).

Yeas: (4): P. Cuddy, S. Stevenson, J. Pribil, and P. Van Meerbergen

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelosa, and D. Ferreira

Absent: (1): S. Hillier

Motion Failed (4 to 10)

At 3:22 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 3:27 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelosa

Seconded by: S. Trosow

That the Council recess at this time.

Motion Passed

The Council recesses at 3:34 PM and reconvenes at 3:49 PM.

Motion made by: S. Lewis

That part a) of the recommendation BE APPROVED:

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the award of the contracts for Request for Proposal (RFP) RFP-2023-199 Hubs Implementation Plan: Lead Agencies London's Health & Homelessness Whole of Community System Response as an irregular result, as per City of London Procurement Policy Section 12.2 (c) "Committee and City Council must approve an RFP award with an irregular result greater than \$15,000":

a) a portion of the Request for Proposal 2023-199 BE AWARDED to Atlohsa Family Healing Services Inc. to provide a Hub for an initial two-year commitment at a total estimated operating cost of \$2,118,146 per year and a one-time capital commitment at a total estimated cost of \$1,303,750; with an option to renew operating contracts for up to four (4) additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability:

i. that Civic Administration BE DIRECTED to allocate up to \$4,236,292 for operating for 2024 and 2025 from the Provincial Homeless Prevention Program;

ii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request received to support the Atlohsa Family Healing Services Inc hub in the total estimated amount of up to \$1,303,750 for the provision of the initial hubs implementation;

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelosa, and D. Ferreira

Nays: (3): P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: S. Lewis

That part b) of the recommendation BE APPROVED:

b) a portion of the Request for Proposal 2023-199 BE AWARDED to Youth Opportunities Unlimited to provide a Hub for an initial two-year commitment at a total estimated operating cost of \$1,317,500 for year 1 and \$1,983,800 for year 2 and a one-time capital commitment at a total estimated cost of \$3,123,550; with an option to renew operating contracts for up to four (4) additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability:

i. that Civic Administration BE DIRECTED to allocate up to \$3,301,300 for operating for 2024 and 2025 from the Provincial Homeless Prevention Program;

ii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request received to support the Youth Opportunities Unlimited hub in the total estimated amount of up to \$3,123,550 for the provision of the initial hubs implementation;

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (4): P. Cuddy, S. Stevenson, J. Pribil, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (10 to 4)

Motion made by: S. Lewis

That part c) of the recommendation BE APPROVED:

c) a portion of the Request for Proposal 2023-199 BE AWARDED to Canadian Mental Health Association Thames Valley Addiction and Mental Health Services to provide a hub for an initial two-year commitment at a total estimated operating cost of \$4,056,416 per year and a one-time capital commitment at a total estimated cost of \$538,300; with an option to renew operating contracts for up to four (4) additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability;

i. that Civic Administration BE DIRECTED to allocate up to \$2,851,124 for operating of the Canadian Mental Health Association Thames Valley Addiction and Mental Health Services respite beds for 2024 and 2025 from the Provincial Homeless Prevention Program;

ii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the estimated operating costs of the Canadian Mental Health Association Thames Valley Addiction and Mental Health Services transitional beds for the provision of the initial two (2) year contract term for hubs implementation at an approximate cost of \$5,261,708 pending necessary development and Planning Act approvals;

iii. that Civic Administration BE DIRECTED to seek funding from the Fund for Change to fund the capital request received to support the Canadian Mental Health Association Thames Valley Addiction and Mental Health Services hub in the total estimated amount of up to \$538,300 for the provision of the initial hubs implementation;

Yeas: (9): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (5): P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (9 to 5)

Motion made by: S. Lewis

That part d) of the recommendation BE APPROVED:

d) a one-time funding allocation of up to \$1,500,000 from the Social Services Reserve Fund BE APPROVED, if required, should ineligible costs under existing provincial funding sources be identified while finalizing the agency purchase of service contracts and budgets;

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: S. Lewis

That part e) of the recommendation BE APPROVED:

e) that Civic Administration BE AUTHORIZED to undertake all administrative acts, including review of sites and support for Planning Act applications to align current or future hub sites with criteria, and any activities associated with additionally requested funding necessary in relation to this project;

Yeas: (9): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (5): P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (9 to 5)

Motion made by: S. Lewis

That part f) i) of the recommendation BE APPROVED:

f) that the approval given herein BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreement with

i. Youth Opportunities Unlimited;

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: S. Lewis

That part f) ii) of the recommendation BE APPROVED:

ii. Atlohsa Family Healing Services Inc; and

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: S. Lewis

That part f) iii) of the recommendation BE APPROVED:

iii. Canadian Mental Health Association Thames Valley Addiction and Mental Health Services

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (2): C. Rahman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (12 to 2)

Motion made by: S. Lewis

That part g) of the recommendation BE APPROVED:

g) that Civic Administration BE DIRECTED to continue to work with the community on the hubs implementation to establish additional opportunities for future procurement of additional spaces;

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: S. Lewis

That part h) of the recommendation BE APPROVED:

h) that the annual funding approval, noted in a), b) and c) above, is SUBJECT TO the availability of funding through the City of London, and/or other funding sources;

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: S. Lewis

That part i) and the "it being noted" portions of the recommendation, BE APPROVED:

i) the ~~F~~ proposed bylaw (Schedule 2) BE INTRODUCED at the Municipal Council meeting to be held on October 5, 2023 to:

i. authorize the Deputy City Manager, Social and Health Development, or written designate, to approve the Municipal Purchase of Service Agreement between The Corporation of the City of London and each hub provider for the purchase of services to provide and operate three hubs; and,

ii. authorize the Deputy City Manager, Social and Health Development, or written designate, to execute the Municipal Purchase of Service Agreements with each hub provider;

it being noted that the proposals, outlined in parts a), b) and c) above, submitted by all proponents above, meet the City's requirements and are in compliance with the Procurement of Goods and Services Policy, in accordance with Schedule 1 ~~attached hereto~~ for a total operating and capital investment of up to \$20,616,024; and,

it being further noted that the communications, included on the Added Council Agenda, were received.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): P. Cuddy, S. Stevenson, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 3)

9. Added Reports

None.

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

12.1 (ADDED) Councillors S. Stevenson and J. Pribil

That it BE NOTED that pursuant to section 20.2 of the Council Procedure By-law, there was no motion for leave introduced with respect to this matter.

13. By-laws

Motion made by: E. Pelozza

Seconded by: D. Ferreira

That Introduction and First Reading of Bill No. 366, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: S. Lehman
Seconded by: S. Stevenson

That Second Reading of Bill No. 366, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Motion made by: D. Ferreira
Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No. 366, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Motion made by: E. Pelozza
Seconded by: S. Trosow

That Introduction and First Reading of Bill No. 367, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): S. Stevenson, C. Rahman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: S. Trosow
Seconded by: S. Lewis

That Second Reading of Bill No. 367, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (3): S. Stevenson, C. Rahman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: D. Ferreira
Seconded by: H. McAlister

That Third Reading and Enactment of Bill No. 367, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (4): P. Cuddy, S. Stevenson, C. Rahman, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (10 to 4)

The following are enacted as By-laws of The Corporation of the City of London:

| | |
|--------------|--|
| Bill No. 366 | By-law No. A.-8418-281 -- A by-law to confirm the proceedings of the Council Meeting held on the 5th day of October, 2023. (City Clerk) |
| Bill No. 367 | By-law No. A.-8419-282 -- A by-law to authorize the Deputy City Manager, Social and Health Development to approve a Municipal Purchase of Service Agreement with each hub provider for the operation of three hubs. (4.2j/23/SPPC) |

14. Adjournment

Motion made by: S. Franke

Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 4:30 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

1236 SOUTHDALE ROAD E.

PROJECT SUMMARY

www.siv-ik.ca/1236se | **Developer:** Aun Holdings Inc.



Concept At-A-Glance

USE



RESIDENTIAL UNITS

PARKING



VEHICLE SPACES
(16 RESIDENT STALLS AND
2 VISITOR STALLS)

HEIGHT



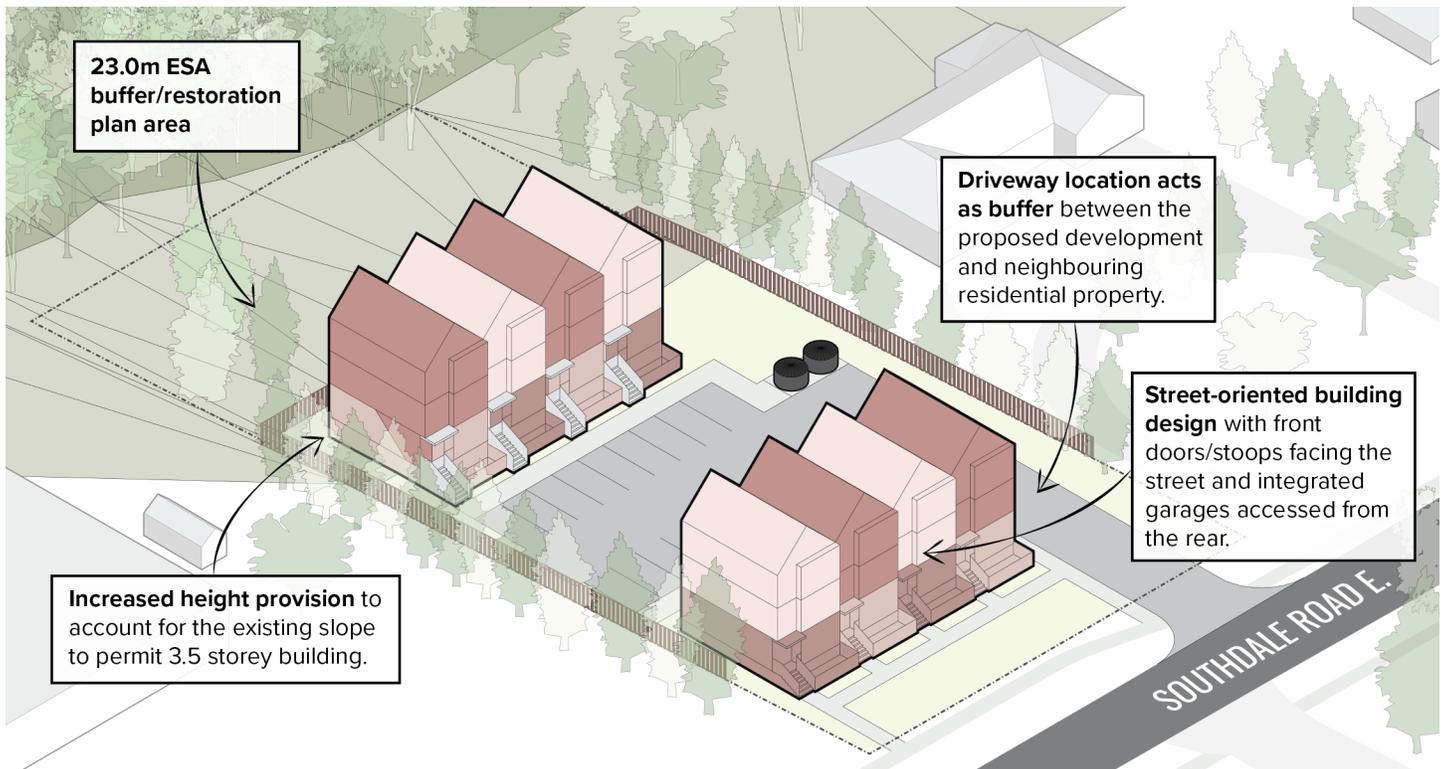
STOREYS
(14.0m)

DENSITY

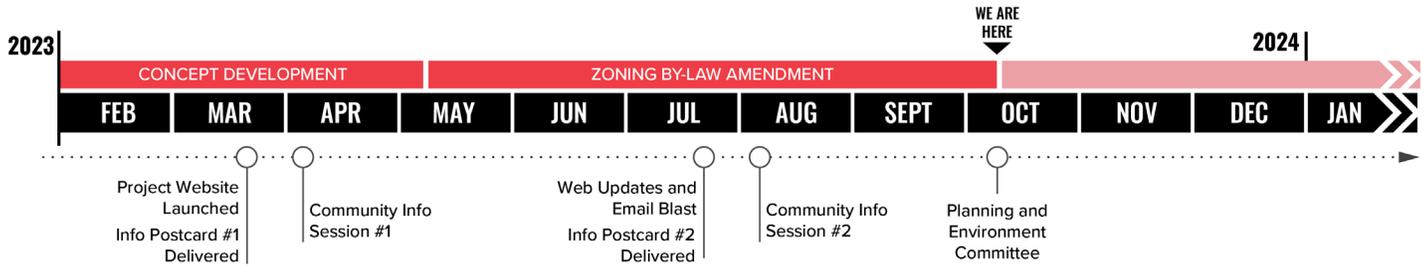


67
**UNITS PER
HECTARE**

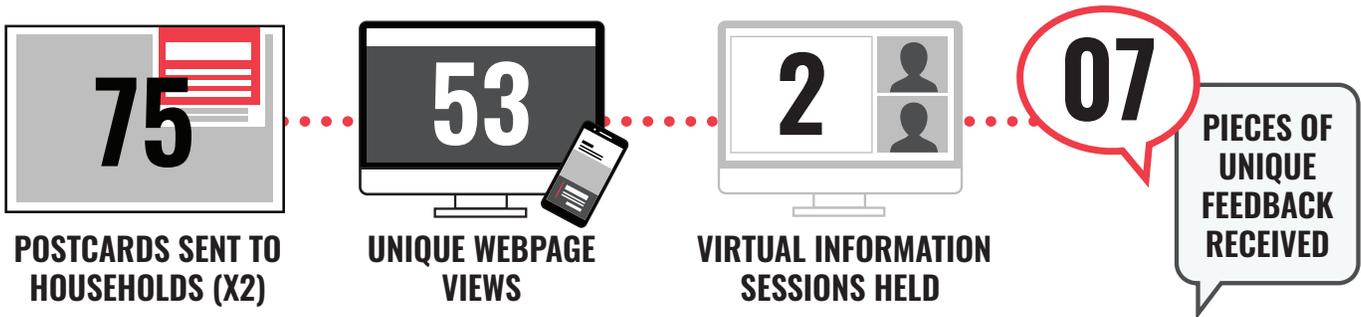
Key Features



Timeline



Community Engagement by the Numbers



*Includes feedback received from the Siv-ik project website feedback form, Virtual Community Information Meeting #1 and #2] and [emails to info@siv-ik.ca]. The count does not include any feedback sent directly to the City.

Key Themes Heard and Our Response

| | |
|--|---|
| <p>Housing Typology</p> <ul style="list-style-type: none"> It is anticipated that the large majority of residential units will be offered at market rate. The specific form of tenure has not been determined at this time and is not regulated by the City of London through the Zoning By-law Amendment process. | <p>Built Form</p> <ul style="list-style-type: none"> The developer has chosen to proceed with a 3-storey development vs. the 6-storey height allowed by the London Plan |
| <p>Traffic</p> <ul style="list-style-type: none"> The proposal represents a form of “gentle density”. Given that Southdale Road E currently accommodates 14,500 vehicle per day in this area, the proposal will not significantly alter existing vehicular volumes. | <p>Environment</p> <ul style="list-style-type: none"> As part of the Site Plan Control process, the developer will be required to provide a plan that ensures proper drainage on site. The scoped EIS that was prepared provides direction on environmental protection and management during the construction process, to mitigate any negative impacts on the Pond Mills ESA. |

From:

Sent: Friday, October 6, 2023 11:43 AM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Objection to York Developments' Request for Official London Plan Amendment and Zoning Bylaw Amendment

Note: I give permission for my letter to be placed on the Council Meeting Agenda.

October 6, 2023

London City Council

City of London

Dear Members of Council,

Re: Objection to York Developments' Request for *Official London Plan Amendment* and *Zoning Bylaw Amendment*

I understand that York Developments is requesting an *Official London Plan Amendment* and a *Zoning Bylaw Amendment* to add two high-rise towers on the historic Middlesex Country Court House property. One proposed tower will be 53-storeys high, the other 43. The current maximum building height is 20 storeys.

It is quite shocking to me that such an amendment is even being considered. A building of this height might be reasonable in a city like Toronto, New York, or Chicago, but is completely inappropriate for London.

Aside from having a negative impact on the river front and the historic Courthouse, the area around King Street and Thames Street has already experienced significant problems with flooding, storm water runoff, sewers overflowing and traffic volume, which will only become exacerbated with such a large-scale structure. Furthermore, I would assume a construction project of this scope will take several years to execute properly and safely, and there will be problems and delays experienced along the way. This will mean several more years of disruption, inconvenience, and frustration to Londoners travelling, working, and visiting in the downtown core. And further to that, given the serious skilled labour shortages Canada is currently experiencing, it's unrealistic to assume the proponent will finish the project within the proposed timeline. Again, it's Londoners who will bear the negative consequences.

No doubt proponents of the project argue these high rises will be a "sustainable" and "green" option for London because they allow for so much density and avoid urban sprawl and the destruction of farmland, and that somehow this will be good for fighting climate change. First, London will (unfortunately) continue with urban sprawl regardless of whether this project goes ahead. Second, the environmental sustainability of super high buildings has been challenged by experts in the field, such as Patrick Condon of the University of British Columbia who notes, among other things, that high rises use almost twice as much energy per square metre as mid-rise structures and because they are build largely of steel and concrete, they product a lot of greenhouse gas (GHG) emissions, compared to wood which traps it. As he puts it: "Concrete is 10 times more GHG-intensive than wood." (see: <https://ourworld.unu.edu/en/a-city-that-runs-on-itself>) Given London has declared a "climate emergency", I don't see the sense of building a couple of structures that are going to increase rather than reduce GHG emissions.

Extremely tall buildings are also more structurally demanding than lower ones. For example, it takes more effort to stop them from swaying, and they are much harder and more expensive to fix when something goes wrong. Then there are soil conditions to consider. In Manhattan, for example, tall buildings are constructed mostly on rock. In London, U.K., which is mostly clay, tall buildings require ample foundations. <https://www.theguardian.com/artanddesign/2020/jul/11/skyscrapers-wasteful-damaging-outmoded-time-to-stop-tall-buildings> London, Ontario is mostly clay and sand so I have no idea how the proponent can expect to build a foundation deep enough in that location that could safely support a 53-storey structure. Of course, the proponent will no doubt counter that this will all come out in the environmental assessment. This leads me to another critical point which is who will be performing the environmental assessment? Will it be a neutral third-party engineering firm or will it be a firm of the proponent's own choosing?

The downtown core already has an abundance of vacant space that could be used for residential and commercial purposes. We will have even more space available as more small business owners close shop because of the rising crime, drug use, and overall unpleasantness in the area. It makes no sense to increase our inventory of vacant space when we are not using what we have to its full capacity.

Apart from all these technical issues I just raised, high-rise buildings of this scale also undermine the character, livability, workability, and social fabric of cities. It will leave the downtown area devoid of charm and authenticity.

Finally, high-rises of this scope can be a barrier to equity. Tall buildings offer increased profits for developers; however, the higher the building, the more expensive the construction. Developers no doubt are looking for a return on investment (ROI) and therefore are not going to be renting these units to people of modest financial means. If we're looking to solve the housing crisis, we need to offer affordable rental options for people, which these units will certainly not be.

In conclusion, the fact that York Developments spent a lot of money to acquire the land, knowing full well how it was zoned, is not our problem as Londoners. If developers wish to build, let them come up with projects that fit with existing by-laws, not expect the City to adjust the bylaws (many of which are in place for good reason) to suit their economic objectives. This proposal must be flat out rejected.

Sincerely,

Anne Papehnl

From: Patrick Linardic
Sent: Tuesday, October 3, 2023 11:52 AM
To: PEC <pec@london.ca>
Subject: [EXTERNAL] King and Ridout Towers

Hello,

As I am seeing later today the committee will discuss the new tower development proposed for King and Ridout St, I wanted to chime in with some thoughts as someone who has lived downtown for many years.

London needs this development. While living downtown, I have realized that the majority of the issues come from lack of density in the core. As a resident who would most likely be impacted by construction, I absolutely believe that this tower is a good idea for a couple reasons. First off, the area they are planning to build the tower already has so many commercial amenities nearby it would be easy to transform that area into a walkable community. Also, due to the proximity to the Thames River, cycling and walking would be many residents' preferred methods of transportation. I have seen lots of people complaining about potential traffic increasing, but that would be less of an issue considering the area would be built as a walkable community. Not only this, but this proposal is right next to the new bus routes being improved on King Street, so it doesn't make sense to not densify this location. If we are going to have good transit infrastructure, we need to follow it up with good land use.

I also wanted to touch on something interesting I saw the ward 13 councilor mention. There are lots of talks about these towers overcrowding the heritage buildings. I think this is a spot where we need to take a good hard look at ourselves and determine if maintaining heritage buildings is as important as housing people, and contributing to the solution of the housing crisis. I understand there is a lot of historical value to the courthouse, but at the end of the day, housing is objectively more important. Also, this development would not even remove the courthouse, the anxieties many of these residents are projecting seem self-inflicted and not based in reality. I have also seen critiques saying that "this is not the right area for this kind of density". I think that this is a horrible argument. Every time there is a new residential proposal downtown, this comes up. At the end of the day, not everyone is going to be happy with new buildings going up in certain spots, but I think the government needs to recognize that the housing crisis is so bad, we can't keep listening to those who have owned properties for 20 years in the core and reject the ideas of densification, we will end up just as ugly and dysfunctional as a city like Brampton. Reject NIMBY's, accept healthy, dense urban planning

I really love this city, and I don't want to leave, but as a young person who wants to start a business in this city, I cannot do that if the city will not incentivize and support dense development, because at the end of the day, a downtown that is hollowed out is representative of the entire city, and as someone who works in the creative sector, a dense, vibrant and diverse community is required for my success in this city. London needs to stop acting like a small town, and approve these towers, nothing will get better in this city until we fully take the plunge into healthy urbanization, and realize that we are a big city now, it is time to act like it and make the right choices accordingly, and stop letting NIMBY's dictate our future.

Thanks for reading,

Patrick

Re York Developments application for 339 Ridout St and 50 King Street.

To: Mayor Josh Morgan and London City Councillors

I was so opposed to the sale of the London's nationally recognized historic courthouse into private hands, and at the time I applauded the City for trying to obtain it for London when it came up for sale.

This is a controversial site and I now hope very much that if the application is approved, our planners and our council will use all their powers to make the proposed development beside the old courthouse as attractive as possible.

The towers (do we really need two??) should be as far away from the Courthouse as possible and there should be as much landscaping and **publicly accessible** green space as possible. Most of this **seems to have been** addressed, and it is hoped that the Site Plan reviews in the future will ensure all this actually happens.

Stepping the buildings back with podium makes a lot of sense, as it would give the Courthouse a chance to be glimpsed among the ever-growing number of high-rise towers. **The podium should not exceed the height of the Courthouse.** I am not sure what the minimum 1 metre step back referred to in the staff report means? - it seems very small, but I do like the idea of the podium's projected edges at ground level offering protection from the elements, something that should be done more often.

As to the height of the towers, I will bow to the expertise of staff, including the City engineer's department, who have calculated the impact of the extra units on the infrastructure downtown, including the waste water system. The various holding provisions **should** be able to ensure that this is all properly taken care of.

I am, as others are, concerned about the **shadowing** the towers will create, as the picture in the Free Press shows a very long shadow cast along King Street and the Arena area. And we all know that very tall towers cause **wind**, so I am dubious about the stated effects on the downtown area which is given in the staff report. Once again, the Site-Plan Review process may help to address these issues.

When considering the very real and urgent need for housing one does need to think about affordability, and I worry that this development will not provide much in the way of affordable housing. Affordable housing is not just needed by the marginalized in our community, (although kudos to York for its willingness to donate to Indwell) but needs to be available to new Canadians too. We are experiencing unprecedented levels of immigration, with little-to-no housing prepared for the new arrivals. Fingers crossed that the final design of the York Developments tower/s' interior space can be reconfigured so the tower/s will include more larger, family-compatible units and that some of these will actually be affordable!!

I am sure that York Developments plans to make the building as green as possible, but it is also my hope that if the proposal is passed by Council it will undergo some design modifications that make it even greener- e.g. by the addition of a green roof? Shrubbery on projecting exterior platforms etc can really help mitigate the heat that will be created by the release of air conditioning exhaust air in the summer months. I do not see surface parking on the publicly shared designs, so far, but if there are any, could they be covered by solar-panelled shelters to provide shade in summer while generating power as has been done by Sifton in its Byron development?

As a development beside an existing downtown landmark and National Historic Site it is to be hoped that this building will be a stunning example of **creative architecture** that, with any luck, references the historic more effectively while looking to the future.

Much is made in the report about the retention and honouring of the old courthouse structure.

We are assured the courthouse will be “retained” by York Developments. BRAVO!! However, I did not see any proposed use for it?

At the very least I hope that in any negotiations with the developers our planners and Council are able to ensure that the general public will continue to have direct access to this landmark historic building which is so culturally important that it is often used as a pictorial symbol of the City of London.

Londoners should be able to continue their use of the Courthouse, and I would like to see its use as a public resource for special events, weddings and the like continue into the future. It was built with Government money and maintained over the years with taxpayer dollars and in a moral sense therefore, belongs to Londoners.

I am somewhat comforted by the fact that that the Courthouse seemingly has the highest levels of heritage protection on it, and I trust that Council will ensure that this protection is exercised to the fullest extent possible.

I trust that our Councillors will carefully weigh all the arguments expressed by the community and do what they believe is best for London.

**Respectfully submitted by:
Susan Bentley**

From:

Sent: Tuesday, October 10, 2023 10:56 PM

To:

Cc: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Re: councilagenda@london.ca

Please add to Council agenda. Thank you

A. Valastro

Dear Members of Council,

re: Twin Towers at the Forks of the Thames: 50 King St and 399 Ridout St.

There is chatter that Council is pushing the public away and making decisions that are not in their best interest, but instead on monetary interests alone. For example, researchers from Western U. recently publicized a study showing heat domes in London, the hottest being in the downtown core. They did so to assist planners in reducing the health impacts of extreme heat on residents by expanding treed areas. <https://www.cbc.ca/news/canada/london/heat-map-london-ontario-climate-change-1.6939403>

Another study as recently as September 2023 found residents living too close to busy city streets potentially have a greater risk of dementia from traffic pollution.

<https://www.nih.gov/news-events/nih-research-matters/air-pollution-linked-dementia-cases#:~:text=Higher%20levels%20of%20a%20type,lower%20the%20incidence%20of%20dementia.>

There are ample studies that conclude that skyscrapers are bad for the climate and polluting for residents, yet this city is eager to raise as many skyscrapers as possible - a 'wannabe city stuck in the 1950's - rather than a city that is advanced and at the vanguard of great communities.

Skyscrapers are not an example of sustainable urban living. There are many studies that have looked at best practices for building heights measured against the climate change crisis. Below is one and summarized plainly.

The study [Decoupling density from tallness in analyzing the life cycle greenhouse gas emissions of cities](#) published in the Nature journal, concluded that a chain of skyscrapers generates 140% more total emissions during their service life compared with an area with lower buildings with the same number of inhabitants. Density doesn't change, just the height.

Skyscrapers require heavier structures, thicker foundations and greater use of materials with a higher carbon footprint than lower buildings. Building high means using **more materials that must be robust enough** to withstand heights of 400, 600 or 800 meters. This substantially increases the carbon footprint.

Grouping together skyscrapers in the same urban area causes [heat islands](#). When temperatures are high, the heat becomes trapped between the street level and the buildings, **preventing the temperature from cooling naturally when the Sun goes down. London being in a valley, and the downtown being at the lowest point, exacerbates the heat dome we experienced this summer.**

These buildings will also cost Londoners potentially hundreds of millions of dollars in development charges. **Scott Mathers** at the Planning and Environment Committee, when asked three times by **Councillor Franke** 'who pays' the development charges, Mr. Mathers, each time, failed to answer the question clearly. Mayor Morgan answered the question by stating the developer pays the fees up front, essentially a loan, and the city pays the developer back over a number of years. Mayor Morgan failed to inform the public whether the city pays interest on this 'loan'.

I would appreciate if Mayor Morgan would answer the question whether residents pay interest on the loan for Development Charges.

Please build better. Council's decisions are seen as greedy and while many Councillors believe they are in good standing with the public, door knocking will tell you otherwise.

Thank You

A. Valastro

From: Jim Donnelly

Sent: Wednesday, October 11, 2023 10:09 AM

To: CityClerk <CityClerk@london.ca>; hlysinsk@london.ca; City of London, Mayor <mayor@london.ca>; Ferreira, David <dferreira@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Franke, Skylar <sfranke@london.ca>; Trosow, Sam <strosow@london.ca>

Subject: [EXTERNAL] Fw: Heritage Lands at the Forks of the Thames

I have now included the missing attachments for my letter below.

Please place the following on the Oct 17th City Council agenda:

To: Mayor Josh Morgan and London City Councillors,

The attached information is important to review and consider before making any decision by the London City Council. There should be a time-out to allow sober second thought and reflection of the consequences, rather than rush such an impactful decision.

The first two pages are taken from York's own Heritage Impact Assessment dated March 10, 2023. They describe the Heritage status, show the proposed site of 50 King St, the boundaries of 399 Ridout St. (which is designated), as well as the abutting *City land which includes much of the parking lots*. The parcel between King St and the remaining section of the parking on 399 Ridout appears to be the site of the previous Police Station at 14 King St, which looks to still be City land.

The third page is the recent Amended Application (which is dated **September 13, 2023**) and now has a **brand new item** inserted into the Application Details that says *"The City is considering amending the zoning for portion of the municipal owned lands to the west of the site along Ivey Park are proposed to be rezoned as Open Space (OS4) and Open Space Special Provision (OS2) to permit passive and active open space uses on a portion of the lands."* Without these City lands, it appears that it might be very difficult to build this very large complex. This is not a good direction for the City to take.

The high rise building and overshadowing of the original and prime heritage location at the Forks of the Thames, where London began, would be a major mistake and loss for both current and future generations of London citizens. The City, rather than being complicit in this development by supplying more public land, should negotiate the return of this unique historic site to public ownership. This could be accomplished:

- 1) through holding the line on zoning of the up to 35 stories previously approved,
- 2) by swapping City owned land that is more appropriate for a high rise with the developer,
- 3) paying to purchase or trade for the land.

Although the developer may or may not have paid excessively for the land, **it is not the City's responsibility to increase the value after the fact**. A reasonable deal might be struck, where the City gains control of the historic site by some combination of land swap of other City land sites and/or purchase, while the developer does not necessarily need to sustain a financial loss. Such a resolution, **with or without a single 35 story tower being built**, could work in the best interests of all, but mostly the current and future generations of Londoners. Please review with a long term view of our City's culture and the near 200 year history of this founding site at the Forks of the Thames river.

Best regards,
Jim Donnelly,

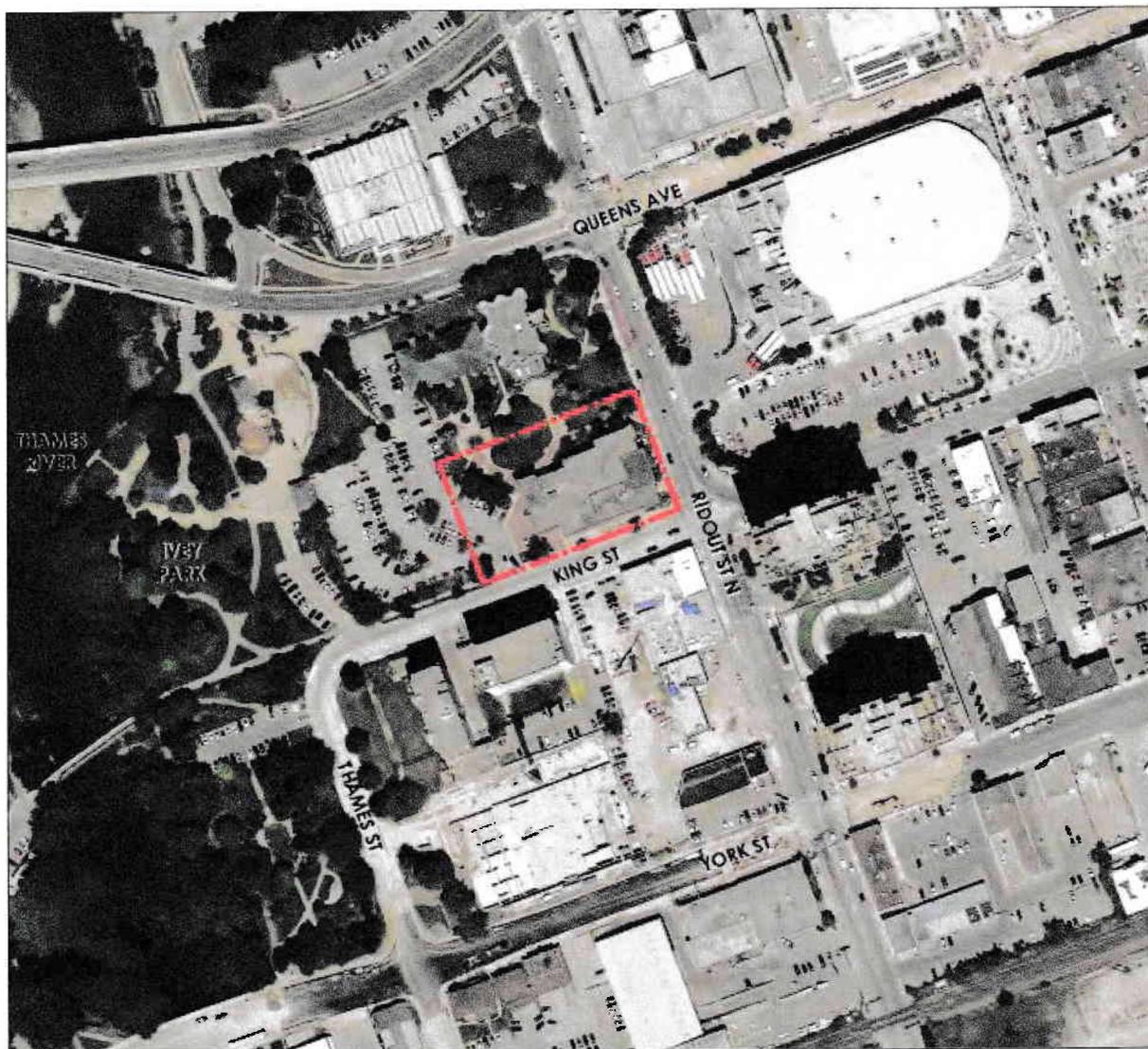


Figure 1: Map figure identifying the subject property and adjacent property to the north (MHBC, 2022).

1.2 Heritage Status

The subject property is listed on the *Register of Cultural Heritage Resources* (2019) as a property designated under Part V of the OHA within the Downtown London Heritage Conservation District and is currently vacant after the demolition of the former building in 2022. The subject property is also adjacent to 399 Ridout Street North also known as the Middlesex County Court House and Gaol, which is designated under Part IV and V of the OHA, protected by an Ontario Heritage Trust easement and recognized as a National Historic Site of Canada. Figures 2 and 3 identify the heritage status of the subject property and the adjacent property to the north. Figure 3, in particular, identifies

these properties within the greater Heritage Conservation District. **Table 1.0** confirms the details of the designations and easement of the adjacent Protected Heritage property.

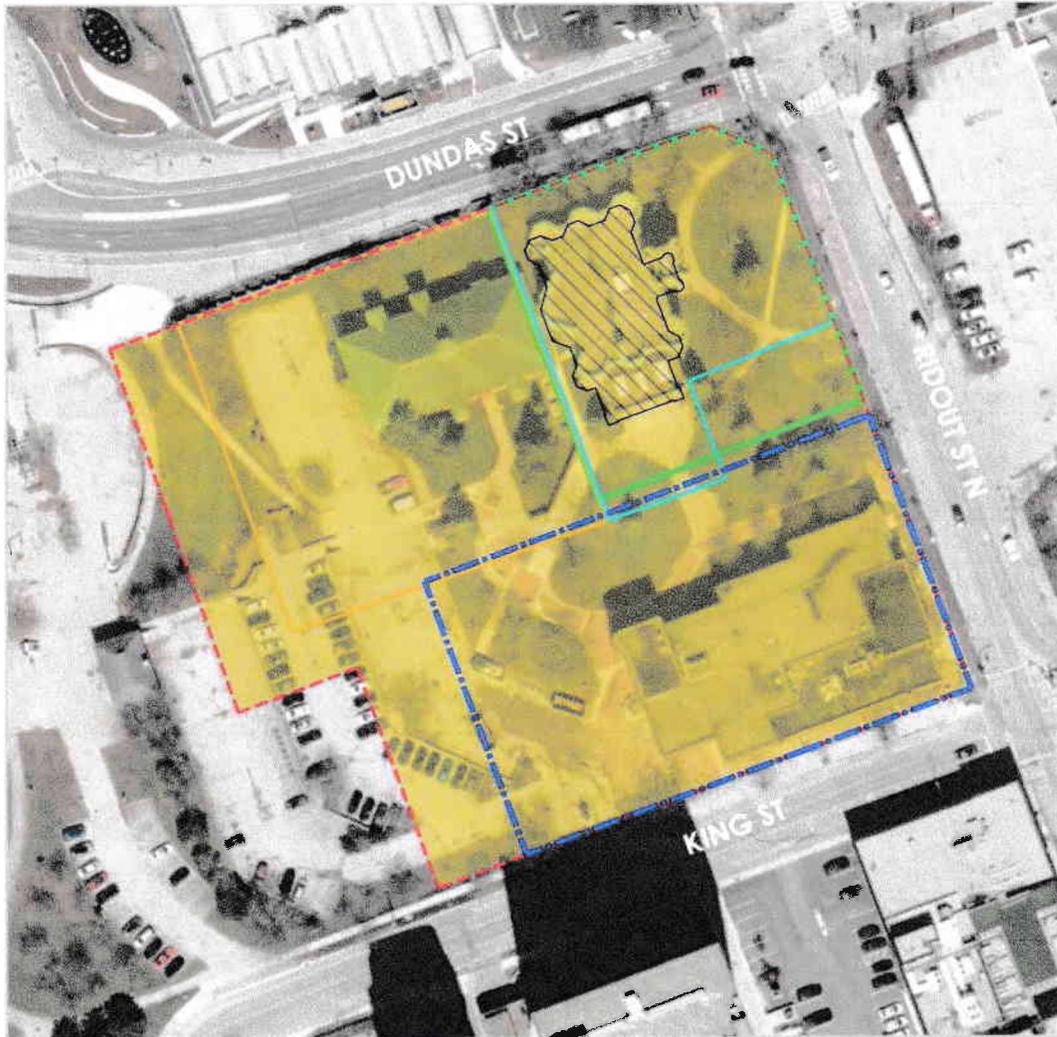


Figure
Heritage Map

50 King Street
 City of London

LEGEND

-  Subject Lands
-  Boundary of the legal description from the Part IV designation of the Middlesex County Court House (by-law L.S.P.-2534-582)
-  Boundary of the legal description from the Part IV designation of the Gaol (by-law L.S.P.-2917-501)
-  399 Ridout Street North
-  OHT Heritage Conservation Easement, Part IV Designation Boundary
-  National Historic Site
-  Designated Heritage Property, Part V of the OHA

Source:
 2022 Aerial Imagery, City of London

DATE: February 2023

SCALE: 1: 1,000

FILE: 1094BO

DRAWN: PL



K:\1094BO - 50 King St, London\WPH\Heritage\Map.dwg



Figure 2: Map figure identifying the heritage status of the subject property and adjacent property located at 399 Ridout street North (MHBC, 2022).

Application Details

SEPT 13, 2023

Requested Amendment to The London Plan (New Official Plan)

To add a specific policy to allow for an increased building height of 53 storeys.

Requested Zoning By-law Amendment

To change the zoning from a Community Facility/Downtown Area (CF1/DA2*D350*H15) zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) zone to a holding Downtown Area Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1,175*H186) zone. Changes to the currently permitted land uses and development regulations are summarized below.

The London Plan and the Zoning By-law are available at london.ca.

Current Zoning

Zone: a Community Facility/Downtown Area (CF1/DA2*D350*H15) zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) zone

Permitted Uses: DA1: retail stores; supermarkets; amusement game establishments; apartment buildings with dwelling units at the rear or second floor; apartment hotels with dwelling units at the rear or second floor; art galleries; assembly halls; bake shops; clinics; commercial parking structures; commercial recreation establishments; convenience stores; day care centres; dry cleaning and laundry depots; duplicating shops; dwelling units at the rear or second floor; emergency care establishments; film processing depots; financial institutions; funeral homes; group homes type 2; hotels; institutions; laboratories; laundromats; libraries; medical/dental offices; museums; offices restricted to the second floor; patient testing centre laboratories; personal service establishments; place of worship; printing establishments; private clubs; repair and rental establishments; restaurants; restaurants, outdoor patio; schools; senior citizen apartment buildings on the second floor; service and repair establishments; service trades; studios; taverns; theatres and cinemas; video rental establishments; lodging house class 2; place of entertainment; accessory dwelling units on the rear of the ground floor or second floor; brewing on premises establishment; artisan workshop; craft brewery. DA2: additional uses: apartment buildings; apartment hotels; dwelling units; senior citizen apartment buildings. CF1: additional uses: elementary schools; public swimming pools; post office depots; private schools; secondary schools; police stations.

Holding Provisions: The h-3 holding provision requires a wind assessment; the h-5 holding provision requires a public site plan meeting; the h-18 holding provision requires an archaeological assessment; the h-149 holding provision requires sanitary and stormwater servicing reports; and the h-207 holding provision requires a Heritage Impact Assessment.

Residential Density: The D350 allows for a base density of 350 units per hectare

Height: The H15 allows for a base of 15m of building height or 3 approximately storeys

Bonus Zone: A B-36 applies to the site allowing a density of 750 units per hectare, a height of 95m (approximately 30 storeys) and a 0m setback for the residential component.

Requested Zoning

Zone: holding Downtown Area Special Provision (DA2()*D1,175*H186)

Permitted Uses: The above listed uses in the DA1 and DA2 zones.

Special Provision(s): 1) To permit the residential component of buildings to be located at or near the street frontages and 2) To regulate aspects of urban design for the tower floorplate, tower location, ground floor design and location of underground parking.

Residential Density: A maximum density up to 1,175 units per hectare

Height: 53 storeys (186m)

The City is considering amending the zoning for portion of the municipal owned lands to the west of the site along Ivey Park are proposed to be rezoned as Open Space (OS4) and Open Space Special Provision (OS2()) to permit passive and active open space uses on a portion of the lands.

Holding provisions are propose for public involvement, archaeological assessment, servicing, urban design and heritage.

Planning Policies

Any change to the Zoning By-law must conform to the policies of the Official Plan, London's long-range planning document. The subject lands are in the Downtown Area Place Type in The London Plan, permitting a broad range of commercial, office and residential uses, with a maximum height of 35 storeys.



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

October 17th 2023

Regarding: 50 King St & 399 Ridout St. N

Dear Colleagues,

I want to see as much infill as possible and adding 800 units to the core on a small footage is quite exciting to me. Given the prominence of this location and the hugeness of the building, there is an opportunity to create a legacy with this project, as these towers will become instantly iconic when they are done.

Unfortunately, we are unable to mandate affordable housing. I greatly appreciate the \$500,000 that York Developments have committed to Indwell, which I've heard will be transferred after the approved site plan. Based on my back of the napkin math, if we still had bonusing, we would have secured between 26 to 31 affordable units, which is an estimated cost between \$5.5 to 6.6 million over 50 yearsⁱ. This location will also be receiving between \$15.6 to \$21.1ⁱⁱ million in tax supported community incentive funding (depending on bedroom counts).

York Developments is making out quite well with this development proposal. That's good, we want developers in the downtown doing well. **However, we can, and we should be asking for more.** I'm happy to have 800 units downtown, and I'm fine with the height, but I would like the city and the community benefit from this development as much as York Development will.

While I agree with the comments at the PPM that the construction of high-rise buildings create a lot of emissions. That said, infill and density decrease the long-term operating emissions of the residents. It is hard to calculate the "embodied carbon" included in the construction of the towers, versus the long-term operating emissions (transportation, heating, waste), but we can mitigate embodied carbon through design and material choices. We know that residents who live in walkable neighbourhoods create less emissions, because they can walk, bike, bus and roll to work, school and shopping.

Therefore, in recognition of the incredible investments in this location from the community improvement plans, as well as mitigating the environmental impacts of these towers, I have proposed a few amendments for site plan authority to review and ideally enforce. Building sustainable high-rises is not new, in fact many towers across North America have sustainable practices dating back to the early 2000'sⁱⁱⁱ.

I hope I have your support on the following amendments for current and future generations (my additions in yellow).



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

The Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:

- i) Provide a publicly-accessible, barrier-free path of travel from Ridout Street North to the Thames Valley Parkway and Ivey Park;
- ii) Provide building entrances from the residential lobbies to King Street;
- iii) Provide a minimum transparent glazing on the ground floor of 25% on abutting King Street for Tower 2, a minimum of 40% abutting King Street for Tower 1, and a minimum of 60% abutting Ridout Street North for Tower 1;
- iv) Utilize visual markers, etched or stained glass to provide bird-friendly glazing, complying to the bird friendly CSA standard;
- v) Implement mitigation measures recommended from the wind study to minimize the impacts of wind on outdoor amenity areas and pedestrian areas;
- vi) Provide a minimum 1.0m stepback of the podium above the third floor for Tower 1: adjacent to the existing courthouse, along Ridout Street North, and along King Street;
- vii) Provide a Building Condition Assessment and Strategic Conservation Plan;
- viii) Implement construction monitoring for archaeological resources;
- ix) Provide and implement a Temporary Protection Plan prior to and during construction, to evaluate impacts on the existing heritage buildings;
- x) Provide a Commemoration Plan to recognize the historic significance of the site through cultural heritage interpretative signage, features, and other design elements.
- xi) Provide parking underground and ensure there are no blank walls associated with the parking structure;
- xii) Provide landscaped terracing towards and along Ivey Park that addresses the change in grade and provides for active uses
- xiii) Implement a robust solar installation along sides and tops of Towers and include a minimum of 10% EV charging stations in underground parking
- xiv) Ensure a level of LEED or similar green certification is achieved

Thank you for your consideration,

Skylar Franke
Ward 11 City Councillor

ⁱ The "lift" would be 26 floors, est 10-12 units/flr, 260-312 additional units, 10% = 26-31 affordable units, which at 80% AMR for 50 years, assume all 1 bdm, avg rent is \$1,774/mth currently so 80% AMR would be \$1,419/mth, the difference is \$355 x 12 mths = \$4,260 x 50 years = \$213,000. Therefore, \$213,000 x 26 units = **\$5,538,000** or \$213,000 x 31 units = **\$6,603,000**

ⁱⁱ Residential Development Charges Grant and Rehabilitation and Redevelopment grant programs

ⁱⁱⁱ For more ideas and inspiration, [check out this article](#) about sustainable high rise development.

London City Hall
300 Dufferin Avenue
London, Ontario

To the Mayor and Members of London City Council:

RE: Requests for Rezoning at 50 King Street and 499 Ridout Street

Although I've been warned by every City of London staff member or Counsellor I know that this development will go through more or less as proposed, I'm writing in the hope that some significant changes in the design can be made and that some of the zoning requests will be refused.

It is important that whatever is built next to our the historic Court House respect the heritage building. Its western half comprises the oldest building still standing in the city. Its castellated style reflects its British founders, and its original importance as the governing site of London and the huge London District, embodying most of western Ontario, was indicated by its location, allowing it to be seen as one approached London along any branches of the Thames, the main mode of transportation at the time of its building. Thus it was responsible for founding our city, ensuring its growth, determining its character, and overseeing the early development of the lands to the east and west and north to the Bruce peninsula. It's significance has been recognized in its designation as a National Heritage Site.

There are many ways in which a building on the location of the proposed high rises, even one higher than the Court House, could indicate respect for its estimable neighbour:

1. By avoiding the impression of dwarfing the heritage structure by building
 - a. an excessively high adjacent structure,
 - b. a podium higher than the heritage building,
 - c. allowing the newer building to appear more prominent at street level by projecting further forward.
2. By setting the Bstoreys above the podium several feet back from the edge of the podium.
3. By muting the colour(s) of the new building.
4. By avoiding irregularities in the profile of the new structure that attract the eye to its surface.

The proposal currently under consideration, while potentially an interesting and effective design in a different setting, instead works here to disparage the historic icon.

I realize -- and hope -- that the design currently displayed on the rezoning request may not represent the final form of the proposed development; it can serve as illustration of what to avoid when building next to the City's most important heritage site. The excessive height of

the proposed towers overwhelm the Court House -- and their riverside surrounding. The visual impact of the large white squares which define the building's surface and give interest and form to the currently proposed buildings make the features of the Court House appear like those of a tiny toy.. The suggested extension of the building to the sidewalk and a higher podium would also emphasize the skyscraper's greater mass, especially when perceived from ground level. Moreover, the building's extension towards the river effectively hides the view of the courthouse from the south branch of the river. Despite the developer's rumoured intention to produce a careful restoration of the Court House, the design currently shown for the King Street location seems to be an exercise in belittling it.

For these reasons, I strongly oppose the requests for rezoning that would allow the podium to be taller than the Court House and to extend to the sidewalk. I would also like to see the towers reach to a less excessive height and to possess facades that appeared less showy but more elegant.

Thank you for reading this rather long submission and for considering these points.

Respectively Submitted,

Nancy Z. Tausky

Heritage Consultant

Author: *Victorian Architecture in London and Southwestern Ontario: Symbols of Aspiration* (with Lynne D. DiStefano, Univ. of Toronto Press); *London: From Site to City* (Broadview Press)

Urban Design Peer Review Panel – City of London

October 03, 2023

To: Planning and Environment Committee

City of London
300 Dufferin Avenue
London, Ontario N6A 4L9

From: Urban Design Peer Review Panel (UDPRP)

- Nicola Casciato, Architect
- Randolph Wang, Urban Designer
- Dustin Parkes, Architect
- Tom Tillmann, Architect

Regrets:

- Rong Yu, Urban Designer
- Sharon Mittmann, Urban Designer

RE: Dissolution of the UDPRP (PEC Item 4.1)

Dear Members of the City of London's Planning & Environmental Committee,

On behalf of the City of London Urban Design Peer Review Panel (UDPRP), we are writing to express our concerns with the motion put forward by Councillor Lewis and Councillor Lehman requesting the dissolution of the UDPRP.

It is the position of the above noted panel members, including two panel members who are local Architects familiar with City of London approval processes, that it is inaccurate to state that the UDPRP is a 'significant contributor to time delays and cost increases'. The timeline required for submission, presentation, and receipt of comments from the UDPRP fits well within minimum or expedited timelines required for ZBA and/or SPA application and review processes.

It is also inaccurate to state that the UDPRP is redundant now that the London Plan is in full effect, or due to City of London in-house expertise. The UDPRP is an independent group of volunteer professionals, including Architects, Planners, Urban Designers, and Landscape Architects, tasked with providing expert opinion and impartial input on planning and development applications. As stated in the motion put forward, the recommendations of the UDPRP are not binding; our input is intended to assist and inform City of London staff in making recommendations and decisions. The UDPRP provides unique, immediate and

multidisciplinary opinions, for a more informed review process, as staff can receive input from experts working in other municipalities and from other designated design professionals including Architects, which to our knowledge the City of London does not currently employ in-house.

We are further concerned that the London Plan does not leave enough room for interpretation in all cases. Dissolving the UDPRP may result in an overly fixed application of the London Plan in all cases, or it will increase the required workload on city staff who will no longer have additional input to help inform recommendations outside the explicit scope of the London Plan. We see this as an increased risk for the approval of inappropriate and poorly designed development proposals. We do not believe that removing expert volunteer contribution to urban design review will add overall value to the community.

Further to the above, we note that the motion was circulated to UDPRP members on Thursday, September 28th; three business days prior to the scheduled Planning and Environmental Committee Meeting. We are unaware of whether review has been requested by City Planning staff. To the best of our knowledge, the motion has not been circulated to the London Society of Architects (LSA). We respectfully request that a decision on this matter be postponed until the next PEC meeting, to allow sufficient time for review and comment by local professionals including the LSA, City of London staff if applicable, and from the general community.

Sincerely on behalf of the UDPRP,

A handwritten signature in black ink, appearing to read 'Dustin Parkes', with a stylized, elongated flourish extending to the right.

Dustin Parkes, UDPRP Chair

Oct. 11, 2023

Attn: Planning and Environment Committee
City of London
300 Dufferin Avenue
London, ON, N6A 4L9

Re: PEC 4.1: Urban Design Peer Review Panel

Dear Members of the City of London Planning and Environment Committee:

On behalf of architects Tillmann Ruth Robinson, we would like to express our objection and concern over the proposed motion put forward by Councillor Lewis and Councillor Lehman regarding the dissolution of the Urban Design Peer Review Panel.

We are in support of the letter put forward by the current Urban Design Peer Review Panel, dated October 5th, 2023, expressing their concerns.

The Urban Design Peer Review Panel, since its inception, has served to raise the caliber of design within the City of London. Through its volunteer expert panel, it has successfully been able to work with City staff to bolster the design of Applicants submissions. This collaboration has improved the built environment within our city and raised the level of sustainable design across all applications.

With the London Plan in full effect, the Urban Design Review Panel can now work with City Staff to better realize its vision through a shared framework. The built environment directly addresses issues such as the housing crisis, climate change, and growing a livable City, and the Urban Design Peer Review Panel, now more than ever, can have a positive impact by continuing to raise the bar of design excellence within our city.

The Urban Design Peer Review Panel represents one step in a complex application process and we do not believe that its removal will accelerate the timeline for submissions. The Panel continues to provide timely comments to Applicants within the timeframe put forward by the City. Only when an application does not meet the design standards set by the City will a delay occur, and this will still be the case if the Panel is dissolved. The Urban Design Peer Review Panel is designed to make applications stronger – not delay them. Many cities within the province continue to successfully integrate an Urban Design Peer Review Panel into their application process, for the betterment of their citizens, such as: Ottawa; Toronto; Hamilton; and Burlington. The dissolution of the Urban Design Peer Review Panel will represent a step backwards for the City of London with regards to standards set to achieve design excellence in Ontario and Canada.

We believe in making London better – and the Urban Design Peer Review Panel can help do this.

Sincerely,



McMichael Ruth, B. Arch, OAA, MRAIC, LEED AP BD+C
Principal

cc: Tom Tillmann
Scott Robinson
Scott Townsend

Andrew Wilson, MLA, BCSLA, OALA, CSLA
Coordinator and Professor
Honours Bachelor of Environmental Design and Planning
School of Design, Faculty of Creative Industries, Fanshawe College
awilson@fanshawec.ca
October 10, 2023

To London City Council,

RE: LONDON'S URBAN DESIGN PEER REVIEW PANEL (UDPRP)

This letter is a response to the noted subject as addressed in the following letter copy attributed to Councillors Shawn Lewis and Steve Lehman:

"Dear Colleagues,

As everyone is aware, our community, our province, and our country is in the midst of a housing crisis like nothing experienced before. Municipalities have been challenged by both the provincial and the federal governments to work to find ways to speed up and streamline processes and get approvals in place to allow builders to get shovels in the ground. To that end, we have identified the Urban Design Peer Review Panel as a significant contributor to time delays and cost increases. But more importantly the Urban Design Peer Review Panel represents a redundancy that can be easily eliminated, as it truly is a hold over from a time prior to having expertise in-house, or in having design expectations and guidelines embedded in our Official Plan. The UDPRP was implemented at a time when the 1989 Official Plan was in force and effect to address components not embedded in that plan. Today, with appeals completed and the London Plan in full force and effect, and staff in the Planning Department with Urban Design expertise, the UDPRP is now redundant.

'The Urban Design Peer Review Panel is not a legislated requirement for cities and having it review planning applications in addition to the work of our staff can add weeks or even months to an application's timeline, and none of the work is binding on our staff recommendations, on the applicant, or on Council.

Therefore, we are asking your support for the following:

That the Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel and provide a related information report to the Planning and Environment Committee outlining the actions undertaken with respect to this matter.

Sincerely, Shawn Lewis, Deputy Mayor, Ward 2 Councillor [and] Steve Lehman, PEC Chair, Ward 8 Councillor."

The efficiency and effectiveness of London's development approval process probably could and should be improved, however, an associated evidence-based rationale for seeking the "dissolution" of the UDPRP has not been provided in support of informed decision-making by Council.

Lewis and Lehman claim to: *"...have identified the Urban Design Peer Review Panel as a significant contributor to time delays and cost increases."*

- If that is true, they should share the facts/data/evidence in support of their claim.
 - A problem with such a claim is the lack of a legitimate comparator as no two developments are the same or are subject to an identical review. There is the fact of an approval taking a particular amount of time but there is no way to prove an approval would have taken less time without UDPRP review because any number of other factors could influence the time and cost of a development process.

Further, it is asserted: *"... the Urban Design Peer Review Panel represents a redundancy that can be easily eliminated, as it truly is a hold over from a time prior to having expertise in-house, or in having design expectations and guidelines embedded in our Official Plan."*

- The 2008 establishment of UDPRP does not predate London's in-house urban design expertise; it coincides with the hiring of former London Urban Designer, Sean Galloway. Under the direction of London City Planner, John Fleming, he established an Urban Design department with two urban design technicians that advanced to urban designers, Jerzy Smolarek and Britt O'Hagan: O'Hagan is now London's Manager, Development Planning; Smolarek, continues to contribute to London's physical quality as a private-sector urban design consultant.
 - Do those three, experienced, urban designers think the UDPRP should be eliminated?

I am a former member and Chair of the UDPRP. I don't simply dismiss Lewis' and Lehman's call for "... *the immediate dissolution of the Urban Design Peer Review Panel...*" in London. Their idea deserves serious consideration; for example, consider Lewis' and Lehman's concluding statement: "... *and none of the work [by UDPRP] is binding on our staff recommendations, on the applicant, or on Council.*"

The statement is true and as such begs the question: if those involved in the submission, review and/or approval of a development application are not required to heed UDPRP recommendations, then what is the point of the associated review?¹

Lewis' and Lehman's statement is not an indictment of the UDPRP but of their Planning and Environment Committee, the Council and the City's development approval process. The lack of authority granted UDPRP recommendations is unlike the authority associated with design panel recommendations elsewhere: for example, BC's Lower Mainland. There, most municipalities have peer² design review, some such as Vancouver for over 30 years. The recommendations of design panels are binding on applicants and are a direct report to councils. That accomplishes two things:

1. maintains a design panel's independence and integrity and the legitimacy of their recommendations; and
2. upholds a council's authority and responsibility for approval pertaining to urban design as advocated by an independent peer review of proposed urban, architectural and landscape design.

Generally, Councils defer to the professional expertise that few of their members possess. The result of this process is the acknowledged excellence of urban design in BC's Lower Mainland.

Peer design review is meant to uphold best practices and design expectations in keeping with city policy. Lewis and Lehman are correct about significant urban design policy being adopted in London since 2008: for example, *The London Plan*. The improvement in urban design is not unique to London. The quality of urban design has been advancing throughout Ontario due to:

- better urban design policy
- greater awareness, understanding and support of good urban design
- peer design review promoting, advocating and upholding best practices.

Regardless of policy and calls for good urban design, proposed development will not conform to design requirements and expectations necessarily. The role of the UDPRP in such cases is to help an applicant achieve best practices and outcomes relative to context. Independent peer review is critical in that regard because it's disinterested meaning there is no financial, professional, or political gain to panel members: the goal is good design: aesthetically, economically, socially, and ecologically, in support of a high-quality, sustainable, resilient urban environment. Lewis and Lehman suggest that city staff review will suffice to ensure the realization of such a goal. They assume "... *staff in the Planning Department with Urban Design expertise*" will have the experience necessary to understand and interpret design as it pertains to best practices and existing policy. Regardless of expertise and professionalism, City staff are not independent of Council; also, their experience and education may be limited resulting in well-meaning but uninformed recommendations. I taught two of London's former urban designers and have taught numerous other city planning and parks staff. While I am confident about the quality of their education, when hired by the City, they all lacked experience compared to UDPRP members. Certainly, in time, necessary experience may be gained as with the current Manager, Development Planning.

While time is money in land development, the time spent to ensure high quality urban design is value-added for the long-term benefit of London's citizens and environment. Keep in mind, the UDPRP is *pro bono* work by qualified professionals. Design review is a minor expense in a developer's planning and design process. To suggest otherwise while equating peer design review with a lack of housing has no merit. Rather than advocate for the "dissolution" of the UDPRP, seek to clarify and reinforce the UDPRP's role in London's land development and planning processes considering the changes to the *Planning Act* related to *Bill 23, More Homes Built Faster Act*. A commitment by Council to independent peer design review tells staff, developers and design professionals:

- design matters, and as in 2008 and in keeping with *The London Plan*,
- Council upholds good urban design with the goal of achieving more well-designed homes built faster within a beautiful, sustainable, resilient city.

¹ This question was asked at the creation of the panel in 2008 because it was known greater authority for recommendations than is the case in London, contributes to the effectiveness of peer review. I was involved in the development of London's UDPRP terms of reference with Urban Designer Sean Galloway and Architect, John Nicholson under the direction of City Planner, John Fleming. I advocated for UDPRP to be a direct report to council as with my peer design review experience in BC.

² Registered Architects and Landscape Architects vetted by their associated professional bodies: AIBC, BCSLA.

From: Brad Wilcox
Sent: Wednesday, October 11, 2023 12:15 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] PEC 4.1 - Urban Design Peer review

To whom it may concern

I am a concerned citizen living in the city of London.

I've recently heard some disturbing news about the motion to dissolve the Urban design peer review panel (UDPRP) and I'm writing today to voice my concern regarding this decision.

[REDACTED]

Yes, we are in the midst of a housing crisis but I do not believe that councillors Lewis and Lehman, as well as Drewlo and the London development institute, have the interests of the public in mind. This sort of cronyism has no place in London and I fear that if this motion were to pass, we as a city would be setting a dangerous precedent.

Do what's right for us, not your wallets. Please. This can't be allowed to happen.



Mr. Mayor and Members of Council,

On behalf of the members of the London Home Builders' Association I wanted to share our support for three different motions that will be before you at the council meeting of October 17. Those items are:

- Dissolution of the Urban Design Peer Review Panel (UDPRP)
- Four Units As of Right
- Lifting the Five Bedroom Cap

All three of these motions can help make an immediate impact our current housing crisis.

UDPRP: Specifically the dissolution of the UDPRP will help bring more units to market in a timely fashion and reduce costs. The requirements this panel presents are time consuming, costly and are also duplicative of efforts that are now necessary through the London Plan.

Four Units and Five Bedrooms: To fully enable the potential of four units as of right, the City needs to remove the five bedroom cap. Without doing so we are limited to 5 bedrooms across the whole property meaning for example if you already have a 5 bedroom home you cannot add a unit. The cap severely limits the amount of additional housing that can be added which we sorely need.

Thank you,

Jared Zaifman

Jared Zaifman
CEO - London Home Builders' Association

From:

Sent: Sunday, October 15, 2023 4:38 PM

To: Hopkins, Anna <ahopkins@london.ca>; Rahman, Corrine <crahman@london.ca>; Ferreira, David <dferreira@london.ca>; Pelozo, Elizabeth <epelozo@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Pribil, Jerry <jpribil@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Cuddy, Peter <pcuddy@london.ca>; Sam Trosow <samtrosow@gmail.com>; Lewis, Shawn <slewis@london.ca>; Franke, Skylar <sfranke@london.ca>; Lehman, Steve <slehman@london.ca>; Hillier, Steven <shillier@london.ca>; Stevenson, Susan <sstevenson@london.ca>

Cc: Council Agenda <councilagenda@london.ca>; London Society of Architects; Urban Design; Planning and Development <PlanDev@london.ca>;

Subject: [EXTERNAL] Urban Design Peer Review Panel

Hello members of London City Council

I am writing with regards to the proposal submitted to the Planning and Environment Committee meeting of October 3rd by by councillors Lewis and Lehman to immediately dissolve the Urban Design Peer Review Panel (UDPRP).

We are indeed in a housing crisis like nothing experienced before. This is a complex multi-level issue that can in part be addressed through zoning reviews, financial incentives and dis-incentives, etc. — not by sweeping aside important processes that ensure higher quality city-building standards. I would argue that a review of UDPRP may be valuable to revise its recommendations to become binding as is the case in a number of other municipalities.

At a time when we are more in need of a wide range of good quality housing than ever the role of the UDPRP is critical to ensure more than speedy profit margins are being taken into consideration as we try to build an inclusive, sustainable, and equitable city.

The Urban Design Peer Review Panel and its highly qualified volunteer members provide important expertise and guidance that is a key part of the planning and construction process. They spur a higher standard of design for our city's long-term built environment. An environment and a city that our children's children will inherit, and live in.

Municipalities across Canada have similar committees in place. Please do not embarrass our city by this initiative that would result in us being more regressive and under scrutiny for undue influence from private interests, especially in the immediate aftermath of the Greenbelt scandal and the voting down of a municipal lobbyist registry. It is disturbing that this proposal has been fast-tracked without any public consultation or due process, and that there were already a handful of communications in support of it from private developers who arguably stand to benefit from this proposed dissolution.

I join other city-building voices and urge you to carefully and thoughtfully consider the larger picture and help businesses, organizations, staff, and citizens to build a city of which we can all be proud — one that will allow everyone to have a safe, affordable, and attractive home.

Regards,

Sandra Miller

City Builder & Member of





300 Dufferin Avenue

P.O. Box 5035

London, ON

N6A 4L9

October 17th 2023

Dear Colleagues,

As everyone is aware, our community, our province, and our country is in the midst of a housing crisis like nothing experienced before. It needs not to be said, but quality city building also remains an important priority for Council and staff.

Prior to deciding to dissolve the Urban Design Peer Review Panel (UDPRP), more information is needed. Council needs to understand if the UDPRP is actually causing delays, costs, and frustration prior to dissolving it entirely. Many buildings reviewed by UDPRP are not even residential, so commercial, nonprofit, community buildings would also suffer from this decision.

Council should seek to understand any unintended consequences, prior to making a hasty decision that actually has no real urgency. Our understanding is that the UDPRP exists for city-led projects as well, and if dissolved would require hiring external peer reviewers at additional cost to the municipality. As well, UDPRP often highlights deficiencies in applications that are discovered later in the process, and then must be addressed at SPA, simply shifting when the issue is addressed. As Councillors, we'd like to make an informed decision on this matter.

Examples of positive improvement to form and interaction with public realm following UDPRP consultation:

- Commercial development at 551 Oxford Street West (northeast corner of Oxford Street West/Wonderland Road North)
- StarTech.com Community Centre (501 Southdale Road West)
- East Lions Community Centre (1731 Churchill Avenue)
- Villas of Wortley (89 Ridout Street South)
- Goodlife Building (710 Proudfoot Lane)
- EMS Facility (1030 Adelaide Street South)
- Amit Chakma Engineering Building, Western University (1151 Richmond Street)
- Mixed-use development (1600 Hyde Park Road) – U/C
- Mixed-use development (1761 Wonderland Road N) – U/C
- Vet Clinic (1541 Hyde Park Road)
- Stackhouse Residential Development (1375-1405 Stackhouse Ave) – U/C
- North London Toyota Dealership (1515 Fanshawe Park Road)
- Residential development (801 Sarnia Road) – U/C
- Residential development (235 Kennington Way) – U/C
- Fox Hollow Senior's Care (2155 Dalmagarry)



300 Dufferin Avenue

P.O. Box 5035

London, ON

N6A 4L9

Finally, this is committee business and should not be debated at Council until it is debated at committee. We weren't even able to hear the delegation for this item at PEC, which is very unfortunate since committee offers the only public opportunity for people to speak to the item. For those unaware, this was not processed at PEC due to losing quorum prior to addressing it.

Therefore, we are asking your support for the following amendment:

- *That the Civic Administration BE DIRECTED to provide a report to the Planning and Environment Committee by end of Q4 2023 outlining the actions required to dissolve the Urban Design Peer Review Panel, as well as any consequences of that dissolution, and seek input from the community on this decision.*

Thank you for your consideration and raising this important topic as we both agree it is important to improve and streamline our processes,

Skylar Franke
Ward 11 City Councillor

Anna Hopkins
Ward 9 City Councillor

To: Mayor Josh Morgan and London City Councillors

I have just heard about the very recently introduced motion coming before Council on Tuesday October 17th asking Councillors to approve the abolition of the Urban Design Peer Review Panel.

I urge Council to defeat this motion. The Urban Design panel is a gift to London, and its **expert volunteers** do valuable work. If there are delays in the planning process in London it seems to me it most often comes from the planning department's own slow processes, and I know of at least one occasion where there has been an automatic appeal to the LPAT made due to a delayed response from the Planning Department.

It seems to me that all the response times for decisions across the board could be tightened to improve the speed with which planning applications can be granted; this should not stop public comment and participation in the process, and we should not lose the advice of experts in the architectural and design fields that helps to make our buildings better than they might otherwise have been.

Tighten up all the response times including the response time of the Urban Design Panel itself.

There seems to be an atmosphere around the albeit very real housing crisis that is amounting to panic. As a result, some very bad decisions have already been made by the province, and the effects will be felt much further down the road. Protections for heritage buildings have been weakened, for example, and many avenues for participation and protest have been cut off. The results in terms of design excellence, overcrowding and general cutting-of-corners could well lead to an urban nightmare.

Please reject this motion – while made for the best of reasons it could result in the worst of scenarios.

Respectfully submitted by:
Susan Bentley.

From:

Sent: Sunday, October 15, 2023 6:59 PM

To: Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] Urban Design Peer Review Panel

Please add my letter to the added Council agenda Thank You

AnnaMaria Valastro

Dear Members of Council,

The Urban Design Panel should consist of independent architects. Urban design staff do not have the same skill set or consider the same qualities as the Urban Design Panel. This can be reviewed and verified in past comments from urban design staff compared to the Urban Design Panel.

It is advantageous for Councillors Shawn Lewis and Steve Lehman to say that there is a housing crisis when in fact, they show no evidence that one exists. There is an housing affordability crisis that has led to a homelessness crisis that is well documented.

It is disingenuous to use an unproven excuse of housing shortages to remove all checks and balances in developing good housing and good neighbourhoods. **It a smoke and mirror argument to prop up the development industry so they can build cheaper and uglier.**

And the reason residents are so suspicious of the motives of Council in their self righteousness.

Building more housing of any kind is not reducing the cost of rentals or housing. Just look around. Any reduction in pricing is due to interest rates and not building rates. There is not enough middle income housing to balance the luxury housing that is being built to make 'market value rent' affordable to those that are at risk of homelessness.

It would be refreshing if Councillors were independent thinkers and not just follow the words of Councillors Lewis and Lehman.

AnnaMaria Valastro



Mr. Mayor and Members of Council,

On behalf of the members of the London Home Builders' Association I wanted to share our support for three different motions that will be before you at the council meeting of October 17. Those items are:

- Dissolution of the Urban Design Peer Review Panel (UDPRP)
- Four Units As of Right
- Lifting the Five Bedroom Cap

All three of these motions can help make an immediate impact our current housing crisis.

UDPRP: Specifically the dissolution of the UDPRP will help bring more units to market in a timely fashion and reduce costs. The requirements this panel presents are time consuming, costly and are also duplicative of efforts that are now necessary through the London Plan.

Four Units and Five Bedrooms: To fully enable the potential of four units as of right, the City needs to remove the five bedroom cap. Without doing so we are limited to 5 bedrooms across the whole property meaning for example if you already have a 5 bedroom home you cannot add a unit. The cap severely limits the amount of additional housing that can be added which we sorely need.

Thank you,

Jared Zaifman

Jared Zaifman
CEO - London Home Builders' Association

Community and Protective Services Committee

Report

15th Meeting of the Community and Protective Services Committee
October 4, 2023

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

ABSENT: Mayor J. Morgan

ALSO PRESENT: C. Cooper, M. Feldberg, J. Ford, A. Job, O. Katolyk, S. Mathers, J.P. McGonigle, V. Morgado, C. Smith and J. Bunn (Committee Clerk)

Remote Attendance: S. Corman, D. Purdy, M. Somide and B. Westlake-Power

The meeting was called to order at 4:01 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: D. Ferreira

Seconded by: S. Stevenson

That Items 2.1 and 2.2 BE APPROVED.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 9th Report of the Animal Welfare Community Advisory Committee

Moved by: D. Ferreira

Seconded by: S. Stevenson

That the 9th Report of the Animal Welfare Community Advisory Committee, from its meeting held on September 7, 2023, BE RECEIVED.

Motion Passed

2.2 Capital Needs at City of London Golf Courses

Moved by: D. Ferreira

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Capital Needs at City of London Golf Courses:

- a) the Recreation and Sport Division, Neighbourhood and Community-Wide Services BE AUTHORIZED to draw from the Golf Course Reserve Fund to complete required capital needs;

b) the funding BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report; and,

c) the Civic Administration BE AUTHORIZED to undertake all actions necessary to complete required capital needs. (2023-R05D)

Motion Passed

2.3 Canada-Ontario Community Housing Initiative and Ontario Priorities Housing Initiative Approval of Ontario Transfer Payment Agreement

Moved by: D. Ferreira

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated October 4, 2023, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to:

a) approve the Ontario Transfer Payment Agreement, as appended to the above-noted by-law, between His Majesty the King in right of Ontario as represented by The Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

c) authorize the Deputy City Manager, Planning and Economic Development to approve any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;

d) authorize the Mayor and the City Clerk to execute any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and,

e) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute any reports and Investment Plan required under the above-noted Agreement. (2023-F11)

Yeas: (5): E. Pelosa, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System

Moved by: S. Stevenson
Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager of Social and Health Development, the following actions be taken with respect to the staff report, dated October 4, 2023, related to the Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System:

- a) the Civic Administration BE AUTHORIZED to implement the recommendations of the Rent Supplement System Final Report, as appended to the above-noted staff report, subject to legislative authority and contractual obligations with the Province of Ontario;
- b) the Civic Administration BE DIRECTED to continue to gather input from internal and external partners, including people with lived experience, and to report back to the Community and Protective Services Committee annually about program implementation progress; and,
- c) the Deputy City Manager, Social and Health Development, or delegate, BE AUTHORIZED to reallocate existing Municipal, Provincial or Federal funding from one Portable Housing Benefit priority household group to another priority group as necessary. (2023-S11)

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential

Moved by: C. Rahman
Seconded by: D. Ferreira

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

6.1 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Arts" Category.

6.2 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Age Friendly" Category.

6.3 (ADDED) Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Sports" Category.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Community and Protective Services Committee convened In Closed Session from 4:33 PM to 4:37 PM.

7. Adjournment

The meeting adjourned at 4:39 PM.

Civic Works Committee

Report

14th Meeting of the Civic Works Committee
October 4, 2023

PRESENT: Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; J. Dann, A. Job, D. MacRae, A. Rammeloo, A. Spahiu, J. Stanford and J. Bunn (Committee Clerk)

Remote Attendance: S. Corman, D. Freeman, G. Smith and B. Westlake-Power

The meeting was called to order at 12:00 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Cuddy

Seconded by: H. McAlister

That Items 2.1 to 2.3 BE APPROVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation

Moved by: P. Cuddy

Seconded by: H. McAlister

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation:

a) the engineering fees for AECOM Canada Ltd. BE INCREASED to recognize the additional scope of work for the RFP20-29 - Consulting Services for Rapid Transit and Infrastructure Improvements - Wellington Gateway project in accordance with the estimate on file, by \$288,834 (excluding HST), from \$6,490,902 to a total upset amount of \$6,779,736 in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

b) the engineering fees for Dillon Consulting Ltd. BE INCREASED to recognize the additional scope of work for the RFP20-28 Consulting Services for Rapid Transit and Infrastructure Improvements - East London Link project in accordance with the estimate on file, by \$267,881 (excluding HST), from \$6,113,853 to a total upset amount of \$6,381,734 in

accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-T04)

Motion Passed

2.2 SS-2023-232 Single Source Purchase Hydro Excavator

Moved by: P. Cuddy
Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated October 4, 2023, related to SS-2023-232 Single Source Purchase Hydro Excavator:

- a) approval BE GIVEN to execute a Single Source purchase in accordance with Section 14.4(g) of the City of London's Procurement of Goods and Services Policy;
- b) the single Source negotiated price BE ACCEPTED to purchase (1) Vactor Truvac HXX Hydro Excavator for a total estimated price of \$739,804.00 (excluding HST) from Joe Johnson Equipment Inc., 2521 Bowman St., Innisfil, Ontario, L9S 3V6;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(g) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

2.3 SS-2023-247 Single Source Contract Snow Plow Blade Parts

Moved by: P. Cuddy
Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated October 4, 2023, related to SS-2023-247 Single Source Contract Snow Plow Blade Parts:

- a) approval BE GIVEN to exercise the single source provisions of the Procurement of Goods and Services Policy under sections 14.4 (d) and (e) to contract with Valley Blades Ltd. 435 Philip Street, Waterloo Ontario for the supply and delivery of Snow Plow Blades, parts and accessories on City owned equipment for a one (1) year contract with an option to renew for four (4) additional years;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this contract; and,

c) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2023-V02)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Joining the Smart Commute Program

Moved by: P. Cuddy

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Joining the Smart Commute Program:

a) the above-noted staff report BE RECEIVED;

b) the by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023, to:

i) approve the Memorandum and Understanding between The Corporation of the City of London and the Smart Commute Association, substantially in the form as appended to the above-noted staff report; and,

ii) authorize the Mayor and the City Clerk to execute any document to give effect to the above-noted authorization;

c) the Civic Administration BE DIRECTED to finalize arrangements with RideShark for the provision of the Integrated Mobility Tool, used by members of the Smart Commute Program to support program services, following the procedures set out in the Procurement of Goods and Services Policy; and,

d) the Civic Administration BE DIRECTED to launch the Smart Commute London program in the fall of 2023. (2023-T10)

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 12:31 PM.

Strategic Priorities and Policy Committee Report

24th Special Meeting of the Strategic Priorities and Policy Committee
September 28, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Franke, E. Pelozza, D. Ferreira

ABSENT: S. Lehman, A. Hopkins, P. Van Meerbergen, S. Hillier

ALSO PRESENT: S. Corman, E. Hunt, K. Huckabone, M. Schulthess, E. Skalski
The meeting is called to order at 10:00 AM

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: P. Cuddy

Seconded by: S. Franke

That the Strategic Priorities and Policy Committee convenes In Closed Session to consider the following:

6.1 Education/Training Session

A matter pertaining to the education and training of Council Members by the Integrity Commissioner for the City of London which does not deal with any matter in a way that materially advances the business or decision-making of the Council or Standing Committee.

Motion Passed

The Strategic Priorities and Policy Committee convenes In Closed Session from 10:06 AM to 1:43 PM.

7. Adjournment

Moved by: S. Trosow

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:43 PM.

Strategic Priorities and Policy Committee Report

25th Meeting of the Strategic Priorities and Policy Committee
October 10, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

ABSENT: A. Hopkins

ALSO PRESENT: A. Barbon, D. Bordin, G. Clark, S. Corman, N. de Witt, K. Dickins, S. Mathers, K. Murray, J. Paradis, K. Shahata, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor, S. Thompson, J. Yanchula

Remote Attendance: E. Bennett, B. Card

The meeting is called to order at 4:00 PM; it being noted that Councillors S. Hillier, E. Pelozza and P. Van Meerbergen were in remote attendance.

1. Disclosures of Pecuniary Interest

Councillor S. Franke discloses a pecuniary interest in Item 4.2, having to do with appointments to the London Transit Commission by indicating that her brother is an applicant.

2. Consent

Moved by: C. Rahman
Seconded by: P. Cuddy

That Consent Items 2.1 to 2.3 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

2.1 City of London Strategic Financial Framework

Moved by: C. Rahman
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following action be taken:

a) the City of London Strategic Financial Framework, as appended to the staff report dated October 10, 2023 as "Appendix A", BE APPROVED; and

b) the Civic Administration BE DIRECTED to make the Strategic Financial Framework available on the City's website.

Motion Passed

2.2 Core Area Ambassador Pilot Program Review

Moved by: C. Rahman
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to a proposed strategy for the Core Area in alignment with the 2023-2027 City of London Strategic Plan:

- a) the staff report dated October 10, 2023, entitled "Core Area Ambassador Pilot Program Review" BE RECEIVED; and
- b) the Core Area Ambassador Pilot Program BE CONCLUDED at the end of 2023.

Motion Passed

2.3 6th Report of the Governance Working Group

Moved by: C. Rahman
Seconded by: P. Cuddy

That the following actions be taken with respect to the 6th Report of the Governance Working Group from its meeting held on September 25, 2023:

- a) the following actions be taken with respect to the draft Electronic Meeting Participation Policy:
 - i) the above-noted draft policy, as appended to the Governance Working Group agenda, BE APPROVED; and,
 - ii) the ~~attached~~ proposed by-law to enact the aforementioned policy BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023;
- b) the following actions be taken with respect to the 2023 Governance Working Group Deferred Matters List:
 - i) the Civic Administration BE DIRECTED to bring forward to the Strategic Priorities and Policy Committee revisions to the Selection Process Policy for Appointing Members to Committee, Civic Boards and Commissions and the Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy to enact the following:
 - A) the requirement to fully complete the selections for appointments of Council Members to standing committees during the selection voting process; and,
 - B) the requirement for members to fully complete the submission form(s) for consideration of appointments to standing committees;
 - ii) the above-noted Deferred Matters List BE RECEIVED; and
- c) clauses 1.1 and 5.1 BE RECEIVED for information.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 2023 Corporate Asset Management Plan

Moved by: S. Lehman
Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to 2023 Corporate Asset Management Plan:

- a) the report and the “2023 Corporate Asset Management Brochure” as appended to the staff report dated October 10, 2023 as Appendix “A” BE RECEIVED for information; and
- b) the “2023 Corporate Asset Management Plan”, as appended to the staff report dated as Appendix “B”, BE APPROVED;

it being noted that the Strategic Priorities and Policy Committee received a presentation with respect to this matter.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

4.2 Consideration of Appointments to the London Transit Commission (Requires 2 Members)

Moved by: S. Stevenson
Seconded by: P. Cuddy

That the following BE APPOINTED to the London Transit Commission for the term ending November 14, 2026:

- Jacqueline Madden
- David Little

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (2): A. Hopkins, and S. Franke

Motion Passed (13 to 0)

Election

Consideration of Appointments to the London Transit Commission

Nuno Dias (0.00 %):None

Eric Franke (0.00 %):None

Tariq Khan (0.00 %):None

David Little (26.92 %):S. Hillier, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, D. Ferreira

Jacqueline Madden (50.00 %):J. Morgan, S. Lewis, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, D. Ferreira, C. Rahman

Angie Ryan (0.00 %):None

Mel Sheehan (11.54 %):E. Pelozza, H. McAlister, S. Trosow

Christine Wilton (11.54 %):J. Morgan, S. Lewis, C. Rahman

Liza Worsfold (0.00 %):None

Conflict (0): None

Majority Winner: Jacqueline Madden; David Little

4.3 Lobbyist Registrar - Councillors D. Ferreira and S. Franke

Moved by: D. Ferreira

Seconded by: S. Franke

Motion failed.

Original motion read as follows:

That the Civic Administration BE DIRECTED to conduct a review and present a report on the feasibility, purpose, and associated expenses of implementing a mandatory municipal lobbyist registry. The review should encompass the establishment of a publicly accessible electronic portal for tracking lobbying activities within the municipality, the appointment of a registrar responsible for overseeing the registry, registration rules, potential exemptions, penalties, fines, enforcement mechanisms, and general provisions related to lobbying regulations;

it being noted that the Strategic Priorities and Policy Committee received a communication dated October 10, 2023 from Councillors D. Ferreira and S. Franke with respect to this matter.

Yeas: (5): H. McAlister, S. Trosow, C. Rahman, S. Franke, and D. Ferreira

Nays: (9): J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Absent: (1): A. Hopkins

Motion Failed (5 to 9)

4.4 Establishing Homes Ontario - T. Kernaghan, MPP

That the following actions be taken with respect to correspondence from T. Kernaghan:

a) the correspondence from T. Kernaghan, Member of Provincial Parliament, London North Centre dated October 1, 2023 and entitled "Establishing Homes Ontario" BE RECEIVED;

b) the Government of Ontario BE ADVISED that the Municipal Council of The Corporation of the City of London supports the house debate of the following motion "that, in the opinion of this House, the Government of Ontario should establish and fund a new public agency called Homes Ontario to finance and build 250,000 new affordable and non-market homes on public land over ten years, to be operated and/or constructed by public, non-profit or co-op housing providers"; and

c) that this matter also BE REFERRED to the Association of Municipalities of Ontario (AMO) for consideration.

ADDITIONAL VOTES:

Moved by: P. Cuddy

Seconded by: S. Stevenson

That the correspondence from T. Kernaghan, MPP dated October 1, 2023 entitled "Establishing Homes Ontario" BE RECEIVED.

Moved by: S. Trosow

Seconded by: D. Ferreira

That the motion BE AMENDED to include parts b) and c) as follows:

b) that the Government of Ontario BE ADVISED that the Municipal Council of The Corporation of the City of London supports the house debate of the following motion: "That, in the opinion of this House, the Government of Ontario should establish and fund a new public agency called Homes Ontario to finance and build 250,000 new affordable and non-market homes on public land over ten years, to be operated and/or constructed by public, non-profit or co-op housing providers"; and

c) that this matter also BE REFERRED to AMO for consideration.

Yeas: (7): J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Franke, and D. Ferreira

Nays: (6): P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Hopkins, and E. Pelozza

Motion Passed (7 to 6)

Moved by: D. Ferreira

Seconded by: S. Trosow

Part a), as amended, BE APPROVED.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): A. Hopkins, and E. Pelozza

Motion Passed (13 to 0)

Moved by: D. Ferreira

Seconded by: S. Trosow

Part b), as amended, BE APPROVED.

Yeas: (7): J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Franke, and D. Ferreira

Nays: (6): P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Hopkins, and E. Pelozza

Motion Passed (7 to 6)

Moved by: D. Ferreira

Seconded by: S. Trosow

Part c), as amended, BE APPROVED.

Yeas: (8): J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Lehman, S. Franke, and D. Ferreira

Nays: (5): P. Cuddy, S. Stevenson, J. Pribil, P. Van Meerbergen, and S. Hillier

Absent: (2): A. Hopkins, and E. Pelozza

Motion Passed (8 to 5)

5. Deferred Matters/Additional Business

None.

6. Confidential

None.

7. Adjournment

Moved by: S. Franke

Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 6:42 PM.

Planning and Environment Committee

Report

16th Meeting of the Planning and Environment Committee
October 3, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, S. Franke, Mayor J. Morgan

ABSENT: A. Hopkins, S. Hillier

ALSO PRESENT: Councillors P. Cuddy, J. Pribil, S. Trosow and D. Ferreira; J. Adema, M. Corby, B. Coveney, A. Curtis, K. Dawtrey, K. Edwards, K. Gonyou, A. Hovius, A. Job, P. Kavcic, S. Mathers, H. McNeely, N. O'Brien, B. O'Hagan, B. Page, M. Pease, A. Rammeloo and S. Wise

Remote attendance: Councillor C. Rahman; E. Bennett, M. Clark, D. Harpal, P. Kokkoros, B. Lambert and B. Westlake-Power

The meeting is called to order at 4:01 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 Delegation of Authority - Part Lot Control

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend By-law CP-17 being "A by-law to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act" to delegate the authority to pass by-laws to exempt all, or parts of, registered plans of subdivision from part-lot control. (2023-D25)

Yeas: (3): S. Lehman, S. Lewis, and S. Franke

Absent: (3): A. Hopkins, S. Hillier, and Mayor J. Morgan

Motion Passed (3 to 0)

3. Scheduled Items

3.1 10th Report of the Ecological Community Advisory Committee

Moved by: S. Franke

Seconded by: S. Lewis

That the following actions be taken with respect to the 10th Report of the Ecological Community Advisory Committee, from its meeting held on September 21, 2023:

- a) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property

located at 2473 Oxford Street West BE FORWARDED to the Civic Administration for review and consideration;

b) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 465 Sunningdale Road West BE FORWARDED to the Civic Administration for review and consideration;

c) the appointment of S. Miklosi BE RESCINDED from the Ecological Community Advisory Committee due to lack of attendance; and,

d) clauses 1.1, 3.1 to 3.4, inclusive, 5.1 to 5.3, inclusive, 5.5 and 5.6, 6.1 to 6.5, inclusive, BE RECEIVED for information.

Yeas: (3): S. Lehman, S. Lewis, and S. Franke

Absent: (3): A. Hopkins , S. Hillier, and Mayor J. Morgan

Motion Passed (3 to 0)

3.2 3480 Morgan Avenue (OZ-9100 / 39T-22503)

Moved by: S. Franke

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3480 Morgan Avenue:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Community Shopping Area Special Provision (h*11*63*82*95*100*105*135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*11*63*82*95*100*105*138(CSA5(3)) TO a Holding Residential R9 Special Provision (h*R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*54*198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*54*198(R9-7(_)-CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*54*198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1) BE REFUSED for the following reason:

i) a couple of additional holding provisions are considered necessary to address a range of planning and servicing issues associated with the proposed development;

b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Community Shopping Area Special Provision (h*11*63*82*95*100*105*135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*11*63*82*95*100*105*138(CSA5(3)) TO a Holding Residential R9 Special Provision (h*11*100*105*198(R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*11*54*100*105*198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*11*54*100*105*198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*11*54*100*105*198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/

Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1);

c) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application by Sifton Properties Limited, relating to lands located at 3480 Morgan Avenue;

d) the Site Plan Approval Authority BE REQUESTED to consider the provision of short-term public bicycle parking in the development of each block through the site plan process; and,

e) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Sifton Properties Limited (File No. 39T-22503), prepared by Archibald, File No. 8-L-5709-A, March 17th 2022, which shows a draft plan of subdivision consisting of one (1) Medium Density Residential Blocks, three (3) Mixed-Use Blocks and one (1) Park Block and two new streets (Street A and B) SUBJECT TO conditions;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- L. Clark, Sifton Properties Limited;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Shopping Area Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies; and,
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (3): S. Lehman, S. Lewis, and S. Franke

Absent: (3): A. Hopkins , S. Hillier, and Mayor J. Morgan

Motion Passed (3 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (3): S. Lehman, S. Lewis, and S. Franke

Absent: (3): A. Hopkins , S. Hillier, and Mayor J. Morgan

Motion Passed (3 to 0)

Moved by: S. Franke
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (3): S. Lehman, S. Lewis, and S. Franke

Absent: (3): A. Hopkins , S. Hillier, and Mayor J. Morgan

Motion Passed (3 to 0)

3.3 1236 Southdale Road East (Z-9634)

Moved by: S. Lewis
Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Aun Holdings Inc., relating to the property located at 1236 Southdale Road East:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-10) Zone TO a Holding Residential R5 Special Provision (h-17*R5-7(_)) Zone and Open Space (OS5) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) design the side elevation of the corner units that are facing the driveway and the amenity space with enhanced detail, such as wrap-around porches and a similar number of windows as is found on the front elevation to offer reasonable level of passive surveillance throughout the site;
 - ii) consider moving the garbage bins away from the view of the public street. If garbage bins cannot be moved to another location, provide all-season landscaping to screen the bins from the street and to provide a visual interest;
 - iii) provide details for the patio wall/enclosure. Ensure the patio walls/enclosures are of minimum required heights and provide all-season landscape buffers with clear sight lines to delineate the public and private realm along the street frontages and around the internal parking area;
 - iv) a 1.5 metre access aisle is required with the barrier-free parking stall in accordance with the Site Plan Control By-law; and,
 - v) the provision of short-term public bicycle parking in the development;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- M. Davis, Siv-ik Planning and Design;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,

- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (3): S. Lehman, S. Lewis, and S. Franke

Absent: (3): A. Hopkins , S. Hillier, and Mayor J. Morgan

Motion Passed (3 to 0)

Moved by: S. Franke

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

3.4 Amendment to Increase Additional Residential Unit Permissions (OZ-9651)

Moved by: S. Franke

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, with respect to the Official Plan and Zoning By-law requirements for additional residential units, the following actions be taken:

a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 TO AMEND the Official Plan for the City of London, 2016, to change the maximum permitted Additional Residential Units within single detached dwellings, semi-detached dwellings or street townhouse dwellings FROM a maximum of two additional residential units permitted TO a maximum of three additional residential units permitted;

b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 TO AMEND Zoning By-law No. Z.-1, (in conformity with the City of London Official Plan, 2016, as amended in part a) above); and,

c) the Civic Administration BE DIRECTED to remove the bedroom limit city-wide, except Near Campus Neighbourhoods, and report back on possible limits to Near Campus Neighbourhoods (NCN); it being noted that the Civic Administration has been directed to undertake a review of the current five-bedroom limit and to report back at a future meeting of the Planning and Environment Committee;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 6, 2023 from H. Schreff, London Hydro; and,
- a communication dated September 15, 2023 from A. Laverty, Upper Thames River Conservation Authority;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- M. Wallace, London Development Institute;
- J.M. Fleming, City Planning Solutions, on behalf of Copp Realty Corp.;
- E. Poirier, University Students Council, Western University;
- S. Levin; and,
- J. Lepri;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the general intent of The London Plan, including, but not limited to the Neighbourhoods Place Type, Policy 942; and,
- the recommended amendment supports Council's commitment to increase housing supply and affordability;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

Moved by: S. Franke

Seconded by: S. Lewis

Motion to direct staff to remove the bedroom limit city-wide, except Near Campus Neighbourhoods, and report back on possible limits to Near Campus Neighbourhoods (NCN); it being noted that the Civic Administration has been directed to undertake a review of the current five-bedroom limit and to report back at a future meeting of the Planning and Environment Committee.

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

3.5 50 King Street and 399 Ridout Street (OZ-9622)

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 50 King Street London Limited, relating to the property located at 50 King Street & 399 Ridout Street North:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend the Official Plan for the City of London, 2016, to create a specific area policy in the Downtown Place Type at 50 King Street & 399 Ridout Street to permit increased height of fifty three (53) storeys and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan;
- b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, as amended in part (a) above, to change the zoning of the subject property FROM a Community Facility/Downtown Area (CF1/DA2*D350*H15) Zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) Zone TO a holding Downtown Area Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1250*H186) Zone; an Open Space (OS4) Zone and an Open Space Special Provision (OS2()) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:
 - i) provide a publicly-accessible, barrier-free path of travel from Ridout Street North to the Thames Valley Parkway and Ivey Park;
 - ii) provide building entrances from the residential lobbies to King Street;
 - iii) provide a minimum transparent glazing on the ground floor of 25% on abutting King Street for Tower 2, a minimum of 40% abutting King Street for Tower 1, and a minimum of 60% abutting Ridout Street North for Tower 1;

- iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing;
 - v) implement mitigation measures recommended from the wind study to minimize the impacts of wind on outdoor amenity areas and pedestrian areas;
 - vi) provide a minimum 1.0m stepback of the podium above the third floor for Tower 1: adjacent to the existing courthouse, along Ridout Street North, and along King Street;
 - vii) provide a Building Condition Assessment and Strategic Conservation Plan;
 - viii) implement construction monitoring for archaeological resources;
 - ix) provide and implement a Temporary Protection Plan prior to and during construction, to evaluate impacts on the existing heritage buildings;
 - x) provide a Commemoration Plan to recognize the historic significance of the site through cultural heritage interpretative signage, features, and other design elements.
 - xi) provide parking underground and ensure there are no blank walls associated with the parking structure; and,
 - xii) provide landscaped terracing towards and along Ivey Park that addresses the change in grade and provides for active uses; and,
- d) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 22, 2023, from J. Lownie;
- a communication dated September 27, 2023, from J. Hall;
- a communication dated September 28, 2023, from N. Knight;
- a communication dated September 27, 2023, from J. Potter;
- a communication dated September 26, 2023, from B. and J. Timney;
- a communication from J. and B. Earley;
- a communication dated September 28, 2023, from J. Donnelly; and,
- a communication dated September 28, 2023, from D. Erskine;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- S. Allen, MHBC PLanning;
- C. Quintyn;
- B. Earley;
- S. Levin;
- C. Spina;
- J. Fontana;
- A-M. Valastro;
- J-M. Metrailler;
- J. Easton;
- J.M. Fleming;
- D. Erskine;
- J. Donnelly;
- S. Britt;
- S. Bentley;
- Martin;
- J. Jacobson;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Key Direction, Downtown Place Type and Criteria for Specific Policies; and,
- the recommended amendment facilitates the development of a prominent site within the Downtown, Built Area Boundary and Primary Transit Area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

Moved by: S. Lewis

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and Mayor J. Morgan

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (4 to 0)

4. Items for Direction

4.1 Urban Design Peer Review Panel

Moved by: S. Lewis

Seconded by: Mayor J. Morgan

That the communication from Deputy Mayor S. Lewis and Councillor S. Lehman with respect to the Urban Design Peer Review Panel BE REFERRED to the October 17, 2023 Council meeting for a decision; it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated September 28, 2023 from C. O'Brien, Drewlo Holdings Inc.; and,
- a request for delegation status and a communication dated September 28, 2023 from M. Wallace, London Development Institute.

Yeas: (3): S. Lehman, S. Lewis, and Mayor J. Morgan

Nays: (1): S. Franke

Absent: (2): A. Hopkins , and S. Hillier

Motion Passed (3 to 1)

Additional Votes:

Moved by: S. Franke

Seconded by: Mayor J. Morgan

That the communication related to the Urban Design Peer Review Panel (4.1) and the Deferred Matters List (5.1) dated September 28, 2023 BE REFERRED to the October 23, 2023 Planning and Environment Committee meeting for a decision.

Yeas: (2): S. Franke, and Mayor J. Morgan

Nays: (2): S. Lehman, and S. Lewis

Absent: (2): A. Hopkins , and S. Hillier

Motion Failed (2 to 2)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: Mayor J. Morgan

That the Deferred Matters List dated September 26, 2023 BE REFERRED to the October 17, 2023 Council meeting for a decision.

Yeas: (3): S. Lehman, S. Lewis, and Mayor J. Morgan

Nays: (1): S. Franke

Motion Passed (3 to 1)

Additional Votes:

Moved by: S. Franke

Seconded by: Mayor J. Morgan

That the communication related to the Urban Design Peer Review Panel (4.1) and the Deferred Matters List (5.1) dated September 28, 2023 BE REFERRED to the October 23, 2023 Planning and Environment Committee meeting for a decision.

Yeas: (2): S. Franke, and Mayor J. Morgan

Nays: (2): S. Lehman, and S. Lewis

Motion Failed (2 to 2)

6. Confidential (Enclosed for Members Only)

6.1 689 Oxford Street West - OLT Appeal and Instructions

Moved by: S. Lewis

Seconded by: S. Lehman

That the item relating to 689 Oxford Street West BE REFERRED to the October 17, 2023 Council meeting for a decision.

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals related to 689 Oxford Street West at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (3): S. Lehman, S. Lewis, and Mayor J. Morgan

Nays: (1): S. Franke

Motion Passed (3 to 1)

7. Adjournment

The meeting adjourned at 6:46 PM.

Corporate Services Committee

Report

17th Meeting of the Corporate Services Committee
October 3, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, Mayor J. Morgan

ABSENT: D. Ferreira

ALSO PRESENT: Councillors J. Pribil; S. Franke; L. Livingstone, A. Barbon, I. Collins, S. Corman, K. Dickins, A. Job, K. Murray, J. Paradis, C. Smith

Remote Attendance: E. Bennett, B. Card, M. Daley, A. Howard, V. Morgado, M. Schulthess, B. Westlake-Power

The meeting is called to order at 12:00 PM.

1. Disclosures of Pecuniary Interest

It BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Stevenson

Seconded by: H. McAlister

That consent items 2.1 to 2.4, BE APPROVED.

Yeas: (4): S. Lewis, H. McAlister, S. Stevenson, and S. Trosow

Absent: (2): D. Ferreira, and Mayor J. Morgan

Motion Passed (4 to 0)

2.1 City of London's Credit Rating

Moved by: S. Stevenson

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the City of London's Credit Rating Report, providing a summary of Moody's Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Motion Passed

2.2 2023 Mid-Year Operating Budget Monitoring Report

Moved by: S. Stevenson

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated October 3, 2023, with respect to the 2023 Mid-Year Operating Budget Monitoring Report, BE RECEIVED; it being noted that the year-end positions could fluctuate based on factors beyond the control of the Civic Administration:

- Property Tax Supported Budget projected surplus of \$18.0 million;
- Water Rate Supported Budget projected surplus of \$5.5 million;
- Wastewater and Treatment Rate Supported Budget projected surplus of \$3.7 million;

it being further noted that Property Tax, Water, and Wastewater & Treatment Budget surplus will be allocated in accordance with the Council Approved Surplus/Deficit Policy.

Motion Passed

2.3 2023 Mid-Year Capital Budget Monitoring Report

Moved by: S. Stevenson

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2023 Mid-Year Capital Budget Monitoring Report:

a) the 2023 Mid-Year Capital Budget Monitoring Report BE RECEIVED for information, it being noted that the life-to-date capital budget represents \$3.4 billion with \$1.9 billion committed and \$1.5 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by amending by-law No. CPOL.-45(b)-239;

b) the completed capital projects, totaling \$3.4 million of net surplus funding, included in Appendix "B" as appended to the staff report dated October 3, 2023, BE CLOSED;

c) the funding associated with the rate supported capital projects approved for closure in b) be discharged as follows:

i) pay-as-you-go funding of \$15 thousand BE TRANSFERRED from capital receipts;

ii) authorized debt financing of \$2 thousand BE RELEASED resulting in a reduction of authorized, but unissued debt;

iii) uncommitted reserve fund drawdowns of \$169 thousand BE RELEASED back into the reserve funds which originally funded the projects;

d) the funding associated with the non-rate supported capital projects approved for closure in b) be discharged as follows:

i) uncommitted reserve fund drawdowns of \$2.5 million BE RELEASED back into the reserve funds which originally funded the projects;

ii) other net non-rate supported funding sources of \$758 thousand BE ADJUSTED in order to facilitate project closings.

Motion Passed

2.4 SS-2023-252 New Fibre Network Service Installation for Fire Station No. 15

Moved by: S. Stevenson

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the new fibre network service installation required for the new Fire Station No. 15 at

2340 Old Victoria Road:

- a) approval BE GIVEN to execute a Single Source purchase as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) Single Source negotiated price BE ACCEPTED to secure the installation of the new fibre network service required for the operation of the new Fire Station No. 15 for a total price of \$113,850.00 (excluding HST) from Rogers Communications Canada Inc.;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the staff report dated October 3, 2023 as Appendix "A".

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Budweiser Gardens Proposed Expansion - Additional Information and Proposed Amending Agreement

Moved by: H. McAlister

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the report providing additional information on the proposed Budweiser Gardens Expansion BE RECEIVED for information;
- b) the proposed by-law as appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on October 17, 2023 to execute the proposed amending agreement to the Participatory Occupancy Lease (Schedule "A") related to the Budweiser Gardens Expansion project;
- c) the source of financing for the proposed expansion BE APPROVED as set out in the Source of Financing Report as appended to the staff report as Appendix "B"; and
- d) the Civic Administration BE DIRECTED to confirm concurrence in writing for the contract extension with Ovations Food Services, L.P.;
it being noted that the attached questions were submitted by Councillor S. Trosow.

Yeas: (4): S. Lewis, H. McAlister, S. Stevenson, and Mayor J. Morgan

Nays: (1): S. Trosow

Absent: (1): D. Ferreira

Motion Passed (4 to 1)

4.2 Application - Issuance of Proclamation - National Day of Awareness (Economic Abuse Awareness Day)

Moved by: S. Stevenson
Seconded by: S. Trosow

That based on the application dated September 18, 2023 from the Canadian Centre for Women's Empowerment, the request BE RECEIVED.

Yeas: (4): S. Lewis, H. McAlister, S. Stevenson, and S. Trosow

Absent: (2): D. Ferreira, and Mayor J. Morgan

Motion Passed (4 to 0)

4.3 (ADDED) Application - Issuance of Proclamation - Turkish Republic Day

Moved by: S. Trosow
Seconded by: S. Stevenson

That based on the application dated September 29, 2023 from the Federation of Canadian Turkish Associations, October 29, 2023 BE PROCLAIMED Turkish Republic Day.

Yeas: (4): S. Lewis, H. McAlister, S. Stevenson, and S. Trosow

Absent: (2): D. Ferreira, and Mayor J. Morgan

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: S. Stevenson
Seconded by: H. McAlister

That the Corporate Services Committee convenes In Closed Session to consider the following:

6.1 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of office space by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and Mayor J. Morgan

Absent: (1): D. Ferreira

Motion Passed (5 to 0)

The Corporate Services Committee convenes In Closed Session from 1:28 PM to 1:35 PM.

7. Adjournment

Moved by: S. Stevenson

Seconded by: S. Trosow

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:40 PM.

Questions Regarding Budweiser Garden Expansion Proposal

- 1) There is some overlap in the descriptions which are included under Phase I and Phase II. Could further detail be given as to exactly what is anticipated under Phase 1 and Phase II?
- 2) What is the East Bowl Loge, and can it be moved into Phase II items? Ca
- 3) Could the report more precisely state what are the “General Food and Beverage Concessions Upgrades”?
- 4) Could the report more precisely state what is included under the “Knights Locker Room Renovation”? Are there other sources of funding for these improvements and can any any of them be moved to Phase II?
- 5) Could more detail be provided regarding “Club Lounge Expansion” ? Can any of these be moved to Phase II?

Questions Regarding Analysis of Expansion and Renovation Proposal

- 1) Can any of the expenses anticipated under Phase I be deferred to Phase II?
- 2) How is the 80% / 20% split derived. Can the City seek to lower its share through a negotiation process?
- 3) First paragraph on page 66 says proposal was already scoped down from original cost of \$39.8 million. Can any of the parts of the proposal be further scope down?
- 4) The work in Phase II is aligned with the 2024-27 multi-year budget. Can any of the expenditures in Phase I be similarly aligned with the multi-year budget and be considered along with Phase II?
- 5) 5th paragraph on page 66 says KPMG did not audit the figures or assumptions. What were the assumptions, and could further information be provided about the effect of these not being audited?
- 6) Same paragraph refers to a “handful of variables”. What are these variables?
- 7) Use of terms “appears to be” and “may have” seem to be very loose and speculative. Can more precision be given before the city undertakes the Phase I expenditures?
- 8) First paragraph of page 67 speaks of indirect financial benefits or additional economic spin-offs Can more precision be given as to what these are? If they include local restaurant revenue, how is this affected by the food service expansion?
- 9) References to improving the user experience seem vague, can more precision be given as to what they are and how they will improve revenue?
- 10)

Questions Regarding Sensitivity Analysis

- 1) On Page 67, first paragraph of 2.2 refers to “assumed revenue increases...”. What are these “assumptions” and upon what are they based?
- 2) Reference is made in the second paragraph of 2.2 on page 67 to KPMG’s sensitivity analysis”. Could more detail be provided about how these ROI estimates were based and what were its underlying assumptions?

Questions Regarding Funding of Phase I Improvements:

- 1) All of the funding is proposed to come from the City's 50 share of revenues from the Municipal Accommodation Tax (MAT), the other 50% going to Tourism London. Is Tourism London able to make any contributions to the overall costs of Phase I from its 50% share of the MAT? To the extent they are able to make any contributions, how would this reduce the corresponding debt servicing costs to the city over the 10 year or 20 year debentures?
- 2) How will the financing of the Phase I improvements, which will deplete the existing TIRF balance affect the ability of other potential applicants of this fund to obtain Tourism related funding over the life of the 10 or 20 year loan?
- 3) The report indicates that the City's uncommitted TIRF balance is approximately \$3.6 million. What is the current uncommitted balance of Tourism London's share of MAT proceeds?
- 4) Can anything be done to reduce the estimated cost of the debt servicing under either the 10 or 20 year option?
- 5) Are other funds available to support Phase I costs, such as LEDC reserve funds?

Questions Regarding Food Service Expansion:

- 1) Regarding the "Commission based model", what is the commission and what have the commission-based revenue been? Is this likely to change with the proposed expansion?
- 2) What is the relationship between OVG 360? Is it arms length or does OVG 360 have a controlling interest in the food service operator?
- 3) The last extension was for a five-year period. Why would another five-year extension not suffice.
- 4) Page 69 (6th paragraph down) says "...a variety of sources were used." What were these sources and what did each of them show? Does "confidentiality" claim preclude further inquiry into the food service extension?
- 5) Next paragraph on page 69 starts with "Based on the various information sources review", could you specify what these sources were and whether they could be shared with the committee? Were these in the KPMG report or were there other sources?
- 6) Last sentence on page 69 says "generally falls in the range..." Could more specificity be given as to the nature of that range and its sources?
- 7) First sentence on page 70 says "slightly longer" extension? The extension to 2051 seems very long, what is meant by slightly.
- 8) What effect will the expanded food services have on the available menu options, and how will this affect local restaurants?
- 9) Can the immediate need for expansion / upgrade be accomplished with a shorter extension?

Prepared by Sam Trosow (October 3, 2023)

Bill No. 368
2023

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 17th day of
October 2023.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

Bill No. 369
2023

By-law No. A.- _____ - ____

A by-law to authorize and approve an Amending Agreement with respect to the Participatory Occupancy Lease for Budweiser Gardens and to authorize the Mayor and the City Clerk to execute the Amending 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 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 in 2001, The Corporation of the City of London, Royal Trust Corporation of Canada and Global Spectrum Facility Management formed the London Civic Centre Limited Partnership and jointly agreed to a Participatory Occupancy Lease (POL) for the facility now known as “Budweiser Gardens”;

AND WHEREAS amendments to the POL are desired by all parties to the Lease to permit the expansion and renovation of the building as set forth in Section 32.2 of the POL;

AND WHEREAS amendments to the POL are desired by all parties to adjust the distribution of cash flow as set forth in Section 5.4(v)(d) of the POL;

AND WHEREAS amendments to the POL are desired by all parties to adjust the deficiencies cap as set forth in Section 5.14(i) of the POL;

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

1. The Amending Agreement between The Corporation of the City of London, Royal Trust Corporation of Canada as Trustee of the City of London Area Trust and the London Civic Centre Limited Partnership with respect to the Participatory Occupancy Lease for Budweiser Gardens (the “Amending Agreement”), attached hereto as Schedule “A”, is hereby authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Amending Agreement authorized and approved in section 1.
3. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Passed in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

- (c) **“Phase 2”** means the second phase of the Expansion Project, referred to and described as “Priority #2” in the OVG360 Proposal, which includes
- (i) The remainder of the Level 100 Multipurpose Event Space;
 - (ii) Level 100 Office Renovation;
 - (iii) Level 200 Backstage Club/Kitchen;
 - (iv) Level 200 Administrative Office Expansion and Refresh;
 - (v) Level 300 Feature Bar at North Concourse; and
 - (vi) General Audio/Visual and Technology Upgrades.
3. The proposed costs of the Expansion Project (the **“Expansion Project Costs”**), and the contributions of the City and the Tenant to those costs, on an 80% / 20% sharing of costs basis, as set out in the OVG360 Proposal, are:
- (a) Phase 1 Costs - \$15,146,900
 - (i) Contribution by the City - \$ 9,000,000
 - (ii) Contribution by the Tenant - \$ 6,146,900
 - (b) Phase 2 Costs - \$18,191,000
 - (i) Contribution by the City - \$17,670,320
 - (ii) Contribution by the Tenant - \$ 520,680
 - (c) Total Cost of Phase 1 and Phase 2 - \$33,337,900
 - (i) Total Contribution by the City - \$26,670,320
(80% of Total Phase 1 and Phase 2 Costs)
 - (ii) Total Contribution by the Tenant - \$ 6,667,580
(20% of Total Phase 1 and Phase 2 Costs)
4. The Landlord, City and the Tenant agree that, subject to Section 6 of this Amendment, the responsibility for payment of the Expansion Project Costs for Phase 1, as set out in Section 3(a) of this Amendment, shall be divided between the City and the Tenant as set out in Section 3(a) of this Amendment and, subject to Sections 6 and 9 of this Amendment, the responsibility for payment of the Expansion Project Costs for Phase 2, as set out in Section 3(b) of this Amendment, shall be divided between the City and the Tenant as set out in Section 3(b) of this Amendment.
5. Any and all construction contracts entered into for the Phase 1 and/or Phase 2 work described in this Amendment shall be entered into by Tenant and shall be Fixed Price Construction Contracts and shall be in a form approved by the City.
6. (a) The City shall have no responsibility for any costs or liabilities in connection with the construction of Phase 1 work above the amount of \$9,000,000, as set out in Section 3(a) above, plus applicable taxes, other than cost overruns resulting from City Initiated Changes.
- (b) Subject to Section 9 of this Amendment, the City shall have no responsibility for any costs of Phase 2 work above the amount of

\$17,670,320.00, as set out in Section 3(b) above, plus applicable taxes, other than cost overruns resulting from City Initiated Charges.

- (c) For purposes of this Amendment, City Initiated Changes shall also include changes to Phase 1 and/or Phase 2 work (or otherwise to the agreed upon project plans) that are required or requested by the City or Landlord.
7. The “70%” figure in Section 5.4(v)(d)(A) of the Lease
 - (a) shall continue to apply for the first five (5) Fiscal Periods after Substantial Completion of the Phase 1 work; and
 - (b) shall be amended to be “60% for each Fiscal Period thereafter.
 8. The current Deficiencies Cap of Eight Hundred and Eighty Thousand Dollars (\$880,000.00), calculated pursuant to Section 5.14(i) of the Lease, is hereby amended and reduced to Five Hundred Thousand Dollars (\$500,000.00) for the first Fiscal Period after the Phase 1 work has been Substantially Completed, and for each subsequent Fiscal Period the Deficiencies Cap shall be the product of the Deficiencies Cap for the immediately preceding Fiscal Period multiplied by the CPI Change
 9. The provisions in this Amendment apply to Phase 1 but the provisions in this Amendment will only apply to Phase 2 once City Council has authorized and approved Phase 2. For clarity, until City Council authorizes and approves Phase 2, neither the City nor Tenant has any obligation to proceed with Phase 2. If City Council fails to authorize and approve Phase 2, the terms of this Amendment related to Phase 2 shall be null and void.
 10. To the extent the Lease is inconsistent with the foregoing terms, the Lease shall be deemed to be amended hereby. All references to the Lease in the Lease or in any other document referencing the Lease shall be deemed to refer to the Lease as amended hereby. Except for the modifications set forth above, all of the provisions of the Lease shall remain unmodified and in full force and effect.
 11. This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date first set forth above.

(signature page follows)

**ROYAL TRUST CORPORATION OF CANADA, AS
TRUSTEE OF THE CITY OF LONDON ARENA
TRUST**

By: _____
Name:
Title:

By: _____
Name:
Title:

**LONDON CIVIC CENTRE LIMITED PARTNERSHIP
By its general partner, LONDON CIVIC CENTRE
CORPORATION**

By: _____
Name:
Title:

By: _____
Name:
Title:

THE CORPORATION OF THE CITY OF LONDON

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule B

Budweiser Gardens Proposed Renovation Plan (the "OVG360 Proposal")

Attached.

BUDWEISER GARDENS PROPOSED RENOVATION PLAN

MAY 2023

**BRISBIN
BROOK
BEYNON**
ARCHITECTS



London
CANADA

OVG
OAK VIEW GROUP

HOW WE GOT HERE

- ❖ In 2001 Global Spectrum (now OVG360) partnered with Ellis-Don to create the London Civic Centre, LP (LCC) and established a public-private partnership with the City of London to develop a new arena.
- ❖ Peter Luukko, Brian Ohl and Jim King were all part of the team that negotiated and signed the original contract with the City.
- ❖ OVG360 has been a partner of the venue since groundbreaking when we operated as Global Spectrum, then Spectra, and now OVG360
- ❖ The venue celebrated its 20th Anniversary on October 2, 2022
- ❖ OVG360 has recently completed six new arena projects across North America and a modernization of the arena in Baltimore.
- ❖ When the original contract was signed over twenty years ago, there was an understanding that upgrades would be a necessity in the future. We now have an excellent opportunity to accomplish the necessary betterments with little impact on business.



WHY RE-INVEST IN BUDWEISER GARDENS

Budweiser Gardens has established itself as a well renowned and respected venue within the sports and entertainment industry, both nationally and internationally. This has been shown through the numerous venue accolades it has received including:

- ❖ 2010 and 2012 Canadian Venue of the Year at the Canadian Music and Broadcast Industry Awards
- ❖ Hosted the 2019 Canadian Juno Awards in March 2019
- ❖ 2014 Large Business of the Year award at the London Business Achievement Awards sponsored by the London Chamber of Commerce
- ❖ 2019 Best Teamwork in a Major Arena at the Live Music Industry Awards
- ❖ 2021 Corporate Icon Award at the London Business Achievement Awards sponsored by the London Chamber of Commerce
- ❖ Hosted 2019 Canadian Juno Awards
- ❖ Hosted the 2016 and 2021 Canadian Country Music Awards
- ❖ Hosted the Memorial Cup in 2005 and 2014, The World Figure Skating Championships in 2012 and the Tim Horton's Brier in 2011 and 2023

** Each of these events required additional temporary infrastructure to be erected to meet the needs of the event, which added considerable costs to event organizers and will be a roadblock for hosting future events.

WHY RE-INVEST IN BUDWEISER GARDENS CONTINUED

- ❖ The 10,000 SF of multi-purpose event space in the proposed expansion will alleviate the need for temporary infrastructure and reduce costs for the organizers, making London a desirable option to host future high-profile events again.
- ❖ The expansion of Budweiser Gardens will allow the London Knights to have the modern facilities that have become the expectation in the Canadian Hockey League.

WHAT THE RENOVATION WILL ACCOMPLISH

The renovation will introduce new revenue streams and increase existing revenue opportunities while significantly upgrading the patron experience at the venue through:

- ✓ Upgrade of existing suites
- ✓ Expansion of the existing Club Lounge
- ✓ Addition of East Bowl loge boxes
- ✓ Upgrade Food and Beverage programs with new technology
- ✓ New centre hung scoreboard

Additionally, renovating and upgrading the London Knights facilities will have a positive effect on on-going contract negotiations and continued Knight's success.

PROPOSED BUSINESS TERMS

- ❖ London Civic Centre, LP (LCC) agreement is through May 2051
 - Profit share with City of 70/30 (City/LCC) for first 5 years
 - Profit share with City is revised to 60/40 (City/LCC) after 5 years
 - Deficiencies cap related to Covid losses reduced from \$880k to \$500k to ensure greater cash flow to City in near term
 - Approval of Food and Beverage contract through May 2051 to coincide with the LCC agreement terms
 - Other current terms remain intact, including cashflow deficiencies protection for the City

PROPOSED PROJECT COSTS

| | | |
|---|--|---------------------|
| ❖ | Full Project Costs (both phases): | \$33,337,900 |
| | ▪ London Civic Centre investment | \$6,667,580 20% |
| | ▪ Public investment | \$26,670,320 80% |
| ❖ | Phase I Costs | \$15,146,900 |
| | ▪ City - \$9,000,000 | |
| | ▪ London Civic Centre - \$6,146,900 | |
| ❖ | Phase II Costs | \$18,191,000 |
| | ▪ City - \$17,670,320 | |
| | ▪ London Civic Centre - \$520,680 | |

RENOVATION PROJECTS PRIORITY PHASING

PRIORITY #1

| | | |
|--|-------------------|---------------------|
| L100 Club Lounge Expansion | 2,800 SF x \$600 | \$1,680,000 |
| L100 Multipurpose Event Space Expansion - (PARTIAL SHELL) 1/3 OF FOOTPRINT | 4,800 SF x \$725 | \$3,480,000 |
| L100 Knights LR Renovation | 6,200 SF x \$400 | \$2,480,000 |
| L200 Private Suites & Corridors Refresh | 14,090 SF x \$110 | \$1,549,900 |
| L200 Develop East Bowl Loges | 1,345 SF x \$600 | \$807,000 |
| General Food & Beverage Concessions Upgrade | Lump Sum | \$3,250,000 |
| General AV/Technology Upgrades | Lump Sum | \$1,900,000 |
| Total | | \$15,146,900 |

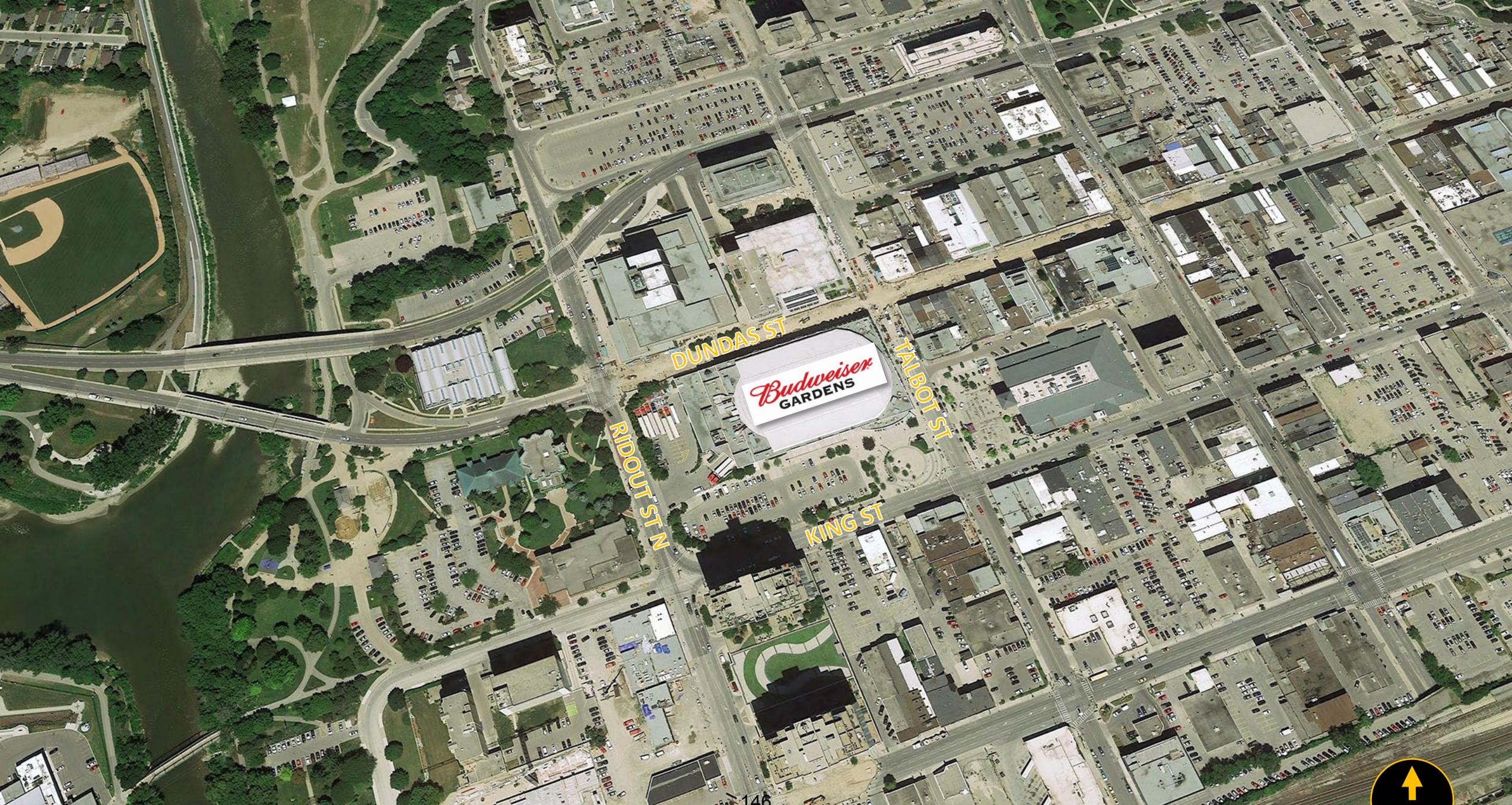
PRIORITY #2

| | | |
|--|------------------|---------------------|
| L100 Multipurpose Event Space Expansion - (PARTIAL SHELL) 2/3 OF FOOTPRINT | 9,600 SF x \$735 | \$7,056,000 |
| L100 Office Renovation | 2,400 SF x \$750 | \$1,800,000 |
| L200 Backstage Club/Kitchen | 8,180 SF x \$825 | \$6,748,500 |
| L200 Admin Office Expand/Refresh | 9,230 SF x \$50 | \$461,500 |
| L300 Feature Bar at North Concourse | 750 SF x \$700 | \$525,000 |
| General AV/Technology Upgrades | Lump Sum | \$1,600,000 |
| Total | | \$18,191,000 |

PROJECTED ANNUAL REVENUE

Projected net available cash flow after completion of both phases
\$2,062,000

Current year projection is \$265,000



DUNDAS ST

TALBOT ST

RIDOUT ST N

KING ST

146



DUNDAS STREET WEST

4 BAYS FOR PHASE 1

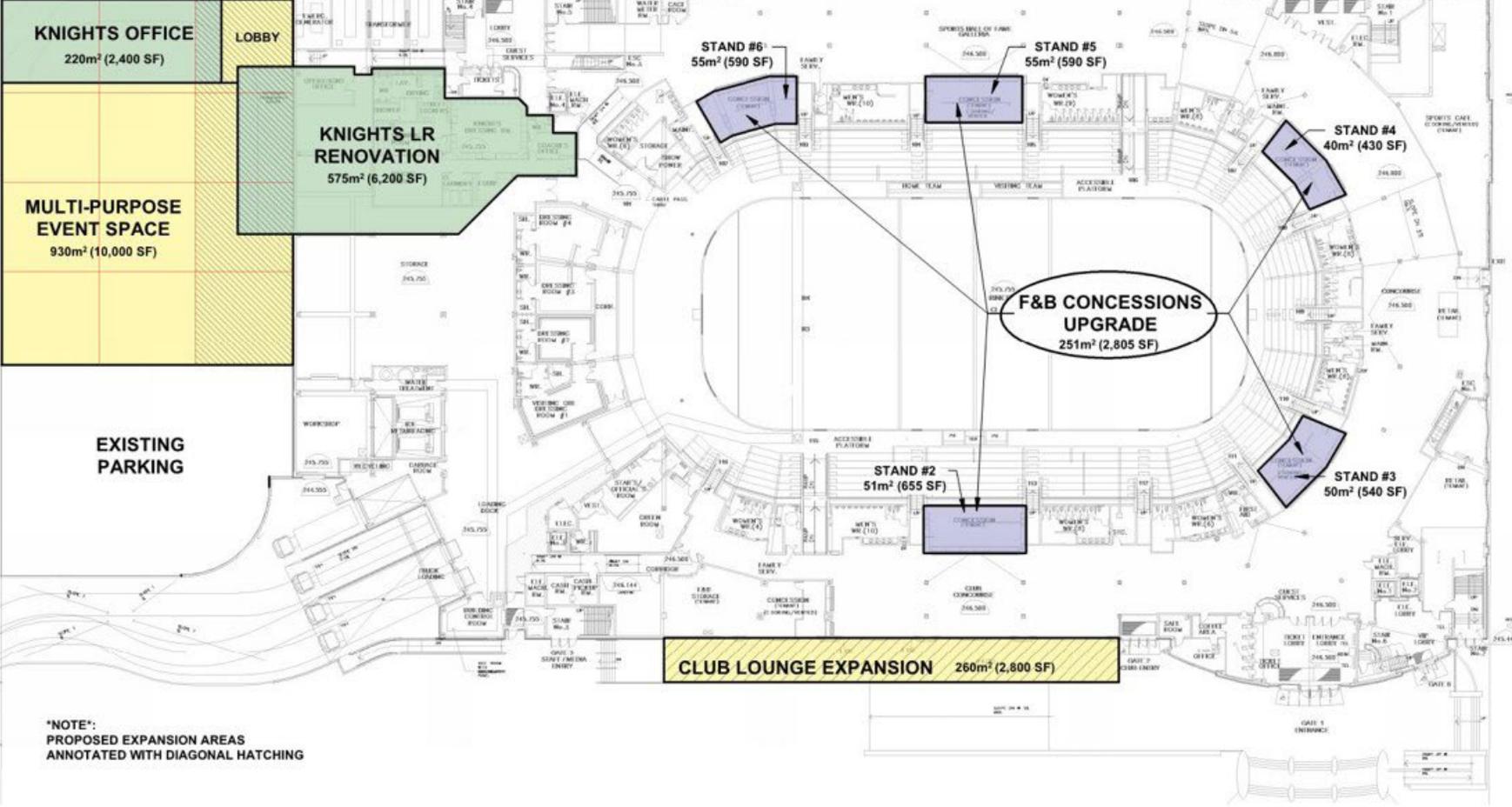
446m² (4,800 SF)

32,617
3 STRUCTURAL BAYS

41,170
4 STRUCTURAL BAYS

RIDOUT STREET

TALBOT STREET



NOTE:
PROPOSED EXPANSION AREAS
ANNOTATED WITH DIAGONAL HATCHING

CLUB LOUNGE EXPANSION 260m² (2,800 SF)

F&B CONCESSIONS UPGRADE 251m² (2,805 SF)

STAND #6 55m² (590 SF)

STAND #5 55m² (590 SF)

STAND #4 40m² (430 SF)

STAND #3 50m² (540 SF)

STAND #2 51m² (555 SF)

KNIGHTS LR RENOVATION 575m² (6,200 SF)

KNIGHTS OFFICE 220m² (2,400 SF)

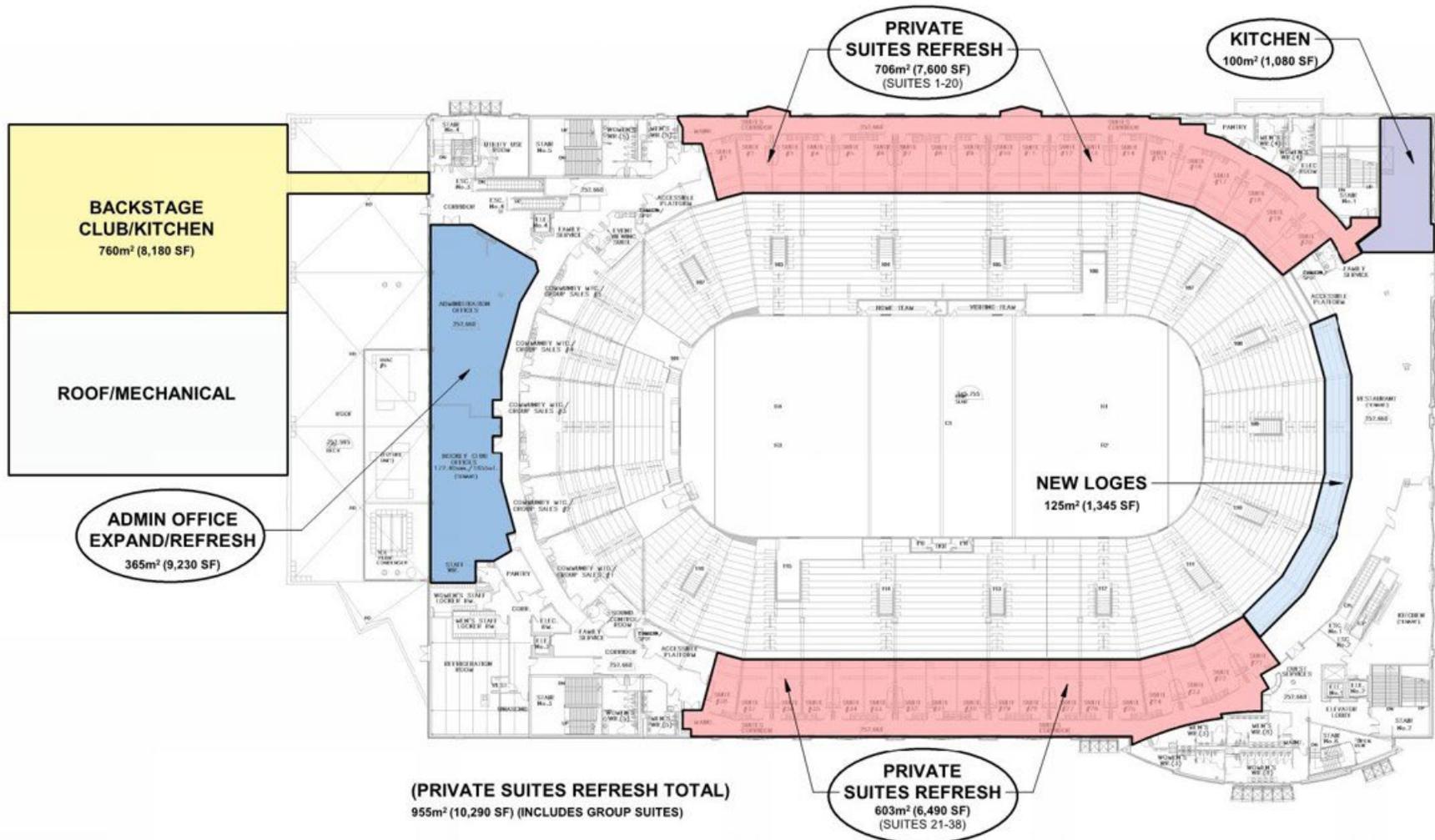
MULTI-PURPOSE EVENT SPACE 930m² (10,000 SF)

BUDWEISER GARDENS

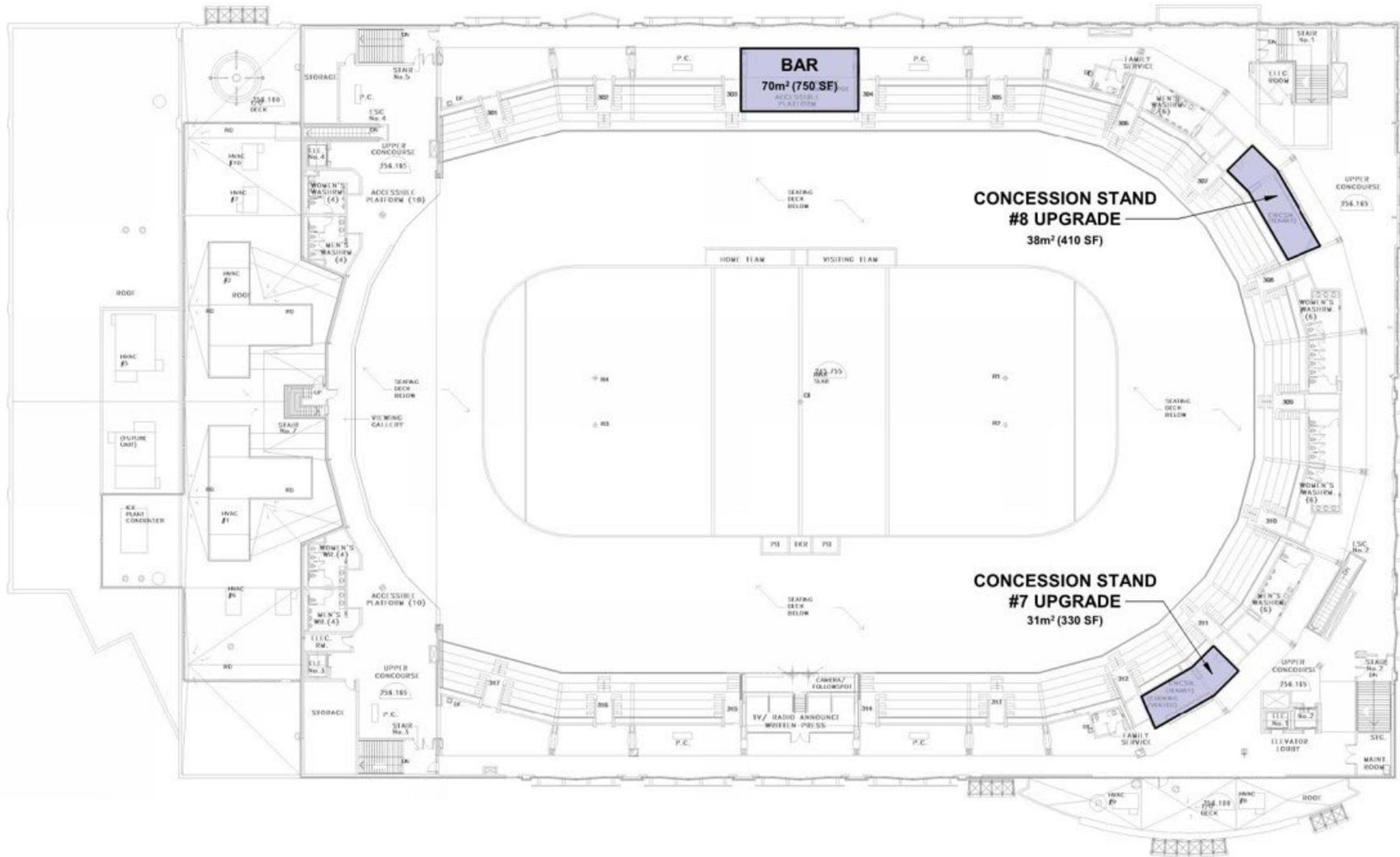
CONCOURSE LEVEL

1: 500













Burdweiser
GARDENS

THANK YOU

BRISBIN
BROOK
BEYNON
ARCHITECTS



London
CANADA



OAK VIEW GROUP

Bill No. 370
2023

By-law No. A.- _____ - _____

A by-law to authorize and approve a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, 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 it is deemed appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with the Smart Commute Association ("SCA") to develop, implement, and influence sustainable travel behaviour change through an array of strategies;

AND WHEREAS it is deemed appropriate to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding on behalf of the City;

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

1. The Memorandum of Understanding between The Corporation of the City of London and the Smart Commute Association, is hereby authorized and approved, substantially in the form attached as Schedule A to this by-law,
2. The Mayor and the City Clerk are hereby authorized to execute any document to give effect to the authorization in section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

SCHEDULE A

SMART COMMUTE PROGRAM MEMORANDUM OF UNDERSTANDING (the “MOU”)

DATED this 21st day of January, 2021.

BETWEEN:

The Regional Municipality of Durham (“Durham Region”)

-and-

The Regional Municipality of York (“York Region”)

-and-

City of Toronto (“Toronto”)

-and-

City of Hamilton (“Hamilton”)

Each a “Party” and collectively called the “Parties”

BACKGROUND

- A. On March 29, 2019 Metrolinx announced that it was ending its financial support of the Smart Commute Program as of June 29, 2019. The Participating Municipalities have been delivering, and have agreed to continue to deliver, the Smart Commute Program without the support and funding from Metrolinx.
- B. The primary objective of the Smart Commute Program is to develop, implement, and influence sustainable travel behaviour change through an array of strategies across the Greater Toronto and Hamilton Area and within Ontario.
- C. The Participating Municipalities are entering into this binding Memorandum of Understanding to set out the arrangements agreed upon between them for the delivery of the Smart Commute Program.

THEREFORE, in accordance with the principles set out above, the Parties hereby agree as follows:

1. DEFINITIONS AND SCHEDULES

1.1. Definitions

In this Memorandum of Understanding, unless the context requires otherwise,

- (a) “**Advisory Committee**” means the committee established by [Section 6.1](#);
- (b) “**Effective Date**” means the date written at the top of this MOU;
- (c) “**GHG**” means greenhouse gases;
- (d) “**GTHA**” means the geographic area comprised of the City of Toronto, the Regions of Durham, Peel, York and Halton, and the City of Hamilton;
- (e) “**Integrated Mobility Tool**” has the meaning given to it in [Section 12.2](#).
- (f) “**Intellectual Property**” means all trademarks, trade names, copyrights and other forms of industrial and intellectual property protected by law;
- (g) “**MOU**” means this memorandum of understanding, including its schedules, as may be amended from time to time;
- (h) “**Municipalities of Halton**” means collectively the local municipalities of the City of Burlington, the Town of Oakville, the Town of Milton and the Town of Halton

Hills. Oakville will act as the representative for the Municipalities of Halton under this MOU;

- (i) **“Participating Municipalities”** means the Parties to this MOU from time to time;
- (j) **“Personal Information”** means personal information as defined under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56;
- (k) **“Program”** means the undertaking described in [Section 2.1](#);
- (l) **“Program Assets”** means the Smart Commute Program's intellectual property as further described in [Schedule 8](#);
- (m) **“Regions”** means collectively Durham Region and York Region, in addition to Hamilton and Toronto where not otherwise identified, along with any other Ontario upper or single tier municipality who joins the SCA as outlined in [Section 15.2](#);
- (n) **“Smart Commute Association”** and **“SCA”** means the Participating Municipalities working together as an association to undertake the Program;
- (o) **“Service Delivery Agent”** is any organization or firm that delivers TDM programming, tools, and tactics for a Participating Municipality, and includes a Transportation Management Association (“TMA”);
- (p) **“Steering Committee”** means the committee established by [Section 5.1](#);
- (q) **“Steward”** means the Region or other entity who manages the Program Assets, as described in [Section 9.1](#), and who may be replaced from time to time as set out under Sections [9.3](#) or [9.9](#) As of the Effective Date, the Steward for the Program is Hamilton.
- (r) **“Transportation Demand Management”** and **“TDM”** has the meaning given to it in [Section 3.1](#);
- (s) **“Transportation Management Association”** and **“TMA”** means a non-profit, public/private partnership that serves as a transportation consultant for businesses wishing to implement transportation demand management programs such as carpooling, vanpooling, telework, transit discount programs, biking, walking, and parking management;
- (t) **“Term”** means the term of this MOU described in [subsection 17.6](#).

1.2. Schedules

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

[Schedule 1](#) - Description of Smart Commute Program

[Schedule 2](#) - Description of Transportation Demand Management [Schedule 3](#) -

Diagram of Governance Structure

[Schedule 4](#) - The Role of the Steering Committee [Schedule 5](#) -

The Procedures of the Steering Committee

[Schedule 6](#) - The Role and Procedures of the Advisory Committee [Schedule 7](#) -

The Role of Service Delivery Agents

[Schedule 8](#) - Program Assets

[Schedule 9](#) - Key Features of the Integrated Mobility Tool [Schedule](#)

[10](#) – Personal Information

[Schedule 11](#) - Participating Municipalities’ Addresses and Contact Information [Schedule 12](#) –

Counterpart Execution Page for Subscription

2. THE SMART COMMUTE PROGRAM

- 2.1. The Smart Commute Program (“**Program**”) is a joint program of the Participating Municipalities, whereby they work with workplaces, communities and schools to reduce traffic congestion through increased transportation efficiency, as further outlined in [Schedule 1](#).

3. TRANSPORTATION DEMAND MANAGEMENT

- 3.1. Transportation Demand Management (“**TDM**”) is a strategy or an array of strategies that aim to reduce single-occupant vehicle trips (vehicles carrying only one person) and the

proportion of automobile trips made during peak periods by encouraging more sustainable forms of transportation, as further outlined in [Schedule 2](#).

4. JOINT UNDERTAKING and GOVERNANCE STRUCTURE

- 4.1 The Participating Municipalities have agreed to undertake the Program as a joint undertaking pursuant to section 20 of *Municipal Act, 2001* and section 16 of the *City of Toronto Act, 2006*. The Parties anticipate that other municipalities may join the Program in the future.

- 4.2 The Participating Municipalities acknowledge that the SCA is the name given to the Participating Municipalities and, at least in its present form, is not a separate legal entity and has no authority to enter into contracts. It is for this reason that the City of Hamilton has agreed to be the Steward as outlined in [Section 9](#).

- 4.3 The governance structure of the SCA is shown in the diagram attached as [Schedule 3](#).

5. STEERING COMMITTEE

- 5.1. The Steering Committee is hereby established for the purpose of overseeing the Program, supervising the delivery of the Program, and exercising its functions and responsibilities as set out in [Schedule 4](#) and in accordance with the procedures set out in [Schedule 5](#). The Steering Committee will be composed of one (1) senior staff person per Participating Municipality, as further outlined in [Schedule 5](#).

- 5.2. The Regions comprise the core members of the Steering Committee and receive one vote each. The Steering Committee will be responsible for evaluating the ability of additional municipalities to subscribe as a member and for adding new members to the SCA through an application process and in accordance with [Section 15](#) of this MOU. The Steering Committee will determine the voting rights of each new member added.

- 5.3. The Steering Committee will continue to exist for as long as the SCA exists, unless the Participating Municipalities collectively in writing decide to restructure it. The Participating Municipalities acknowledge that individual members selected for the Steering Committee may change over time.

6. ADVISORY COMMITTEE

- 6.1. The Advisory Committee is hereby established for the purpose of exercising the functions and responsibilities set out in [Schedule 6](#). The Advisory Committee’s membership will be determined by the Steering Committee, as further outlined in [Schedule 6](#).

- 6.2. The Advisory Committee will continue to exist for as long as the SCA exists, unless the Participating Municipalities collectively in writing decide to restructure it, in accordance with the decision-making process outlined in [Schedule 5](#). The Participating Municipalities acknowledge that individual members selected for the Advisory Committee may change over time.

7. PARTICIPATING MUNICIPALITIES’ ROLES AND RESPONSIBILITIES

- 7.1. In the case of the Steering Committee, each Participating Municipality agrees to use all reasonable efforts to put its member in the position of being able to make prompt and informed decisions on matters within the Steering Committee’s mandate.

- 7.2. Participating Municipalities acknowledge that some members may be required to obtain the appropriate authority from their respective Councils prior to making a decision or voting on a matter that comes before the Steering Committee. Each Participating Municipality should determine the scope of authority delegated to its member on the Steering Committee, and it is the responsibility of each designated representative to seek authority and direction from their Council as required.

- 7.3. The Parties that share Service Delivery Agents shall work together to ensure clear communication with their shared Service Delivery Agent to avoid service impacts by the Service Delivery Agent.
- 7.4. The Parties acknowledge the importance of good communication and cooperation to ensure the smooth running of the Program.
- 7.5. The Parties acknowledge, notwithstanding that the Chair of the Steering Committee is the designated contact on behalf of the Smart Commute Association, that all communications, public dealings and public relations shall indicate that the Program is a joint undertaking by the Participating Municipalities.

8. SERVICE DELIVERY AGENTS

- 8.1. Each Participating Municipality agrees that the role of Service Delivery Agents will vary in order to ensure that they can be responsive to the needs of the communities they serve. However, the expectation is for the Service Delivery Agents to carry out activities such as those outlined in [Schedule 7](#).

9. STEWARDS OF SMART COMMUTE PROGRAM ASSETS

- 9.1. Subject to [Section 9.10](#), the Steward will retain ownership, manage and care for the shared Program Assets, as described in [Schedule 8](#), which were previously held by Metrolinx on behalf of the SCA.
- 9.2. Hamilton has assumed the role of Steward of all shared Program Assets.
- 9.3. Notwithstanding [Section 9.2](#), in the event the Steward decides it no longer wants to be the Steward or withdraws from the MOU, the Steward agrees to transfer the Program Assets, at no cost to the SCA, to another Participating Municipality who has been chosen by the Steering Committee to become the Steward.
- 9.4. The Steward shall ensure that all Program Assets are accessible to and shared freely amongst all Participating Municipalities. Procedures for ensuring the equitable and efficient sharing of Program Assets will be determined by the Steering Committee.
- 9.5. Notwithstanding [Section 9.4](#), the Steward grants to the other Participating Municipalities a perpetual, worldwide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence to: (a) use, modify, reproduce and distribute, in any form, the Program Assets, in connection with the Program; and (b) authorize other persons, including agents, contractors, or sub-contractors, to do any of the former on behalf of a Participating Municipality. This license will continue regardless of which Participating Municipality is acting as Steward from time to time.
- 9.6. The Steward agrees to enter into any necessary agreements with third party providers for the administration of the shared Program Assets received from Metrolinx.
- 9.7. The Steward shall pay any initial costs relating to the Program Assets received from Metrolinx and shall invoice the Participating Municipalities their equal share of any Program Asset costs. The Participating Municipalities agree to equally share any such initial costs and any of the costs incurred to maintain the Program Assets received from Metrolinx. For greater certainty, the initial costs relating to the Program Assets shall be paid equally by Durham Region, York Region, Toronto, Hamilton, and Peel Region and shall be payable within 30 days of receipt of an invoice from the Steward. Any costs incurred to maintain the Program Assets received from Metrolinx shall be paid equally by Durham Region, York Region, Toronto, Hamilton, and every other municipality that is a Participating Municipality at the time such maintenance costs are incurred.
- 9.8. Any costs related to future Program Assets, outside of those initially received from Metrolinx, will only be incurred after unanimous agreement by the Participating Municipalities through the Steering Committee, in accordance with [Schedule 5](#) and such costs shall be paid equally by every municipality that is a Participating Municipality at the time such unanimous agreement is reached. The Steward shall be entitled to rely on Steering Committee Meeting Minutes or any other form of written confirmation obtained from each Participating Municipality as evidence of unanimous agreement for the purpose of this Section. For greater certainty, any municipality subscribing to this MOU pursuant to [Section 15](#) who was not a Participating Municipality at the time of such unanimous agreement shall contribute equally to any costs relating to future Program Assets or costs incurred to maintain future Program Assets that become due on and after the date of subscription.
- 9.9. In the event the SCA is to be replaced by a municipal corporation or another separate legal entity the Steward agrees to transfer the Program Assets at no cost, to the new legal entity pursuant to an

agreement in form and content satisfactory to the Participating Municipalities at their respective absolute discretions.

- 9.10. The Registrar of Trademarks has given public notice of York Region's adoption and use of SMART COMMUTE as an official mark. York Region hereby consents under subsection 9.2(a) of the *Trademarks Act* (Canada) to each of the Participating Municipalities adopting and using SMART COMMUTE in association with the Program. This consent will continue even if York Region withdraws from this MOU.

10. RECIPIENT OF FUNDING

- 10.1. Participating Municipalities may apply independently for funding related to the Smart Commute Program at their own discretion. Any funding received by a Participating Municipality

with respect to the Smart Commute Program shall be used for that Participating Municipalities' sole benefit.

- 10.2. Participating Municipalities may elect to discuss funding applications they intend to pursue with the SCA in advance of making any submission for funding but are not required to do so.
- 10.3. Should they so desire, Participating Municipalities may pursue joint funding ("Joint Project Funding"), upon a unanimous decision from the Steering Committee in accordance with [Schedule 5](#). In order for the SCA to approve Joint Project Funding from additional sources, the funding must meet the following requirements:

- (a) it must be linked to the Program;
- (b) it must not negatively impact the SCA or Participating Municipalities as an organization or its brand image/reputation;
- (c) it must equitably apply to and benefit all Participating Municipalities; and
- (d) it must be completed prior to the end of the Term.

Satisfaction of these requirements is mandatory but not necessarily sufficient for obtaining approval of Joint Project Funding. The Participating Municipalities reserve the right to add additional requirements for Joint Project Funding, which additional requirements would also be mandatory but not necessarily sufficient for obtaining the approval of Joint Project Funding.

- 10.4. In circumstances where the SCA pursues Joint Project Funding, an agreement will be made in writing between the Participating Municipalities with respect to which of them will be the lead applicant, and the terms and conditions of that arrangement shall be agreed upon by the SCA unanimously prior to the application being made.

11. CONTRIBUTIONS BY PARTICIPATING MUNICIPALITIES

- 11.1. Subject to [Section 9.7](#) and [9.8](#), the Participating Municipalities agree that there are no financial responsibilities to be shared, and no financial contributions required, as a result of entering into this MOU. Each Participating Municipality agrees to pay for its own Smart Commute program.

11.2. Participating Municipalities may share costs for shared services required to operate the Program. The Steering Committee shall determine how such shared costs are to be distributed amongst the Participating Municipalities, subject to their approval; all decisions made with respect to the distribution of shared costs will be recorded in the minutes of the Steering Committee.

12. PROJECT IMPLEMENTATION

12.1. Carrying Out Responsibilities

Each of the Participating Municipalities shall use all reasonable efforts to complete all activities that the Participating Municipalities are responsible to carry out under this MOU and under any agreements or other documents relating to the Program.

12.2. Integrated Mobility Tool

Each Participating Municipality shall use reasonable efforts to procure an Integrated Mobility Tool that is the same or substantially the same in order to provide ride-matching across the GTHA. All Participating Municipalities will work towards using the same or substantially the same Integrated Mobility Tool. Each Participating Municipality shall enter into its own agreement with the Integrated Mobility Tool vendor and shall pay its own costs. The Participating Municipalities agree that the Integrated Mobility Tool should possess, at a minimum, the features set out in [Schedule 9](#).

12.3. Policies and Procedures

The Steering Committee shall consider any policy or procedural issues, including procurement issues that may be raised by a Participating Municipality.

13. REPORTING AND INSPECTIONS

13.1. Accounts and Records

- (a) Should the SCA enter into any Joint Project Funding the Steering Committee shall maintain detailed records of funding received and expenses incurred in connection with the Program. The Steering Committee, upon reasonable notice, shall ensure that such accounts and records are made available to authorized representatives of any Participating Municipality for inspection and/or copying.
- (b) Accounts and records shall be maintained by the Steward on behalf of the SCA for a period of at least three years after the final settlement of accounts with respect to any undertaking.
- (c) Where the Steward receives a Freedom of Information (“FOI”) request with respect to any accounts and records maintained in accordance with Section [13.1\(a\)](#) and [\(b\)](#) and where the Steward intends to disclose such accounts and/or records, the Steward agrees to bring the issue to the Steering Committee members for consideration and input. Each Participating Municipality will be given five (5) business days to review and provide comments to the Steward who has the responsibility to respond to the request. The Steward shall make the final decision about how to respond, after considering all input provided by the other Participating Municipalities.

13.2. Audits

Participating Municipalities may, at their own discretion and cost and during regular business hours, inspect and audit any accounts, documents and records of the SCA held by the Steward at their own cost.

13.3. Project Reporting

The Steering Committee shall, with such assistance from the Advisory Committee as the Steering Committee may reasonably require, provide all Participating Municipalities with annual reports

and/or project reports, or both, indicating Program results, achievements, and evidence of travel behaviour change, and including any other information reasonably requested by the Participating Municipalities. Annual and project reports shall exclude Personal Information.

14. LIABILITY AND INSURANCE

14.1. Insurance

Each Participating Municipality will, at its own expense, carry such insurance as it considers appropriate for the Program.

14.2. Several Obligations

Each Participating Municipality shall be responsible for its own obligations, costs and payments under this MOU and for its share of general obligations, costs and payments under this MOU. For greater certainty, the liability of each Participating Municipality is several, not joint and several.

15. ADDITIONAL PARTICIPANTS AND ABILITY TO WITHDRAW

15.1. Membership

Any municipality in Ontario may apply for membership in the Smart Commute Association in partnership with the Regions.

15.2. Single-Tier, Upper-Tier, or Lower-Tier Municipalities Joining the Program

If a single-tier, an upper-tier, or a lower-tier municipality wishes to join the SCA in the future, and the Steering Committee agrees that this would be appropriate, that municipality (“**Joining Municipality**”) must subscribe in accordance with [Section 15.5](#) (Method of Subscription).

15.3. Additional Requirements for Lower-Tier Municipalities Joining the Program

- (a) If a lower-tier or multiple lower-tier municipalities from the same geographical area want to join the SCA and their upper-tier municipality is not a Participating Municipality, then prior to subscribing under [Section 15.5](#) (Method of Subscription), those interested lower-tier municipalities shall execute an agreement between them setting out their respective roles and responsibilities as they relate to the SCA, including who will represent them on the Steering Committee, prior to being able to join the SCA as a Participating Municipality. Each regional geographical area in Ontario shall only have one representative on the Steering Committee no matter how many lower-tier municipalities are participating in the Program.
- (b) If a lower-tier municipality wishes to join the SCA and the upper-tier municipality from the same regional geographical area is a Participating Municipality, that lower-tier shall make suitable arrangements with the upper-tier Participating Municipality with respect to its participation in the Program.

15.4. Agreement by Subscription

Each Participating Municipality agrees that this MOU is not only an agreement between it and each other Participating Municipality as at the Effective Date but is also an offer to each future Joining Municipality who subscribes to be bound in accordance with the terms of this MOU. This MOU shall be a continuing agreement binding each Participating Municipality to its terms on and after the date of that Participating Municipality’s original execution or subsequent subscription, as the case may be.

15.5. Method of Subscription

To subscribe to this MOU after the Effective Date, a Joining Municipality shall deliver to the Steward one (1) executed counterpart execution page showing the Joining Municipality’s address for service, in the form set out in [Schedule 12](#) (Counterpart Execution Page for Subscription). The executed counterpart execution page must be delivered to the Steward in accordance with [Section 17.2](#) (Notices). Upon the date of deemed delivery of the executed counterpart execution page to the Steward in accordance with [Section 17.2](#) (Notices), the Joining Municipality shall be deemed to be a Participating Municipality and a party to this MOU to the same extent as if it had been an original signatory to this MOU. The Steward will provide copies of executed counterpart execution pages to all Participating Municipalities together with an updated [Schedule 11](#) (Participating Municipalities’ Addresses and Contact Information).

15.6. Ability to Withdraw

Each Participating Municipality agrees that it is making a commitment to the Program and to the other Participating Municipalities to participate in the Program. However, if a Participating Municipality no longer wants to participate in the Program for the next calendar year, it may withdraw effective as of the last day of a calendar year, provided it has given the other Participating Municipalities not less than three months’ prior written notice of its intention to withdraw.

16. PRIVACY AND CONFIDENTIALITY

16.1. The Participating Municipalities acknowledge that they are each subject to the *Municipal Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”).

16.2. Each Participating Municipality further acknowledges that through their procurement of the Integrated Mobility Tool, each of them will have access to the information, including Personal Information, of those users of the Integrated Mobility Tool that have identified a primary “end

destination” as being within their Region. The Parties agree that Personal Information collected by each Participating Municipality may only be shared in aggregate form, or published by the SCA as aggregate program data. The Participating Municipalities agree that Personal Information collected under the Smart Commute Program includes that information identified under [Schedule 10](#).

- 16.3. The Participating Municipalities agree to protect the Personal Information in accordance with their obligations under MFIPPA.
- 16.4. Where a Participating Municipality receives a Freedom of Information (“FOI”) request with respect to any Personal Information obtained as part of the Program, and where that

Participating Municipality intends to disclose Personal Information, the Participating Municipality agrees to bring the issue to the Steering Committee members for consideration and input. Each Participating Municipality will be given five (5) business days to review and provide comments to the Participating Municipality who has the responsibility to respond to the request.

- 16.5. The Participating Municipality that has the obligation to respond to the FOI request shall make the final decision about how to respond, after considering all input provided by the other Participating Municipalities.

17. GENERAL

17.1. Different Governance Structure

The Parties may decide that in the long term it would be appropriate to establish a corporation, municipal service board or other governance structure to carry on the Program. In that case, the Parties agree to work together to obtain any regulation or other legal authority that may be required to establish a different governance structure and to establish and organize that structure.

17.2. Notices

Any demand or notice made or given under this MOU shall be given in writing by email or mail to the Party or Parties, at the address set out in [Schedule 11](#), or at such other addresses as the Parties may designate from time to time in writing. The demand or notice, if mailed, will be deemed to have been received on the third full business day after the day of mailing in the absence of any strike or other interruption in postal service. For the purposes of this MOU, “business day” means Monday to Friday, 8:30 am to 4:30 pm local time in the GTHA, excluding statutory holidays in the Province of Ontario.

17.3. Interpretation

- (a) Words in the singular include the plural, and words in the plural include the singular, as the context requires.
- (b) This MOU sets out the entire agreement and understanding between the Parties concerning the subject matter of this MOU.

17.4. Binding MOU

This MOU is binding on the Parties.

17.5. Applicable Laws

Each Participating Municipality shall comply with all applicable laws in carrying out their activities relating to the Program.

17.6. Term

The term of this MOU commences on the Effective Date and ends on December 31, 2025, subject to extension or earlier termination by further written agreement of the Participating Municipalities, with the option of making amendments on an annual basis through a written addendum.

17.7. No Agency

Nothing in this MOU is to be construed as authorizing any one of the Participating Municipalities, nor the Steering Committee, to contract for or incur any obligation on behalf of or to act as agent for one or more of the other Participating Municipalities.

17.8. Conflict of Interest

The Program shall not grant preferential treatment in aid of any manufacturing business or other industrial or commercial enterprise. Any potential or perceived conflict of interest shall be declared by the SCA and any of the representatives of the Participating Municipalities.

17.9. Survival

The liabilities of a Party under this MOU that accrued on or before the date of withdrawal, termination, or expiration shall survive that date, and shall continue in full force and effect for the benefit of each of the other Parties.

17.10. Further Assurances

The Participating Municipalities agree to execute and deliver such further documents and assurances or do such other things as reasonably may be required from time to time by one or more of the Participating Municipalities to give effect to this MOU. The Participating Municipalities agree to work together in a spirit of co-operation to make the Program work.

17.11. Amendments

Any changes to the MOU shall be by written amendment signed by the Parties. No changes shall be effective in absence of such an amendment.

17.12. Force Majeure

None of the Parties will be held responsible for any damage caused by delay or failure to perform its obligations under the MOU where such delay or failure is a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes, and generally as a result of any event that is beyond the reasonable control of a Party.

17.13. Governing Law

This Agreement shall be governed by the applicable laws of the Province of Ontario and the laws of Canada.

17.14. Counterparts & Electronic Signature

This MOU may be executed and delivered in counterparts and may be executed by electronic signature, including with an electronic signature that a person creates or adopts in order to sign the Agreement and that is in, attached to or associated with the Agreement. Such electronic signature shall be deemed to be an original signature for the purpose of this MOU with the same legal effect as an original signature.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by officers duly authorized on their behalf.

REGIONAL MUNICIPALITY OF DURHAM

By: DocuSigned by:
Brian Bridgeman
701F0C1155312148A

Name: Brian Bridgeman

Title: Commissioner, Planning and Economic Development

I/We have authority to bind the corporation

THE REGIONAL MUNICIPALITY OF YORK

By: DocuSigned by:
Paul Jankowski
07F7F33A2B4748A Authorized by Bylaw No. 2018-50

Name: Paul Jankowski

Title: Commissioner, Transportation Services I/We have authority to bind the corporation

CITY OF TORONTO

By: DocuSigned by:
Jim Baxter
13FC978064554F8 Name: Jim Baxter

Title: Director, Environment & Energy Division I have authority to bind the corporation

Approved as to form and content

Solicitor

APPROVED AS TO FORM
..... For
Wendy Walberg
City Solicitor
File # 3060-303-8588-2019

Authorized by Infrastructure and Environment Committee Item IE11.16 as adopted by City of Toronto Council on January 29, 2020.

CITY OF HAMILTON

By: DocuSigned by:
Jason Thorne
74748805919345E

Name: Jason Thorne

Title: General Manager, Planning and Economic Development

I have authority to bind the corporation

Approval Authority granted by Hamilton City Council on July 12, 2019, Public Works Committee Report 19-010, dated July 10, 2019, Item 8, Smart Commute Workplace Mobility Program Transition (PED19124)(City Wide)(Item 10.6)

Approved as to content
BT
Brian Hollingworth

Approved as to content
PT
Peter Topalovic

Approved as to form
SA
Stacey Applebee, Legal Services

SCHEDULE 1

DESCRIPTION OF THE SMART COMMUTE PROGRAM

General Description of the Program

- 1.1. The Program involves the support of the Participating Municipalities, who work, directly or with third party contractors known as Service Delivery Agents, with municipal partners, employers, and post-secondary institutions in their respective geographic areas to improve commuting options for the public, employees or students, as well as transit users, as applicable. The Participating Municipalities provide Program support for on-going services, funding and programming resources. The Smart Commute Program is a joint undertaking by the Participating Municipalities to manage the demand for automobile trips in the GTHA in an effort to alleviate the growing problems of traffic congestion, GHG, and deteriorating air quality that result from increased automobile traffic. The Program involves the Smart Commute Association (SCA) and a network of Service Delivery Agents.

Main Objectives of the Program

- 1.2 The main objectives of the Program are to:
 - (a) Increase the average vehicle occupancy rate;
 - (b) Promote greater use of sustainable travel modes, including walking, cycling, public transit and ridesharing trips;
 - (c) Encourage off-peak travel to reduce congestion; and
 - (d) Reduce average trip frequencies and distances, and eliminate some trips altogether in order to:
 - (i) reduce GHG and other emissions;
 - (ii) reduce the severity and duration of traffic congestion;
 - (iii) enhance accessibility and mobility options; and
 - (iv) improve physical activity and public health outcomes
 - (e) Expand the reach of TDM programming aligned with goals and objectives of Participating Municipalities, including but not limited to:
 - (i) school travel planning;
 - (ii) community-based TDM;
 - (iii) station access and transit integration;
 - (iv) construction mitigation; and

- (v) development applications.
- (f) Identify evaluation criteria and measurements to gauge program effectiveness.

Benefits of the Program

- 1.3 The Program helps workplaces, communities and schools explore and try out smart travel options such as walking, cycling, transit, carpooling and teleworking through:
 - (a) Raising awareness of available commuting options through events and campaigns;
 - (b) Providing tools to facilitate behaviour change; and
 - (c) Providing guidance on programs and services that may be undertaken to support alternatives to the use of single occupancy vehicles, including:
 - (i) Carpools/Vanpools/Shuttle services;
 - (ii) Public Transit;
 - (iii) Active Transportation;
 - (iv) Telework and flexible work arrangements;
 - (v) Measures to collect travel data to assess program effectiveness; and
 - (vi) Tracking of GHG emissions and related climate change measures.

Program Elements

- 1.4 The Program may include, without limitation, any combination of the following elements:
 - Measures to raise awareness of sustainable commuter options
 - Measures to support commuter carpooling
 - Measures to support carpooling for business purposes
 - Measures to support commuter vanpooling
 - Measures to support telework
 - Measures to support the use of alternative work arrangements including flexible time and compressed work weeks
 - Measures to support commuter cycling
 - Measures to support cycling for business purposes
 - Measures to support walking for business purposes
 - Measures to support the use of GTHA public transit services
 - Measures to support travel behaviour change
 - Provision of commuter shuttles linking workplace destinations with GTHA public transit services or other destinations
 - Administration of Emergency Ride Home program

- Assistance with management of parking facilities
- Measures to provide commuter travel intelligence and provide evidence of program effectiveness
- Measures to reduce the impact of travel such as alternative fuel vehicles and eco-driving

Services Offered Under the Program

1.5 As part of the Program, Participating Municipalities provide the following services:

- (a) Smart Commute Management Platform:
 - (i) Commuter and program information website
 - (ii) Integrated Mobility Tool
 - (iii) Client / Champion communication tools (e.g. email)
 - (iv) Service Delivery Agent Dropbox / Intranet
 - (v) Emergency Ride Home administration
 - (vi) Online Trip Diary/Calendar
 - (vii) Dedicated program email addresses when pre-approved

Special Events and Campaigns

1.6 Special events, theme weeks, and campaigns offered through the Program may include, subject to the determination of the Steering Committee and without limitation:

- (a) Carpool Week (February)
- (b) Bike to Work Day (May) and Bike Month (June)
- (c) Smart Commute Month (September/October)
- (d) Smart Commute Awards (November)
- (e) Commuter Challenge

SCHEDULE 2

DESCRIPTION OF TRANSPORTATION DEMAND MANAGEMENT

TDM is a potentially valuable tool in addressing both travel requirements associated with population and employment growth in the GTHA, and specific objectives such as improving air quality.

Components of TDM

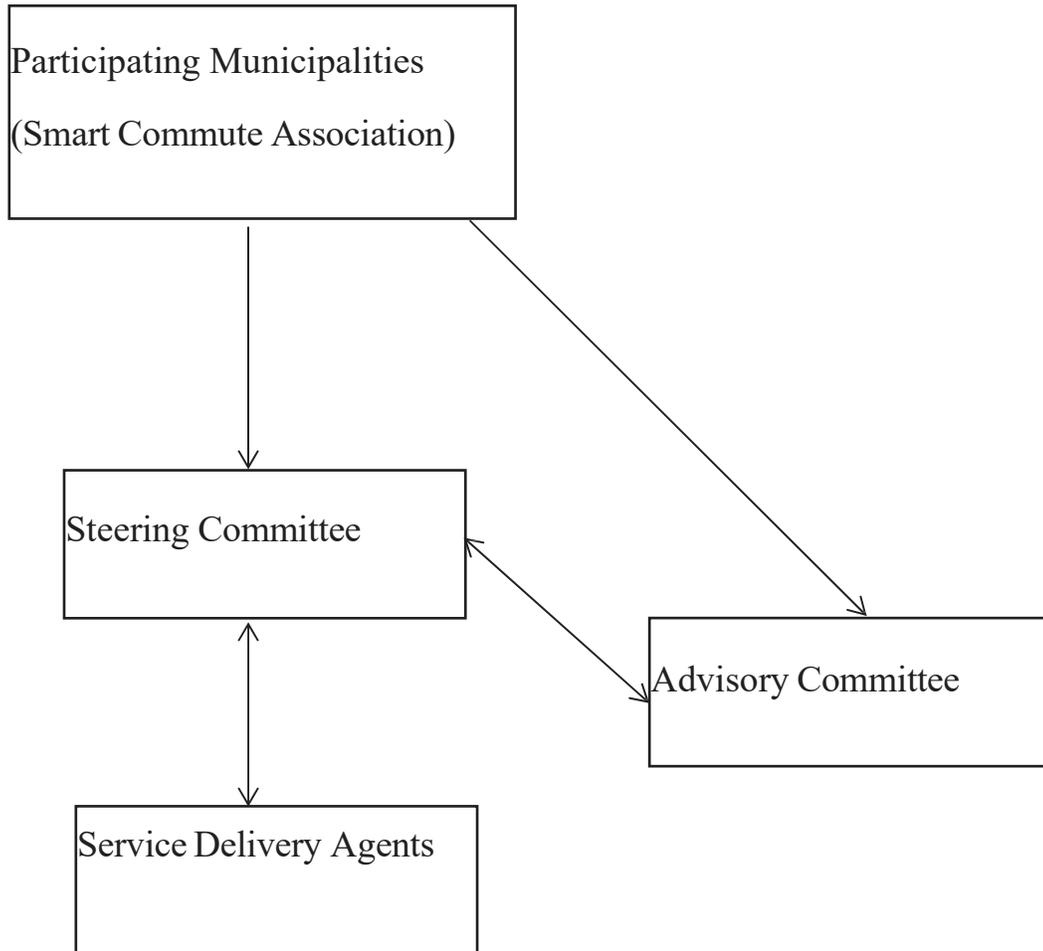
- (a) The core components include carpooling, employer vanpools, ridesharing, shuttles, transit use, cycling, walking and telecommuting.
- (b) The support components may include:
 - (i) Regional and city marketing and education campaigns to encourage development and implementation of innovative strategies to maximize efficient use of transportation systems, and participation in TDM programs;
 - (ii) Car sharing;
 - (iii) Emergency ride home programs;
 - (iv) Incentives;
 - (v) Subsidies;
 - (vi) Parking management;
 - (vii) An integrated mobility tool; and
 - (viii) Being mindful of the need to manage the demand on transportation systems when planning new development or redevelopment.

Multi-Level Involvement

- (a) To be effective, TDM must involve regional and local governments, educational institutions, businesses, business organizations and others, and must include a variety of TDM strategies delivered at varying scales. The goal is to develop and deliver a co-ordinated upper and lower-tier TDM program.
- (b) The Program contemplates, but is not limited to, an integrated two-tier organizational structure and an integrated two-tier approach to service delivery. The SCA is the upper tier; Service Delivery Agents are the lower tier.

SCHEDULE 3

DIAGRAM OF GOVERNANCE STRUCTURE



SCHEDULE 4

THE ROLE OF THE STEERING COMMITTEE

General Responsibilities

The Steering Committee of the SCA shall act as the central co-ordinating body to oversee the development and implementation of TDM programs and services in the GTHA. It will be responsible for regional marketing and educational campaigns and providing support for the delivery of these TDM measures at the upper and lower-tier levels. The Steering Committee will share the workload of creating and making available tools, resources and campaigns for all of the Participating Municipalities. These activities might include:

- (a) Centralizing service development, and ensuring coordination throughout the GTHA;
- (b) Helping to facilitate the forging of partnerships between public and private organizations at regional and local levels;
- (c) Arranging for or co-ordinating web-based application for the delivery of multimodal ride-matching programs, guaranteed ride-home programs and similar programs throughout the GTHA;
- (d) Undertaking or co-ordinating marketing and promotional activities such as creating a common branding for services, program tools, and developing incentive programs;
- (e) Holding or arranging for educational activities such as GTHA-wide forums and workshops, and commuter clinics for employers, planners, developers and residents;
- (f) Conducting research into TDM best practices and developing program modules;
- (g) Implementing a tracking and evaluation component at both the upper and lower-tier levels to measure and assess the effectiveness of TDM at both the upper and lower-tier levels including mode share, behaviour change, and GHG emission reductions; and
- (h) Enhancing the knowledge base of TDM measures in Canada, and working to constantly improve TDM in the GTHA.

Specific Responsibilities

Without limiting the generality of the foregoing activities, the Steering Committee's responsibilities shall include the following:

- (a) In conjunction with representatives of Service Delivery Agents, approach or designate individual members or others to approach major employers, educational institutions and others to seek participation in the Program;
- (b) Review and approve a proposed business plan for each year, subject to any approvals that may be required from the Participating Municipalities;

- (c) Provide expertise and broad direction on Smart Commute programming, and provide in-kind support as determined by the Participating Municipality for the formations of TMAs;
- (d) Appoint individuals to serve on the Advisory Committee; the procedure for selecting individuals to serve on the Advisory Committee is described in [Schedule 6](#);
- (e) Coordinate the efforts of the Participating Municipalities in organizing communication events involving all Participating Municipalities;
- (f) Exchange knowledge and agreed-upon aggregated and anonymous data with other Participating Municipalities;
- (g) Carry out any other duties, powers and functions that are specified as Steering Committee duties elsewhere in this MOU;
- (h) Coordinate staffing for joint activities; and
- (i) establish procedures for its meetings and meetings of its subcommittees, if any.

Right to Make Changes

The Steering Committee reserves the right to make changes to the Smart Commute Program as deemed necessary, subject to the approval of each Participating Municipality as applicable.

SCHEDULE 5

THE PROCEDURES OF THE STEERING COMMITTEE

Membership

The Steering Committee will be made up of senior staff from the Participating Municipalities. Each Participating Municipality shall appoint one senior staff person as its member on the Steering Committee, and one alternate staff person who may attend when the appointed senior staff person is unavailable. Each Participating Municipality may change its member or alternate on written notice to the other municipalities. Steering Committee members shall elect a chair and vice-chair of the Steering Committee on an annual basis.

Making Decisions

- (a) Generally, decisions of the Steering Committee will be made by consensus. However, if there are situations where a formal vote is required to reach a resolution, the following rules will apply:
 - (i) Two thirds (2/3) of the Steering Committee must be represented for a formal vote to take place;
 - (ii) The total number of votes cast is determined by the number of Steering Committee members. Each member will be entitled to one vote each;
 - (iii) In the event of a tied vote, the chair of the Steering Committee, or the vice-chair if the chair is absent, shall cast an additional vote.
 - (iv) A majority of votes in favour will be required, with the exception of votes relating to [Section 10](#) (Recipient of Funding), and [Section 9.8](#) (Future Program Assets) in which case a unanimous vote will be required.

Attendance at Meetings

- (a) Each Participating Municipality shall use reasonable efforts to see that its member attends, either in person or remotely, all Steering Committee meetings, but where attendance by a member is not possible, the designated alternate from that municipality may attend the meeting and participate in discussions and in the making of decisions.
- (b) A member is entitled, where they think it is appropriate, to bring other staff from their municipality to provide information to the Steering Committee, or to listen to the discussions, but the other staff will not be permitted to participate in the making of decisions.

SCHEDULE 6

THE ROLE AND PROCEDURES OF THE ADVISORY COMMITTEE

Role

The role of the Advisory Committee is to provide a broad range of expertise and guidance to the Steering Committee and the Participating Municipalities, and includes:

- (a) consulting with Steering Committee members, regional and municipal staff working on the Program, and others on various issues regarding the Program;
- (b) providing general feedback, information and input to the Steering Committee;
- (c) assisting with employer recruitment, transit service initiatives, and program module development, annual campaigns and shared programs; and
- (d) making recommendations regarding projects and programs for consideration by Steering Committee.

Membership

The Advisory Committee will be composed of persons drawn from the following categories:

- (a) the chairs of the boards of each of the TMAs;
- (b) Program Administrators/Service Delivery Agents from the Participating Municipalities;
- (c) representatives of organizations that are key stakeholders in sustainable transportation, such as:
 - (i) transit authorities or agencies of the Participating Municipalities, non-governmental organizations; and
 - (ii) employers participating in the Program.

The Steering Committee shall determine the appropriate method for recruiting and selecting Advisory Committee members. This might include advertising, inviting key stakeholders to recommend members, or extending invitations to experienced and interested individuals. The Steering Committee will select the members, make the appointments, and set the durations of the appointments. The Steering Committee may cancel or revoke the appointment of an Advisory Committee member at any time by delivering written notice of cancellation or revocation to the subject member and the cancellation or revocation will take effect on the date stated in the written notice.

Meeting Procedures

The Steering Committee shall establish rules and procedures for the Advisory Committee meetings and the Advisory Committee shall be bound by and comply with those rules and procedures. The Advisory Committee shall establish or co-ordinate the establishment of rules and procedures for meetings of any subcommittees the Advisory Committee may establish.

Not Acting on Behalf of Municipalities

Neither the Advisory Committee nor any of its members has authority to act on behalf of or bind the SCA or any of the Participating Municipalities. Neither the Advisory Committee nor any of its members shall hold itself out as acting on behalf of or having authority to bind the SCA or any of the Participating Municipalities.

SCHEDULE 7

THE ROLE OF SERVICE DELIVERY AGENTS

General

Service Delivery Agents may include, without limitation, consultants, TMAs, and municipal staff. Service Delivery Agents are expected to promote transportation choices and offer TDM services to the Participating Municipality that has engaged them.

Roles of Service Delivery Agents

Below is a non-exhaustive list of the anticipated responsibilities of Service Delivery Agents:

- (a) Developing and/or co-ordinating local initiatives;
- (b) Delivering and promoting branding and customer service at local or neighbourhood levels;
- (c) Doing private sector outreach, including site audits and workplace surveys;
- (d) Performing an educational function, which might include conducting local events in support of a GTHA wide menu of commuter options;
- (e) Delivering incentive programs within member businesses;
- (f) Developing parking management strategies;
- (g) Liaising with staff of the SCA;
- (h) Advocating for area service needs;
- (i) Communicating with local municipalities on transportation needs and TDM strategies;
- (j) Co-ordinating the sharing of information and ideas among local employers, property managers, commuters and others within their areas;
- (k) Sharing information with government agencies about transportation needs and concerns; and
- (l) Providing feedback on the effectiveness of measures implemented.

Funding of Service Delivery Agents

- (a) Participating Municipalities are responsible for funding or managing their own Service Delivery Agents.
- (b) The legal structure of Service Delivery Agents, where applicable, will vary (for example, some may be corporations and some may be informal associations).

SCHEDULE 8
PROGRAM ASSETS

The Program Assets include, but may not be limited to, the following:

- (a) Smartcommute.ca domain name and hosting account logins and passwords;
- (b) All Smartcommute.ca email addresses hosted by Google;
- (c) Smart Commute Resource Hub contents;
- (d) Smart Commute logo;
- (e) Smart Commute Resource Documents and “How To’s”;
- (f) Custom Project Template Forms;
- (g) All graphics, posters, campaigns, fonts, logos and materials relating to all Smart Commute events (e.g. Carpool Week, Bike to Work Day, Smart Commute month);
- (h) Smart Commute Awards certificate, logos, scoring sheets and other applicable resources;
- (i) Workplace Designation program, scoresheets, evaluation forms, certificates and other applicable resources;
- (j) Year end Program reporting documents and spreadsheets;
- (k) Program Surveys – Baseline Survey, Site Assessment, Annual check-in survey; including the survey data collected;
- (l) All promotional photographs of Smart Commute activities (digital copies); and,
- (m) Contact information of Integrated Mobility Tool users who signed up through a participating Smart Commute Program employer, as originally provided by Metrolinx.

SCHEDULE 9

KEY FEATURES OF THE INTEGRATED MOBILITY TOOL

The following is a non-exhaustive list of the key features that the integrated mobility tool used by each Participating Municipality should include:

- Ride planning and matching tool
- Single trip-matching for carpooling, walking, cycling and transit
- Commute tracking, including cycling, walking and transit
- Event-based matching
- Desktop, mobile web, iOS and Android apps
- Email network authentication
- Online web portal site
- Software maintenance and upgrades
- Incentives and Rewards
- Display of Routes and Points of Interest
- Carpool Parking Management
- Emergency Ride Home
- Events and Challenges administration
- Ability to track CO2 emissions and km(distance) travelled

SCHEDULE 10

PERSONAL INFORMATION

The following information types are personal information:

- a) Name;
- b) Email address;
- c) Home address;
- d) Telephone number; and
- e) Such other information as the Participating Municipalities may agree upon from time to time.

SCHEDULE 11

PARTICIPATING MUNICIPALITIES' ADDRESSES AND CONTACT INFORMATION

REGIONAL MUNICIPALITY OF DURHAM

The Regional Municipality of Durham
c/o Transportation Planning
605 Rossland Road East
Whitby, Ontario
L1N 6A3
905-668-7711

THE CITY OF GREATER SUDBURY

The City of Greater Sudbury
c/o Transportation & Innovation Support,
ICP
200 Brady Street
Sudbury, Ontario
P3A 4P1
705-671-2489

CITY OF TORONTO

City of Toronto
c/o Environment & Energy Division
Metro Hall, 2nd Floor
55 John Street
Toronto, Ontario
M5V 3C6
416-397-5746

TOWN OF OAKVILLE

Town of Oakville
c/o Transportation Planning
1225 Trafalgar Road
Oakville, Ontario
L6H 0H3
905-845-6601 ext. 3304

THE REGIONAL MUNICIPALITY OF YORK

The Regional Municipality of York
c/o Transportation Services
17250 Yonge Street
Newmarket, Ontario
L3Y 6Z1
1-877-464-9675

CITY OF HAMILTON

City of Hamilton
c/o Transportation Planning & Parking
900 – 100 King Street West
Hamilton Ontario
L8P 1A2
905-546-2424

SCHEDULE 12

COUNTERPART EXECUTION PAGE FOR SUBSCRIPTION

Re: Smart Commute Program Memorandum of Understanding (the “MOU”)

Pursuant to [Section 15.5](#) (Method of Subscription) of the MOU, by executing and delivering this counterpart execution page to the Steward, the undersigned Joining Municipality acknowledges and agrees that it will be a Party to and bound by the MOU as a Participating Municipality effective from and after the deemed date of delivery of this counterpart execution page to the Steward under the MOU.

In addition, if the undersigned Joining Municipality is a lower-tier municipality, it hereby affirms that it has met the requirements of [Section 15.3](#) (Additional Requirements for Lower-Tier Municipalities Joining the Program) of the MOU.

Municipality’s Address for Service

Attn: _____ Email: _ Tel: __

Date of Execution: _____

Name of Municipality: _____ By:

Name:

Title:

And By: _____

Name:

Title:

I/We have authority to bind the corporation

Bill No. 371
2023

By-law No. A.-_____ -_____

A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and to authorize the Mayor and City Clerk to execute the 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 9 of the *Municipal Act, 2001*, as amended, 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;

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

1. The Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years (“Agreement”) attached hereto as Schedule I is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.
3. The Deputy City Manager, Planning and Economic Development is authorized to approve any future amending agreements to the Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years.
4. The Mayor and Clerk are authorized to execute any future amending agreements to the Agreement between His Majesty the King in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years.
5. The Deputy City Manager, Planning and Economic Development, or their written designate, is authorized to approve and execute any reports and Investment Plan required under the Agreement.

6. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Passed in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

ONTARIO TRANSFER PAYMENT AGREEMENT

for COCHI/OPHI

Version: May 5, 2023

THE AGREEMENT, effective as of _____, 2023 (the “**Effective Date**”),

B E T W E E N:

**His Majesty the King in right of Ontario as represented by
the Minister of Municipal Affairs and Housing**

(“**Minister**”)

- and -

[Insert Name of Service Manager]

(“**Service Manager**”)

BACKGROUND

- Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen (now His Majesty the King) in right of Ontario as represented by the Minister of Housing (“MHO”) entered into a bilateral agreement under the 2017 National Housing Strategy made as of April 1, 2018 (the “CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy”).
- The Minister is now responsible for the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy signed by MHO.
- The Minister established a Canada-Ontario Community Housing Initiative (“COCHI”) and an Ontario Priorities Housing Initiative (“OPHI”), pursuant to which the Minister will provide the CMHC funding and Provincial funding as applicable.
- The Minister and the Service Manager previously entered into an Ontario Transfer Payment Agreement for COCHI and OPHI in respect of Fiscal Years 2019-2020, 2020-2021, and 2021-2022 (the “Previous Agreement”). The Minister and the Service Manager subsequently entered into an amending agreement to extend the Previous Agreement by one year and provide for an additional Fiscal Year in 2022-2023.
- The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager’s obligations with respect to the administration of COCHI and OPHI and the Minister’s obligation to provide funding to the Service Manager for COCHI and OPHI in respect of Fiscal Years 2023-2024 and 2024-2025.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Minister and the Service Manager (the "Parties") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This agreement (the "Agreement"), includes:

Schedule "A" - General Terms and Conditions;
Schedule "B" - Program Specific Information and Additional Provisions;
Schedule "C" - Canada-Ontario Community Housing Initiative (COCHI);
Schedule "D" - Ontario Priorities Housing Initiative (OPHI);
Schedule "E" - French Language Services;
Schedule "F" - Communications Protocol Requirements;
Schedule "G" - Program Guidelines;
Schedule "H" - Investment Plan; and

any amending agreement entered into as provided for below, and constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS AND E-SIGNATURES

3.1 The Agreement may be executed and delivered in counterparts by electronic means, including by email transmission in PDF format, and the Parties may rely on such electronic execution as though it were an original hand-written signature.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Service Manager acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and

procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Minister;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Minister is not responsible for carrying out the Program;
- (e) the Minister is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (g) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs
and Housing**

Name:
Title:

Date

[Enter the full legal name of Service Manager]

Name:
Title:

Date

Name:
Title:

Date:

I/We have authority to bind the Service Manager.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 11.1 and as specified in Schedule "B";

"Administration Fee" means the amount paid by the Minister to offset the Service Manager's cost of performing tasks under this Agreement;

"Affordability Period" means the period during which a Project is required to be affordable, as determined in accordance with the Program Guidelines or as otherwise established by the Minister;

"Agreement" means this agreement entered into by the Minister and the Service Manager, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1;

"Budget" means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule "B", subject to any re-allocation of funding by the Minister in accordance with section 4.1;

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business;

"CMHC" has the meaning given to it in the Background;

"COCHI" has the meaning given to it in the Background;

"Component" means any of the respective Components of the COCHI and OPHI Initiatives, as described in Schedules "C" and "D" and in the Program Guidelines;

"CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy" has the meaning given to it in the Background;

"Effective Date" means the date set out at the top of the Agreement;

"Event of Default" has the meaning ascribed to it in section 17.1;

"Expiry Date" means the date on which the Agreement will expire and is the date provided for in Schedule "B";

“Fiscal Year” means:

- (a) in the case of the first Fiscal Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of the second Fiscal Year, the period commencing on April 1 following the end of the first Fiscal Year and ending on the following March 31;

“Funds” means the money the Minister provides to the Service Manager pursuant to the Agreement;

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees;

“Initiative” means either the Canada-Ontario Community Housing Initiative as set out in Schedule “C”, or the Ontario Priorities Housing Initiative as set out in Schedule “D”;

“Investment Plan” means the plan developed by the Service Manager that sets out how the Service Manager will use the funding allocations, attached to this Agreement as Schedule “H”;

“Maximum Funds” means the maximum amount the Minister will provide the Service Manager under the Agreement, as provided for in Schedule “B”;

“Ministry Notification” means a notice in writing from the Minister to a Service Manager regarding the Program;

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

“Notice Period” means the period of time within which the Service Manager is required to remedy an Event of Default pursuant to section 17.3(b), and includes any such period or periods of time by which the Minister extends that time in accordance with section 17.4;

“OPHI” has the meaning given to it in the Background;

“Parties” means the Minister and the Service Manager;

“Party” means either the Minister or the Service Manager;

“Program” means the COCHI and OPHI Initiatives and any of the respective Components of those Initiatives, as may be more specifically defined in Schedules “C” and “D” or in the Appendices to those Schedules;

“Program Guidelines” means the guidelines attached to this Agreement as Schedule “G”, as amended by the Minister from time to time;

“Project” means affordable or social housing proposed or approved for a Program, as may be more specifically defined in Schedules “C” and “D” or in the Appendices to those Schedules;

“Proponent” means a person or other legal entity that has submitted a proposal;

“Reports” means the reports described in Schedules “C” and “D”;

“TPON” means the Transfer Payment Ontario system.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Service Manager represents, warrants and covenants that:

- (a) it has full power to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Program;
- (c) it is in compliance, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Service Manager provided to the Minister in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Service Manager provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Service Manager represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions (including the adoption of any authorizing by-law) to authorize the execution of the Agreement.

2.3 **Governance.** The Service Manager represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Service Manager's organization;
- (b) procedures to ensure the ongoing effective functioning of the Service Manager;
- (c) decision-making mechanisms for the Service Manager;
- (d) procedures to enable the Service Manager to manage Funds prudently and effectively;
- (e) procedures to enable the Service Manager to complete the Program successfully;
- (f) procedures to enable the Service Manager, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 8.0; and
- (h) procedures to enable the Service Manager to deal with such other matters as the Service Manager considers necessary to ensure that the Service Manager carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Service Manager will provide the Minister with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article 15.0, Article 16.0 or Article 17.0.

4.0 FUNDS AND CARRYING OUT THE PROGRAM

4.1 The Minister shall make a planning allocation of funding for each Initiative to the Service Manager. The Service Manager's planning allocations shall be broken down by fiscal year. Funds shall be committed as set out in the Program Guidelines and cannot be re-allocated between fiscal years. The Minister may re-allocate funding that has not been committed as set out in the Program Guidelines.

- 4.2 The Minister will advance Funds to the Service Manager as set out in the Program Guidelines. For the COCHI Operating Component, the Minister will advance Funds only up to March 31, 2025. For the COCHI Repair Component, the Minister will advance Funds only up to March 31, 2025. For the COCHI New Build Component, the Minister will advance Funds only up to March 31, 2029. For the OPHI Ontario Renovates Component, Rental Assistance Component and Supportive Housing Component, the Minister will advance Funds only up to March 31, 2025. For the OPHI Rental Component and the Homeownership Component, the Minister will advance Funds only up to March 31, 2029. Funds will not be advanced by the Minister to Service Managers after the above dates.
- 4.3 **Funds Provided.** The Minister will:
- (a) provide the Service Manager up to the Maximum Funds for the purpose of delivering the Program, in accordance with those Schedule relevant to the Component in which the Service Manager participates;
 - (b) subject to adjustment in accordance with this Agreement, provide the Funds to the Service Manager in accordance with Schedule “C” and “D” ; and
 - (c) deposit the Funds into a separate account designated by the Service Manager provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Manager.
- 4.4 **Movement of Funds.** No Funds can be moved from COCHI to OPHI or vice-versa.
- 4.5 **Adjustment.** Despite section 4.3, in order to more accurately reflect the Service Manager’s anticipated need for Funds, the Minister may adjust the amount of the Funds to be provided, and any instalment of Funds, based upon the quarterly spending forecasts submitted by this Service Manager pursuant to section 8.1.
- 4.6 **Limitation on Payment of Funds.** Despite section 4.3:
- (a) The Minister is not obligated to provide any Funds to the Service Manager until the Service Manager provides the insurance certificate or other proof as the Minister may request pursuant to section 14.2;
 - (b) The Minister is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
 - (c) The Minister may adjust the amount of Funds it provides to the Service Manager in any Fiscal Year based upon the Minister’s assessment of the information provided by the Service Manager pursuant to section 8.1;
 - (d) if, pursuant to the *Financial Administration Act* (Ontario), the Minister does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Minister is not obligated to make any such payment, and, as a consequence, the Minister may:
 - (i) reduce the amount of Funds and, in consultation with the Service Manager, change the Program; or
 - (ii) terminate the Agreement pursuant to section 15.1; and
 - (e) the Minister is not obligated to provide any Funds to the Service Manager for a Fiscal Year in excess of the total amount allocated to the Service Manager for that

Fiscal Year.

- 4.7 **Use of Funds.** The Service Manager will:
- (a) administer and deliver the Program in accordance with the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of administering and delivering the Program;
 - (c) spend the Funds only in accordance with Schedules “C” and “D”; and
 - (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.
- 4.8 **Administration Costs.** The Service Manager may use up to five per cent (5%) of its COCHI funding allocation to assist with administration of COCHI. The Service Manager may use up to five per cent (5%) of its OPHI funding allocation to assist with administration of OPHI. In the event the Service Manager does not spend its total funding allocation under one or both Initiatives, the Minister may request repayment of the portion of the administration fee paid to the Service Manager that exceeds five per cent (5%) of the spent Funds. The Service Manager shall repay amounts requested by the Minister within thirty (30) days of the date the Minister requests the repayment.
- 4.9 **The Minister’s Role Limited to Providing Funds.** For greater clarity, the Minister is not responsible for carrying out the Program. The Minister intends to work collaboratively with the Service Manager to address issues related to the Program and/or its evaluation as they arise.
- 4.10 **No Changes.** The Service Manager will not make any changes to the Program that are contrary to those in Schedules “C” and “D”, without the prior written consent of the Minister.
- 4.11 **Interest Bearing Account.** If the Minister provides Funds to the Service Manager before the Service Manager’s immediate need for the Funds, the Service Manager will place the Funds in an interest bearing account in the name of the Service Manager at a Canadian financial institution.
- 4.12 **Interest.** If the Service Manager earns any interest on the Funds, the Minister may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Service Manager the repayment of an amount equal to the interest.
- 4.13 **Maximum Funds.** The Service Manager acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.
- 4.14 **Rebates, Credits and Refunds.** The Service Manager acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Manager, less any costs (including taxes) for which the Service Manager has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.15 **Funding, Not Procurement.** For greater clarity, the Service Manager acknowledges that it is receiving funding from the Minister for the Program and is not providing goods or services to the Minister.
- 4.16 **Program Over Budget.** The Service Manager acknowledges that should the Program expenses exceed the amount of the Funds, the Minister is not responsible for any additional funding and the Service Manager undertakes to incur all further costs necessary to carry out the Program.

5.0 INVESTMENT PLAN

- 5.1 The Service Manager shall develop and submit to the Minister an Investment Plan for the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative Components.
- 5.2 The Investment Plan shall be approved by the Municipal Council, District Social Services Administration Board, or delegated authority for the Service Manager.
- 5.3 The Investment Plan shall contain the following information:
- The COCHI and OPHI Components that the Service Manager will deliver in each year of the Program;
 - The number of units that are expected to be created and repaired and the number of households that are expected to be assisted under the selected COCHI and OPHI Components in each year of the Program;
 - The amount of Funds from each year's funding allocation projected to be used for the selected COCHI and OPHI Components;
 - The amount of Funds projected to be committed to Projects or households quarterly under the selected COCHI and OPHI Components;
 - The amount of Funds from each year's funding allocation that will be used for Administration Fees.
- 5.4 The Service Manager acknowledges that the Ministry will use the Investment Plan to track the Service Manager's progress against the Service Manager's allocation of Funds.
- 5.5 The Service Manager is required to update its Investment Plans on a quarterly basis. Updates will include progress against their annual funding allocation, quarterly projected take-up and planned commitments.
- 5.6 In the event the Service Manager's original planned commitment for COCHI Funds cannot be met, the Service Manager may request to move Funds originally planned for the Operating Component to either the Repair or New Build Components or vice versa, provided the request is submitted to the Minister by October 15 of the applicable Fiscal Year for which the reallocation is requested.
- 5.7 In the event a Service Manager's original planned commitment for OPHI Funds cannot be met, a Service Manager may move Funds within its planning allocation from an OPHI Component to other OPHI Components within the same fiscal year in order to ensure that all Funds are committed as set out in the Program Guidelines, as follows:
- (a) Funds originally planned for the Rental Housing, Homeownership and the Ontario Renovates Components can be re-allocated within these Components;
 - (b) Funds originally planned for the Rental Assistance Component's Rent Supplement and Housing Allowance Direct Delivery Stream, or the Housing Support Services Component can be re-allocated within these Streams/Components;
 - (c) No funding can be moved to the Housing Allowance Shared Delivery Stream from the other OPHI components, or vice versa, without Ministry approval. Service Managers must submit a business case with a strong rationale to the Ministry for approval in accordance with the Program Guidelines.
 - (d) If a Service Manager wishes to reallocate Funds from the Rental Housing, Homeownership, or Ontario Renovates Components to the Operating Component's Direct Delivery Streams, or vice versa, a request for reallocation shall be submitted to the Ministry by October 15 of the applicable Fiscal Year for which the reallocation is requested.

5.8 No Funds can be moved to COCHI from OPHI, or from COCHI to OPHI.

6.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

6.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

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

6.2 **Disposal.** The Recipient will not, without the Minister's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedules "C" and "D" at the time of purchase.

7.0 CONFLICT OF INTEREST

7.1 **No Conflict of Interest.** The Service Manager will carry out the Program and use the Funds and interest earned without an actual, potential or perceived conflict of interest.

7.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Service Manager; or
- (b) any person who has the capacity to influence the Service Manager's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Service Manager's objective, unbiased and impartial judgment relating to the Program, the use of the Funds, or both.

7.3 **Disclosure to the Minister.** The Service Manager will:

- (a) disclose to the Minister, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Minister may prescribe as a result of the disclosure.

8.0 REPORTING, ACCOUNTING AND REVIEW

8.1 **Preparation and Submission.** The Service Manager will:

- (a) submit to the Minister at the address referred to in section 21.1, all Reports in accordance with the timelines and content requirements set out in Schedules "C" and "D", or in a form as specified by the Minister from time to time;
- (b) submit to the Minister at the address referred to in section 21.1, any other reports as may be requested by the Minister in accordance with the timelines and content requirements specified by the Minister;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Minister; and
- (d) ensure that all Reports and other reports are signed on behalf of the Service Manager by an authorized signing officer.

- 8.2 **Record Maintenance.** The Service Manager will keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 8.3 **Inspection.** The Minister, his authorized representatives or an independent auditor identified by the Minister may, at their own expense, upon twenty-four (24) hours' Notice to the Service Manager and during normal business hours, enter upon the Service Manager's premises to review the progress of the Program and the Service Manager's allocation and expenditure of the Funds and, for these purposes, the Minister, his authorized representatives or an independent auditor identified by the Minister may take one or more of the following actions:
- (a) inspect and copy the records and documents referred to in section 8.2;
 - (b) remove any copies made pursuant to section 8.3(a) from the Service Manager's premises; and
 - (c) conduct an audit or investigation of the Service Manager in respect of the expenditure of the Funds and/or the Program; and
 - (d) the Minister may conduct an annual audit in respect of the information addressed in this section 8.3.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Service Manager will disclose any information requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, and will do so in the form requested by the Minister, his authorized representatives or an independent auditor identified by the Minister, as the case may be.
- 8.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Minister any control whatsoever over the Service Manager's records.
- 8.6 **Auditor General.** For greater certainty, the Minister's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- 9.0 FRENCH LANGUAGE SERVICES**
- 9.1 The Service Manager agrees that where the Service Manager or a subcontractor providing a public service in connection with the Program has an office located in or servicing an area designated in the Schedule to the *French Language Services Act* ("FLSA"), the Service Manager shall:
- (a) Ensure services are provided in French; and
 - (b) Make it known to the public, by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with the Program are available in French.

9.2 The Service Manager agrees to submit a written report to the Minister, in the form set out in Schedule "E", by May 31 for each year of the Program, setting out whether the Service Manager or the subcontractor, as appropriate, has complied with section 9.1.

9.3 Nothing in this section authorizes a Service Manager or provides it with the delegated authority to enter into any agreements on behalf of or otherwise binding the Province of Ontario.

10.0 COMMUNICATIONS REQUIREMENTS

10.1 **Acknowledge Support.** Unless otherwise directed by the Minister, the Service Manager will acknowledge the support of the Minister in a form and manner as directed by the Minister.

10.2 **Publication.** The Service Manager will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Service Manager and do not necessarily reflect those of the Minister.

10.3 **CMHC-Ontario Bilateral Agreement Requirements.** The Service Manager acknowledges that the terms of the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy require the Minister to co-ordinate with CMHC and/or obtain CMHC's approval with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials and signs; messages; public statements; press conferences; news releases; announcements; official ceremonies; and special events, in each case, for projects funded in accordance with this Agreement. The Service Manager shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of the Minister. A copy of the requirements of the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy is attached as Schedule "F". The Service Manager agrees that it shall not do or omit to do any act which will cause the Minister to be in breach of these requirements.

11.0 FURTHER CONDITIONS

11.1 **Additional Provisions.** The Service Manager will comply with any Additional Provisions.

11.2 **Open Data.** The Service Manager agrees that the Minister may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Service Manager name; Service Manager contact information; Service Manager address; amount of Maximum Funds and/or Funds; Program description; Program objectives/goals; Program location; and Program results reported by the Service Manager. However, the Minister and the Service Manager agree that such permission does not apply to the following: personal information of individuals who may be eligible to participate in the Program.

12.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

12.1 **FIPPA.** The Service Manager acknowledges that the Minister is bound by FIPPA and that any information provided to the Minister in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

13.0 INDEMNITY

13.1 **Indemnification.** The Service Manager hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims,

demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Minister.

14.0 INSURANCE

14.1 **Service Manager's Insurance.** The Service Manager represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a Program similar to the Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Service Manager's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a thirty (30) day written notice of cancellation.

14.2 **Proof of Insurance.** The Service Manager will provide the Minister with certificates of insurance, or other proof as may be requested by the Minister, that confirms the insurance coverage as provided for in section 14.1. Upon the request of the Minister, the Service Manager will make available to the Minister a copy of each insurance policy.

15.0 TERMINATION ON NOTICE

15.1 **Termination on Notice.** The Minister may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Service Manager.

15.2 **Consequences of Termination on Notice by the Minister.** If the Minister terminates the Agreement pursuant to section 15.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program, and do either or both of the following:
 - (i) permit the Service Manager to offset such costs against the amount owing pursuant to section 15.2(b); and
 - (ii) subject to section 4.13, provide Funds to the Service Manager to cover such costs.

16.0 TERMINATION WHERE NO APPROPRIATION

16.1 **Termination Where No Appropriation.** If, as provided for in section 4.6(d), the Minister does not receive the necessary appropriation from the Ontario Legislature for any payment the Minister is to make pursuant to the Agreement, the Minister may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Service Manager.

16.2 **Consequences of Termination Where No Appropriation.** If the Minister terminates

the Agreement pursuant to section 16.1, the Minister may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Service Manager; and
- (c) determine the reasonable costs for the Service Manager to wind down the Program and permit the Service Manager to offset such costs against the amount owing pursuant to section 16.2(b).

16.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 16.2(c) exceed the Funds remaining in the possession or under the control of the Service Manager, the Minister will not provide additional Funds to the Service Manager.

17.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

17.1 **Events of Default.** It will constitute an Event of Default if, in the opinion of the Minister, the Service Manager breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Program;
- (b) comply with any term of Schedules "C" and "D";
- (c) use or spend Funds as required; or
- (d) provide, in accordance with section 8.1, Reports or such other reports as may have been requested pursuant to section 8.1(b).

17.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Minister may, at any time, take one or more of the following actions:

- (a) initiate any action the Minister considers necessary in order to facilitate the successful continuation or completion of the Program;
- (b) provide the Service Manager with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Minister determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Service Manager the repayment of any Funds remaining in the possession or under the control of the Service Manager;
- (g) demand from the Service Manager the repayment of an amount equal to any Funds the Service Manager used, but did not use in accordance with the Agreement;
- (h) demand from the Service Manager the repayment of an amount equal to any Funds the Minister provided to the Service Manager; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Minister upon giving Notice to the Service Manager.

17.3 **Opportunity to Remedy.** If, in accordance with section 17.2(b), the Minister provides the Service Manager with an opportunity to remedy the Event of Default, the Minister will provide Notice to the Service Manager of:

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

17.4 **Service Manager not Remediating.** If the Minister has provided the Service Manager with an opportunity to remedy the Event of Default pursuant to section 17.2(b), and:

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

the Minister may extend the Notice Period, or initiate any one or more of the actions provided for in sections 17.2(a), (c), (d), (e), (f), (g), (h) and (i).

17.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

18.0 FUNDS AT THE END OF A FISCAL YEAR

18.1 **Funds at the End of a Fiscal Year.** Without limiting any rights of the Minister under Article 17.0, if the Service Manager has not spent all of the Funds allocated for the Fiscal Year, the Minister may take one or both of the following actions:

- (a) demand from the Service Manager the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

For greater certainty, the Service Manager may not carry Funds over from one Fiscal Year to the next. Should a planned commitment for Funds under the Program fall through, the Funds may only be recommitted and spent within the same Fiscal Year.

19.0 FUNDS UPON EXPIRY

19.1 **Funds Upon Expiry.** The Service Manager will, upon expiry of the Agreement, return to the Minister any Funds remaining in its possession or under its control.

20.0 DEBT DUE AND PAYMENT

20.1 **Payment of Overpayment.** If at any time during the term of the Agreement, the Minister provides Funds in excess of the amount to which the Service Manager is entitled under the Agreement, the Minister may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Service Manager pay an amount equal to the excess Funds to the Minister.

20.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Minister demands from the Service Manager the payment of any Funds or an amount equal to any Funds from the Service Manager; or
- (b) the Service Manager owes any Funds or an amount equal to any Funds to the Minister, whether or not their return or repayment has been demanded by the Minister, such Funds or other amount will be deemed to be a debt due and owing to the Minister by the Service Manager, and the Service Manager will pay or return the amount to the Minister immediately, unless the Minister directs otherwise.

- 20.3 **Interest Rate.** The Minister may charge the Service Manager interest on any money owing by the Service Manager at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 20.4 **Payment of Money to the Minister.** The Service Manager will pay any money owing to the Minister by cheque payable to the “Ontario Minister of Finance” and delivered to the Minister at the address referred to in section 21.1.
- 20.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Service Manager fails to repay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by His Majesty the King in right of Ontario.

21.0 NOTICE

- 21.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, or personal delivery, and will be addressed to the Minister and the Service Manager respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.
- 21.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
 - (b) in the case of email or personal delivery, one (1) Business Day after the Notice is delivered.
- 21.3 **Postal Disruption.** Despite section 21.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be received; and
 - (b) the Party giving Notice will provide Notice by email or personal delivery.
- 21.4 **Notice by the Minister.** The Service Manager shall comply with all Notices given by the Minister.

22.0 CONSENT BY THE MINISTER AND COMPLIANCE BY SERVICE MANAGER

- 22.1 **Consent.** When the Minister provides his consent pursuant to the Agreement, he may impose any terms and conditions on such consent and the Service Manager will comply with such terms and conditions.

23.0 SEVERABILITY OF PROVISIONS

- 23.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

24.0 WAIVER

- 24.1 **Waivers in Writing.** Either Party may, in accordance with the Notice provisions set out in Article 21.0, ask the other Party to waive an obligation under the Agreement.
- 24.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 24.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligations referred to in the waiver.

25.0 INDEPENDENT PARTIES

25.1 **Parties Independent.** The Service Manager acknowledges that it is not an agent, joint venturer, partner or employee of the Minister, and the Service Manager will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

26.0 ASSIGNMENT OF AGREEMENT OR FUNDS

26.1 **No Assignment.** The Service Manager will not, without the prior written consent of the Minister, assign any of its rights, or obligations under the Agreement.

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

27.0 GOVERNING LAW

27.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

28.0 JOINT AND SEVERAL LIABILITY

28.1 **Joint and Several Liability.** Where the Service Manager is comprised of more than one (1) entity, all such entities will be jointly and severally liable to the Minister for the fulfillment of the obligations of the Service Manager under the Agreement.

29.0 FURTHER ASSURANCES

29.1 **Agreement into Effect.** The Service Manager will provide such further assurances as the Minister may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

30.0 RIGHTS AND REMEDIES CUMULATIVE

30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Minister under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

31.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

31.1 **Other Agreements.** If the Service Manager:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Minister may suspend the payment of Funds for such period as the Minister determines appropriate.

32.0 SURVIVAL

32.1 **Survival.** The following Articles and sections, and all applicable cross-referenced

sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions; section 4.6(d); section 4.8; section 4.12; section 4.16; section 6.2; section 8.1 (to the extent that the Service Manager has not provided the Reports to the satisfaction of the Minister); sections 8.2; 8.3; 8.4; 8.5; 8.6; Article 10.0; Article 11.0; Article 13; Article 14.0; section 15.2; sections 16.2 and 16.3; sections 17.1; 17.2(d), (e), (f), (g) and (h); Article 19.0; Article 20.0; Article 21.0; Article 23.0; section 26.2; Article 27.0; Article 30.0; Article 31.0; Article 32.0; Article 33.0; Article 34.0; and the reporting and repayment provisions of Schedules "C" and "D".

33.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS

33.1 **Permissions.** The Service Manager represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed during the Program and/or in Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

33.2 **Consent of Legal Guardian.** The Service Manager acknowledges that it is the responsibility of the Service Manager to obtain express written consent from the legal guardian of any minors who are involved in any way with the Program.

34.0 GENERAL

34.1 **Ministry Employees and Agents.** Any power, right or function of the Minister, contemplated by this Agreement, may be exercised by any employee or agent of the Ministry of Municipal Affairs and Housing.

34.2 **CMHC Not a Party.** The Service Manager acknowledges that CMHC is not a party to this Agreement.

34.3 **Time of the Essence.** 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 Minister and the Service Manager or its respective solicitors on its behalf, who are hereby expressly appointed in this regard.

34.4 **References to Statutes.** 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.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| Maximum Funds | <p>Maximum Funds in respect of the Canada-Ontario Community Housing Initiative – \$ XXX</p> <p>Maximum Funds in respect of the Ontario Priorities Housing Initiative – \$ XXX</p> |
| Expiration Date | <p>Canada-Ontario Community Housing Initiative – March 31, 2056</p> <p>Ontario Priorities Housing Initiative – March 31, 2056</p> |
| Insurance | \$ 2,000,000.00 |
| Contact information for the purposes of Notice to THE MINISTER | <p>Name: Ministry of Municipal Affairs and Housing</p> <p>Address: 777 Bay Street, 14th Floor, Toronto, Ontario, M5E 2E5</p> <p>Attention: Director, Housing Programs Branch</p> <p>E-mail: Dan.Lawrence2@ontario.ca</p> |
| Contact information for the purposes of Notice to the Service Manager | <p>Name:</p> <p>Address:</p> <p>Attention:</p> <p>Email:</p> <p>Telephone:</p> |
| Contact information for the senior financial person in the Service Manager organization (e.g., CFO, CAO) to respond as required to requests from THE MINISTER related to the Agreement | <p>Name:</p> <p>Position:</p> <p>Email:</p> <p>Telephone:</p> |

SCHEDULE “C”

CANADA-ONTARIO COMMUNITY HOUSING INITIATIVE (COCHI)

1. INTERPRETATION

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

- **“Housing Provider”** means a person who operates a Project;
“New Build Component” means the COCHI New Build Component described in Appendix C-3 and the Program Guidelines;
- **“Operating Component”** means the COCHI Operating Component described in Appendix C-1 and the Program Guidelines;
- **“Operating Funds”** means Funds in respect of the COCHI Operating Component;
- **“Repair Component”** means the COCHI Repair Component described in Appendix C-2 and the Program Guidelines;
- **“Repair Funds”** means Funds in respect of the COCHI Repair Component;
- **“Part VII.1 housing project”** means a Part VII.1 housing project as defined in section 101.1 of the *Housing Services Act, 2011*;
- **“Social Housing”** means those housing projects that are, as of April 1, 2019, administered within a “transferred housing program” as prescribed in Schedule 1 to O. Reg. 367/11 under the *Housing Services Act, 2011*, and remain within a transferred housing program at the time of commitment and use of the Funds for the housing project; but **“Social Housing”** excludes the housing that was or is only within either of Program No. 2: “Rent Supplement Program” or Program No. 9: “Rural and Native Homeownership Program” of Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999;
- **“Urban Native social housing units”** means units administered under either Program No. 7: “Non-Profit & Urban Native ‘Fully Targeted’ Housing Program” or Program No. 8: “Urban Native ‘2% Write-Down & Additional Assistance’ Program” of Schedule C to the CMHC-Ontario Social Housing Agreement dated November 15, 1999.

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix C-1 – COCHI Operating Component

Appendix C-2 – COCHI Repair Component

Appendix C-3 – COCHI New Build Component

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

2. PROGRAM GUIDELINES

- 2.1 The Service Manager agrees to administer the Operating Component, Repair Component and New Build Component in accordance with the Agreement and the Program Guidelines.

APPENDIX C-1

COCHI OPERATING COMPONENT

1. INTERPRETATION

- 1.1 In this Appendix C-1, unless the context requires otherwise,
- **“Housing Provider Agreement”** means an agreement between the Service Manager and a Housing Provider receiving funding under the Operating Component in relation to a Project that meets the requirements of the Program Guidelines;
 - **“Project”** means a Social Housing project or Part VII.1 housing project proposed or approved for the Operating Component.
- 1.2 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

2. PROJECT SELECTION

- 2.1 The Service Manager shall select and approve Projects for Operating Funds in accordance with the Program Guidelines.
- 2.2 In selecting Projects, the Service Manager shall prioritize Urban Native social housing units in accordance with the Program Guidelines.
- 2.3 Once the Minister has reviewed the Service Manager’s Investment Plan and the Service Manager has approved individual Projects, the Service Manager shall enter project details into TPON.

3. PROVISION OF OPERATING FUNDS BY THE MINISTER

- 3.1 Subject to sections 3.4 and 3.6, upon receipt by the Minister of the Service Manager’s updated Investment Plan and committal of funds by the Minister, the Minister shall transfer to the Service Manager, on a quarterly basis, the Operating Funds indicated in the Investment Plan. The Service Manager shall update the Investment Plan on a quarterly basis in accordance with the Program Guidelines.
- 3.2 The Minister shall transfer Operating Funds to the Service Manager in May or June, July, November, and February of each Fiscal Year. Fourth quarter payments by the Minister will be made in February to allow for any payment adjustments based on discrepancies between the Service Manager’s planned and actual spending.
- 3.3 The transfer of all Operating Funds shall be made by electronic funds transfer.

- 3.4 The Service Manager shall use the Operating Funds transferred to it by the Minister in respect of a Project solely for the purpose set out in the Service Manager's Investment Plan.
- 3.5 All interest that accrues on Operating Funds while held by the Service Manager shall be used by the Service Manager for the purpose of administering and operating Projects.
- 3.6 For greater certainty, should the Minister, in his or her sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 3.5, the Minister may refuse to provide Funding under section 3.1 or section 3.2.

4. PROVISION OF OPERATING FUNDS BY THE SERVICE MANAGER

- 4.1 In order to receive quarterly Operating Funds, the Service Manager shall update the Investment Plan quarterly in accordance with the Program Guidelines.
- 4.2 The Service Manager or its authorized agency shall enter into a Housing Provider Agreement with each Housing Provider in respect of all commitments of Operating Funds on or after the date this Agreement is executed by the Parties.
- 4.3 The Service Manager shall advance monthly payments of Operating Funds to a Housing Provider upon the signing of a Housing Provider Agreement and receipt by the Service Manager of updated unit occupancy figures from the Housing Provider.

5. REPORTING REQUIREMENTS

- 5.1 During the period between the date of execution of this Agreement and the end of the Operating Component, the Service Manager shall provide the Minister with a quarterly updated Investment Plan by each of the due dates set out in the Program Guidelines. The initial Investment Plan and each quarterly updated Investment Plan shall be prepared in accordance with the Program Guidelines.
- 5.2 The Service Manager shall provide documentation of Housing Provider Agreements and/or agreements with delivery agencies.
- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.
- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2025, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.
- 5.5 The Service Manager shall report to the Minister municipal Social Housing expenditures that match the annual COCHI allocation provided, in accordance with the Program Guidelines.

6. MARKETING

- 6.1 Subject to section 10 of the Agreement, the Service Manager shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

7. REMEDIES

- 7.1 If the Service Manager breaches any one or more of the provisions of this Schedule, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,
- (a) terminate this Appendix;
 - (b) demand repayment of any Operating Funds in the possession or control of the Service Manager which has not been advanced to a Housing Provider;
 - (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project in respect of which the breach occurred;
 - (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
 - (e) cancel all further payments of Operating Funds; and/or
 - (f) suspend further payments of Operating Funds for such period as the Minister may determine.
- 7.2 The Service Manager shall comply with a demand referred to in clauses 7.1(c) and (d), irrespective of whether it has transferred any of the relevant amounts to a Housing Provider.

APPENDIX C-2

COCHI REPAIR COMPONENT

1. INTERPRETATION

1.1 In this Appendix C-2, unless the context requires otherwise,

- **“Affordable”** means units rented at the low end of market rent as determined by the Service Manager;
- **“Eligible Repairs”** means repairs, renovations, replacements, or other work to a Project that is eligible to receive Repair Funds, as determined by the Program Guidelines;
- **“Project”** means the approved Eligible Repairs to be performed on a Social Housing project or a Part VII.1 housing project under the Repair Component;
- **“PIF”** means a Project Information Form in the form and format required by the Minister;
- **“Project Funding Agreement”** means an agreement between the Service Manager and a Housing Provider receiving funding under the Repair Component in relation to a Project that meets the requirements of the Program Guidelines;
- **“Unit”** means a unit intended for use as residential accommodation in a Social Housing project.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-2A – Affordability Report.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

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

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROJECT SELECTION AND APPROVAL

- 2.1 The Service Manager is responsible for selecting and approving all Projects, monitoring progress and completion of Projects, quality of work and for the advancement of funds.
- 2.2 The Service Manager shall select and approve Projects for Repair Funds in accordance with the Program Guidelines.
- 2.3 In selecting Projects, the Service Manager shall prioritize Urban Native social housing units in accordance with the Program Guidelines. Once the Minister has reviewed the Service Manager's Investment Plan and the Service Manager has approved individual Projects, the Service Manager shall enter project details as per the PIF into TPON to commit funding.
- 2.4 The Minister reserves the right to return a PIF to the Service Manager for revision and resubmission if it is not consistent with the Program Guidelines.
- 2.5 The Service Manager shall not approve a funding request by a Housing Provider unless the Housing Provider agrees to operate the Project in accordance with the affordability requirements for the Repair Component, as set out in section 10.1 and in the Program Guidelines.
- 2.6 In conjunction with the approval of each Project, the Service Manager shall enter into a Project Funding Agreement with the Housing Provider in respect of the Project. The Project Funding Agreement shall require the Housing Provider to comply with the requirements of the Repair Component and impose on the Housing Provider such obligations as enable the Service Manager to fulfill its obligations to report to the Minister.
- 2.7 The Service Manager shall ensure that Project status is updated and documents are posted in TPON on an on-going basis.

3. PROVISION OF REPAIR FUNDS BY THE MINISTER

- 3.1 Once the Minister has reviewed the PIF for a Project and a Project Funding Agreement has been executed in respect of the Project, the Minister shall make quarterly transfer payments to the Service Manager as set out in sections 3.2 to 3.4.
- 3.2 The Minister shall advance funds on a quarterly basis to the Service Manager based on the projected planned commitments identified in the Service Manager's Investment Plan.
- 3.3 The Minister may adjust quarterly payments to the Service Manager to reflect Service Manager needs, based on the information provided in the quarterly updates to the Investment Plan.

- 3.4 The transfer of all Repair Funds shall be made by electronic funds transfer.
- 3.5 The Service Manager shall use the Repair Funds transferred to it by the Minister in respect of a Project solely for the purpose set out in the Service Manager's Investment Plan.

4. RECONCILIATION

- 4.1 The Service Manager must ensure the status of each Project is updated in TPON. In the event that the Service Manager does not update Project details as required, the Minister may reduce payments to the Service Manager.
- 4.2 A minimum of ninety percent (90%) of the Service Manager's funding allocation for the Repair Component must be committed by December 15 of each Fiscal Year. In the event that the Service Manager has not met this threshold, the Minister may reallocate Repair Funds to another Service Manager.

5. ADMINISTRATION

- 5.1 Service Managers shall provide funding to Housing Providers based on pre-established milestones for their respective Projects as set out in the Project Funding Agreement.
- 5.2 The Service Manager shall comply with the provisions of the *Construction Act* in providing funding to Housing Providers.
- 5.3 Eligible Repairs for each Project must commence within one hundred and twenty (120) days of the date of execution of the Project Funding Agreement and must be completed by the end of the subsequent Fiscal Year. If Eligible Repairs for a Project have not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the funding for the Project, demand repayment of the funding for the Project and reallocate such funding as the Minister deems appropriate.
- 5.4 The Service Manager shall keep copies of all financial invoices in respect of each Project for reporting and audit purposes.
- 5.5 A Project Funding Agreement under the Repair Component cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.6 The Service Manager shall use Repair Funds solely for the purposes of providing funding for Eligible Repairs to Projects and for Administration Costs. The Service Manager shall ensure that funding provided to Housing Providers is spent in accordance with the Project Funding Agreement for the Project and only for approved Eligible Repairs.

- 5.7 The maximum Funding for a Unit shall not exceed \$50,000, except as otherwise provided in the Program Guidelines.

6. REPORTING REQUIREMENTS

- 6.1 During the period between the date of execution of this Agreement and the end of the Repair Component, the Service Manager shall provide the Minister with a quarterly updated Investment Plan by each of the due dates set out in the Program Guidelines. The initial Investment Plan and each quarterly updated Investment Plan shall be prepared in accordance with the Program Guidelines.
- 6.2 For each Project, on each March 31 during the three (3) year period following completion of the Project, the Service Manager shall provide the Minister with a Report in the form of Sub-Appendix C-2A confirming that, subject to any exceptions set out in the Program Guidelines or in the Report, the Project remains Affordable in accordance with section 10.1. After the three (3) year period, the Minister may audit the Service Manager at any time to determine whether the Project remains Affordable in accordance with section 10.1. The Service Manager shall cooperate with the Minister and shall provide free access to such staff, documents, books, records and accounts as the Minister may require in carrying out the audit.
- 6.3 The Service Manager shall provide the Minister with such other information and reports, including as to the status of a Project, as the Minister may request from time to time.
- 6.4 The Service Manager shall report to the Minister municipal Social Housing expenditures that match the annual COCHI allocation provided, in accordance with the Program Guidelines.
- 6.5 This Article 6 shall survive any termination of this Appendix.

7. RECOVERY OF FUNDING

- 7.1 In the case of non-compliance due to misuse of the funding or negligence by a Housing Provider or in the case of a breach of contract with the Service Manager, the Service Manager must notify the Ministry immediately and take available remedies to recover the Funding and return it to the Minister.
- 7.2 Where section 7.1 does not apply but the funding is not spent on approved Eligible Repairs for the Project, the Service Manager shall notify the Minister and make reasonable efforts to recover the Funding and return it to the Minister.

8. NOTICE OF PROJECTS IN DIFFICULTY

- 8.1 The Service Manager shall immediately provide notice to the Minister of any difficulty with any Project and work with the Minister to determine a course of action for rectifying the difficulty.

9. REMEDIES

- 9.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager:
- (a) terminate this Appendix;
 - (b) demand immediate repayment of all or any portion of the Administration Costs paid by the Minister to the Service Manager;
 - (c) demand immediate repayment of all or part of any Repair Funds in the possession or control of the Service Manager that has not been used for a Project;
 - (d) demand immediate repayment of all or any part of the monies paid by the Minister to the Service Manager under this Appendix;
 - (e) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project in respect of which the breach occurred;
 - (f) cancel all further payments of Repair Funds; and/or
 - (g) suspend further payments of Repair Funds for such period as the Minister may determine appropriate.
- 9.2 The Service Manager shall comply with a demand referred to in clause (d) and/or (e), irrespective of whether it has used any of the relevant amounts for a Project.

10. AFFORDABILITY

- 10.1 All Projects must remain Affordable for a ten (10) year period after the completion of the Eligible Repairs, including a minimum of five (5) years during that period in which they must operate as Social Housing or as Part VII.1 housing projects under the *Housing Services Act, 2011*. This requirement applies regardless of whether any mortgages or agreements between a Service Manager and the Housing Provider expire.
- 10.2 The Service Manager shall repay the Minister any amounts provided to a participating Housing Provider where the Project does not remain Affordable for the ten (10) year period, pro-rated to reflect the portion of the ten (10) year period during which the Project will not be affordable.

Sub-Appendix C-2A: COCHI Repair Component Affordability Report

Service Manager:

Service Manager _____

Address:

Service Manager _____

Contact:

Name: _____

Telephone: _____

Email: _____

This report confirms that the **[Insert Service Manager Name]** (the “Service Manager”) is administering and delivering the Canada-Ontario Community Housing Initiative (the “Program”) in accordance with an Agreement dated **[date]** with the Province of Ontario (the “Agreement”).

The Service Manager confirms that:

- (a) all Eligible Housing Projects that received Program funding are listed in column one of the second page of this form;
- (b) the dates at which the Eligible Work was completed for each project are set out in column 4; and
- (c) subject to the exceptions listed below, each Eligible Housing Project continues to be Affordable and/or operate as social housing under the *Housing Services Act, 2011* (HSA).

Exceptions:

I declare that the above information is true and complete.

By: _____

Name:

Title:

Date:

I have the authority to bind the Service Manager

APPENDIX C-3

COCHI NEW BUILD COMPONENT

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential

accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. 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;

- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the New Build Component;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board, a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-3A - Proponent’s Initial Occupancy Report;
Sub-Appendix C-3B - Proponent’s Annual Occupancy Report;
Sub-Appendix C-3C - Rental Protocol;
Sub-Appendix C-3D - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

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

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE NEW BUILD COMPONENT

2.1 Prior to the Service Manager participating in the New Build Component:

- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
- (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.

3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's planning allocation.

3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.

3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.

3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.

3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.

- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.
- 3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

- 4.1 In respect of all Projects:
- (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
- (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule.
- (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
- (i) the Proponent is in compliance with the Contribution Agreement;
 - (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program.

- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.
- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.
- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix

as Sub-Appendix C-3D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.

- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.
- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
 - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;

the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.

- 5.9 The Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each Fiscal Year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the

form attached to this Appendix as Sub-Appendix C-3A and submit it to the Minister.

- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix C-3B and submit it to the Minister.
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
- (a) a request by a Proponent to transfer responsibility for a Project to another entity;
 - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
 - (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
 - (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
 - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
 - (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
 - (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
 - (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The New Build Component is available from the date of this Agreement until March 31, 2025.

- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix C-3C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.
- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.
- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX C-3A

PROPONENT'S INITIAL OCCUPANCY REPORT
COCHI – New Build Component

A. Project Information

| | |
|------------------------------------|--|
| Reference No. | |
| Project Name | |
| Project Address | |
| Proponent Name | |
| Occupancy Date | |
| Contribution Agreement Expiry Date | |

B. Unit Details

| Target Client | Unit Type | Household Type | COCHI Units (A) | # of RS | # of SS | Non-COCHI Units (B) | Total Units (A+B) |
|---------------|------------------|----------------|-----------------|---------|---------|---------------------|-------------------|
| | Bachelor | | | | | | |
| | 1 BR | | | | | | |
| | 2 BR | | | | | | |
| | 3 BR | | | | | | |
| | Others (specify) | | | | | | |
| | Total | | | | | | |

RS: Rent Supplements

SS: Support Services

C. Depth of Affordability: Rents at Occupancy

| Unit Type | Unit Size | Number of Units (A) | Actual Rent to be charged per month (B) | CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C) | Actual Project Rents by Unit Type (D)=(A)X(B) | Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C) |
|------------------|-----------|---------------------|---|--|---|--|
| Bachelor | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |
| 3 BR | | | | | | |
| Others (specify) | | | | | | |
| TOTAL | | | | | | |

Notes:

- Actual Rent is inclusive of Rent Supplements received by the Proponent.

2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

| | | |
|-------------------------------|--|---|
| Weighted Average Rents | Project Weighted Average Rent Total of (D)÷Total of (A) = | CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) = |
| Depth of Affordability | (Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 = | |

D. Source of Alternate AMR (if an alternate AMR is being used)

[Empty text box for source of alternate AMR]

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

[Empty text box for rationale]

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3B

PROPONENT'S ANNUAL OCCUPANCY REPORT

COCHI New Build Component
For the Year Ended December 31, 20XX

A. Project Information

| | |
|------------------------------------|--|
| Reference No. | |
| Project Name | |
| Project Address | |
| Proponent Name | |
| Occupancy Date | |
| Contribution Agreement Expiry Date | |

B. Unit Details

| Target Client | Unit Type | Household Type | COCHI Units (A) | # of RS | # of SS | Non-COCHI Units (B) | Total Units (A+B) |
|---------------|------------------|----------------|-----------------|---------|---------|---------------------|-------------------|
| | Bachelor | | | | | | |
| | 1 BR | | | | | | |
| | 2 BR | | | | | | |
| | 3 BR | | | | | | |
| | Others (specify) | | | | | | |
| | Total | | | | | | |

Notes:

RS: Rent Supplements

SS: Support Services

C. Actual Rents at Year End

| Unit Type | COCHI Funded Units | Previous Year 20XX | | Current Year 20XX | | | Rationale (If D>B) |
|-----------------|--------------------|------------------------------------|---|------------------------------------|-----------------------------|---------------------------|--------------------|
| | | Actual Rent per Unit per Month (A) | RTA Permitted Increase per Unit per Month X % (specify) (B) | Actual Rent per Unit per Month (C) | Rent Increase (D) = (C)-(A) | (E) CMHC or Alternate AMR | |
| Bachelor | | | | | | | |
| 1 BR | | | | | | | |
| 2 BR | | | | | | | |
| 3 BR | | | | | | | |
| 4 BR | | | | | | | |
| Other (specify) | | | | | | | |
| TOTAL | | | | | | | |

D. Depth of Affordability: Rents during year of reporting

| Unit Type | Unit Size | Number of Units (A) | Actual Rent to be charged per month (B) | CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C) | Actual Project Rents by Unit Type (D)=(A)X(B) | Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C) |
|------------------|-----------|---------------------|---|--|---|--|
| Bachelor | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |
| 3 BR | | | | | | |
| Others (specify) | | | | | | |
| TOTAL | | | | | | |

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

| | | |
|-------------------------------|--|---|
| Weighted Average Rents | Project Weighted Average Rent Total of (D)÷Total of (A) = | CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) = |
| Depth of Affordability | (Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 = | |

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3C

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix C-3C, unless the context requires otherwise,

- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix C-3C is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
- **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix C-3C, 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 Sub-Appendix C-3C, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

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 Sub-Appendix C-3C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix C-3C.

3. RENTS

3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.4 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent,

including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 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 (1st) rental period following the completion of the Development Activities in connection with the Project.

- 4.2 Subject to section 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 and agrees that, regardless of whether the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix C-3C.

- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.

- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix C-3C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX C-3D

CONFIRMATION OF CONSTRUCTION START

COCHI New Build Component

This is to confirm that the _____ project in the
_____ [SM name] commenced construction on
_____ [date].

The start of construction for this project is within one hundred twenty (120) days of the date of the project's Contribution Agreement, which was signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE D

Ontario Priority Housing Initiative

1.0 INTERPRETATION

In this Schedule, unless the context requires otherwise, the following term has the meaning set out in this Section:

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Schedule forms a part;
- **“OPHI Components”** means the Rental Housing Component, Homeownership Component, Ontario Renovates Component, Rental Assistance Component and Housing Support Services Component, being Appendices D-1 to D-5, respectively, of this Schedule;

1.2 The following Appendices are attached to and form part of this Schedule:

Appendix D-1 - Rental Housing Component

Appendix D-2 - Homeownership Component

Appendix D-3 - Ontario Renovates Component

Appendix D-4 - Rental Assistance Component

Appendix D-5 - Housing Support Services Component

1.3 In the event of a conflict or inconsistency between the Appendices dealing with the OPHI Components, being Appendices D-1 to D-5 of this Schedule, and the Schedule containing the Program Guidelines, being Schedule “G” of this Agreement, the Appendices dealing with the OPHI Components shall prevail.

2.0 COMPLIANCE WITH APPENDICES

2.1 The Parties agree to comply with and abide by the terms and conditions set out in those Appendices to this Agreement relevant to the OPHI Components in which the Service Manager participates. The Service Manager agrees to administer such OPHI Components in accordance with those Appendices.

3.0 REPORTING REQUIREMENTS

3.1 The Service Manager agrees to comply with the reporting requirements set out in those Appendices relevant to the OPHI Components in which the Service Manager participates.

APPENDIX D-1

Rental Housing Component

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;

- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. 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;
- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the Rental Housing Component described in the Program Guidelines;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board or a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Rental Housing Component”** means the Rental Housing Component described in the Program Guidelines;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-1A - Proponent’s Initial Occupancy Report;

Sub-Appendix D-1B - Proponent's Annual Occupancy Report;
Sub-Appendix D-1C - Rental Protocol;
Sub-Appendix D-1D - Confirmation of Construction Start.

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

2. REQUIREMENTS FOR PARTICIPATING IN THE RENTAL HOUSING COMPONENT

- 2.1 Prior to the Service Manager participating in the Rental Housing Component:
 - (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
 - (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.
- 3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's planning allocation.

- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.
- 3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

- 4.1 In respect of all Projects:
 - (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement; and
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;

- (b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:
 - (i) the Proponent is in compliance with the Contribution Agreement;
 - (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
 - (iii) the Proponent has complied with the requirements of the Program;
- 4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.
- 4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.
- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.

- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix D-1D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.
- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
 - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;
- the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.
- 5.9 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister by

October 15, January 15, March 15 and May 31 of each year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.

- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Appendix as Sub-Appendix D-1A and submit it to the Minister.
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix D-1B and submit it to the Minister.
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
 - (a) a request by a Proponent to transfer responsibility for a Project to another entity;
 - (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
 - (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
 - (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
 - (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
 - (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent

debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;

- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The Rental Housing Component is available from the date of this Agreement until March 31, 2025.
- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix D-1C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.
- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.
- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX D-1A

PROPONENT'S INITIAL OCCUPANCY REPORT
OPHI - Rental Housing Component

A. Project Information

| | |
|------------------------------------|--|
| Reference No. | |
| Project Name | |
| Project Address | |
| Proponent Name | |
| Occupancy Date | |
| Contribution Agreement Expiry Date | |

B. Unit Details

| Target Client | Unit Type | Household Type | OPHI Units (A) | # of RS | # of SS | Non-OPHI Units (B) | Total Units (A+B) |
|---------------|------------------|----------------|----------------|---------|---------|--------------------|-------------------|
| | Bachelor | | | | | | |
| | 1 BR | | | | | | |
| | 2 BR | | | | | | |
| | 3 BR | | | | | | |
| | Others (specify) | | | | | | |
| | Total | | | | | | |

RS: Rent Supplements

SS: SIF – Support Services

C. Depth of Affordability: Rents at Occupancy

| Unit Type | Unit Size | Number of Units (A) | Actual Rent to be charged per month (B) | CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C) | Actual Project Rents by Unit Type (D)=(A)X(B) | Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C) |
|-----------|-----------|---------------------|---|--|---|--|
| Bachelor | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |

| | | | | | |
|------------------|--|--|--|--|--|
| 3 BR | | | | | |
| Others (specify) | | | | | |
| TOTAL | | | | | |

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

| | | |
|-------------------------------|--|---|
| Weighted Average Rents | Project Weighted Average Rent Total of (D)÷Total of (A) = | CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) = |
| Depth of Affordability | (Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 = | |

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX D-1B

PROPONENT'S ANNUAL OCCUPANCY REPORT

OPHI Rental Housing Component
For the Year Ended December 31, 20XX

A. Project Information

| | |
|------------------------------------|--|
| Reference No. | |
| Project Name | |
| Project Address | |
| Proponent Name | |
| Occupancy Date | |
| Contribution Agreement Expiry Date | |

B. Unit Details

| Target Client | Unit Type | Household Type | OPHI Units (A) | # of RS | # of SS | Non-OPHI Units (B) | Total Units (A+B) |
|---------------|------------------|----------------|----------------|---------|---------|--------------------|-------------------|
| | Bachelor | | | | | | |
| | 1 BR | | | | | | |
| | 2 BR | | | | | | |
| | 3 BR | | | | | | |
| | Others (specify) | | | | | | |
| | Total | | | | | | |

Notes:

RS: Rent Supplements

SS: Support Services

C. Actual Rents at Year End

| Unit Type | OPHI Funded Units | Previous Year 20XX | | Current Year 20XX | | | Rationale (If D>B) |
|-----------------|-------------------|------------------------------------|---|------------------------------------|-----------------------------|---------------------------|--------------------|
| | | Actual Rent per Unit per Month (A) | RTA Permitted Increase per Unit per Month X % (specify) (B) | Actual Rent per Unit per Month (C) | Rent Increase (D) = (C)-(A) | (E) CMHC or Alternate AMR | |
| Bachelor | | | | | | | |
| 1 BR | | | | | | | |
| 2 BR | | | | | | | |
| 3 BR | | | | | | | |
| 4 BR | | | | | | | |
| Other (specify) | | | | | | | |
| TOTAL | | | | | | | |

D. Depth of Affordability: Rents during year of reporting

| Unit Type | Unit Size | Number of Units (A) | Actual Rent to be charged per month (B) | CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C) | Actual Project Rents by Unit Type (D)=(A)X(B) | Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C) |
|------------------|-----------|---------------------|---|--|---|--|
| Bachelor | | | | | | |
| 1 BR | | | | | | |
| 2 BR | | | | | | |
| 3 BR | | | | | | |
| Others (specify) | | | | | | |
| TOTAL | | | | | | |

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

| | | |
|-------------------------------|--|---|
| Weighted Average Rents | Project Weighted Average Rent Total of (D)÷Total of (A) = | CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) = |
| Depth of Affordability | (Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 = | |

Note: Depth of Affordability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX D-1C

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix D-1C, unless the context requires otherwise,

- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix D-1C is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
- **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix D-1C, 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 Sub-Appendix D-1C, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

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 Sub-Appendix D-1C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix D-1C.

3. RENTS

3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent may impact Project viability, Service Managers may request alternate average market rent values by submitting a business case to the Minister as set out in the Program Guidelines.

3.4 If rent supplements are used for OPHI funded Rental Housing Units, the Service Manager shall ensure that the total rent received by a Proponent,

including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for OPHI funded Rental Housing Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 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 (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 Subject to section 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 and agrees that, regardless of whether the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix A-4.
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.

- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix D-1C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX D-1D

CONFIRMATION OF CONSTRUCTION START

OPHI- Rental Housing Component

This is to confirm that the _____ project in the
_____ [SM name] commenced construction on
_____ [date].

The start of construction for this project is within one hundred twenty (120)
days of the date of the project's Contribution Agreement, which was
signed on _____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

APPENDIX D-2

Homeownership Component

INTERPRETATION

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

- **“Affordable Housing”** means Housing that is:
 - (i) affordable to one-person households with an income at or below the sixtieth (60th) percentile of income for the Service Manager’s area or Ontario, whichever is lower, and to households with more than one person with a household income at or below the seventieth (70th) percentile of income for the Service Manager’s area or Ontario, whichever is lower, and
 - (ii) below the average resale price for the Service Manager’s area;
- **“Affordability Period”**, with respect to each Eligible Purchaser that receives an OPHI Loan, means the minimum twenty (20) year period commencing on the date of the OPHI Loan advance to such Eligible Purchaser;
- **“APS”** has the meaning given to it in Section 5.1;
- **“APS Funding”** has the meaning given to it in Section 5.1;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager and an approved Proponent for contributions under the Program;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Eligible Purchaser”** means a Purchaser that satisfies the Purchaser Eligibility Criteria;
- **“Eligible Unit”** means a Unit that meets the Unit Eligibility Criteria;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;

- **“Homeownership Component”** means the Homeownership Component described in the Program Guidelines;
- **“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;
- **“OPHI Loan”** has the meaning given to it in Section 6.1;
- **“OPHI Mortgage”** has the meaning given to it in Section 7.1;
- **“Permitted Encumbrances”** means (i) a mortgage securing primary financing solely for the acquisition of the relevant Eligible Unit, (ii) a declaration and description under the *Condominium Act* where the Eligible Unit is a condominium, (iii) any minor easements for the supply of domestic utility or telephone services to the Eligible Unit or adjacent properties, (iv) any minor easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property as a residential dwelling; (v) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land provided such have been complied with;
- **“Project Information Form”** means the form or format submitted by the Service Manager to the Minister for consideration of a Project;
- **“Program”** means the Homeownership Component as set out in the Program Guidelines;
- **“Project”** means Affordable Housing proposed by a Proponent under the Program;
- **“Proponent”** means a non-profit home ownership developer that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Purchaser”** means a person that has entered into an agreement of purchase and sale for the purchase of an Eligible Unit;
- **“Purchaser Eligibility Criteria”** means the criteria set out in Sub-Appendix D-2A;

- **“Revolving Loan Fund”** means a fund established by the Service Manager, or a third party subcontractor as permitted under section 13.2, in a segregated bank account for the purpose of providing moderate and low-income individuals and households with down payment assistance to purchase Affordable Housing on the same terms and conditions as are set out in Sections 6 and 7 of this Schedule but at such level of assistance as is determined by the Service Manager, or for such other purposes as permitted by the Program Guidelines;
- **“Unit”** means a self-contained residential dwelling;
- **“Unit Eligibility Criteria”** means the criteria set out in Sub-Appendix D-2B.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-2A – Purchaser Eligibility Criteria;
 Sub-Appendix D-2B – Unit Eligibility Criteria;
 Sub-Appendix D-2C – Homeownership Annual Report;
 Sub-Appendix D-2D – Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

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

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROGRAM GUIDELINES

2.1 The Service Manager agrees to administer the Homeownership Component in accordance with the Program Guidelines.

3. NON-PROFIT HOMEOWNERSHIP PROJECT SELECTION AND ADMINISTRATION

3.1 The Service Manager shall evaluate each Project in accordance with the requirements of the Program Guidelines.

3.2 The Service Manager shall submit to the Minister Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager’s Funding allocation.

- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 3.6 A Contribution Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 3.7 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.
- 3.9 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 3.10 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 3.11 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix D-2D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 3.12 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 3.13 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:

- (i) a request by a Proponent to transfer responsibility for a Project to another entity;
- (ii) any failure by the Proponent to carry out all the Development Activities required or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
- (iii) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
- (iv) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
- (v) any breach by the Proponent of its Contribution Agreement with the Service Manager;
- (vi) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (vii) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (viii) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

4. PROVISION OF FUNDS BY THE MINISTER FOR NON-PROFIT HOMEOWNERSHIP PROPONENTS

4.1 In respect of all Projects:

- (a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:
 - (i) the Service Manager and the Proponent have signed a Contribution Agreement;
 - (ii) the Proponent is in compliance with the Contribution Agreement;
 - (iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule.

(b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:

- (i) the Proponent is in compliance with the Contribution Agreement;
- (ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and
- (iii) the Proponent has complied with the requirements of the Program.

4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.

4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.

4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.

4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

4.6 In no event shall the Funding for a Project exceed the greater of \$50,000 per Eligible Unit or 10% of the purchase price of each Eligible Unit.

5. PROVISION OF FUNDS BY THE MINISTER FOR ELIGIBLE PURCHASERS

5.1 Subject to Sections 5.3, 5.4, and 5.7, upon receipt by the Minister from the Service Manager of a copy of the first page and the signature page of a fully executed agreement of purchase and sale (an “**APS**”), for the purchase of an Eligible Unit by an Eligible Purchaser, together with a completed Project Information Form, the Minister will transfer to the Service Manager in trust, within fifteen (15) business days or within fifteen (15) days of the closing date of the Eligible Unit, whichever is later, the amount of funding that is requested by the Service Manager for use as down payment assistance for the Eligible Purchaser (the “**APS Funding**”).

5.2 The transfer of all APS Funding will be made by electronic funds transfer.

5.3 In no event shall the APS Funding received by the Service Manager and advanced by the Service Manager to an Eligible Purchaser for an Eligible Unit exceed ten per cent (10%) of the purchase price of the Eligible Unit.

- 5.4 In no event may any APS be submitted for funding under this Appendix after March 31, 2025 or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.5 The Service Manager shall use the APS Funding transferred to it by the Minister in respect of an Eligible Unit solely (i) for the purpose of providing an OPHI Loan to an Eligible Purchaser of the Eligible Unit in accordance with this Appendix, or (ii) as the Minister may in writing direct.
- 5.6 All interest that accrues on APS Funding while held by the Service Manager may be used by the Service Manager for the purpose of administering and delivering Affordable Housing.
- 5.7 In no event shall funding under this Appendix be advanced to the Service Manager after March 31, 2029.
- 5.8 For greater certainty, should the Minister in his or her sole discretion believe at any point in time that the Service Manager is not likely to comply with Section 5.3, the Minister may refuse to provide funding under Section 5.1.

6. PROVISION OF OPHI LOANS BY SERVICE MANAGER

- 6.1 Subject to Section 6.4, on the closing of the purchase of an Eligible Unit in respect of which APS Funding was transferred to the Service Manager, the Service Manager shall loan such transferred APS Funding to the relevant Eligible Purchaser for the sole purpose of financing the acquisition of the Eligible Unit (a “**OPHI Loan**”).
- 6.2 The following terms shall be set out in the loan agreement between the Service Manager and the Eligible Purchaser with respect to each OPHI Loan:
 - (a) Each OPHI Loan shall be for a term equal to the Affordability Period and shall not bear interest other than as contemplated below;
 - (b) On the twentieth (20th) anniversary date of the date of the OPHI Loan advance, provided the debtor is not in default under the terms of the loan, the principal under the OPHI Loan shall automatically be forgiven;
 - (c) Upon an event of default under the OPHI Loan, including the insolvency or bankruptcy of the debtor, a writ of execution against the debtor is or becomes binding against the Eligible Unit, the death of the debtor, a lease of the Eligible Unit, the debtor ceasing to occupy the Eligible Unit as the debtor’s sole and principal residence, a misrepresentation by the debtor relating to his or her eligibility, or the use of the proceeds of the OPHI Loan for a purpose other than the acquisition of the Eligible Unit, the principal shall be repayable;

- (d) If, during the period in which the OPHI Loan is outstanding, the Eligible Unit is resold for more than the price at which it was acquired by the debtor, the principal shall be repayable. In addition, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to the differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager, based on (i) the price at which the Eligible Unit was resold, if such transaction was an arm's length transaction or (ii) an independent appraisal commissioned by the Service Manager, if such transaction was not an arm's length transaction;
- (e) If, during the period in which the OPHI Loan is outstanding, the Eligible Unit is resold for less than the price at which it was acquired by the debtor and the sale of the Eligible Unit was an arm's length transaction, the difference between the OPHI Loan amount and the depreciated amount shall be repayable. If the depreciated amount is greater than the OPHI Loan amount, the principal shall be forgiven;
- (f) If, during the period in which the OPHI Loan is outstanding, the Eligible Unit is resold for less than the price at which it was acquired by the debtor and the sale of the Eligible Unit was not an arm's length transaction, the principal shall be repayable. In addition, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to any positive differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager based on an independent appraisal commissioned by the Service Manager;
- (g) If, during the period in which the OPHI Loan is outstanding, the debtor leases the Eligible Unit, ceases to occupy the Eligible Unit as the debtor's sole and principal residence, a writ of execution against the debtor is or becomes binding against the Eligible Unit, the debtor becomes bankrupt or insolvent, the debtor misrepresents his or her eligibility, or the debtor uses the proceeds of the OPHI Loan for a purpose other than the acquisition of the Eligible Unit, the debtor shall pay to the Service Manager an amount that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to any positive differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager based on an independent appraisal commissioned by the Service Manager;
- (h) The debtor may repay all of the OPHI Loan upon payment of an amount

that is equal to the percentage that the OPHI Loan is of the original purchase price of the Eligible Unit as applied to any positive differential between the current fair market value of the Eligible Unit and the original purchase price of the Eligible Unit. The fair market value of the Eligible Unit shall be determined by the Service Manager based on an independent appraisal commissioned by the Service Manager. The debtor shall not be permitted to prepay only part of the OPHI Loan;

- (i) Notwithstanding anything to the contrary contained in the OPHI Loan agreement, amounts payable under the OPHI Loan agreement with respect to capital appreciation shall be considered to be accrued interest for the purposes of section 18 of the *Mortgages Act* and section 10 of the *Interest Act*, or any successor provisions, and shall not exceed the maximum amount of interest that does not violate applicable laws;
- (j) The debtor shall be responsible for any processing charges associated with the discharge of an OPHI Mortgage;
- (k) Notwithstanding 6.2 (a) and (b), the Service Manager may set an Affordability Period greater than twenty (20) years, at the Service Manager's discretion.

6.3 If the Service Manager's contribution with respect to an Eligible Unit is equal to or greater than the amount of the Federal Funds provided by the Minister to the Service Manager in respect of the Eligible Unit, the Service Manager may require the debtor to provide it with a right of first refusal to acquire the Eligible Unit in the event that the owner of the Eligible Unit receives a bona fide offer to purchase the Eligible Unit from a third party. Any such right to acquire shall be for the fair market value of the Eligible Unit. Fair market value shall be determined by an independent appraisal commissioned by the Service Manager.

6.4 The provision of each OPHI Loan shall be subject to the conditions precedent that:

- (a) title to the relevant Eligible Unit is encumbered by no registered restrictions, charges, liens and encumbrances other than Permitted Encumbrances;
- (b) the relevant Eligible Purchaser has entered into a loan agreement with the Service Manager and provided the Service Manager with the registered mortgage documents contemplated by Section 7.1; and
- (c) each representation, statement, declaration and all information provided to the Service Manager by the Eligible Purchaser regarding his or her eligibility and the eligibility of the relevant Unit is true and accurate as at the time it was given or made.

If any of these conditions precedent have not been fulfilled on the date the OPHI Loan is to be advanced, the Service Manager shall not make the OPHI Loan.

- 6.5 Before the Service Manager advances the proceeds of an OPHI Loan, the Service Manager shall have a title search conducted against the relevant Eligible Unit and obtain a legal opinion as to whether all conditions precedent to the advance of the OPHI Loan have been satisfied.
- 6.6 The Service Manager shall ensure that each Unit in respect of which an OPHI Loan is made is an Eligible Unit, and that each Purchaser to whom an OPHI Loan is made is an Eligible Purchaser at the time the Service Manager enters into the loan agreement with the Purchaser.

7. SECURITY FOR OPHI LOANS

- 7.1 Each OPHI Loan shall be secured by a mortgage registered against title to the relevant Eligible Unit. Prior to the advance of the OPHI Loan by the Service Manager, the Eligible Purchaser will be required to provide the Service Manager with an executed registerable mortgage document in a form acceptable to the Service Manager and the Minister (an “**OPHI Mortgage**”). Each OPHI Mortgage shall incorporate the terms of the OPHI Loan as stated in Section 6.2, shall include a clause that provides that all monies that the Service Manager spends in recovering mortgage monies shall be added to the amount secured, and shall be registered against title to the relevant Eligible Unit immediately after registration of any mortgage securing the primary financing for the acquisition of the Eligible Unit.
- 7.2 The Service Manager shall, at its own expense, use commercially reasonable efforts to recover all monies owing to it under each OPHI Mortgage. The Service Manager shall co-operate with the Minister with respect to pursuing the remedies available to the Service Manager under OPHI Mortgages.

8. REVOLVING LOAN FUND

- 8.1 If the Service Manager has not already established a Revolving Loan Fund, the Service Manager agrees to do so and maintain the Revolving Loan Fund for the period of twenty (20) years from the date of this Agreement. All monies received by the Service Manager as a result of (i) a resale of an Eligible Unit prior to the end of the term of the OPHI Loan, (ii) a default under the OPHI Loan or OPHI Mortgage, or (iii) the repayment of the principal of an OPHI Loan prior to the end of its term, shall be transferred to the Revolving Loan Fund and used in accordance with the purposes of the Revolving Loan Fund.
- 8.2 All interest accrued on amounts held in the Revolving Loan Fund shall be used by the Service Manager for the purposes of administering and delivering Affordable Housing.

8.3 If the Service Manager establishes a Revolving Loan Fund in accordance with this Schedule, and the Service Manager wishes to terminate the Revolving Loan Fund after the fifteenth (15th) annual anniversary of the date of the Agreement, the Service Manager shall submit to the Minister a plan pertaining to the phasing out of the Revolving Loan Fund. The Revolving Loan Fund shall be terminated only in accordance with a phase out plan that has been approved by the Minister. At the end of the phase out period, all amounts in the Revolving Loan Fund shall be paid to the Minister or, upon agreement by the Minister, allocated by the Service Manager to financing acquisitions of Affordable Housing.

9. REPORTING REQUIREMENTS

9.1 For the twenty (20) year period following the date of the Agreement or for the period in which any OPHI Loans are still outstanding, whichever is longer, the Service Manager shall, between April 1 and April 30 in each year, provide the Minister with the following:

- (a) a report in the form of Sub-Appendix D-2C confirming (i) how the Funding was used; (ii) any resale of an Eligible Unit funded pursuant to this Appendix; (iii) any default under an OPHI Loan or OPHI Mortgage; (iv) any repayment of an OPHI Loan prior to the end of its term; and (v) all contributions and withdrawals from the Revolving Loan Fund.
- (b) copies of any OPHI Loan agreements and OPHI Mortgages relating to loans referred to in the above report.

9.2 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.

9.3 Section 9.1 shall survive any termination of this Appendix.

10. MARKETING

10.1 Subject to section 9 of Schedule A of the Agreement, the Service Manager and/or Proponent shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

11. EDUCATION AND TRAINING

- 11.1 The Service Manager shall ensure that educational materials and/or training sessions are offered to all Eligible Purchasers of Eligible Units on the home buying experience, including financial guidance concerning the up-front and on-going costs of homeownership, and on the obligations and benefits of being a homeowner.

12. REMEDIES

- 12.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,
- (a) terminate this Appendix;
 - (b) demand repayment of any Funding in the possession or control of the Service Manager which has not been advanced to a Proponent or an Eligible Purchaser;
 - (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project or Eligible Unit in respect of which the breach occurred;
 - (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
 - (e) cancel all further payments of Funding; and/or
 - (f) suspend further payments of Funding for such period as the Minister may determine.

The Service Manager shall comply with a demand referred to in clause (d) and (e) irrespective of whether it has advanced any of the relevant amounts to a Proponent or an Eligible Purchaser.

13. GENERAL

- 13.1 The Homeownership Component is available from the date of this Agreement until March 31, 2025.
- 13.2 The Service Manager may engage a third party subcontractor to assist it in the performance of this Appendix. Such assistance shall be limited to but may include the provision of the OPHI Loans to Eligible Purchasers, the taking of OPHI Mortgages and the establishment and administration of the Revolving Loan Fund, in each case, by the third party subcontractor but otherwise in accordance with this Appendix. Notwithstanding any such arrangement, the Service Manager

shall remain in possession and control of all APS Funding until such funds are advanced to or on behalf of an Eligible Purchaser in connection with the purchase of an Eligible Unit, and shall remain directly responsible to the Minister under and for the performance of this Schedule. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Appendix. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.

- 13.3 The Service Manager may enter into an agreement with a private or non-profit developer pursuant to which (i) the developer agrees to make a certain number of Units in a development owned by the developer available to the public as Eligible Units and to market such Units as Units available under the Program, subject to the requirements of section 9 of Schedule A of the Agreement, and (ii) the Service Manager agrees to make OPHI Loans available to Eligible Purchasers of such Eligible Units.
- 13.4 The disbursement of Funding by the Minister to the Service Manager under Sections 4.1 and 5.1 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 13.5 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2029, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

14. ALTERNATIVE FORMS OF NON-PROFIT HOMEOWNERSHIP PROJECTS

- 14.1 The Service Manager may, in accordance with the Program Guidelines, submit a business case to the Minister for approval of a non-profit affordable homeownership Project which does not meet all of the requirements of this Appendix but which is consistent with the objectives of the Homeownership Component. The Minister may approve or reject any such Project at his or her sole discretion.
- 14.2 In respect of a Project approved under section 14.1, the Service Manager shall comply with the terms of the Minister's approval and with all applicable provisions of this Appendix except to the extent modified by the Minister's approval.

SUB-APPENDIX D-2A

PURCHASER ELIGIBILITY CRITERIA

Each person seeking to be approved as an Eligible Purchaser must meet each of the following criteria at the time he or she applies for such approval:

- (a) The individual must be at least eighteen (18) years old;
- (b) The individual must be a Canadian citizen or permanent resident of Canada;
- (c) The individual must be a renter or a first-time home buyer.

To qualify as a renter, the individual must be vacating a residential tenancy; can neither own nor have an ownership interest, other than a contingent interest, in a home anywhere in the world; and cannot be living in a spousal relationship with a person who owns or has an ownership interest, other than a contingent interest, in a home anywhere in the world.

To qualify as a first-time home buyer, the individual cannot have ever owned or had an ownership interest, other than a contingent interest, in a home anywhere in the world, at any time; and if the purchaser has a spouse, the spouse cannot have owned or had an ownership interest, other than a contingent interest, in a home, anywhere in the world, while he or she was the purchaser's spouse;

- (d) The individual must occupy the Eligible Unit as their principal residence within nine months of the date of transfer.
- (e) The individual must agree not to lease the Eligible Unit for the duration of the OPHI Mortgage;
- (f) Subject to clause (g) below, (i) if the individual lives in a one-person household, the individual's household income cannot exceed the sixtieth (60th) percentile of income for the Service Manager area, as provided by the Minister, or for Ontario, whichever is lower, and (ii) if the individual lives in a household of more than one person, the total income of all members of the individual's household cannot exceed the seventieth (70th) percentile of income for the Service Manager area, as provided by the Minister, or for Ontario, whichever is lower. For the purposes of this Agreement, the household of an individual shall be deemed to include and be limited to (i) the individual; (ii) any person with whom the individual is living in a spousal relationship; and (iii) any person over the age of eighteen (18) expected to be residing with the individual at the time of first occupancy of the Unit;

- (g) The income limits set out in clause (f) may be adjusted annually by the Minister based on census data indexed on the Consumer Price Index as published by Statistics Canada from time to time or for other reasons as the Minister may determine but, in any event, shall not exceed the sixtieth (60th) income percentile for all households in Ontario for one-person households or the seventieth (70th) income percentile for all households in Ontario for households with more than one person;
- (h) The individual's application for financial assistance must be supported by (i) two (2) pieces of original photo identification, (ii) an original notice of income tax assessment or other equally reliable evidence of income and (iii) a declaration that all information provided in the application is true and correct;
- (i) The individual agrees to secure his or her own primary financing for the purchase of the Eligible Unit;
- (j) Such other criteria as the Service Manager may establish.

SUB-APPENDIX D-2B

UNIT ELIGIBILITY CRITERIA

To be an Eligible Unit (within the meaning of this Appendix), a Unit must satisfy each of the following requirements:

- (a) It must be a Unit that either has not been previously occupied and to which the *Ontario New Home Warranties Plan Act* applies, including a Unit that has been converted from non-residential to residential use, or a Unit that is offered for resale, provided a home inspection is undertaken by a qualified inspector agreed to by the Purchaser and the Service Manager, at the Purchaser's expense. The results of the inspection must be wholly satisfactory to the Purchaser and the Service Manager;
- (b) The selling price of the Unit must be at or below the average resale price for the Service Manager area, as provided by the Minister;
- (c) The Unit may be detached, semi-detached, town (condominium and freehold), a duplex, a stacked home, a row house, an apartment or such other forms as may be approved by the Minister. The Unit must be modest in size, relative to community norms, in terms of floor area and amenities, as determined by the Service Manager;
- (d) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.

SUB-APPENDIX D-2C

OPHI HOMEOWNERSHIP ANNUAL REPORT

Report On Homeownership Loans Advanced by the Service Manager – Cumulative

| TPON Reference No. | Purchaser Name | Client Type ¹ | Target Group | Loan Amount | Mortgage Registration No. | Date Security Registered on Title | Closing Date | Project Status |
|--------------------|----------------|--------------------------|--------------|-------------|---------------------------|-----------------------------------|--------------|----------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTAL | | | | | | | | |

With respect to any sale of an Eligible Unit, cessation of occupancy by debtor or repayment of a Loan

| TPON Reference No. | Eligible Unit Address | Original Purchase Price | Resale / Fair Market Value | Loan Amount | Total Amount Repaid | Date Repayment Received | Date of Closing | Reason for Repayment |
|--------------------|-----------------------|-------------------------|----------------------------|-------------|---------------------|-------------------------|-----------------|----------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTAL | | | | | | | | |

With respect to withdrawals from the Revolving Loan Fund and redeployment of Revolving Loan Funds

| TPON Reference No | Purchaser Name | Client Type ¹ | Target Group | Eligible Unit Address | Type of Unit ² | Purchase Price | Loan Amount | Closing Date | Date Security Registered on Title |
|-------------------|----------------|--------------------------|--------------|-----------------------|---------------------------|----------------|-------------|--------------|-----------------------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTAL | | | | | | | | | |

Balance (\$) of the RLF as of Last Report [date]: _____

Balance (\$) of the RLF as of Current Report [date]: _____

| |
|---|
| <p>Legend for Reporting Requirements</p> <p>1. Client type - Family, Single</p> <p>2. Type of Unit - Single, Semi-detached, Condo town, Freehold town, Row house, Duplex, Condo, Other</p> |
|---|

Additional Comments:

[Insert any comments applicable to specific loans]

Certification:

I certify, to the best of my knowledge, that the information provided above is true and correct, and that the active projects listed above continue to be in compliance, unless noted in the Additional Comments section.

Name of Service Manager

Signature

Date

Print Name

Position

APPENDIX D-3

Ontario Renovates Component

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise, the following items have the meanings set out in this section:

- **“Affordable Housing”** means Housing which is modest in terms of floor area and amenities, based on household needs and community norms, in Projects that achieve market values or rent levels in accordance with the Program Guidelines, but does not include residential premises used as a nursing home or any other type of similar facility;
- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Development Activities”** means those activities which are normally undertaken for the repair, renovation or rehabilitation of buildings for residential purposes;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Agreement”** means an agreement entered into by the Service Manager and an approved Proponent for contributions for a Multi-Unit Rehabilitation project;
- **“Funding Schedule”** means the schedule of funding for the type of Project to be undertaken by a Proponent, as set out in the Funding Agreement or the Letter of Agreement;
- **“Home Repair Project”** means a Project which is the principal residence of a qualified eligible household that owns the Housing, to which health and safety upgrades including major repairs, rehabilitation or accessibility modifications are made, and where a house is overcrowded, includes additions to the Housing, as set out in the Program Guidelines;
- **“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;

- **“Letter of Agreement”** means an agreement that may be in the form of a letter signed by the Service Manager and Proponent that is approved for contributions for a Home Repair Project;
- **“Mortgage”** means a forgivable mortgage in favour of the Service Manager that is required to be taken out where the costs of the labour and materials used in the construction, repair, or rehabilitation of the Project are over \$25,000. The mortgage may, at the discretion of the Service Manager, be taken out where such costs are under \$25,000. The mortgage must be in a form satisfactory to the Service Manager and the Minister. The principal of the mortgage will be equal to the Funding provided for labour and materials and other costs approved by the Minister, including but not limited to building permit fees, inspection fees, appraisal fees, drawings and specification fees and applicable taxes. An amount of up to \$5,000 in accessibility repairs shall be in the form of a contribution that does not require an affordability period and shall not be included in the principal amount of the mortgage;
- **“Multi-Unit Rehabilitation Project”** means a Project that is not a Home Repair Project that is operated in accordance with the Program Guidelines and eligible for repairs or renovations in accordance with Program Guidelines;
- **“Occupancy Date”** means the date on which the Development Activities have been completed;
- **“Ontario Renovates Component”** means the Ontario Renovates Component described in the Program Guidelines;
- **“Procurement Process”** means the request for proposals or procurement process used by the Service Manager;
- **“Program”** means the Ontario Renovates Component described in the Program Guidelines;
- **“Project Information Form”** means the form or format submitted by the Service Manager to the Minister as evidence of Funding take-up;
- **“Promissory Note”** means the forgivable promissory note signed by the Proponent in favour of the Service Manager where the costs of the labour and materials used for the construction, repair or the rehabilitation of the Project is \$25,000 or less and where no Mortgage has been taken out. The amount of the Promissory Note will be equal to the Funding provided

for labour and materials and other costs approved by the Minister, including but not limited to building permit fees, inspection fees, appraisal fees, drawings and specification fees and applicable taxes. An amount of up to \$5,000 in accessibility repairs shall be in the form of a contribution that does not require an affordability period and shall not be included in the principal amount of the promissory note;

- **“Proponent”** means a person or other legal entity that has submitted a Proposal, including but not limited to homeowners and landlords;
- **“Proposal”** means the response to the request for proposals or procurement process, submitted to the Service Manager pursuant to the Procurement Process;
- **“Secondary Suite”** means a self-contained unit within an existing home or on the property lot of a single family home, as set out in the Program Guidelines;
- **“Security Documents”** means a Mortgage or Promissory Note, as the context may require;
- **“Shelter Bed Unit”** means a unit or bed in a shelter;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) multi-bedroom units which are used for congregate living; (ii) disabled/accessible units; (iii) Secondary Suites and (iv) Shelter Bed Units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-3A – Proponent’s Post-Repair Occupancy Report;
Sub-Appendix D-3B – Proponent’s Annual Occupancy Report;
Sub-Appendix D-3C – Service Manager’s Annual Report - Affordability Period;
Sub-Appendix D-3D – Service Manager’s Annual Report - Repayment;
Sub-Appendix D-3E – Service Manager’s Annual Report - Projects Funded From Repayments;
Sub-Appendix D-3F – Rental Protocol.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

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

- 1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PAYMENTS BY THE MINISTER

- 2.1 The Minister shall transfer funds electronically to the Service Manager in May or June, July, November, and February of each Fiscal Year based on their approved Investment Plan and actual Funding take-up.

3. PROJECT APPROVAL

- 3.1 Once an eligible Project has been approved by the Service Manager, a completed Project Information Form, along with the appropriate Security Documents and Funding Agreement or Letter of Agreement, whichever is required, must be submitted in TPON to confirm Program take-up.
- 3.2 The Service Manager is responsible for Project selection and approval, monitoring progress and completion of Projects, quality of work and for the advancement of funds. The Service Manager must ensure the status of each Project is updated in TPON. In the event details of each Project are not updated as required, payments to the Service Manager may be reduced.
- 3.3 The Minister will monitor the progress of the Service Manager under the Program on TPON throughout the year. In particular, the Minister will review progress by December 15 of each fiscal year. The Minister may reallocate Funding in the event a Service Manager has not demonstrated take-up of ninety per cent (90%) or more of their yearly Program allocation by December 15.

4. ADMINISTRATION

- 4.1 In conjunction with the approval of each Project, the Service Manager shall arrange for an appropriate form of Funding Agreement or Letter of Agreement to be executed, and shall register appropriate Security Documents, prior to forwarding Funding to the Proponent.
- 4.2 A Funding Agreement or Letter of Agreement under this Appendix cannot be signed after March 31, 2025, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 4.3 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Funding Agreement or Letter of Agreement. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project.
- 4.4 The Service Manager shall monitor all Projects which have received a funding allocation to determine whether the Proponents carry out all Development Activities required in the Procurement Process or proposed in or intended by the

Proposal and whether they are carrying out such Development Activities in such manner and by the end of the Fiscal Year subsequent to the date of the Project Funding Agreement or Letter of Agreement or such additional time as may be determined by the Minister in the event of extenuating circumstances.

- 4.5 If requested by the Minister, the Service Manager shall obtain from the Proponent and shall forward to the Minister, a financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or that the Development Activities related to the Project have been fully completed.
- 4.6 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister by October 15, January 15, March 15 and May 31 of each year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 4.7 During the period between the date of execution of this Agreement and the Occupancy Date of all of the Projects, the Minister and the Service Manager shall collaboratively review annually during the month of April the progress of utilization of the Funding by the Proponents at their respective Projects on the basis of the reports submitted pursuant to Sub-Appendices D-3C, D-3D and D-3E.
- 4.8 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, and that in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 4.7, 4.10 and 4.11, and on the collaborative review of these materials pursuant to section 4.7.
- 4.9 The Service Manager shall provide the Minister with actual Project costs and proof that the Development Activities have been completed. The Minister reserves the right to reduce a future payment if such information has not been provided.
- 4.10 Upon initial occupancy of a Multi-Unit Rehabilitation Project, the Service Manager shall obtain from each Proponent the Proponent's Post-Repair Occupancy Report in the form attached to this Agreement as Sub-Appendix D-3A, and submit it to the Minister.
- 4.11 During the period between the Occupancy Date of each Project and the end of the Affordability Period, the Service Manager shall:
 - (a) obtain annually from each Proponent for all Multi-Unit Rehabilitation Projects, a completed information report, in the form attached to this Agreement as Sub-Appendix D-3B, and submit to the Minister for the first

three (3) years following completion of the Project and thereafter submit to the Minister upon the request of the Minister; and

- (b) complete and submit to the Minister, on or before April 30th subsequent to each reporting fiscal year, a report on all of the said funded Projects, in the forms attached to this Agreement as Sub-Appendices D-3C, D-3D and D-3E.

4.12 The Service Manager shall comply with the provisions of the *Construction Act*.

4.13 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:

- (a) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
- (b) if the Development Activities have not been completed by the end of the Fiscal Year subsequent to the date of the Project Funding Agreement or Letter of Agreement;
- (c) any breach by the Proponent of its Letter of Agreement or Funding Agreement, as applicable, with the Service Manager;
- (d) the Proponent becoming bankrupt or insolvent or taking the benefit of any Act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (e) the death of the Proponent in respect of Home Repair Projects;
- (f) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (g) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

4.14 The Service Manager shall, on forty-eight (48) hours prior written notice, give the Minister free access to such staff, documents, books, records and accounts as may be determined by the Minister, for the purpose of verifying compliance with this Agreement.

4.15 The Minister may conduct an audit, investigation or inquiry in relation to a Project or any larger development or project of which any Project is a part and the

Service Manager shall co-operate with the Minister and shall provide free access to such staff, documents, books, records and accounts as may be determined by the Minister.

- 4.16 The provisions of sections 4.14 and 4.15 shall continue to apply for a period of seven (7) years following the end of the Affordability Periods for all of the Projects or the date of any early termination of this Agreement.
- 4.17 The Service Manager shall enter into a Funding Agreement or Letter of Agreement with the Proponent in relation to each Project which requires the Proponent to comply with the requirements of the Program and imposes on the Proponent such obligations as enable the Service Manager to fulfill its obligations to report to the Minister.
- 4.18 The Service Manager represents that it has not knowingly provided the Minister with any false or misleading information respecting the subject matter of this Agreement and agrees that it shall not knowingly provide any false or misleading information to the Minister in the performance of its obligations under this Agreement.
- 4.19 The maximum Funding for a Unit shall not exceed \$50,000, except as otherwise provided in the Guidelines.
- 4.20 The Service Manager shall enforce the terms of all Promissory Notes and Mortgages which it receives. If the Service Manager receives repayment of any monies pursuant to any Promissory Notes or Mortgages, it shall use such Funding for carrying out Development Activities under this Agreement within the geographical limits of this Agreement. The Service Manager shall report to the Minister on or before each April 30th, until the expiry of all Promissory Notes and Mortgages, details respecting all sums that became due under the Promissory Notes and Mortgages and the amounts recovered and expended, together with a description of the work, and its location, carried out with such recovered Funding in the forms attached as Sub-Appendices D-3C, D-3D and D-3E. If the Service Manager does not comply with the requirements of this section within a reasonable period, all monies which it has recovered and not spent under this section shall become due and payable to the Minister to the extent that such monies originally constituted Funding.
- 4.21 The Promissory Note or Mortgage shall be forgiven in accordance with the Program Guidelines.
- 4.22 The Service Manager may enter into an arrangement with a delivery agent to perform all or some of its duties and obligations under this Agreement. However, under any such arrangement, Promissory Notes or Mortgages shall be taken out in favour of the Service Manager and not the delivery agent. The delivery agent will ensure that the Development Activities are completed either directly or through a contractor, who will enter into a contract with the owner.

Notwithstanding such arrangements, the Service Manager remains directly responsible and the Minister will relate to and look to the Service Manager alone in regard to the duties and obligations under this Agreement. The Service Manager shall also ensure that any delivery agent is bound by the same terms and conditions relating to the arrangement as are set out in this Agreement.

5. REMEDIES

5.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager:

- (a) terminate this Appendix;
- (b) demand immediate repayment of all or any portion of the Administration Fees paid by the Minister to the Service Manager;
- (c) demand immediate repayment of all or part of any Funding in the possession or control of the Service Manager that has not been used for a Project;
- (d) demand immediate repayment of all or any part of the monies paid by the Minister to the Service Manager under this Appendix;
- (e) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Project in respect of which the breach occurred;
- (f) cancel all further payments of Funding; and/or
- (g) suspend further payments of Funding for such period as the Minister may determine appropriate.

The Service Manager shall comply with a demand referred to in clause (d) and/or (e), irrespective of whether it has used any of the relevant amounts for a Project.

6. GENERAL

6.1 The Ontario Renovates Component is available from the date the Service Manager Administration Agreement is executed, until March 31, 2025.

6.2 The Service Manager acknowledges and agrees that the Rental Protocol set out in Appendix D-3F applies to all Multi-Unit Rehabilitation Projects by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol may not apply to Multi-Unit Rehabilitation Projects under the *Residential Tenancies Act, 2006*, and shall ensure that the Proponent agrees in writing that Appendix D-3F applies to its Multi-Unit Rehabilitation Project.

6.3 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.

SUB-APPENDIX D-3A
OPHI - ONTARIO RENOVATES COMPONENT
PROPONENT'S POST-REPAIR OCCUPANCY REPORT

| Unit Type | Total Funded Units | Actual Rent to be Charged per Month | CMHC Average Market Rent (AMR) |
|-----------|--------------------|-------------------------------------|--------------------------------|
| Bachelor | | | |
| 1 Bedroom | | | |
| 2 Bedroom | | | |
| 3 Bedroom | | | |
| 4 Bedroom | | | |
| Other | | | |

Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct. I hereby authorize the _____ **[Insert SM]** to review the rent roll from appropriate source(s) if deemed necessary.

Signature

Date

Print Name

Position

**SUB-APPENDIX D-3B
OPHI - ONTARIO RENOVATES COMPONENT
PROPONENT'S ANNUAL OCCUPANCY REPORT**

| Unit Type | Total Funded Units | Previous Year (20xx) | | Current Year (20xx) | | |
|-----------|--------------------|--------------------------------|---------------------------------|--------------------------------|----------------------|--------------------------|
| | | Actual Rent per Unit per Month | RTA Permitted Increase per Unit | Actual Rent per Unit per Month | Actual Rent Increase | CMHC Average Market Rent |
| 1 Bedroom | | | | | | |
| 2 Bedroom | | | | | | |
| 3 Bedroom | | | | | | |
| 4 Bedroom | | | | | | |
| Other | | | | | | |

Project Certification

I certify, to the best of my knowledge, that the information provided above is true and correct. I authorize the _____ **[Insert SM]** to review the rent roll from appropriate source(s) if deemed necessary.

Signature

Date

Print Name

Position

SUB-APPENDIX D-3F

RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Sub-Appendix D-3F, unless the context requires otherwise,

- **“Affordability Period”** means the minimum “fifteen (15) year period” following the date of the first (1st) occupancy of a Unit in the Project;
- **“Agreement”** means the Agreement to which this Sub-Appendix D-3F is attached;
- **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey.

when used in this Sub-Appendix D-3F, 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 Sub-Appendix D-3F, in addition to the definitions contained in section 1.1 above.

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

2. AFFORDABLE RENT

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 Sub-Appendix D-3F nor increase any rent charged for a Unit except as permitted in this Sub-Appendix D-3F.

3. RENTS

3.1 The rent of all Units in a Project for which Program Funding has been utilized shall not exceed CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey.

- 3.2 The Service Manager shall ensure that the total rent payments to a Proponent, including rent paid by the tenant and any Rent Supplement paid by the Service Manager or other party, shall not exceed one hundred per cent (100%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey
- 3.3 In areas where there is no or insufficient information from the CMHC Average Market Rent Survey, or in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community, alternate market rents may be submitted by the Service Manager for review and approval by the Minister.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under sections 3.1, 3.2 and 3.3 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 (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 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 and agrees that regardless of whether the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix D-3F.

5. AFTER AFFORDABILITY PERIOD

- 5.1 After the end of the Affordability Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

APPENDIX D-4

Rental Assistance Component

1. INTERPRETATION

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

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Average Market Rents” (“AMRs”)** means, under the Rent Supplement Stream, the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey or as determined by the Minister, based on available data, in areas where there is no or insufficient information from the CMHC Average Market Rent Survey, or in areas where the CMHC Average Market Rent does not represent the average market rents of a particular community;
- **“Eligible Landlord”** means, under the Rent Supplement Stream, a Private Landlord, Non-Profit Landlord, or Cooperative Housing Landlord that owns the Eligible Unit to which the Rent Supplement is applied;
- **“Eligible Renter Household”** means a household that either is on or is eligible to be on a social housing waiting list; that does not own a home suitable for year-round occupancy; and that meets the criteria in the Program Guidelines and in Sub-Appendix D-4B;
- **“Eligible Unit”** means, under the Rent Supplement Stream, a self-contained residential dwelling or shared accommodation that meets the Unit Eligibility Criteria in the Program Guidelines and in Sub-Appendix D-4A;
- **“Household Eligibility Criteria”** means the criteria set out in Sub-Appendix D-4B;
- **“Household Income Limits” (“HILs”)** means the highest incomes that renter households can have and still remain eligible for the Program, based on geographical areas and classified by bedroom count, in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*;
- **“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;

- **“Housing Allowance”** is a monthly subsidy paid directly to an Eligible Renter Household. At the discretion of the Service Manager, and upon request from the Eligible Renter Household, the Housing Allowance may be paid to the Landlord on behalf of the Eligible Renter Household.
- **“Housing Allowance Application Form”** means an application form designed by the Service Manager or another delivery agent that meets the criteria described in Sub-Appendix D-4C, and that a Program applicant must submit to the Service Manager or another delivery agent to be considered for a Housing Allowance under the Program;
- **“Housing Allowance Direct Delivery Stream”** means the Housing Allowance Direct Delivery Stream described in the Program Guidelines as one (1) of the three (3) streams of the Rental Assistance Component;
- **“Housing Allowance Shared Delivery Stream”** means the Housing Allowance Shared Delivery Stream described in the Program Guidelines as one (1) of the three (3) streams of the Rental Assistance Component;
- **“Landlord”** means one of the following: Private Landlord; Non-Profit Landlord; or Cooperative Housing Landlord;
- **“Landlord Agreement”** means one of the following agreements: Private Landlord Agreement; Non-Profit Landlord Agreement; Cooperative Housing Landlord Agreement; and includes any other Agreement between the Service Manager and the Landlord that meets the Program Guidelines;
- **“Program”** means the Rental Assistance Component, as set out in the Program Guidelines;
- **“Rent Supplement”** is a subsidy paid to the Eligible Landlord on behalf of an Eligible Renter Household;
- **“Rent Supplement Stream”** means the Rent Supplement Stream described in the Program Guidelines as one (1) of the three (3) streams of the Rental Assistance Component;
- **“Rental Assistance Component”** means the Rental Assistance Component described in the Program Guidelines and consisting of three (3) streams: Rent Supplement Stream, Housing Allowance Direct Delivery Stream, and Housing Allowance Shared Delivery Stream;
- **“Unit Eligibility Criteria”** means, under the Rent Supplement Stream, the criteria set out in Sub-Appendix D-4A.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix D-4A - Unit Eligibility Criteria

Sub-Appendix D-4B - Household Eligibility Criteria

Sub-Appendix D-4C - Housing Allowance Application Process and Form

Sub-Appendix D-4D – Contribution Agreement

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

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

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROGRAM GUIDELINES

2.1 The Service Manager agrees to administer the Rental Assistance Component in accordance with the Agreement and the Program Guidelines.

3. PROVISION OF PROGRAM FUNDS BY THE MINISTER

3.1 Subject to sections 3.2, 3.4 and 3.7, upon review by the Minister of the Service Manager's Investment Plan, the Minister shall transfer to the Service Manager by electronic funds transfer, the amount of funding (the "Rent Supplement Stream Funding" and "Housing Allowance Direct Delivery Stream Funding") indicated in the Investment Plan.

3.2 The Service Manager shall update the Investment Plan on a quarterly basis as set out in section 5.1. Payment adjustments may be made based on discrepancies between the Service Manager's planned and actual spending.

3.3 In the case of the Housing Allowance Shared Delivery Stream, the Minister shall hold back from the Service Manager's annual allocation the amount of funding (the "Housing Allowance Shared Delivery Stream Funding") requested in the Service Manager's Investment Plan, to be used by the Minister of Finance for paying Eligible Renter Households.

3.4 The Minister shall transfer Rental Assistance Funding that is Rent Supplement and/or Housing Allowance Direct Delivery Funding to the Service Manager in May or June, July, November, and February of each Fiscal Year, provided the Service Manager has complied with the requirements of section 5.1.

3.5 The Service Manager shall use the Rental Assistance Funding transferred to it by the Minister solely for the purpose of providing a Rent Supplement to an Eligible

Landlord of the Eligible Unit and/or a Housing Allowance to an Eligible Renter Household, in accordance with this Appendix, or as the Minister may direct, in writing.

- 3.6 All interest that accrues on Rental Assistance Funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Affordable Housing.
- 3.7 For greater certainty, should the Minister, in his or her sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 3.5, the Minister may refuse to provide Funding under section 3.1 or section 3.2.

4. PROVISION OF PROGRAM FUNDS BY THE SERVICE MANAGER

- 4.1 The Service Manager shall not expend Funding under the Program for an Eligible Unit or any Eligible Unit substituted for another Eligible Unit and/or an Eligible Renter Household after March 31, 2025.
- 4.2 The Service Manager or its authorized agency shall enter into a Landlord Agreement with each Landlord, in respect of all commitments of Eligible Units made on or after the date this Agreement is executed by the Parties. In the case of the Housing Allowance streams, the Service Manager and/or its authorized delivery agent shall develop a client application process and use an Application Form that meets the criteria described in Sub-Appendix D-4C. The Service Manager or its authorized delivery agent shall provide a Housing Allowance in the amount determined by the Service Manager and indicated in the Investment Plan, to the Eligible Renter Household.
- 4.3 A Landlord Agreement shall not be entered into or continued respecting an Eligible Unit where a renter is related to the Landlord.
- 4.4 The Service Manager shall ensure that all Eligible Units that are subject to a Landlord Agreement are clean, fit for habitation, in satisfactory state of repair, meet applicable minimum health and safety standards and that the Landlord has confirmed that the Eligible Units are in compliance with applicable Building Code and Fire Code requirements.
- 4.5 The Service Manager shall determine the monthly Rent Supplement Funding to be paid to Eligible Landlords on behalf of each Eligible Renter Household.
- 4.6 The Service Manager shall establish rules to determine whether the Household's income is at or below the local Household Income Limits (HILs), in accordance with the annually updated HILs in Ontario Regulation 370/11, made under the *Housing Services Act, 2011*. The Service Manager shall put these rules in writing and make them available to the general public. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs.

4.7 The Service Manager shall conduct annual (or more frequent if required) income testing of Eligible Renter Households to ensure their continued eligibility for the Program.

5. REPORTING REQUIREMENTS

5.1 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister, by October 15, January 15, March 15 and May 31 of each year, with an updated Investment Plan, indicating the number of Landlord Agreements executed and Units occupied, the number of Eligible Renter Households assisted, target client groups assisted and Program funding expended.

5.2 The Service Manager shall provide documentation of Landlord Agreements and/or agreements with delivery agencies, and/or evidence of successful Housing Allowance Applications.

5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.

5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2025, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

6. MARKETING

- 6.1 Subject to section 10 of Schedule A, the Service Manager shall promote and advertise the Program in the Service Manager's area as the Service Manager deems appropriate.

7. REMEDIES

- 7.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,

- (a) terminate this Appendix;
- (b) demand repayment of any Rental Assistance Funding in the possession or control of the Service Manager which has not been advanced to an Eligible Landlord and/or an Eligible Renter Household;
- (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Eligible Unit in respect of which the breach occurred;
- (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
- (e) cancel all further payments of Rental Assistance Funding; and/or
- (f) suspend further payments of Rental Assistance Funding for such period as the Minister may determine.

- 7.2 The Service Manager shall comply with a demand referred to in clauses 7.1(c) and (d), irrespective of whether it has transferred any of the relevant amounts to an Eligible Landlord and/or an Eligible Renter Household.

- 7.3 All of the remedies available to the Minister under this Appendix, at equity and/or at law are cumulative and are not alternative and the Minister shall not be precluded from availing himself simultaneously of some or all of the said remedies.

- 7.4 Notwithstanding any of the terms of this Appendix, the Minister shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

8. GENERAL

- 8.1 The Program is available from the date of the Agreement until March 31, 2025.
- 8.2 The Service Manager may engage a third party subcontractor (delivery agency) to assist it in the performance of this Program. Such assistance shall be limited to but may include the provision of the Rent Supplements to Eligible Landlords and/or Housing Allowances to Eligible Renter Households, in each case, by the third party subcontractor but otherwise in accordance with this Appendix. Notwithstanding any such arrangement, the Service Manager shall remain in possession and control of all Rent Supplement Stream and/or Housing Allowance Direct Delivery Stream Funding until such funds are advanced to or on behalf of an Eligible Landlord in connection with the provision of Rent Supplements for an Eligible Unit and/or Housing Allowances to Eligible Renter Households, and shall remain directly responsible to the Minister under and for the performance of this Appendix. The Service Manager shall also ensure that any third party subcontractor is bound by the same terms and conditions relating to the assistance to be provided by it as are binding on the Service Manager under this Appendix. The procurement of any such third party subcontractor shall be done in accordance with the procurement policies of the Service Manager.
- 8.3 The Service Manager may enter into a Landlord Agreement with a Landlord pursuant to which (i) the Landlord agrees to rent a certain number of Eligible Units in a development owned by the Landlord available to the public as Eligible Units and to market such Eligible Units as Eligible Units available under the Program, subject to the requirements of section 10 of the Agreement, and (ii) the Service Manager agrees to make Rent Supplement Funding available to Eligible Households of such Eligible Units.
- 8.4 The disbursement of Rental Assistance Component Funding by the Minister to the Service Manager under section 3.1 and/or 3.2 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.
- 8.5 Subject to the existence of a Memorandum of Understanding between the Minister and the Minister of Finance, if the Service Manager wishes to deliver the Housing Allowance Shared Delivery Stream of the Operating Component, the Service Manager shall enter into a form of agreement with the Minister and the Minister of Finance as the Minister may require.
- 8.6 If the Service Manager enters into an agreement with the Minister to have the Minister provide it with administration and delivery services for the Housing Allowance Shared Delivery Stream and wishes to contribute its own dollars, the Service Manager shall enter into a Contribution Agreement with the Minister substantially in the form of Sub-Appendix D-4D, subject to such changes as the Minister and the Service Manager may agree.

SUB-APPENDIX D-4A

UNIT ELIGIBILITY CRITERIA

1. An Eligible Unit (within the meaning of this Appendix) must satisfy each of the following requirements:
 - (a) Be modest, that is not exceed Average Market Rent (AMR) for the area, as updated by the Minister annually;
 - (b) Meet local occupancy standards, included in program information available to the public;
 - (c) Such other requirements as are set out in the Program Guidelines and/or as the Service Manager may establish.
2. An Eligible Unit may be occupied by the applicant household. In-situ arrangements are permitted.
3. Only market units in social housing developments are eligible.
4. The following do not fit the definition of Eligible Unit:
 - (a) Hostel units, group homes, nursing and retirement homes;
 - (b) Non-market units in social housing developments.

SUB-APPENDIX D-4B

HOUSEHOLD ELIGIBILITY CRITERIA

1. Each household seeking to be approved as an Eligible Household must meet each of the following criteria at the time the primary applicant submits an application:
 - (a) The primary applicant must be at least sixteen (16) years old;
 - (b) Neither own a home, nor have an ownership interest in a home, other than a contingent interest;
 - (c) Not be living in a spousal relationship (including a same-sex spousal relationship) with a person who owns a home or who has an ownership interest in a home, other than a contingent interest;
 - (d) Have a household income that does not exceed the Household Income Limits (HILs) for the Service Manager area. If the Service Manager is of the opinion that HILs are too low and do not correlate with the CMHC market rents for its area, it can request in writing that the Minister make modifications to its HILs;
 - (e) Not be in receipt of any other housing allowance or rent supplement;
 - (f) Each household member must be a resident of Ontario with status in Canada
2. The Service Manager shall define “household income”.
3. The Service Manager may establish such additional criteria as may be required to administer this Program, provided they are not inconsistent with the requirements of this Program.

SUB-APPENDIX D-4C

HOUSING ALLOWANCE APPLICATION PROCESS AND FORM

1. The Service Manager and/or its delivery agent shall develop the application process that suits its local needs and make it available to the public.
2. The Service Manager and/or its delivery agent may select Eligible Renter Households from social housing waiting lists.
3. The Service Manager and/or its delivery agent shall design an Application Form that shall include, but not be limited to, the following sections:
 - (a) A definition of “Household Income”;
 - (b) Household Income declaration;
 - (c) Explicit list of eligibility criteria;
 - (d) Consent regarding personal information sharing;
 - (e) Applicant signature and date; and
 - (f) Such other requirements as are set out in the Program Guidelines or as the Minister may advise from time to time, and/or as the Service Manager and/or its delivery agent may establish.

SUB-APPENDIX D-4D

CONTRIBUTION AGREEMENT

This Contribution Agreement is entered into as of the **[INSERT DATE]**

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY
THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING
("The Minister")**

- and -

**[SERVICE MANAGER]
("Service Manager")**

RECITALS

- A. Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen (now His Majesty the King) in right of Ontario as represented by the Minister of Housing ("MHO") entered into a bi-lateral agreement under the 2017 National Housing Strategy, made as of April 1, 2017 (the "CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy").
- B. The Minister is now responsible for the CHMC-Ontario Bilateral Agreement under the 2017 National Housing Strategy signed by MHO.
- C. The Minister has established, as part of the Ontario Priorities Housing Initiative, a Housing Allowance Shared Delivery Stream pursuant to which the Minister provides CMHC funding and provincial funding.
- D. The Minister and the Service Manager have entered into this Agreement for the purpose of setting out the respective roles and responsibilities of the Minister and the Service Manager with respect to the contribution of funding by the Service Manager to the Housing Allowance Shared Delivery Stream.
- E. The Service Manager would like to contribute **[INSERT AMOUNT]** Canadian Dollars per Benefit Year (the "Funds") to the Program for use by the Minister under the Housing Allowance Shared Delivery Stream, in accordance with an Agreement for Services, dated **[INSERT DATE]**, between the Minister and the Service Manager (the "Agreement for Services").
- F. All capitalized terms not defined herein shall have the meanings given to them in the Agreement for Services.

NOW THEREFORE the parties agree as follows:

1. Subject to section 3, the Service Manager agrees to provide the Minister with the Funds as a contribution under the Program in equal quarterly instalments commencing on **[INSERT DATE]**.
2. The Service Manager directs the Minister to use the Funds for the Program's Housing Allowance Shared Delivery Stream in accordance with the Agreement for Services.
3. Subject to section 4, all Service Manager funding contemplated under this Agreement is subject to Service Manager Council's annual approval of the annual budget, and the Service Manager shall not be required to participate in future Benefit Years with such funding should the approval of municipal contribution be insufficient to meet the funding obligations of the Service Manager.
4. Despite section 3, where the Service Manager is already participating in the Program in a Benefit Year, the Service Manager agrees to ensure that sufficient funding is provided for its participants for the entire Benefit Year notwithstanding a failure to approve sufficient funding.
5. The Minister agrees to use the Funds solely for the Program's Housing Allowance Shared Delivery Stream in accordance with the Agreement for Services.
6. Subject to any necessary appropriations, any unused Funds shall be returned to the Service Manager following termination or expiry of the Agreement for Services.

IN WITNESS WHEREOF the parties have executed this Agreement.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF MUNICIPAL
AFFAIRS AND HOUSING**

Signature: _____
Name:
Title:
Date of
Signature:

[SERVICE MANAGER]

Signature: _____
Name:
Title:
Date of
Signature:

APPENDIX D-5

Housing Support Services Component

1. INTERPRETATION

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

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Housing Services Agreement”** means an agreement between the Service Manager and a Support Services Agency for Support Services to be provided under the Program;
- **“Housing Support Services”** means services which are intended to ensure Housing retention, greater self-reliance and social inclusion for tenants/occupants;
- **“Housing Support Services Agency”** means a provider of Housing Support Services;
- **“Housing Support Services Component”** means the Housing Support Services Component described in the Program Guidelines;
- **“Program”** means the Housing Support Services Component, as set out in the Program Guidelines.

1.2 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.3 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise

1.4 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. PROGRAM GUIDELINES

2.1 The Service Manager agrees to administer the Housing Support Services Component in accordance with the Agreement and the Program Guidelines.

3. PROVISION OF PROGRAM FUNDS BY THE MINISTER

3.1 Subject to sections 3.2, 3.4 and 3.6, upon review by the Minister of the Service Manager's Investment Plan, the Minister shall transfer to the Service Manager by electronic funds transfer, the amount of Housing Support Services Component funding indicated in the Investment Plan.

3.2 The Service Manager shall update the Investment Plan on a quarterly basis as set out in section 5.1. Payment adjustments may be made based on discrepancies between the Service Manager's planned and actual spending.

3.3 The Minister shall transfer Housing Support Services Funding to the Service Manager in May or June, July, November, and February of each Fiscal Year, provided the Service Manager has complied with the requirements of section 5.1.

3.4 The Service Manager shall use the Housing Support Services Funding transferred to it by the Minister in respect of Housing Support Services in accordance with this Appendix, or as the Minister may direct, in writing.

3.5 All interest that accrues on Housing Support Services Funding while held by the Service Manager shall be used by the Service Manager for the purpose of administering and delivering Housing Support Services.

3.6 For greater certainty, should the Minister, in his or her sole discretion, believe at any point in time that the Service Manager is not likely to comply with section 3.4, the Minister may refuse to provide Funding under section 3.1 or section 3.2.

4. PROVISION OF PROGRAM FUNDS BY THE SERVICE MANAGER

4.1 The Service Manager shall not expend Funding under the Program after March 31, 2025.

4.2 The Service Manager or its authorized agency shall enter into a Housing Services Agreement with each Housing Support Services Agency, in respect of commitments made on or after the date this Agreement is executed by the Parties. As an alternative, the Service Manager may arrange to deliver Housing Support Services directly.

5. REPORTING REQUIREMENTS

- 5.1 During the period following the date of execution of this Agreement and the end of the Program, the Service Manager shall provide the Minister, by October 15, January 15, March 15 and May 31 of each year, with an updated Investment Plan, indicating the number of Services Agreements executed, Households assisted, target client groups assisted and Program funding expended.
- 5.2 The Service Manager shall provide documentation of Housing Services Agreements.
- 5.3 The Service Manager shall provide the Minister with such additional reports as the Minister may require.
- 5.4 The Service Manager shall keep and maintain for a period of seven (7) years following March 31, 2025, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

6. REMEDIES

- 6.1 If the Service Manager breaches any one or more of the provisions of this Appendix, and the breach is not corrected within a reasonable period of time (as determined by the Minister) after notice has been given to the Service Manager by the Minister, the Minister may, by written notice to the Service Manager,
 - (a) terminate this Appendix;
 - (b) demand repayment of any Housing Support Services Funding in the possession or control of the Service Manager which has not been advanced to a Housing Support Services Agency;
 - (c) demand immediate repayment of all amounts paid by the Minister to the Service Manager under this Appendix that relate to the Housing Services Agreement in respect of which the breach occurred;
 - (d) demand repayment of all or part of the aggregate of all monies advanced to the Service Manager under this Appendix;
 - (e) cancel all further payments of Housing Support Services Funding; and/or
 - (f) suspend further payments of Housing Support Services Funding for such period as the Minister may determine.
- 6.2 The Service Manager shall comply with a demand referred to in clauses 6.1(c) and (d), irrespective of whether it has transferred any of the relevant amounts to a Housing Support Services Agency.
- 6.3 All of the remedies available to the Minister under this Appendix, at equity and/or at law are cumulative and are not alternative and the Minister shall not be

precluded from availing himself simultaneously of some or all of the said remedies.

- 6.4 Notwithstanding any of the terms of this Appendix, the Minister shall have the option of waiving any or all of his remedies under this Agreement, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

7. GENERAL

- 7.1 The Program is available from the date of the Agreement until March 31, 2025.
- 7.2 Funding under the Program can be provided to eligible tenants in existing social housing, affordable housing units created under previous programs, as well as to eligible tenants of units established under the Ontario Priorities Housing Initiative.
- 7.3 The disbursement of Housing Support Services Funding by the Minister to the Service Manager under section 3.1 and/or 3.2 is subject to the necessary appropriations from the Federal Parliament and the Provincial Legislature. Neither the Minister nor CMHC shall have any liability in the event the respective appropriations are insufficient to meet the funding obligations of the Minister.

SCHEDULE E
FRENCH LANGUAGE SERVICES REPORT

Please complete and submit this Report on an annual basis by May 31st of each year.

Service Manager:

Service Manager Address:

Service Manager Contact: Name:

Telephone:

Email:

This report is to confirm that the **[Insert Service Manager Name]** is providing services under Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) and has an office(s) located in or serving an area designated in the Schedule to the *French Language Services Act* ("FLSA").

The **[Insert Service Manager Name]** confirms that it is:

- a) Providing COCHI and OPHI services to the public in French in all of its offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the FLSA; and,
- b) Making it known to the public, including by way of signs, notices, other information on services, and initiation of communications in French, that services provided to and communications with the public in connection with COCHI and OPHI are available in French.

I declare that the above information is true and complete.

[Insert Service Manager Name]

Name:

Title:

I have the authority to bind _____ ***[Insert Service Manager Name]***

Dated at _____ this _____ day of _____, 20__.

As a Service Manager providing services under COCHI and OPHI and having offices (including the offices of sub-contractors) located in or serving an area designated in the Schedule to the French Language Services Act, please complete the section below.

Service Manager Name:

Name of Designated Area(s):

Description of Services:

Please select all items that apply to the services you are providing under COCHI and OPHI in an office (or the office of a sub-contractor) that is located in or services a designated area.

- Signage and visibility of available services in French
- Over-the-counter services are available in French
- Written correspondence and telephone service are available in French
- Translation of written material produced for public use is available in French
- Other _____[please specify]

Please list any services or locations in designated areas where these French language services are not being provided. Please explain.

SCHEDULE F

Communications Protocol Requirements

CMHC – ONTARIO

BILATERAL AGREEMENT UNDER THE 2017 NATIONAL HOUSING STRATEGY

SCHEDULE E: COMMUNICATIONS PROTOCOL (Agreement subparagraph 7.11)

1. Purpose

- 1.1 This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of Project proponents, with respect to Communications Activities related to Projects.
- 1.2 This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.
- 1.3 The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects and Recipients receiving funding or benefits under this Agreement.
- 1.4 This Communications Protocol applies to Initiatives under Schedule B to this Agreement and for greater certainty does not apply to Federal NHS Programs under Schedule G to this Agreement.

2. Guiding Principles

- 2.1 For the purposes of this Agreement, “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, and includes “Joint Communications”.
- 2.2 Communications Activities undertaken through this Communications Protocol should ensure that Canadians are informed of investments made in housing and that they receive consistent information about funded Projects and their benefits.
- 2.3 MHO is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Project proponents and for ensuring their compliance.
- 2.4 Communications Activities under this Agreement shall refer to equally and give equal prominence and priority to Canada, including CMHC and Ontario, including MHO. In addition, at the request of MHO, recognition for Municipal Funding and funding by Indigenous governments directly to Projects and Recipients may also be included in a manner agreed to by the Parties. This paragraph applies to all relevant provisions of this Agreement.

3. Joint Communications

- 3.1 For the purposes of this Agreement, "Joint Communications" means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Ontario and, where applicable, the Project proponent, and are not operational in nature.
- 3.2 Canada, MHO and Project proponents will have Joint Communications about the funding for the Project(s).
- 3.3 Joint Communications related to Projects funded under this Agreement should not occur without the prior knowledge and agreement of all Parties and the Project proponent.
- 3.4 All Joint Communications material will be approved by the Parties prior to release and will recognize both Parties in accordance with this Schedule E.
- 3.5 The announcement or publication of Projects and Project lists, as well as announcements of any additional Projects, must be approved by the Parties prior to the announcement, except as otherwise set out in this Agreement.
- 3.6 Each of the Parties or the Project proponent may request Joint Communications. The requestor will provide at least 15 business days' notice to the other Party or the Project proponent. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- 3.7 The requestor of the Joint Communications will provide the opportunity for the other Party or the Project proponent to choose to participate and choose their own designated representative (in the case of an event).
- 3.8 Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and other Parties' logos.
- 3.9 The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

4. Individual Communications

- 4.1 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to communicate information to Canadians about the Agreement and the use of funds to meet their respective legislated and regulatory obligations through their respective Communications Activities, with prior notice.
- 4.2 Notwithstanding Section 3 of this Communications Protocol (Joint Communications), Canada and MHO retain the right to identify projects receiving \$1 million or more of funding for the purposes of reporting publicly. For clarity, other activities, including Project-level news releases and public events, are still subject to Section 3.
- 4.3 Each Party may include general program messaging and additional Communications Activities of Projects already announced in their own Communications Activities.
- 4.4 Each Party or the Project proponent may do their own Communications Activity if the Communications Activity is not related to funding under this Agreement.

5. Operational Communications

- 5.1 MHO and the Project proponent are solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, contract awards, and construction and public safety notices..

6. Media Relations

- 6.1 Canada and MHO will share information within one (1) business day with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

7. Signage

- 7.1 If one or all the Parties and/or Project proponent wishes to install a sign recognizing their contribution to the Project, Project proponent must produce and install a sign to recognize the contribution of all Parties. Signage must be produced in accordance with current federal signage guidelines unless agreed otherwise by Canada. The federal sign design, content, and installation guidelines will be provided by Canada.
- 7.2 Where the Project proponent decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize CMHC and Ontario and be approved by Canada and MHO.
- 7.3 If erected, signage recognizing CMHC and MHO will be installed at the Project site(s) thirty (30) days prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after construction is completed and the infrastructure is fully operational or opened for public use.
- 7.4 If erected, signage will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. Costs

- 8.1 Costs associated with the development and production of signage and joint public announcements are eligible costs under this Agreement as established by both Parties.

9. Communicating With Project Proponents and Others

- 9.1 MHO agrees to facilitate, as required, communications between Canada and the Project proponent for Communications Activities.
- 9.2 MHO agrees to provide annual letters or other communication satisfactory to CMHC to households in Projects which benefited from the Canada Community Housing Initiative funding, recognizing CMHC and provincial and municipal's contribution in accordance with 2.4 of this Schedule E.

10. Advertising Campaigns

- 10.1 Recognizing that advertising can be an effective means of communicating with the public, Canada and MHO may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects, unless agreed otherwise. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Project proponent will inform the other Parties or Project proponents of its intention no less than twenty-one (21) working days prior to the campaign launch.

Bill No. 372
2023

By-law No. C.P.-1512()-

A by-law to amend The Official Plan for the
City of London, 2016 relating to Policy 942

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

1. Amendment No. _____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to update The Official Plan for the City of London to revise additional residential unit policies to increase the maximum number of additional residential units permitted.

B. LOCATION OF THIS AMENDMENT

This Amendment is a text amendment, which applies to all lands within the City of London.

C. BASIS OF THE AMENDMENT

The amendment would permit a maximum of three additional residential units within single detached dwellings, semi-detached dwellings or street townhouse dwellings.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

- 1) Criteria 1 of Policy 942 with regard to maximum permitted additional residential units is revised and replaced with the policy below:
 1. A maximum of three additional residential units are permitted, which may include a maximum of one additional unit in an accessory structure.

Bill No. 373
2023

By-law No. C.P.-1512()-

A by-law to amend The Official Plan for the
City of London, 2016 relating to 50 King Street
& 399 Ridout Street North

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

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act*, R.S.O. 1990, c.P.13.

PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Downtown Place Type and add the subject lands to Map 7 – Specific Policy Areas - of the City of London to permit an increased building height.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 50 King Street & 399 Ridout Street North in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for an increase to the building height of 53 storeys.

D. THE AMENDMENT

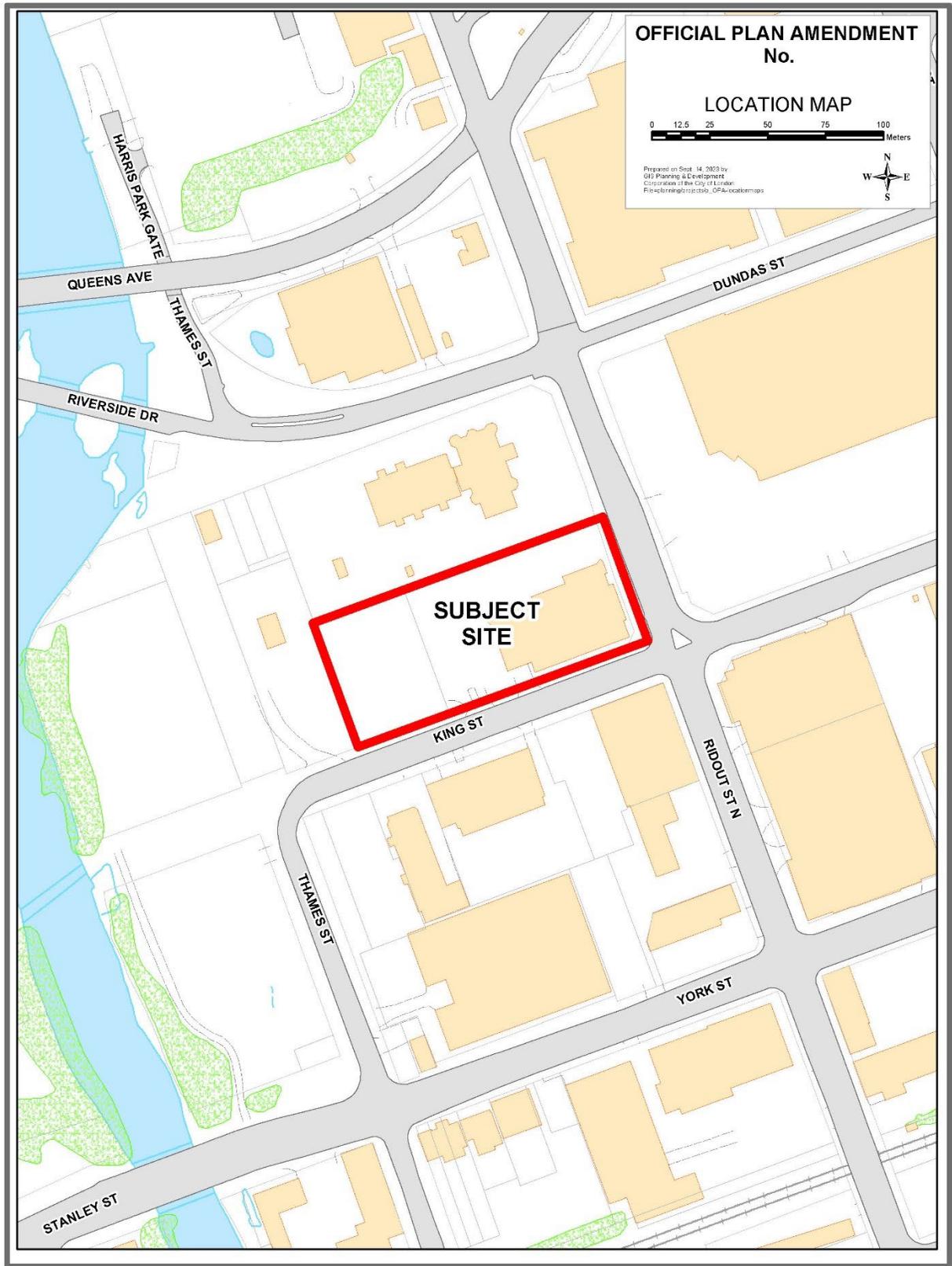
The Official Plan for the City of London is hereby amended as follows:

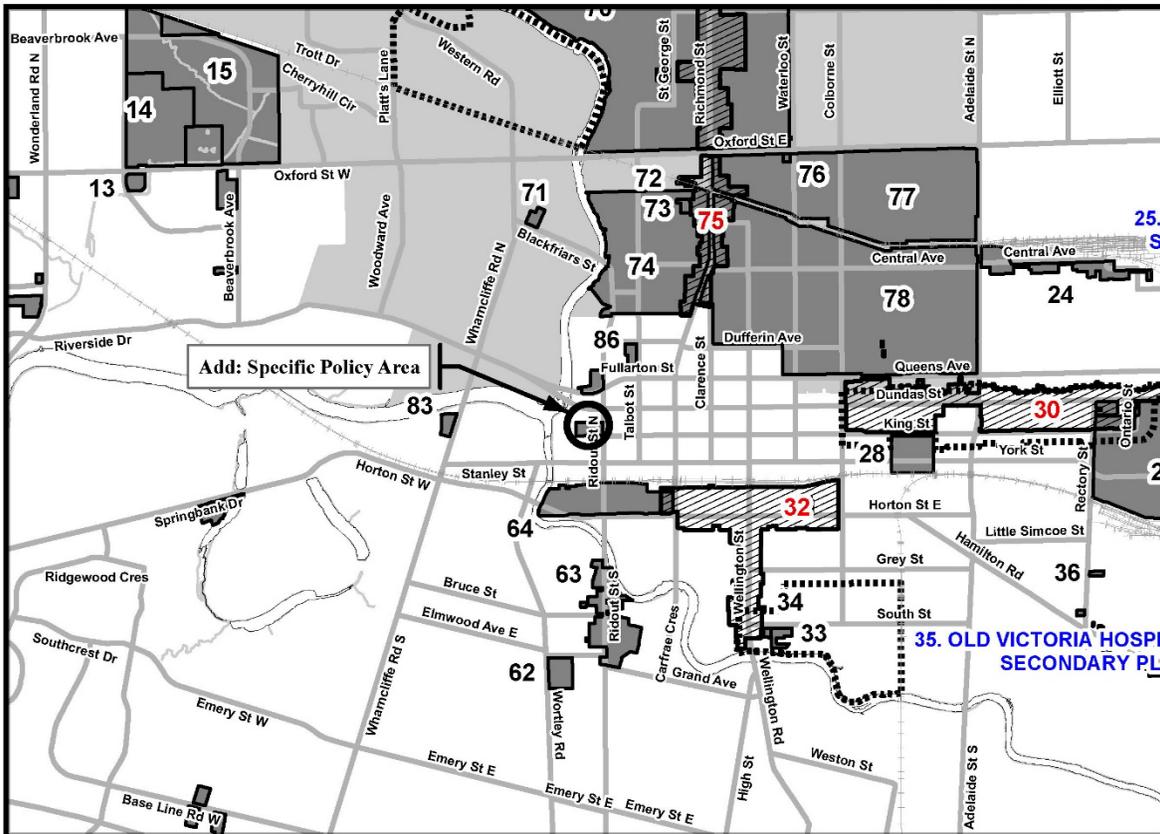
1. Specific Policies for the Downtown Place Type of The Official Plan for the City of London is amended by adding the following:

() 50 King Street & 399 Ridout Street North

In the Downtown Place Type at 50 King Street & 399 Ridout Street North a maximum height of 186 metres or up to 53 storeys may be permitted.

2. Map 7 - Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 50 King Street & 399 Ridout Street North in the City of London, as indicated on “Schedule 1” attached hereto.





LEGEND

-  Specific Policies
-  Rapid Transit and Urban Corridor Specific-Segment Policies
-  Near Campus Neighbourhood
-  Secondary Plans

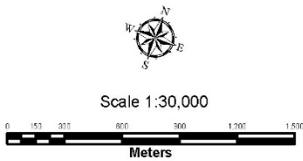
BASE MAP FEATURES

-  Streets (See Map 3)
-  Railways
-  Urban Growth Boundary
-  Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE #
TO
OFFICIAL AMENDMENT NO. _____

PREPARED BY: Planning & Development



FILE NUMBER: OZ-9622
PLANNER: SW
TECHNICIAN: RC
DATE: 8/31/2023

Bill No. 374
2023

By-law No. CP-17-23_____

A bylaw to amend By-law CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*” to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*.

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides that Municipal Council is authorized to delegate its powers and duties under this or any other Act to a person or body subject to any restrictions set out;

AND WHEREAS subsection 51.2(1) of the *Planning Act*, as amended, provides that Municipal Council may by by-law delegate the authority of the council under section 51.2 of the Act or any part of that authority to a committee of council or to an appointed officer identified in the by-law by name or position occupied;

AND WHEREAS the Council deems it appropriate to amend By-law CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the *Planning Act*;

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

1. By-law CP-17, as amended, is hereby amended by deleting section 2.2 in its entirety and replacing it with the following new section 2.2 as follows:

2.2 Approval Authority – Director, Planning and Development – Specific Powers

The Council hereby delegates to the Director, Planning and Development the authority:

- (a) to determine whether or not an Application made in respect of a draft Plan is complete; and if determined to be incomplete, to refuse to accept it and return it to the applicant, detailing the outstanding information required;
- (b) to determine whether or not a draft Plan is or is not required to be circulated for comments among administrative units of relevant government authorities and to circulate same pursuant to section 51 of the *Planning Act*;
- (c) to determine whether or not a draft Plan of Condominium is or is not required to be referred to Council for the purpose of holding a public meeting pursuant to section 51 of the *Planning Act*, with the understanding where a public meeting or *Planning Act* process has been completed, an additional public meeting for the draft Plan of Condominium isn’t required;
- (d) to extend time limits for the receipt of comments from the administrative units which received the draft Plan;
- (e) to settle and give Draft Plan Approval to any Plan of Subdivision the

approval of which has been recommended by the Council where there have been no written requests for referral received in accordance with the *Planning Act* prior to the time the Director, Planning and Development proceeds to settle and give Draft Plan Approval to the said Plan subject to the following;

- (i) on the understanding that when a dispute involves the approval or denial of the draft Plan contrary to the recommendations of a Ministry of the Provincial Government, the Director, Planning and Development shall consult with the Council, and Council shall make the decision; and
 - (ii) on the further understanding that the Director, Planning and Development may consult with the Council prior to making his/her decision to refuse approval of an application;
- (f) to sign a proposed Plan of Subdivision and issue letters of draft approval with conditions for the purpose of indicating draft approval of such Plan by the Director, Planning and Development by the Council pursuant to paragraph (e) above;
- (g) to exempt a proposed Plan of Condominium from approval in accordance with section 9 of the Condominium Act, S.O. 1998, c.19 or to settle and to give draft Approval to any proposed Plan of Condominium where there have been no written requests for referral received in accordance with the *Planning Act* prior to the time the Director, Planning and Development proceeds to settle and give draft Approval to the said Plan subject to the following;
 - (i) on the understanding that when a dispute involves the approval or denial of the draft Plan contrary to the recommendations of a Ministry of the Provincial Government, the Director, Planning and Development shall consult with the Council, and Council shall make the decision;
- (h) to sign a proposed Plan of Condominium and issue letters of draft approval with conditions for the purpose of indicating draft approval of such Plans by the Director, Planning and Development or by the Council pursuant to paragraph (f) above;
- (i) to enter into negotiations/dispute resolution with those parties involved in a referral of a draft Plan or conditions thereof, which has been referred to the Ontario Municipal Board, in an attempt to resolve the issues and avoid an Ontario Municipal Board Hearing, if possible;
- (j) to resume and finalize consideration of the proposed Plan where a proposed Plan has been referred to the Ontario Municipal Board under section 51 of the *Planning Act*, and the Ontario Municipal Board notifies the Approval Authority that the Approval Authority may proceed to make a decision under Section 51 (31) of the *Planning Act*;
- (k) to refer the Plan and/or conditions of approval Plan of any draft to the Ontario Municipal Board pursuant to subsection 51(31) of the *Planning Act*;
- (l) to make any change in the conditions of approval imposed by the Director, Planning and Development;
- (m) to make any change to any conditions of approval imposed by the Council provided the request for the change is made by or endorsed by the Council;
- (n) to sign a final Plan for the purpose of indicating the final approval of the Director, Planning and Development or the Council, as the case may be, and the acceptability of the said Plan or Plans for tendering for registration;
- (o) to grant extensions of draft approval to a proposed Plan, where the applicant hasn't caused a delay at the discretion of the Director, Planning and Development;

- (p) to grant extensions of draft approval to a proposed Plan for not more than six (6) months on an emergency basis without the approval of the Council, in order that a decision may be obtained from the Council, in respect of any requested extension unless the Director, Planning and Development has been given written notice of an objection to such emergency extension;
- (q) to refuse a draft Plan where the file has remained inactive for more than one (1) year, and only after the applicant has been given written notice that the draft plan will be refused, and given 60 days to respond;
- (r) to resume and finalize consideration of the proposed Plan where a proposed Plan has been referred to the Ontario Municipal Board under section 51 of the *Planning Act*, and the Ontario Land Tribunal by Order has assigned responsibilities back to the Approval Authority to make a decision under Section 51 (58) of the *Planning Act*;
- (s) to approve minor revisions to a draft Plan of Subdivision or Condominium, where minor revisions are considered that the revision doesn't require additional technical studies or revisions to existing technical studies, changes to lot or block lines which do not significantly affect the number of units or road network, changes to proposed road right of way width, proposed changes are consistent with Provincial Policy, and proposed changes do not conflict with The London Plan or Zoning By-law;
- (t) to approve and execute a subdivision agreement with special provisions as part of an approved draft plan of subdivision, where there are no financial impacts or required financing can be accommodated within an existing approved capital budget; and
- (u) to approve requests for exemption from part-lot control or an extension of the expiry period for an existing part-lot control by-law, enact by-laws to give effect to such approvals as required under Section 50(7) of the *Planning Act*, and to establish appropriate conditions of approval which are required to be completed prior to the passage of a by-law, subject to the following:
 - (i) Any by-law enacted to exempt lands from part-lot control shall indicate that the exemption will expire at the end of the time period specified in the by-law, which shall not exceed three (3) years; and
 - (ii) Exemption requests shall be considered in accordance with the City of London's Part Lot Control Exemption Policy, as amended.

2. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Passed in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - October 17, 2023
Second Reading - October 17, 2023
Third Reading - October 17, 2023

Bill No. 375
2023

By-law No. CPOL.-401()-_____

A by-law to amend By-law No. CPOL.-401-173 being “Electronic Participation of Council Members at Council and Standing Committee Meetings” to repeal and replace Schedule “A”.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-401-173 being “Electronic Participation of Council Members at Council and Standing Committee Meetings” to repeal and replace Schedule “A”;

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

1. By-law No. CPOL.-401-173 being “Electronic Participation of Council Members at Council and Standing Committee Meetings” is hereby amended by deleting Schedule “A” in its entirety and replacing it with the attached new Schedule “A”.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

Schedule “A”



London
CANADA

Electronic (Remote) Participation of Members of Council at Council and Standing Committee Meetings

Policy Name: Electronic (Remote) Participation at Council and Standing Committee Meetings

Legislative History: Enacted August 25, 2020 (By-law No. CPOL.-401-173), Amended October 17, 2023 (By-law No. CPOL.-401()-)

Last Review Date: October 17, 2023

Service Area Lead: City Clerk

1. Policy Statement

- 1.1 It is the expectation for Members of Council or Committee to attend meetings in person, rather than participate remotely. This policy sets out the parameters for the electronic (remote) participation at Council and Standing Committee meetings, for both open and closed session.
- 1.2 The Council Procedure By-law sets out the parameters for the electronic participation of Elected Officials at Council and Standing Committee meetings during a period of a declared state of emergency.

2. Definitions

- 2.1 **Closed Session** – shall mean any portion of a Council or Standing Committee meeting that is not open to the public and is held in accordance with Section 239 of the *Municipal Act, 2001*.
- 2.2 **Electronic (Remote) Participation** – shall mean the participation of a Council Member remotely, via electronic means, who shall have the same rights and responsibilities as if the Member was in physical attendance.
- 2.3 **Meeting** – shall mean a regular, special or other meeting of the Council or standing committee and shall include meetings in closed session.
- 2.4 **Member** – shall mean a member of the Council or Standing Committee.

3. Applicability

- 3.1 This policy applies to any Member participating remotely.

4. The Policy

4.3 Council Members

The following shall apply to Electronic (Remote) Participation by a Member:

- a) The meeting Chair shall not be permitted to participate electronically/remotely.
- b) Members who intend to join remotely must notify the City Clerk and the Chair of the committee in advance, and their notification should include the reasons for their electronic participation.
- c) Members joining remotely shall connect to the meeting on the required platform and be clearly identifiable with their name.
- d) It is the Member's duty to ensure that their equipment and technology are configured correctly in advance of the meeting.

- e) Members are required to have their camera on; it being noted that internet connectivity and bandwidth may influence the ability to keep a camera operational.
 - f) Each member is responsible to ensure that there is no background noise at their location that may interfere with the meeting and for muting their device when not speaking.
 - g) Members shall indicate they wish to speak by physically raising their hand (if the camera is on) or by using the virtual 'raise the hand' feature.
 - h) Any Member participating remotely shall leave the virtual meeting if they have a requirement to step away from the meeting prior to adjournment, for a personal break, or if they need to attend to a personal matter. The Member shall rejoin the virtual meeting when they are able to do so. The Clerk shall record attendance for voting purposes.
 - i) All Members participating remotely will vote by using the electronic agenda system or by voice when the electronic agenda system is not being used. All Members of Council are to have their video on during a vote, unless otherwise permitted by the Chair pursuant to this policy.
 - j) During closed session, it is required for all participating Members to have their cameras turned on and use a headset.
 - k) Where Members may wish to use an alternative background during a meeting, the Member shall use a background that is provided by the City of London, or a blurred background.
- 4.1 The administration of electronic meeting participation shall be at the discretion of the City Clerk, recognizing that technology and requirements will vary from time-to-time. This shall include the means by which Members shall vote.
- 4.2 Meeting record(s) shall reflect which Members and Staff attended electronically and which attended physically.

Bill No. 376
2023

By-law No. L.S.P.- _____

A by-law to designate 1350 Wharncliffe Road South to be of cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 1350 Wharncliffe Road South has been duly published and served and no notice of objection to such designation has been received;

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

1. The real property at 1350 Wharncliffe Road South, more particularly described in Schedule "A" attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule "B" attached hereto.
2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.
3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.
4. This by-law shall come into force and be deemed to come into force in accordance with Section 29(12) and 29(18) of the *Ontario Heritage Act, R.S.O. 1990*.

PASSED in Open Council on October 17, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

SCHEDULE "A"
To By-law No. L.S.P.- _____

Legal Description

PART LOT 34, CONCESSION 2 AS IN 625981 EXCEPT PART 1 33R20821; CITY OF LONDON

PIN: 08209-3257

Description of Property

The property at 1350 Wharncliffe Road South is located in the City of London on the south side of Wharncliffe Road South, south of the intersection of Wharncliffe Road South and Bradley Avenue. The property contains two residences (a main residence and secondary residence), a heavily modified barn, two outbuildings, and a spruce and cedar tree windbreak. The main residence on the property was built between 1911 and 1918 and is an example of an Ontario vernacular structure with Colonial Revival and Craftsman design influences. Between 1911 and 1965 the property was known as Weldwood Farm and was operated as an experimental farm by the *Farmer's Advocate*, an agricultural journal based in London.

SCHEDULE “B”
To By-law No. L.S.P.-

Statement of Cultural Heritage Value or Interest

The main residence at 1350 Wharncliffe Road South has design value as a representative example of an early 20th century Ontario vernacular residence with Colonial Revival and Craftsman design elements. Vernacular design elements of the main residence include its painted brick exterior, concrete block foundation, and incorporation of Colonial Revival and Craftsman design elements, styles popular in the early 20th century. Colonial Revival design elements include its general massing and layout of the residence. The shed roof dormer and full-width balcony and porch are elements of the Craftsman design style. The Colonial Revival design style was popular in North America after 1900 and into the present, while the Craftsman style was popular from about 1905-1930.

The property demonstrates historical and associative value through its association with John Weld, *Farmer’s Advocate*, Weldwood Farm, and I.B. Whale. John Weld was a prominent Canadian publisher and agriculturalist who owned several enterprises including the William Weld Publishing Company, the London Printing and Lithographing Company, and the Bryant Press. Weld was born in Delaware Township and later resided in the City of London. In 1910, he purchased land on the property for an experimental farm for the magazine *Farmer’s Advocate*. The magazine was founded in 1866 by William Weld, the father of John Weld. The magazine was an important resource for Canadian farmers. The magazine used Weldwood Farm to investigate and test new agricultural equipment, crops, livestock, and farming methods. The farm was frequently visited by other farmers to inspect and learn from the practices undertaken at Weldwood Farm and therefore was an important part of *Farmer’s Advocate* and maintaining its credibility as an important source for agricultural information. Weldwood Farm was managed from 1918 to 1959 by I.B. Whale. Under his superintendence, Weldwood Farm was responsible for pioneering the use of sweet clover for use in pastures and soil improvement and aiding in the development of techniques for the effective cultivation of corn crops in southwestern Ontario. Whale diligently reported his findings in a frequent column he wrote for *Farmer’s Advocate*.

The property has contextual value as it is historically and visually linked to its surroundings. The farmhouse was originally sited at the end of a long laneway, accessed from Wharncliffe Road South.

Heritage Attributes

The heritage attributes that contribute to the Design Value and Physical Value of the property include:

- Representative example of an early-20th century Ontario vernacular structure with Colonial Revival and Craftsman design influences, including:
 - Two-and-one-half storey structure with square footprint;
 - Steeply-pitched side gable roof with slate cladding, shed roof dormer, two brick chimneys, and concrete chimney;
 - Brick exterior;
 - Full width porch on front (north) elevation with concrete planters and classically inspired columns;
 - Full width balcony on front (north) elevation with classically inspired columns;
 - One-over-one windows with wood surrounds and wood sills;
 - Bay windows on the north and west elevations;
 - Wood and glass storm door and main door on north elevation; and,
 - Concrete walkway leading to residence from driveway with “Weldwood Farm 1920” stamped in concrete.

Note: The shed roof addition (south façade) and garage addition (east façade) of the main residence are not considered to be heritage attributes. The secondary residence, barn, and outbuildings are not considered to be heritage attributes.



1. Two-and-one-half storey structure with square plan.



2. Steeply pitched side gable roof with slate cladding, shed roof dormer, two brick chimneys, and concrete chimney.



3. Brick exterior



4. Full width balcony on front (north) elevation with classically inspired columns.



5. One-over-one windows with wood surrounds and wood sills.



6. Bay windows on north and west elevations.



7. Wood and glass storm door and main door on north elevation.



8. Full width porch on front (north) elevation with concrete planters and classically inspired columns.



9. Concrete walkway leading to residence from driveway with "Weldwood Farm 1920" stamped in concrete.

Note: Not every heritage attribute indicated above; image is considered indicative of heritage attributes

Bill No. 377
2023

By-law No. Z.-1-23_____

A bylaw to amend By-law No. Z.-1 to rezone
lands located at 3480 Morgan Avenue

WHEREAS Sifton Properties has applied to rezone lands located at 3480 Morgan Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3480 Morgan Avenue as shown on the attached map comprising part of Key Map No. A111, **FROM** a Holding Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*h-11*h-63*h-82*h-95*h-100*h-105*h-138(CSA5(3)), **TO** a Holding Residential R9 Special Provision (h*h-11*h-100*h-105*h-198*R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h*105*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1).

2) Section Number 13.4 of the Residential R9 Zone is amended by adding the following Special Provisions:

R9-4(_) 3480 Morgan Avenue

a) Additional Permitted Uses:

- i) Stacked Townhouses
- ii) Townhouses

b) Regulations:

- i) Lot Frontage (Minimum) 20m
- ii) Front Yard Depth (Minimum) 4.5m (14.76ft)
- iii) Exterior Side Yard Depth (Minimum) 4.5m (14.76ft)
- iv) Interior Side Yard Depth To Northwest property line (Minimum) 2.2m (7.2ft)
- v) Rear Yard Depth (Minimum) 4.5m (14.8ft)
- vi) Height For Townhouses and Stacked Townhouses (Maximum) 14m (45.9ft)
- vii) Height All other uses (Maximum) 17m (55.77ft) (5 Storeys)
- viii) Lot Coverage (Minimum) 40%

R9-7(*) 3480 Morgan Avenue

a) Additional Permitted Uses:

- i) Stacked Townhouses
- ii) Townhouses
- iii) Hotels/Motels

b) Regulations:

- i) Front Yard Depth (Minimum) 4.5m (14.76ft)
- ii) Exterior Side Yard Depth (Minimum) 4.5m (14.76ft)
- iii) Height For Townhouses and Stacked Townhouses (Maximum) 14m (45.9ft)
- iv) Height All other uses (Maximum) 22m (72.17ft) (6 Storeys)
- v) Lot Coverage (Minimum) 40%
- vi) Density (Maximum) 200 unit per hectare

R9-7(**) 3480 Morgan Avenue

a) Additional Permitted Uses:

- i) Stacked Townhouses
- ii) Townhouses
- iii) Hotels/Motels

b) Regulations:

- i) Front Yard Depth (Minimum) 4.5m (14.76ft)
- ii) Exterior Side Yard Depth (Minimum) 4.5m (14.76ft)
- iii) Interior Side Yard Depth To Northwest property line (Minimum) 4.5m (14.76ft)
- iv) Rear Yard Depth (Minimum) 4.5m (14.8ft)
- v) Height For Townhouses and Stacked Townhouses (Maximum) 14m (45.9ft)
- vi) Height All other uses (Maximum) 17m (55.77ft) (5 Storeys)
- vii) Lot Coverage (Minimum) 40%

R9-7(***) 3480 Morgan Avenue

a) Additional Permitted Uses:

- i) Stacked Townhouses
- ii) Townhouses
- iii) Hotels/Motels

- b) Regulations:
- | | | |
|-------|---|---------------------------|
| i) | Front Yard Depth (Minimum) | 4.5m (14.76ft) |
| ii) | Exterior Side Yard Depth (Minimum) | 4.5m (14.76ft) |
| iii) | Interior Side Yard Depth (Minimum) | 4.5m (14.76ft) |
| iv) | Rear Yard Depth (Minimum) | 4.5m (14.8ft) |
| v) | Landscape Open Space For Townhouses and Stacked Townhouses (Minimum) | 25% |
| vi) | Height For Townhouses and Stacked Townhouses (Maximum) | 14m (45.9ft) |
| vii) | Height All other uses (Maximum) | 22m (72.17ft) (6 Storeys) |
| viii) | Lot Coverage (Minimum) | 40% |
| ix) | Density (Maximum) | 200 unit per hectare |

3) The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4) This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

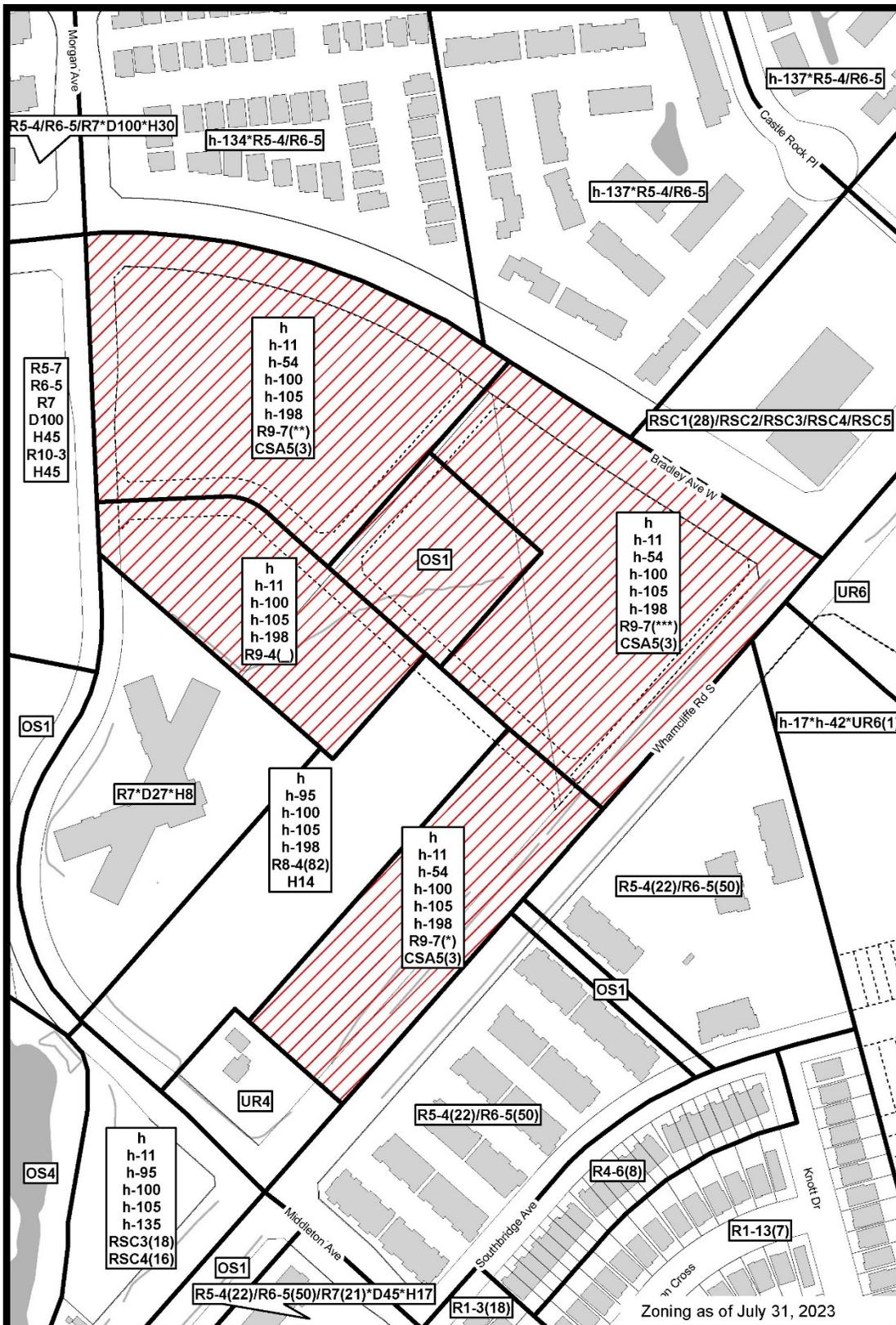
PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of July 31, 2023

File Number: OZ-9100
 Planner: AC
 Date Prepared: 2023/08/30
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters 



Geodatabase

Bill No. 378
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1236 Southdale
Road East

WHEREAS this rezoning conforms to the Official Plan;

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

1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1236 Southdale Road East, as shown on the attached map comprising part of Key Map No. A112 **FROM** a Residential R1 (R1-10) Zone **TO** a holding Residential R5 Special Provision (h-17*R5-7(□)) Zone and Open Space (OS5) Zone.

2) Section Number 9.4 of the R5 Zone is amended by adding the following Special Provisions:

R5-7(□) 1236 Southdale Road East

a. Regulations

- | | |
|--|----------------------|
| i) Front yard setback (Minimum) | 1.5 metres |
| ii) Front yard encroachment (Maximum) | Up to 0.4 metres |
| iii) Interior side yard setback (Minimum) | 2.0 metres |
| iv) Rear yard setback (Minimum) | 3.0 metres |
| v) Height (Maximum) | 14.0 metres |
| vi) Density Maximum) | 67 units per hectare |

3) The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4) This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

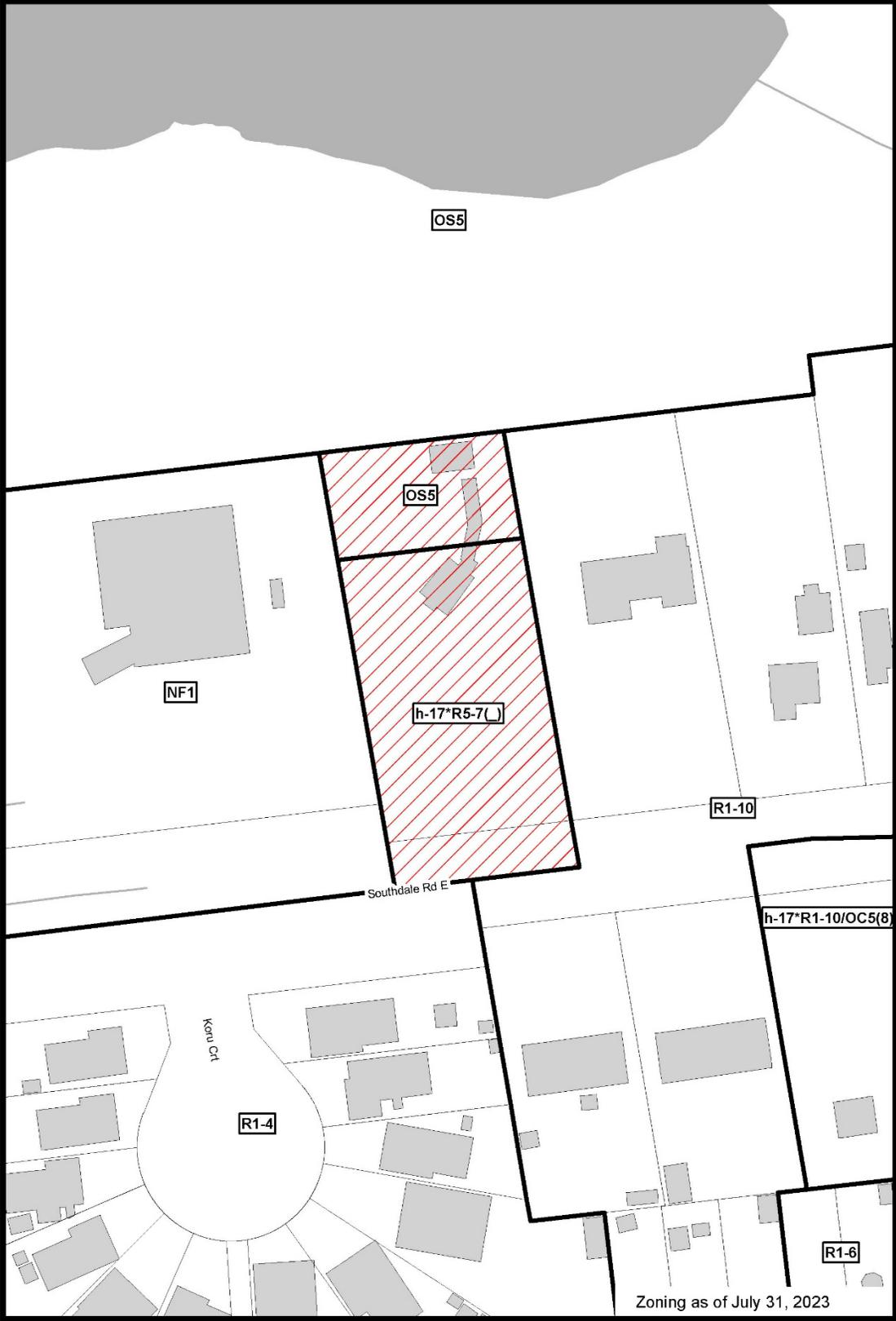
PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

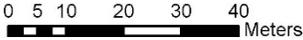
Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



| | |
|--|--|
| <p>File Number: Z-9634 Planner: NO Date Prepared: 2023/09/15 Technician: RC By-Law No: Z.-1-</p> | <p>SUBJECT SITE </p> <p>1:1,000</p> <p> Meters</p> <p></p> |
|--|--|

Geodatabase

Bill No. 379
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to adjust
Section 4.37, Provision 2

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1. Section 4.37.2 (Additional Residential Units) is amended by revising the existing regulation and replacing it with the following:

2. Number of Additional Residential Units per Lot

A maximum of three (3) additional residential units shall be permitted per lot; including a maximum of one (1) additional residential units in an accessory or ancillary structure.

2. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

Bill No. 380
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 50 King Street & 399
Ridout Street North

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 50 King Street & 399 Ridout Street North, as shown on the attached map comprising part of Key Map No. A107, **FROM** a Community Facility/Downtown Area (CF1/DA2*D350*H15) Zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) Zone **TO** a holding Community Facility/Downtown Area (h-18*CF1/DA2*D350*H15) Zone; a holding Downtown Area Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1250*H186) Zone; an Open Space (OS4) Zone and an Open Space Special Provision (OS2()) Zone.

2. Section Number 3.8 2) of the Holding "h" Zones is amended by adding the following new holding zone:

h-____ 50 King Street & 399 Ridout Street North

Purpose: To ensure the adequate provision of municipal services, the holding provision shall not be removed until such time as there is an accepted water strategy and adequate capacity available.

3. Section Number 20.4 of the Downtown Area (DA) Zone is amended by adding the following Special Provisions:

DA2() 50 King Street & 399 Ridout Street North

a) Regulations

| | | |
|-------|--|--------------------------|
| i) | Height (Maximum) | 53 storeys 186m (610 ft) |
| ii) | Density (Maximum) | 1,250 Units Per Hectare |
| iii) | Retail Gross Floor Area (Maximum) | 5,000 square metres |
| iv) | Tower Floorplate Gross Floor Area (Maximum) | 1,000 square metres |
| v) | Setback for residential component (Minimum) | 0m |
| vi) | Front and exterior yard depth for ground floor (Minimum) | 1.0m |
| vii) | Ground Floor Height Tower 1 (Minimum) | 4.5m |
| viii) | Podium Height for Tower 1 (Maximum) | 20.5m |

- ix) Stepback for 75% of Tower 1 east façade along Ridout Street North (Minimum) 5.0m
- x) Stepback for 75% of Tower 1 north façade along interior courtyard (Minimum) 5.0m
- xi) Stepback for 75% of Tower 1 south façade along King Street (Minimum) 5.0m
- xii) Stepback for 75% of Tower 2 south façade along King Street (Minimum) 5.0m
- xiii) Distance between Tower 1 and Tower 2 (Minimum) 25.0m
- xiv) Main building, accessory structure and underground parking setback from courthouse building and gaol (Minimum) 12.0m
- xv) Vehicle parking prohibited on ground floor or above
- xvi) Retail space permitted on all floors

4. Section Number 36.4 of the Open Space (OS) Zone is amended by adding the following Special Provisions:

OS2() 50 King Street & 399 Ridout Street North

- a) Additional Permitted Uses:
 - i) All permitted uses in the DA2() zone variation
- b) Regulations
 - i) No minimum lot frontage, lot area, lot coverage, landscaped open space or setback requirements

5. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

6. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on October 17, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 17, 2023
Second Reading – October 17, 2023
Third Reading – October 17, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9622
 Planner: SW
 Date Prepared: 2023/08/31
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40
 Meters



Geodatabase