



## Council Minutes

The 14th Meeting of City Council  
June 25, 2019, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier  
Also Present: M. Hayward, A. Barbon, G. Bridge, B. Card, B. Coxhead, M. Daley, S. Datars Bere, J. Fleming, M. Geudans, C. Jasnich, L. Livingstone, P. McKague, D. MacRae, S. Miller, D. O'Brien, B. O'Hagan, M. Ross, C. Saunders, K. Scherr, M. Schulthess, G. Smith, S. Stafford, J. Taylor, B. Warner, B. Westlake-Power and P. Yeoman.

The meeting is called to order at 4:01 PM, with all Members present.

### 1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in Item 3.3 e) of the 15th Report of the Strategic Priorities and Policy Committee having to do with consideration of appointments to the London Hydro Inc. Board of Directors, by indicating that one of the applicants has a role in his employment performance assessment with Western University.

### 2. Recognitions

#### 2.1 City of London's 2018 Awards of Excellence

His Worship the Mayor recognizes the recipients of the City of London's 2018 Awards of Excellence.

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

Motion made by: M. van Holst  
Seconded by: A. Kayabaga

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

#### 4.1 Personal Matter About Identifiable Individual/Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/14/CSC)

#### 4.2 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. (6.2/14/CSC)

4.3 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 disposition 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. (6.3/14/CSC)

4.4 Personal Matters/Identifiable Individual/Labour Relations/Employee Negotiations/Solicitor-Client Privileged Advice

A matter pertaining to personal matters about identifiable individuals, labour relations or employee negotiations, advice that is subject to solicitor-client privilege, including communications necessary for that purpose and, advice and recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.4/14/CSC)

4.5 Litigation or Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advise that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/12/PEC)

4.6 Solicitor-Client Privileged Advice/Litigation or Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation or potential litigation, and directions and instructions to officers and employees or agents of the municipality with respect to the 449 Hill Street Demolition Project.

4.7 (Added) 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 acquisition or disposition 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. (6.1/15/SPPC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

The Council rises and goes into the Council, In Closed Session, at 4:21 PM, with Mayor E. Holder in the Chair and all Members present.

At 4:28 PM Councillor S. Hillier leaves the meeting.

At 4:29 PM Councillor S. Hillier enters the meeting.

At 4:30 PM Councillor S. Turner leaves the meeting.

At 4:32 PM Councillor S. Turner enters the meeting.

At 4:47 PM Councillor J. Morgan leaves the meeting.

The Council, In Closed Session, rises at 4:56 PM and Council reconvenes at 4:59 PM, with Mayor E. Holder in the Chair and all Members present, except Councillor M. Salih.

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

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

That the Minutes of the 13th Meeting of City Council, held on June 11, 2019, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

**6. Communications and Petitions**

Motion made by: S. Lewis

Seconded by: M. van Holst

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

6.1 M.A. Hodge, 310 Wolfe Street, Victoria Park Secondary Plan;

6.2 C. Stroud, People's Forum on Housing, London Ontario;

6.3 M. Meddaoui, Amiraco Properties Inc., Old East Village Dundas Street Corridor Secondary Plan (O-8879)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

**7. Motions of Which Notice is Given**

None.

**8. Reports**

8.1 14th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 14th Report of the Corporate Services Committee BE APPROVED, excluding Items 7 (2.1), 8(2.6) and 9(2.8).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

- 2. (2.2) Update #4: Harassment and Discrimination - Third Party Review -Workplace Assessment and Recommendations - Action Plan

Motion made by: J. Morgan

That, on the recommendation of the City Manager and Managing Director, Corporate Services and Chief Human Resources Officer, the plan set out in the staff report dated June 18, 2019 in response to the Rubin Thomlinson LLP Workplace Assessment Report, BE ENDORSED.

**Motion Passed**

- 3. (2.3) Report of the Downtown Monitored Surveillance Camera Program

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Manager and on the advice of the Division Manager, Corporate Security and Emergency Management, the staff report dated June 18, 2019 regarding the Downtown Monitored Surveillance Camera Program BE RECEIVED for information purposes.

**Motion Passed**

- 4. (2.4) 2018 Annual Report on Development Charges Reserve Funds

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Annual Report on Development Charges Reserve Funds:

a) the above-noted Report BE RECEIVED for information in accordance with section 43 (1) of the Development Charges Act, 1997, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and

b) the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer BE DIRECTED to make the 2018 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the Development Charges Act, 1997.

**Motion Passed**

- 5. (2.5) Municipal Accommodation Tax - Process for Allocation of Funds

Motion made by: J. Morgan



That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, all contributions to the Tourism Infrastructure Reserve Fund from the City's share of Municipal Accommodation Tax revenues BE APPROVED as a source of funding for the City's capital plan, with the exception of the commitments to external parties previously approved by Council.

**Motion Passed**

6. (2.7) Industrial Land Development Strategy – Annual Monitoring and Pricing Report – City-Owned Industrial Land

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the staff report dated June 18, 2019 entitled "Industrial Land Development Strategy Annual Monitoring and Pricing Report – City Owned Industrial Land", BE RECEIVED and;

b) NO ACTION BE TAKEN at this time to adjust the current pricing of the City owned industrial land from the following prices that were established October 1, 2018:

Pricing for serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, and Cuddy Blvd Parcels:

- Lots up to 3.99 acres \$80,000.00 per acre
- 4.00 acres and up \$70,000.00 per acre

Pricing for service industrial land in Trafalgar Industrial Park:

- All Lot sizes - \$ 65,000.00 per acre.

**Motion Passed**

10. (3.1) Council Procedure By-law (Relates to Bill No. 237)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated June 18, 2019 as Appendix "A" being "A by-law to amend By-law A-50, as amended, being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to clarify that Members of Council who are not a member of a standing committee may participate in the debate with respect to a matter before the standing committee; and to amend the meeting times of standing committees to reflect the annual meeting calendar BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019;

it being noted that at the public participation meeting associated with this matter no public submissions were made.

**Motion Passed**

7. (2.1) Update: Workplace Diversity and Inclusion

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the staff report dated June 18, 2019 with respect to an update on Workplace Diversity and Inclusion BE RECEIVED for information purposes.

Yeas: (12): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (12 to 1)**

8. (2.6) 4G+ / 5G Small Cell Pilot Project (Relates to Bill No. 235)

Motion made by: J. Morgan

That, on the recommendation of the Director of Information Technology Services, the Managing Director, Environmental and Engineering Services and City Engineer, the Managing Director, Planning and City Planner, the Manager of Information Technology Services and the Director of Community and Economic Innovation and with the concurrence of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 4G+ / 5G Small Cell Pilot Project:

a) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to:

i) approve the Pilot Municipal Small Cell Licence Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. to facilitate the installation of the small cell telecommunications equipment; and

ii) authorize the Mayor and the City Clerk to execute the Agreement noted in part a) i) above;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this Agreement.

Yeas: (13): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

**Motion Passed (13 to 0)**

9. (2.8) Expropriation of Land – Wharncliffe Road Widening and Improvements Project (Relates to Bill No. 244)

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions

be taken with respect to the Wharncliffe Road Widening and Improvements Project:

a) the expropriation of land as may be required for the Wharncliffe Road South Road Widening and Improvements Project between Becher Street and Springbank Drive, BE APPROVED; and,

b) the proposed by-law appended to the staff report dated June 18, 2019 as Schedule "B" BE INTRODUCED at the Council meeting on June 25, 2019 to:

i) authorize and approve an application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority for the approval to expropriate the land required for Wharncliffe Road South Road Widening and Improvements between Becher Street and Springbank Drive;

ii) The Corporation of the City of London as Expropriating Authority serve and publish notice of the above application in accordance with the terms of the Expropriations Act;

iii) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and

iv) authorize the Civic Administration to carry out all necessary administrative actions in respect of the above-noted expropriation;

it being noted that a verbal delegation from N. Finlayson requesting the consideration of excluding her property from the proposed expropriation, was received.

Yeas: (12): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and S. Hillier

Nays: (1): A. Kayabaga

**Motion Passed (12 to 1)**

At 5:05 PM, pursuant to section 17.5 of the Council Procedure By-law, His Worship the Mayor rules that the meeting is suspended until order is restored.

At 5:10 PM His Worship the Mayor resumes the meeting, with all Members present except Councillor M. Salih.

At 5:17 PM Councillor S. Lewis leaves the meeting.

8.2 10th Report of the Civic Works Committee

Motion made by: P. Squire

That the 10th Report of the Civic Works Committee BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 6th Report of the Cycling Advisory Committee

Motion made by: P. Squire

That it BE NOTED that the 6th Report of the Cycling Advisory Committee, from its meeting held on May 15, 2019, was received.

**Motion Passed**

3. (2.2) Colonel Talbot Pumping Station Construction Tender Award: Tender T19-65

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and subject to receipt of requisite regulatory approvals, the following actions be taken with respect to the award of contract for the Colonel Talbot Pumping Station construction project:

- a) the bid submitted by Hayman Construction Inc. at its tendered price of \$5,089,201.00, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Hayman Construction Inc. was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- b) the value of the total detailed design and contract administration fees for Stantec Consulting Ltd., BE INCREASED by \$174,535.00, excluding HST to \$1,534,085.60 (including contingency), to cover additional efforts required as a result of additional work scope;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract relating to this project (Tender 19-65); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E03)

**Motion Passed**

4. (2.3) Contract Award: Tenders T19-48 and T19-49 - Dingman Creek Pumping Station Forcemain Installation

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and subject to receipt of requisite regulatory approvals, the following actions be taken with respect to the award of contract for the Dingman Creek Pumping Station Forcemain construction project:

- a) the bid submitted by 291 Construction Ltd. at its tendered price of \$3,572,506.65, excluding HST in response to Tender 19-48, BE ACCEPTED; it being noted that the bid submitted by 291 Construction Ltd. was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) the bid submitted by Bre-Ex Construction Inc. at its tendered price of \$4,912,985.47, excluding HST in response to Tender 19-49, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of three bids received and meets the City's specifications and requirements in all areas;
- c) the financing for these projects BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval, given herein, BE CONDITIONAL upon the Corporation entering into formal contracts relating to this project (Tenders 19-48 and 19-49); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E03)

**Motion Passed**

5. (2.5) Construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains (Relates to Bill No.s 255 and 256)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains:

- a) the drainage reports, appended to the staff report dated June 18, 2019 as Appendix 'A', prepared by Spriet Associates London Ltd, Consulting Engineers for the construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains BE ADOPTED; and it being noted the notice of the meeting was provided to the benefitting property owners in accordance with the provisions of Section 41 of the Drainage Act; and,
- b) the proposed by-laws appended to the staff report dated June 18, 2019 as Appendix 'B' BE INTRODUCED at the Council meeting on June 25, 2019 and BE GIVEN two readings to authorize the construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains projects, it being noted that the third reading and enactment of the by-law would occur after the holding of the Court of Revision in connection with the project. (2019-E09)

6. (2.6) Appointment of Consulting Engineers – Infrastructure Renewal Program

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of consulting engineers for the Infrastructure Renewal Program:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified 2020 – 2021 Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy:
  - i) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2020 City Centre Servicing Strategy Program Phase 3, Richmond Street from York Street to Dundas Street reconstruction, in the total amount of \$358,015.00 (including contingency), excluding HST;
  - ii) Development Engineering (London) Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2020 Infrastructure Renewal Program Contract 1, Oxford Park South Area Reconstruction Phase 1, Britannia Avenue from Riverside Drive to Edinburgh Street, and Tozer Avenue, all, in the total amount of \$224,647.50 (including contingency), excluding HST;
  - iii) Archibald, Gray and McKay Engineering Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2020 Infrastructure Renewal Program Contract 2, Euclid Avenue from Wharncliffe Road to Wortley Road, and Birch Street from Byron Avenue to Euclid Avenue reconstruction, in the total amount of \$372,218.00 (including contingency), excluding HST;
  - iv) Spriet Associates (London) Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2020 Infrastructure Renewal Program Contract 12, Hyla Street from Hamilton Road to Trafalgar Street, and Elm Street from Hamilton Road to Trafalgar Street reconstruction, in the total amount of \$369,245.80 (including contingency), excluding HST, and,
  - v) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2021 Infrastructure Renewal Program Assignment 'A', English Street from Dundas Street to Princess Avenue, and Lorne Avenue from English Street to 100m east reconstruction in the total amount of \$199,990.00 (including contingency), excluding HST;
- b) Archibald, Gray and McKay Engineering Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2020 Infrastructure Renewal Program Contract 10, Egerton Street Phase 3 reconstruction, in the total amount of \$173,800.00 (including contingency), excluding HST, in accordance with the estimate on file, and in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy;

c) the financing for the projects identified in a) and b) above BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';

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

e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with each consultant for the respective project; and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T06)

**Motion Passed**

7. (2.7) Clarke Road Improvements - Environmental Study Report

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Clarke Road Improvements Environmental Study Report:

a) Clarke Road Improvements Schedule C Municipal Class Environmental Assessment BE ACCEPTED;

b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,

c) the Environmental Study Report BE PLACED on the public record for a 30 day review period. (2019-T04)

**Motion Passed**

8. (2.10) Award of Contract (RFP 19-22) – Four (4) Compressed Natural Gas (CNG) Rear-Loading Waste Collection Trucks

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken:

a) the submission from Team Truck Centers Inc., 795 Wilton Grove Road London, Ont. N6N 1N7, BE ACCEPTED; for the supply and delivery of four (4) CNG Rear Loading Waste Collection Trucks at a total purchase price of \$1,090,920 (\$272,730 per unit) excluding HST;

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

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; and,

d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 18, 2019 as Appendix "A". (2019-V01/E07)

**Motion Passed**

9. (2.11) Award of Contract (RFP 19-26) – One (1) Compressed Natural Gas (CNG) Top-Loading Waste Collection Truck

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken:

- a) the submission from Vision Truck Group 1220 Franklin Blvd. Cambridge Ontario N1R 8B7 for the supply and delivery of one (1) CNG Top Loading Waste Collection Truck for the purchase price of \$425,990 excluding HST, BE ACCEPTED;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- 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; and,
- d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 18, 2019 as Appendix "A". (2019-V01/E07)

**Motion Passed**

10. (2.12) Long Term Water Storage Options Municipal Class Environmental Assessment: Notice of Completion

Motion made by: P. Squire

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Long Term Water Storage Options Municipal Class Environmental Assessment:

- a) the Long Term Water Storage Municipal Class Assessment Executive Summary appended to the staff report dated June 18, 2019 as Appendix 'A', BE ACCEPTED;
- b) a Notice of Completion BE FILED with the Municipal Clerk; and,
- c) the Project File for the Long Term Water Storage Options Municipal Class Environmental Assessment BE PLACED on public record for a 30-day review period. (2019-E08)

**Motion Passed**

11. (2.13) Adelaide Street North Grade Separation - Memorandum of Understanding with Canadian Pacific Railway (Relates to Bill No. 236)



Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Adelaide Street North Grade Separation Project:

- a) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix A BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to:
  - i) authorize and approve the Memorandum of Understanding appended to the staff report dated June 18, 2019 as Schedule 1 of Appendix A, between The Corporation of the City of London and Canadian Pacific Railway Company, to set out the terms under which the parties have agreed to proceed with the Project;
  - ii) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding; and,
- b) authority BE DELEGATED to the Managing Director of Environmental and Engineering Services and City Engineer, or their designate, to execute any financial reports required as a condition of the Memorandum of Understanding authorized and approved in a) above. (2019-T05)

**Motion Passed**

12. (2.14) Contract Award: Tender No. RFT19-56 - Fox Hollow Stormwater Management Facility No. 1 - North Cell (ESSWM-FH1)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the Fox Hollow Stormwater Management Facility No. 1 North Cell project:

- a) the bid submitted by DeKay Construction (1987) Ltd., at its tendered price of \$2,962,027.20, excluding HST, BE ACCEPTED; it being noted that the bid submitted by DeKay Construction (1987) Ltd., was the lowest of five (5) bids received;
- b) the budget adjustment to increase Development Charges funding for project ESSWM-FH1 BE APPROVED to the Fox Hollow Stormwater Management Facility #1 North Cell, with a total budget increase of \$600,000 and an overall budget total in the amount of \$3,700,000;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT19-56); and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E03)

**Motion Passed**

13. (2.15) Upper Thames River Conservation Authority and City of London Flood Protection Projects

Motion made by: P. Squire

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to City of London's contribution to infrastructure:

a) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects in concert with the City by increasing the City's share by \$657,500 (including contingency), excluding HST, in order to complete the following 2018 approved works:

i) Phase 4 of the West London Dyke reconstruction project;

ii) Phase 5 of the Fanshawe Dam concrete and dam repair;

b) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Phase 5 of the West London Dyke detailed design with the City's share being \$69,750 (including contingency), excluding HST;

c) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Phase 6 of the West London Dyke detailed design with the City's share being \$33,250 (including contingency), excluding HST;

d) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Fanshawe Dam Safety Study with the City's share being \$38,500 (including contingency), excluding HST;

e) the financing for this work BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A'; and,

f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations.(2019-E21)

**Motion Passed**

14. (2.16) Redan-Marmora-Nelson Streets Lane Closing (Relates to Bill No. 247)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the closing and disposing of certain City owned public lane bounded by Redan Street, Nelson Street and Marmora Street:

a) the closing of the above noted lane BE APPROVED;

- b) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix 'A' closing the Lane bounded by Redan, Nelson and Marmora Streets" BE INTRODUCED at the Municipal Council meeting to be held on June 25th, 2019;
  - c) the above-noted lane BE DECLARED SURPLUS;
  - d) the Civic Administration BE AUTHORIZED to make all decisions and undertake all necessary steps required to divide and transfer the closed lane to the abutting property owners as fairly and equitably as possible, where possible, subject to the following guidelines;
    - i) no portion of the lane shall be disposed of that would result in the sole legal vehicular access to a property being lost;
    - ii) property owner objections to disposing of the untraveled lane by reason of potential for future use will not be considered;
    - iii) property owners abutting the subject closed lane shall be given the first right of refusal to acquire the portion of the lane abutting their property to the middle of the lane (one-half the lane width). If that option is not exercised, the surplus land will be made available to the other abutting property owners. In general, the City will support any lane disposition that is agreed to by property owners and that eliminates or minimizes the creation of remnant parcels;
    - iv) the subject lane land will be offered to the abutting property owners for the nominal sum of \$1 with the City being responsible for all land transfer costs. The City will pay for the preparation of a reference plan and the property owner will be required to retain a lawyer to facilitate the transfer of the subject land. Subject to pre-approval by the City Solicitor, the City will be responsible for all reasonable legal fees and disbursements relating to the transfer. The property owner's lawyer must agree to provide an undertaking acceptable to the City Solicitor, committing to consolidating the property's Property Identification Numbers (PIN's) post conveyance, the cost of which will be included in the approved legal fees;
    - v) any required fence relocations and obstruction removal made necessary by the transfer of land will be the sole responsibility of the property owners; and,
    - vi) where circumstances prevent the lane or a portion thereof from being conveyed, the lane will be retained by the City and will continue to be available for use by the abutting property owners and be subject to the City's Lane Maintenance Policy until such time it can be disposed of;
- it being noted that subject to passing and registration of the above noted by-law, any utility easements shall be conveyed to utility owners if needed, and a municipal easement will be retained by the City if required. (2019-T09)

**Motion Passed**

- 15. (2.17) Award of Tender 19-64 - Mill and Overlay of Various City Streets - Irregular Result

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the

following actions be taken with respect to the award of contract for the Mill and Overlay of Various City of London Streets:

- a) the bid submitted by Dufferin Construction Company at their tendered price of \$760,875.00, excluding HST BE ACCEPTED, it being noted that the bid submitted by Dufferin Construction Company was an irregular result (only one bid received), however, was below the estimated expenditure and meets the City's specifications and requirements in all areas;
- b) the funding for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment;
- 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; 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. (2019-T04)

**Motion Passed**

16. (2.18) Closing of Isaac Drive (Relates to Bill No. 248)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to closing Isaac Drive north of Clayton Walk:

- a) the closing of Isaac Drive north of Clayton Walk BE APPROVED; and,
- b) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix 'A' closing Isaac Drive north of Clayton Walk BE INTRODUCED at the June 25th, 2019 Council Meeting;

it being noted that subject to the passing and registration of the above noted closing by-law in the Land Registry Office, utility easements shall be conveyed to utility owners as needed and the City will retain a municipal services easement over the lands to be conveyed. (2019-T09)

**Motion Passed**

17. (2.4) Single Source Procurement - Greenway Reheater

Motion made by: P. Squire

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the procurement of a replacement reheater at the Greenway Wastewater Treatment Plant:

a) the approval hereby BE GIVEN to enter into negotiations for the single source purchase of new reheater heat exchanger from Arvos Schmidtsche-Schack LLC;

b) the approval given herein BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with Arvos Schmidtsche-Schack LLC, to the satisfaction of the Managing Director, Environmental and Engineering Services and City Engineer, it being noted that there may not be sufficient time to adhere to the normal Committee and Council contract approval process due to escalating steel commodity prices resulting in limited price guarantees; and,

c) the approval hereby BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order relating to the subject matter of this approval. (2019-F17)

**Motion Passed**

18. (2.8) Amendments to the Traffic and Parking By-law (Relates to Bill No.s 245 and 246)

Motion made by: P. Squire

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-laws appended to the staff report dated June 18, 2019 as Appendix 'A' and 'B' BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T08)

**Motion Passed**

19. (2.9) 2020 Annual New Sidewalk Program

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the sidewalk candidates proposed for the 2020 Annual New Sidewalk Program BE ENDORSED for implementation in 2020;

it being noted that the Civic Works Committee received a communication from Councillor M. van Holst with respect to this matter. (2019-T04)

**Motion Passed**

20. (2.19) Work Approval Permit Program Enhancements

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and Managing Director, Development and Compliance Services and Chief Building Official, the Work Approval Permit Program BE MODIFIED in general accordance with the recommendations contained in the staff report dated June 18, 2019 and entitled "Work Approval Permit Program Enhancements";

it being noted that the proposed Work Approval Permit Program modifications may be further refined based on available resources and future adjustments that may be required;

it being further noted that proposed fee changes will be brought forward for consideration at a future Public Participation Meeting before the Strategic Priorities and Policy Committee as part of the annual review of City's Fees and Charges By-law;

it being further noted that the attached presentation from A. Salton, Manager, Zoning and Public Property Compliance and a communication from L. Landgon, CEO, London Home Builders Association with respect to the above matter, were received. (2019-P01)

**Motion Passed**

21. (4.1) 5th Report of the Transportation Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 5th Report of the Transportation Advisory Committee, from its meeting held on May 28th, 2019:

a) clause 2.1 of the above-noted Report BE REFERRED to the Civic Administration for review and report back to the Civic Works Committee; and,

b) clauses 1.1, 3.1-6.2, BE RECEIVED.

**Motion Passed**

22. (4.2) Councillor M. van Holst - Best Practices for Investing in Energy Efficiency and GHG Reduction

Motion made by: P. Squire

That Civic Administration BE REQUESTED to develop a set of guidelines to evaluate efficiency and Greenhouse Gas reduction investments and provide some suggested best practices. (2019-E17)

**Motion Passed**

23. (5.1) Deferred Matters List

Motion made by: P. Squire

That it BE NOTED that the Deferred Matters List as of June 17, 2019, was received.

**Motion Passed**

8.3 12th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 12th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.3) Proposed New Tree Protection By-law and Notice of Public Participation Meeting

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the proposed City of London Tree Protection By-law appended to the staff report dated June 17, 2019 as Appendix "A" BE REFERRED to a public participation meeting to be held at the Planning and Environment Committee on September 23, 2019 for the purpose of seeking public input on the proposed new by-law. (2019-E18)

**Motion Passed**

3. (2.4) Initiation Report - Urban Design Peer Review Panel Term of Reference Review

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Terms of Reference for the Urban Design Peer Review Panel:

- a) the staff report dated June 17, 2019, entitled "Initiation Report: Urban Design Peer Review Panel Terms of Reference Review" BE RECEIVED for information; and,
- b) Civic Administration BE DIRECTED to initiate a review of the Urban Design Peer Review Panel Terms of Reference. (2019-D32)

**Motion Passed**

4. (2.5) Application - Summerside Subdivision Phase 13B - Special Provisions 39T-92020-13B

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the subdivision of land over

Part of Lots 15 and 16, Concession 1, situated on the north side of Bradley Avenue, east of Highbury Avenue South;

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the Summerside Subdivision – Phase 13b (39T-92020) appended to the staff report dated June 17, 2019 as Appendix “A”, BE APPROVED;
- b) the applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated June 17, 2019 as Appendix “B”,
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 17, 2019 as Appendix “C”; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D12)

**Motion Passed**

- 5. (2.6) Application - 2700 Asima Drive - Exemption from Part-Lot Control (P-9063)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Rockwood Homes, to exempt Block 57, Plan 33M-699 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated June 17, 2019 BE INTRODUCED at a future Council meeting, to exempt Block 57, Plan 33M-699 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(2)) in Zoning By-law No. Z.-1, which permits street townhouse dwellings with a minimum garage front yard depth of 5.5m, a minimum exterior side yard main building depth of 3.0m and a minimum interior side yard depth of 1.5m;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 57, Plan 33M-699 as noted in clause (a) above:
  - i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
  - ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
  - iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with



the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;

iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;

vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;

vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;

viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;

ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;

x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;

xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;

xii) the applicant shall provide a draft transfer of the easements to be registered on title for the reciprocal use of parts 3 and 4 by parts 2 and 5; and,

xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part-Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2019-D25)

#### **Motion Passed**

6. (2.7) Application - 1020 Coronation Drive - Removal of Holding Provisions (H-9055) (Relates to Bill No. 252)

Motion made by: A. Hopkins

That on the recommendation of the Director, Development Services, based on the application by Town & Country Developments Inc., relating to the property located at 1020 Coronation Drive, the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend

Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R9 (h-89\*h-90\*h-91\*R9-7\*H45) Zone TO a Residential R9 (R9-7\*H45) Zone to remove the “h-89”, “h-90” and “h-91” holding provisions from the lands. (2019-D09)

**Motion Passed**

7. (2.8) Arva Sanitary Servicing Agreement Update

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to amending the servicing agreement between the City of London and Municipality of Middlesex Centre to increase sanitary servicing capacity for the community of Arva:

- a) the staff report dated June 17, 2019, entitled "Arva Sanitary Servicing Agreement Update" BE RECEIVED for information;
- b) NO FURTHER ACTION BE TAKEN to amend the current servicing agreement between the City of London and the Municipality of Middlesex Centre to increase sanitary servicing capacity for the Arva Sanitary Servicing Area; and,
- c) the Civic Administration BE DIRECTED to participate in and comment on the Arva servicing area municipal wastewater treatment facility Environmental Assessment to ensure that any concerns of the City of London are addressed through that process. (2019-E01)

**Motion Passed**

8. (2.9) 1156 Dundas Street - Property Tax Assistance By-law Extension Report (Relates to Bill No. 243)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application made under the Community Improvement Plan for Brownfield Incentives by McCormick Villages Inc. (“McCormick Villages”), relating to the property located at 1156 Dundas Street:

- a) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix “A” being “A by-law to amend By-law No. C.P.-1520-548 being “A by-law to cancel a portion of the Municipal and Education taxes at 1156 Dundas Street” by changing the time period by which the Owner is required to file a record of site condition in the Environmental Site Registry” BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019”; and,
- b) subject to the enactment of the by-law noted in a) above, the Civic Administration BE DIRECTED to forward the above-noted by-law and related Municipal Council resolution, with an appropriate covering letter, to the Minister of Finance for consideration. (2019-F22A)

**Motion Passed**

9. (2.1) Housing Supply: Defining Permit Ready Lots

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Permit Ready Lot Working Group:

- a) the staff report dated June 17, 2019 entitled "Housing Supply: Defining Permit Ready Lots", outlining the output and analysis reviewed as part of the Permit Ready Lot Working Group BE RECEIVED for information; and,
- b) the Civic Administration BE DIRECTED to prepare an Annual Development Report as an information and monitoring tool, summarizing development metrics for the previous year, forecasts of near-term growth and progress regarding continuous improvement initiatives, it being noted that the first Annual Development Report will be published by the end of the first quarter of 2020. (2019-D04)

**Motion Passed**

10. (2.2) Affordable Housing Development Planning Toolkit Update (18 AFF)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with regard to the Affordable Housing Development Toolkit:

- a) the Civic Administration BE DIRECTED to prepare and develop the new tools of the Affordable Housing Development Toolkit, as identified in the staff report dated June 17, 2019, entitled "Affordable Housing Development: Planning Toolkit Update";
- b) the above-noted report BE CIRCULATED to stakeholders, agencies, and community groups including, but not limited to the London Development Institute, London Home Builders Association, Urban League, London Middlesex Community Housing and Housing Development Corporation London;

it being noted that the results of consultations regarding the Toolkit will also inform the development of the Affordable Housing Community Improvement Plan. (2019-S11)

**Motion Passed**

11. (3.1) Request for Council Resolution, under Section 45 (1.4) of the Planning Act, 1990 - 3080 Bostwick Road: Site 5

Motion made by: A. Hopkins

That, the following actions be taken with respect to the property located at Site 5, 3080 Bostwick Road:

- a) on the recommendation of the City Clerk, the staff report dated June 17, 2019 entitled "Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990 - 3080 Bostwick Road, Site 5" BE RECEIVED for information; and,

b) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by S. Allen, MHBC Planning Urban Design and Landscape Architecture, on behalf of 731675 Ontario Limited for the property located at Site 5, 3080 Bostwick Road;

it being noted that the Planning and Environment Committee heard a verbal delegation and reviewed and received the attached presentation from S. Allen, MHBC Planning Urban Design and Landscape Architecture, with respect to this matter. (2019-D09)

### **Motion Passed**

12. (3.2) Application - 3493 Colonel Talbot Road - Zoning By-law Amendments (OZ-9032) (Relates to Bill No.s 239, 240 and 253)

Motion made by: A. Hopkins

That, the following actions be taken with respect to the application by 2219008 Ontario Ltd, relating to the property located at 3493 Colonel Talbot Road:

a) the proposed attached, revised, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend the Official Plan to change Section 20.5 in the Southwest Area Secondary Plan by ADDING a policy to section 20.5.10.1.iii – “North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity”;

b) the proposed attached, revised, by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend The London Plan to change section 1565\_5 by ADDING a policy to section 20.5.10.1.iii – “North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity”;

c) the proposed attached, revised, by-law BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Residential R1 Special Provision (R1-8(5)) Zone and a holding Residential R1 Special Provision (h\*h-100\*R1-8(5)) TO a Residential R1 Special Provision/Residential R1 Special Provision (R1-8(5)/R1-8(\_)) Zone and a holding Residential R1 Special Provision/Residential R1 Special Provision (h\*h-100\*R1-8(5)/R1-8(\_)) Zone;

d) pursuant to Section 34(17) of the Planning Act, no further notice be given as the amendments to the proposed by-laws are minor in nature;

it being noted that the Planning and Environment Committee reviewed and received the attached communication dated June 14, 2019, from A. Soufan, President, York Developments, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the proposed amendment is consistent with the Provincial Policy Statement, which promotes appropriate residential land use within settlement areas;
- the proposed amendments conform to the North Lambeth Neighbourhood and low and medium density designations of the Southwest Area Secondary Plan, and will implement an appropriate form of residential development for the site;
- the proposed amendments conform to the policies of the Neighbourhoods Place Type and all other applicable policies of The London Plan;
- the proposed amendments conform to the policies of the Low Density Residential, and Multi-Family, Medium Density Residential designation of the Official Plan (1989); and,
- the proposed zoning by-law amendments will provide adequate regulations to mitigate the projection of garages beyond the main dwelling façade for courtyard dwellings and will provide flexibility for housing form and layout. (2019-D09)

### **Motion Passed**

13. (3.3) Old East Village Dundas Street Corridor Secondary Plan (O-8879) (Relates to Bill No. 241 and 242)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the Old East Village Dundas Street Corridor Secondary Plan:

- a) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend the Official Plan, 2016, The London Plan, to adopt The Old East Village Dundas Street Corridor Secondary Plan, appended to the staff report dated June 17, 2019 as Schedule 1;
- b) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend the Official Plan, 2016, The London Plan, to add the Old East Village Dundas Street Corridor Secondary Plan to Policy 1565, the list of adopted Secondary Plans; and,
- c) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "C" BE INTRODUCED at a future Municipal Council meeting to amend the Official Plan, 2016, The London Plan at such time as Map 7 is in full force and effect by ADDING the Old East Village Dundas Street Corridor Secondary Plan to Map 7 – Specific Policy Areas.

it being noted that the Old East Village Dundas Corridor Secondary Plan may be amended at a future date, in accordance with the provisions of the Planning Act, to ensure that the Secondary Plan conforms to any changes to the Planning Act arising from the More Homes, More Choice Act, 2019 (Bill 108);

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

communications dated June 11, 2019 and 13, 2019, from S. Allen, Partner, MHBC; and,

a communication dated February 22, 2019, from W. Wake, Chimney Swift Liaison for Nature London;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2014, which:
  - promotes opportunities for intensification and redevelopment where this can be appropriately accommodated, as well as new development within the existing built-up area that promotes compact form and a mix of uses and densities that allow for the efficient use of land, infrastructure, and public service facilities.
  - promotes healthy, active communities by planning public streets, spaces, and facilities to be safe, meet the needs of pedestrians, foster social interaction and facilitate active transportation and community connectivity;
  - directs transportation and land use considerations to be integrated in all stages of the planning process; and,
  - supports long term-economic prosperity by maintaining and enhancing the vitality and viability of mainstreets as well as encouraging a sense of place by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes;
- the recommended amendments are consistent with the policies of The London Plan that provide direction to prepare a Secondary Plan where there is a need to elaborate on the parent policies of The London Plan, as well as identify Rapid Transit Corridors and Urban Corridors as having the potential to require a Secondary Plan to guide their transition; and,
- the recommended amendments support the continued revitalization of the Dundas Street and King Street corridors. (2019-D08)

#### **Motion Passed**

14. (3.4) Application - 945 Bluegrass Drive (Z-9020) (Relates to Bill No. 254)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Gateway Church, relating to the property located at 945 Bluegrass Drive:

- a) consistent with Policy 19.1.1. of the Official Plan, the subject lands, representing a portion of 945 Bluegrass Drive, BE INTERPRETED to be located within the Multi-Family, Medium Density Residential designation;

b) the proposed, revised, attached by-law BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding Community Facility Special Provision (h\*h-1\*h-18\*CF1(3)/CF3(1)\*D40\*H12) Zone and Urban Reserve (UR3) Zone TO a Residential R8 Special Provision (R8-1(\_\_\_)) Zone and an Open Space (OS1) Zone; and,

c) Civic Administration BE DIRECTED to consider a Specific Policy to the Neighbourhoods Place Type in The London Plan for the property at 945 Bluegrass Drive to permit low-rise apartment buildings up to three-storeys;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated February 24, 2019, from L. and A. Lefebvre, 1980 Cherryhill Trail; it being noted that two petitions signed by approximately 25 people is on file in the City Clerk's Office;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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, 2014;
- the recommended amendment is in conformity with the Key Directions of The London Plan;
- the recommended amendment is in conformity with the 1989 Official Plan; and,
- the recommended amendment facilitates the development of an underutilized site with an appropriate form of development. (2019-D09)

### **Motion Passed**

15. (3.5) Application - Victoria Park Secondary Plan - Draft Secondary Plan (O-8978)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner:

a) The Draft Victoria Park Secondary Plan, appended to the staff report dated June 17, 2019 as Appendix "A" BE RECEIVED for information purposes;

b) The Draft Victoria Park Secondary Plan BE CIRCULATED for further public engagement with the community and stakeholders;

it being noted that the feedback received through this consultation process, the outcome of supporting and informing studies, and the implementation of any changes to the Planning Act arising from the More Homes, More Choices Act, 2019 (Bill 108) will feed into a revised Victoria Park Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration and approval of Municipal Council at a future Public Participation

Meeting of the Planning and Environment Committee in the fourth quarter of 2019;

it being further noted that the Planning and Environment Committee reviewed and received a communication from B. Lansink, Woodfield Ratepayers Association, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2019-D08)

**Motion Passed**

16. (4.1) Standard Form Railway Overpass Sign Licence Agreement (Relates to Bill No. 234)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the proposed by-law appended to the staff report dated June 17, 2019 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to:

- a) approve the standard form Railway Overpass Sign Licence Agreement to be entered into between The Corporation of the City of London, the Property Owner of the railway overpass, and corporations who wish to erect signs on railway overpasses, pursuant to Sign By-law No. S.-5868-183, as amended;
- b) delegate authority to the Chief and Deputy Chief Building Official and their designate, to approve entering into the Railway Overpass Sign Licence Agreement with corporations to allow an encroachment on or over City public road allowance for railway overpass signs pursuant to Sign By-law No. S.-5868-183, as amended; and,
- c) delegate authority to the Mayor and Clerk to execute such agreements as approved in b) above. (2019-T07)

**Motion Passed**

17. (4.2) 660 Sunningdale Road East

Motion made by: A. Hopkins

That M. Clawson, Clawson Group Inc., BE GRANTED delegation status at the July 22, 2019 Planning and Environment Committee meeting relating to the application by Extra Realty Limited, with respect to the property located at 660 Sunningdale Road East. (2019-D13)

**Motion Passed**

- 8.4 7th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 7th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 9(2.5), 10(3.1) and 11(3.2).



Yeas: (13): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

Councillor M. Salih discloses pecuniary interests in Items 4.1 and 4.2 of this Report, having to do with the Impact of Social Assistance Changes on the Community and the City of London Budget and the Impact of Cuts to Legal Aid on the Community and the City of London Budget, respectively, by indicating that he works for the federal government.

**Motion Passed**

2. (2.4) Community Homelessness Prevention Initiative - Amended By-law (Relates to Bill No. 231)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated June 17, 2019, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to amend By-law No. A.-6955-156 being "A By-law with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives" by deleting reference to the position "Managing Director, Neighbourhood, Children & Fire Services" and by replacing it with the position "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in Service Area responsibility for Homelessness Initiatives. (2019-S14/P01)

**Motion Passed**

3. (2.6) Award of Consultancy Services for Comprehensive Risk Assessment and Fire Master Plan

Motion made by: M. Cassidy

That, on the recommendation of the Fire Chief, London Fire Department and the Managing Director of Neighbourhood, Children and Fire Services, the following actions be taken with respect to the Award of Consultancy Services for Comprehensive Risk Assessment and Fire Master Plan:

- a) the overview of the London Fire Department's proposed Comprehensive Community Risk Assessment and Fire Master Plan project BE RECEIVED;
- b) the submission by Emergency Management & Training Inc., 65 Cedar Pointe Drive, Suite 144, Barrie, Ontario, L4N 9R3, to provide consulting services for Comprehensive Risk Assessment and Fire Master Plan for \$150,374.00, (excluding HST), BE ACCEPTED in accordance with Section 12 of the City of London's Procurement of Goods and Services Policy;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report, as appended to the staff report dated June 17, 2019; and,

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project. (2019-P03)

**Motion Passed**

4. (2.7) Administrative Monetary Penalty By-law (Relates to Bill No. 238)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated June 17, 2019, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to amend by-law No. A.-54, being "A by-law to implement an Administrative Monetary Penalty System in London" to implement an Administrative Monetary Penalty System for parking and by-law infractions, by amending the effective date set out in section 12.1 of the by-law from May 1, 2019 to November 1, 2019. (2019-P01)

**Motion Passed**

5. (2.8) 5th Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 5th Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on May 23, 2019:

a) the Civic Administration BE ADVISED that the Community Safety and Crime Prevention Advisory Committee (CSCP) expressed its support for the potential implementation of automated speed enforcement in community safety zones and school zones; it being noted that the CSCP heard a verbal presentation from S. Maguire, Division Manager, Roadway Lighting & Traffic Control, with respect to this matter;

b) Councillors P. van Meerbergen and M. van Holst; and G. Tucker, Communications Specialist, BE THANKED for their support of the Community Safety and Crime Prevention Advisory Committee Community Safety Week that was held May 6 to 11, 2019; and,

c) clauses 1.1, 3.1 and 5.2, BE RECEIVED.

**Motion Passed**

6. (2.1) Canada-Ontario Community Housing Initiative (CHOHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement (Relates to Bill No.s 232 and 233)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Canada-Ontario Community Housing Initiative (CHOCI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement:

- a) the proposed by-law, as appended to the staff report dated June 17, 2019 as Appendix A, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to:
  - i) approve the Ontario Transfer Payment Agreement, as appended to the above-noted by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing, and The Corporation of the City of London;
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
  - iii) approve the Canada-Ontario Community Housing Initiative (CHOCI) and Ontario Priority Housing Initiative (OPHI) Housing Provider Contribution Agreement, satisfactory to the City Solicitor, between The Corporation of the City of London and the Housing Provider;
  - iv) authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the above-noted Housing Provider Contribution Agreement; and,
  - v) authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Investment Plan and/or any other document and report in furtherance of the above-noted Agreement; and,
- b) the revised attached proposed by-law, Appendix B, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to delegate to the Housing Development Corporation, London the duties of the City as the Service Manager contained in Schedule "A" of the Ontario Transfer Payment Agreement for the Ontario Priorities Housing Initiatives between The Corporation of the City of London and the Ministry of Municipal Affairs and Housing, as it relates to the administrative and development activities for capital development within the "Rental Housing Component";

it being noted that the City, as Service Manager, will retain responsibilities for ongoing operational compliance following construction and initial rent-up of the housing projects. (2019-S11/F11)

**Motion Passed**

7. (2.2) Homeless Prevention and Housing Plan - 5 Year Review and Update Process

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Homeless Prevention and Housing Plan 5 Year Review and Update:

- a) the staff report, dated June 17, 2019, BE RECEIVED with respect to this matter;

b) the above-noted staff report BE CIRCULATED to stakeholders, agencies, and community groups including, but not limited to: the London Housing Advisory Committee, London Middlesex Community Housing; London Homeless Coalition and Housing Development Corporation, London; and,

c) the Civic Administration BE REQUESTED to report back at the next meeting of the Community and Protective Services Committee on the backlog of vacant unit repairs, with a financial cost and possible sources of funding to complete all repairs prior to the end of the calendar year;

it being noted that staff are currently consulting with the community with respect to the Homeless Prevention and Housing Plan update and the Civic Administration will return to Municipal Council with results of the engagement and a draft of the City's new Plan in fall of 2019. (2019-S14)

**Motion Passed**

8. (2.3) Employment Ontario Transformation - Service System Manager Competition

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated June 17, 2019 related to the Employment Ontario Service Transformation and Service System Manager Competition:

a) the Managing Director, Housing, Social Services, and Dearness Home or their designates BE AUTHORIZED to take any steps that may be required for the City of London to participate in the selection process should the London Economic Region be selected as a prototype location as part of the Service System Manager for Employment Ontario competitive process; and,

b) the Civic Administration BE DIRECTED to provide appropriate reports and updates to Municipal Council regarding the Ontario Works – Employment Ontario Transformation, as information becomes available. (2019-S17)

**Motion Passed**

12. (3.3) Parks and Recreation Master Plan Update

Motion made by: M. Cassidy

That, on the recommendation of the Managing Directors of Parks and Recreation and Neighbourhood, Children and Fire Services, the following actions be taken with respect to the Draft Parks and Recreation Master Plan:

a) the above-noted Plan BE ADOPTED;

b) the Civic Administration BE DIRECTED to proceed with implementation of the Plan; it being noted that any/all implementation will be subject to funding through the multi-year budget process; and,

c) the Civic Administration BE DIRECTED to continue to consult with the Environmental and Ecological Planning Advisory

Committee (EEPAC) and the Accessibility Advisory Committee (ACCAC) as the above-noted plan is implemented;

it being noted that the Civic Administration will undertake to provide a glossary of terms for use and inclusion in future iterations of the Master Plan;

it being further noted that verbal delegations from S. Levin, EEPAC and J. Madden, ACCAC, with respect to this matter, were received. (2019-R04)

#### **Motion Passed**

13. (4.1) Impact of Social Assistance Changes on the Community and the City of London Budget

Motion made by: M. Cassidy

That the following actions be taken with respect to a request for delegation status from M. Laliberte, Neighbourhood Legal Services, related to the Impact of Social Assistance Changes on the Community and the City of London Budget:

a) the delegation request from M. Laliberte, Neighbourhood Legal Services, BE APPROVED;

b) the Mayor BE REQUESTED to advise the Premier of Ontario and the Minister of Children, Community and Social Services of the City of London's request that the Province review and rescind the decision to change the definition of disability in the Ontario Disability Support Program Act; and,

c) the Mayor BE REQUESTED to advise the Federal Government, the Premier of Ontario and the Minister of Children, Community and Social Services of the City of London's request that the Province review the decision to eliminate the Transition Child Benefit;

it being noted that communications from M. Laliberte, Neighbourhood Legal Services and A. Oudshoorn, London Homeless Coalition, as well as the attached presentation from M. Laliberte, with respect to this matter, were received in addition to the above-noted delegation. (2019-S04/F11)

#### **Motion Passed**

14. (4.2) Impact of Cuts to Legal Aid on the Community and the City of London Budget

Motion made by: M. Cassidy

That the following actions be taken with respect to a request for delegation status from L. Burns and C. McMullan, Neighbourhood Legal Services, related to the Impact of Cuts to Legal Aid on the Community and the City of London Budget:

a) the delegation request from L. Burns and C. McMullan, Neighbourhood Legal Services, BE APPROVED; and,

b) the Mayor BE REQUESTED to advise the Premier of Ontario and the Attorney General of Ontario of the City of London's request that the Province:

- i) promote access to justice by ensuring front-line services are not decreased; and,
- ii) review the time-frame and targets for implementing reductions to Legal Aid;

it being noted that it would not be possible to maintain current services with additional reductions;

it being further noted that a communication and delegation from L. Burns and C. McMullan, Neighbourhood Legal Services, with respect to this matter, were received. (2019-F11)

**Motion Passed**

15. (4.3) Affordable Housing - People's Forum on Housing

Motion made by: M. Cassidy

That the communication from C. Stroud, People's Forum on Housing (London, Ontario), with respect to affordable housing, BE RECEIVED;

it being noted that the above-noted submission, dated June 4, 2019 with respect to this matter, included a petition of support with 122 signatures.(2019-S11)

**Motion Passed**

16. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the following actions be taken with respect to the Deferred Matters List for the Community and Protective Services Committee (CPSC), as at June 10, 2019:

- a) the Civic Administration BE DIRECTED to provide an update on Item 9 on the Deferred Matters List, having to do with a Towing Services Review, at the next meeting of the CPSC; and,
- b) the above-noted Deferred Matters List BE RECEIVED.

**Motion Passed**

9. (2.5) London Strengthening Neighbourhoods Strategy - Neighbourhood Decision Making Program

Motion made by: S. Hillier

Motion to approve part a) of the recommendation:

That the Civic Administration BE DIRECTED to make the following changes to the Neighbourhood Decision Making (NDM) Program for 2019:

- a) an idea cannot be submitted for the same address in back to back years;

His Worship the Mayor rules that a proposed amendment to part a) regarding submission of ideas in subsequent years is not contrary to the existing part a).

**Amendment:**

Motion made by: J. Helmer  
Seconded by: M. van Holst

That part a) be amended to read as follows:

a) an idea cannot be submitted for an address, which received funding in the prior year;

Yeas: (11): Mayor E. Holder, M. van Holst, J. Helmer, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (2): M. Cassidy, and A. Hopkins

**Motion Passed (11 to 2)**

**Amendment:**

Motion made by: S. Hillier  
Seconded by: P. Van Meerbergen

That part a), as amended, BE APPROVED.

Yeas: (6): M. van Holst, J. Helmer, P. Squire, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Nays: (7): Mayor E. Holder, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelozza

**Motion Failed (6 to 7)**

Motion made by: S. Hillier

Motion to approve part b):

b) a cap on funding to an individual project at \$30,000;

it being noted that a staff report dated June 17, 2019, from the Managing Director, Neighbourhood, Children and Fire Services, with respect to this matter, was received.

Yeas: (13): Mayor E. Holder, M. van Holst, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (13 to 0)**

Clause 9, as amended, reads as follows:

That the Civic Administration BE DIRECTED to amend the Neighbourhood Decision Making (NDM) Program for 2019 by placing a cap on funding to an individual project at \$30,000; it being noted that a staff report dated June 17, 2019, from the Managing Director, Neighbourhood, Children and Fire Services, with respect to this matter, was received.

10. (3.1) Homelessness Crisis in London

Motion made by: M. Cassidy

That the attached presentation and handout from M. Wills, Crouch Neighbourhood Resource Centre, with respect to the Homelessness Crisis in London, BE RECEIVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

11. (3.2) London For All Update

At 6:05 PM Councillor S. Lewis returns to the meeting.

Motion made by: M. Cassidy

That the following actions be taken with respect to the London for All Update:

- a) Members of Municipal Council BE APPOINTED to participate in discussions with representatives from London For All and local First Nations leaders and Indigenous-led organizations to discuss the “Strengthen relationships and increase partnerships between municipal leaders, Indigenous peoples and community partners to create an Indigenous poverty strategy” set out in the “London For All - A Roadmap to End Poverty”; and,
- b) the London for All update document and presentation, as appended to the agenda, submitted by R. Riddell, United Way Elgin Middlesex, as well as verbal delegations from R. Riddell, E. Todd, D. Peckham, M. Easton and K. Ziegner, London for All, BE RECEIVED. (2019-S12)

**Amendment:**

Motion made by: S. Turner

Seconded by: S. Lewis

That item 11(3.2) BE AMENDED to read as follows:

That the following actions be taken with respect to the London for All Update:

- a) that Councillors M. Cassidy and E. Pelozza BE APPOINTED to participate in discussions with representatives from London For All and local First Nations leaders and Indigenous-led organizations to discuss the “Strengthen relationships and increase partnerships between municipal leaders, Indigenous peoples and community partners to create an Indigenous poverty strategy” set out in the “London For All - A Roadmap to End Poverty”; and,
- b) the London for All update document and presentation, as appended to the agenda, submitted by R. Riddell, United Way Elgin Middlesex, as well as verbal delegations from R. Riddell, E. Todd, D. Peckham, M. Easton and K. Ziegner, London for All, BE RECEIVED. (2019-S12)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

Motion made by: M. Cassidy

Seconded by: E. Pelozza



Item 11, as amended.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

Item 11, as amended, reads as follows:

That the following actions be taken with respect to the London for All Update:

a) that Councillor M. Cassidy and Councillor E. Pelozza BE APPOINTED to participate in discussions with representatives from London for All and local First Nations leaders and Indigenous-led organizations to discuss the “Strengthen relationships and increase partnerships between the municipal leaders, Indigenous peoples and community partners to create an Indigenous poverty strategy” set out in the “London for All – A Roadmap to End Poverty”; and,

b) the London for All update document and presentation, as appended to the Agenda, submitted by R. Riddell, United Way Elgin Middlesex, as well as verbal delegations from R. Riddell, E. Todd, D. Peckham, M. Easton and K. Ziegner, London for All, BE RECEIVED. (2019-S12)

**2. Recognitions**

2.2 2019 Tim Hickman Health and Safety Scholarship

His Worship the Mayor recognizes Katelyn Rieger as the recipient of the 2019 Tim Hickman Health and Safety Scholarship.

**9. Added Reports**

9.1 13th Report of Council in Closed Session

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

1. Property Acquisition – 99.5 Stanley Street – Wharncliffe Road South Improvements Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Division Manager, Transportation Planning and Design and the Director, Roads and Transportation, on the advice of the Manager of Realty Services, with respect to the property located at 99.5 Stanley Street, further described as Part Lots 17 and 18, Plan 26(4th), Part 1, 3, and 4, Plan 32R32, subject to Instrument LC168915 in the City of London, County of Middlesex, being PIN 083230044, as shown on the location map attached, for the purpose of future road improvement to accommodate the Wharncliffe Road South Improvements Project, the following actions be taken:

a) the offer submitted by Lukasz Skalski and Rachel Sansone, to sell the subject property to the City, for the sum of \$756,000.00, BE ACCEPTED, subject to the following conditions:

i) the City having until 4:30 p.m. on August 30, 2019 to examine title to the property;

ii) the City having until 4:30 p.m. on August 30, 2019 to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the property;

- iii) the City having until August 30, 2019 to complete an inspection of the property, at the City's expense, and obtaining any report(s) satisfactory to the purchase in the City's sole and absolute discretion;
- iv) the City agreeing to reimburse on completion, the mortgage penalty discharge cost (the "Mortgage Discharge Cost") incurred by the Vendors to discharge the mortgage from the property at the time of completion;
- v) the City agreeing to pay the Vendors' reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment;
- vi) the City agreeing to pay on completion of this transaction, a further sum of \$10,000.00 payable to the Vendors as full and final payment for all of the Vendors' moving costs;
- vii) the Vendors agree to provide to the City all copies of the leases for the subject property within five (5) business days of the acceptance of this agreement;
- viii) the City agreeing that the Vendors may remain as a tenants at the subject property for a period of six (6) months rent free commencing from the date of closing of this transaction; and
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

2. Offer to Purchase Industrial Land and Option Agreement – Cardiff Products Corporation – Part Block 1, Plan 33M-627 – Innovation Park, Phase III

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City owned industrial land located in Innovation Park, Phase III, containing approximately 6.61 acres, located on the north side of Discovery Drive, legally described as Part of Block 1, Plan 33M-627 (Part 2, Plan 33R-18098), as shown on the sketch attached hereto as Appendix "A", the following actions be taken:

- a) the Agreement of Purchase and Sale (the "Agreement") submitted by Cardiff Products Corporation (the "Purchaser") to purchase the subject property from the City, at a purchase price of \$462,700.00 (reflecting a sale price of \$70,000.00 per acre), attached as Appendix "B", BE ACCEPTED;
- b) the Purchaser be allowed ninety (90) days from the date of acceptance of this agreement to examine title at the Purchaser's own expense;
- c) the Purchaser be allowed ninety (90) days from the date of acceptance of this agreement to carry out soil tests as it might reasonably require;
- d) the Purchaser be allowed ninety (90) days from the date of acceptance of this agreement to conduct environmental inspections and investigations of the property;
- e) the Purchaser satisfying itself, within ninety (90) days from the date of acceptance, of the geotechnical condition of the property;
- f) the City obtaining approval of the Purchaser's proposed use from Dr. Oetker within ninety (90) days of the acceptance of this agreement;
- g) the City having ninety (90) days from the date of acceptance of this agreement to terminate the existing Farm Lease Agreement with the farm tenant; and

h) the City agreeing to provide to the Purchaser all documents within possession for the property (being surveys, reports etc.) within five (5) days from the acceptance of this Agreement.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

## 9.2 3rd Report of the Audit Committee

Motion made by: J. Helmer

That the 3rd Report of the Audit Committee BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

### 1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

### 2. (4.1) 2018 Financial Audit

Motion made by: J. Helmer

That the following actions be taken with respect to the 2018 Financial Audit and Audit Findings Report 2018, as prepared by KPMG:

a) the 2018 Financial Report of The Corporation of the City of London BE RECEIVED; and

b) the Audit Findings Report for the year ending December 31, 2018 BE RECEIVED;

it being noted that the Audit Committee received the attached presentation from the Director, Financial Services and a presentation from KPMG with respect to these matters, including the attached revised Summary of Audit Misstatements Schedule;

it being further noted that attached revised amendments identified by the Director, Financial Services will be incorporated into the final 2018 Financial Report.

**Motion Passed**

### 3. (4.2) Progress Memorandum: Class Replacement Pre-Implementation Project Review

Motion made by: J. Helmer

That the communication dated June 7, 2019 from Deloitte, regarding the progress memorandum: class replacement pre-implementation project review BE RECEIVED.

**Motion Passed**

4. (4.3) January - December 2019 Internal Audit Dashboard as at June 10, 2019

Motion made by: J. Helmer

That the communication from Deloitte, regarding the January - December 2019 internal audit dashboard as of June 10, 2019, BE RECEIVED.

**Motion Passed**

5. (4.4) Audit Committee Observation Summary as at June 10, 2019

Motion made by: J. Helmer

That the Observation Summary from Deloitte, as of June 10, 2019, BE RECEIVED.

**Motion Passed**

6. (4.5) Internal Audit Summary Update Memo

Motion made by: J. Helmer

That the memo dated June 7, 2019, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

**Motion Passed**

- 9.3 15th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 15th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding part e) of clause 3.3.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

Councillor J. Morgan discloses a pecuniary interest in Item 3.3 e) having to do with consideration of appointments to the London Hydro Inc. Board of Directors, by indicating that one of the applicants has role in his employment performance assessment with Western University.

**Motion Passed**

2. (2.1) London Economic Development Corporation Purchase of Services Amending Agreement

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the following actions be taken with respect to the City of London Agreement with the London Economic Development Corporation:

- a) in accordance with the City of London Procurement of Goods and Services Policy, Section 20.3 (e) Contract Amendments, the proposed by-law appended to the staff report dated June 24, 2019 as Appendix A, BE INTRODUCED at the Municipal Council meeting of June 25, 2019 to:
  - i) approve an Amending Agreement with the London Economic Development Corporation, extending the Purchase of Services Agreement to December 31, 2019;
  - ii) authorize the Mayor and Clerk to sign the Amending Agreement;
- b) the Civic Administration BE DIRECTED to continue to work with the London Economic Development Corporation on a new Agreement for Council's consideration, prior to the expiry of the above-noted Amending Agreement.

**Motion Passed**

3. (3.1) Housing Development Corporation, London - 2018 Annual Meeting of the Shareholder Annual Resolutions

Motion made by: J. Helmer

That the following actions be taken with respect to the 2018 Annual General Meeting of the Housing Development Corporation, London:

- a) the presentation by D. Brouwer, Board Chair and S. Giustizia, President and CEO, Housing Development Corporation, London BE RECEIVED;
- b) on the recommendation of the City Manager, the proposed by-law appended to the staff report dated June 24, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held June 25, 2019 to:
  - i) ratify and confirm the Annual Resolution of the Shareholder of Housing Development Corporation, London appended to the staff report dated June 24, 2019 as Schedule "A" to the by-law;
  - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of Housing Development Corporation, London attached as Schedule "A" to the by-law;
- c) the Housing Development Corporation, London - 2018 Shareholder Update and Strategic Plan 2019-2013 BE RECEIVED;
- d) the financial statements of the Housing Development Corporation, London year ended December 31, 2018 BE RECEIVED; and

e) the communication dated February 12, 2019 from S. Giustizia, President and CEO, Housing Development Corporation, London regarding appointments BE RECEIVED.

**Motion Passed**

4. (3.2) London & Middlesex Community Housing - 2018 Annual Meeting of the Shareholder Annual Resolutions

Motion made by: J. Helmer

That the following actions be taken with respect to the London & Middlesex Community Housing Inc.:

a) the attached presentation by S. Quigley, Chair and M. Allen-Easton, Vice Chair, London & Middlesex Community Housing BE RECEIVED;

b) the proposed by-law appended to the staff report dated June 24, 2019 as Appendix "A", "A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc." BE INTRODUCED at the Municipal Council Meeting to be held on June 25, 2019, to amend the composition of the Board from nine (9) directors to eleven (11) directors of which an additional citizen-at-large and an additional Member of Municipal Council is to be elected to the Board, resulting in a Board comprised of two (2) members of London City Council, one (1) member of Middlesex County Council and eight (8) citizens-at-large;

c) the proposed by-law appended to the staff report dated June 24, 2019 as Appendix "B" BE REFERRED to a future meeting for consideration;

d) the My Place to Call Home Annual Report 2018 BE RECEIVED;

e) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2018 BE RECEIVED;

f) the communication dated April 3, 2019 from J. Browne, CEO, London & Middlesex Community Housing Ind. regarding reappointment BE RECEIVED;

g) the attached presentation from J. Browne, CEO, London & Middlesex Community Housing Inc. regarding Regeneration - Housing our Future BE RECEIVED and the Civic Administration BE DIRECTED to strike a "Champions Table" to define the necessary municipal tools, resources, and provide multi-disciplinary expertise to support the working group to advance the next steps associated with the Regeneration Process;

h) the added communication dated June 20, 2019 from S. Quigley, Board Chair, London & Middlesex Community Housing Inc. regarding board appointments BE RECEIVED; and,

i) the Civic Administration BE DIRECTED to continue to work with LMCH, specifically with respect to regeneration plans.

**Motion Passed**

5. (3.3) London Hydro Inc. - 2018 Annual Meeting of the Shareholder Annual Resolutions

That the following actions be taken with respect to the 2018 Annual General Meeting of London Hydro Inc.;

- a) the presentation by V. Sharma, CEO and G. Valente, Board Chair, London Hydro Inc., BE RECEIVED;
- b) the 2018 Report on Progress BE RECEIVED;
- c) the 2018 Report on Financials BE RECEIVED;
- d) the communication dated May 30, 2019 from C. Graham, Vice Chair, Board of Directors, London Hydro Inc. and a communication dated April 12, 2019 from G. Valente, Chair, Board of Directors, London Hydro Inc. regarding appointments BE RECEIVED;
- f) Class I Directors, Gabe Valente and Jack Smit, whose terms are expiring, BE APPOINTED to the Board of London Hydro Inc.;
- g) the remaining Class II, III and IV Directors whose terms are expiring, BE REAPPOINTED to the board of London Hydro Inc.

**Motion Passed**

6. (4.1) 3rd Report of the Governance Working Group

Motion made by: J. Helmer

That the following actions be taken with respect to the 3rd Report of the Governance Working Group, from its meeting held on May 6, 2019:

- a) on the recommendation of the City Clerk, the City Clerk BE DIRECTED to make the necessary arrangements to present the proposed by-law appended to the staff report dated May 6, 2019 as Appendix "A", at a Public Participation Meeting before the Corporate Services Committee to amend Council Procedure By-law A-50, as amended, to clarify that Members of Council who are not a member of a standing committee may participate in the debate with respect to a matter before the standing committee;
- b) the City Clerk BE DIRECTED to bring forward to the next meeting of the Governance Working Group (GWG) proposed procedures with respect to the provision of an electronic voting system to consider public appointments to Advisory Committees, Boards and Commissions for further consideration that would include the following:
  - i) the ability to include brief profiles of the applicants;
  - ii) provision of run-off capabilities based on the elimination of the applicant with the lowest vote;
  - iii) the capacity to provide for run-offs where multiple applicants are to be appointed;

it being noted that the Governance Working Group (GWG) received a demonstration of the proposed electronic voting system from the Deputy Clerk; and

- c) clauses 1.1 and 1.2 BE RECEIVED.

**Motion Passed**

7. (4.2) Resignation from Councillor S. Lewis from the Middlesex-London Food Policy Council

Motion made by: J. Helmer

That the communication dated June 24, 2019 from Councillor Shawn Lewis resigning his appointment to the Middlesex-London Food Policy Council BE ACCEPTED.

**Motion Passed**

5. (3.3) London Hydro Inc. - 2018 Annual Meeting of the Shareholder Annual Resolutions

Motion made by: J. Helmer

Motion to approve part e) of clause 3.3

e) for the purpose of retaining a strong engineering skillset on the Board of London Hydro Inc., the following candidates BE INTERVIEWED, by the Corporate Services Committee, for the class III director position made vacant by the retirement of Mohan Mathur:

Ayman Abu Sharkh  
Andrew Hrymak  
Sarah Shortreed  
John Tapics

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): J. Morgan

**Motion Passed (13 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: A. Hopkins  
Seconded by: A. Kayabaga

That Introduction and First Reading of Bill No.'s 230 to 256, and the Added Bill No's 257 to 266, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier



**Motion Passed (14 to 0)**

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

That Second Reading of Bill No.'s 230 to 256, and the Added Bill No's 257 to 266, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

The following by-laws received first and second reading only:

Bill No. 255 By-law No. DR-106-191	A by-law to provide for a Drainage Works in the City of London. (Construction of the Crinklaw-Scott Municipal Drain 2018). (2.5/10/CWC)
Bill No. 256 By-law No. DR-107-192	A By-law to provide for a Drainage Works in the City of London. (Construction of Branch 'D' of the Hampton-Scott Municipal Drain-2019). (2.5/10/CWC)

Motion made by: S. Lewis  
Seconded by: J. Helmer

That Third Reading and Enactment of Bill No.'s 230 to 254, and the Added Bill No's 257 to 266, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

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

Bill No. 230 By-law No. A.- 7860-173	A by-law to confirm the proceedings of the Council Meeting held on the 25th day of June, 2019. (City Clerk)
Bill No. 231 By-law No. A.- 6955(a)-174	A by-law to amend By-law No. A.-6955-156 being "A By-law with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives" by deleting references to the position "Managing Director, Neighbourhood, Children & Fire Services" and by replacing it with the position "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsibility for Homelessness Initiatives. (2.4/7/CPSC)

<p>Bill No. 232 By-law No. A.- 7861-175</p>	<p>A by-law to approve the Transfer Payment Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Managing Director, Housing, Social Services and Dearness Home to execute the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) Housing Provider Contribution Agreement and to authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Investment Plan and any other document and report in furtherance of this Agreement. (2.1a/7/CPSC)</p>
<p>Bill No. 233 By-law No. A.- 7862-176</p>	<p>A by-law to delegate the responsibilities of the City contained in Schedule “A” of the Ontario Transfer Payment Agreement for the Ontario Priorities Housing Initiative (OPHI) between The Corporation of the City of London and the Ministry of Municipal Affairs and Housing as it relates to the administrative and development activities for capital development within the Rental Housing Component, to the Housing Development Corporation, London. (2.1b/7/CPSC)</p>
<p>Bill No. 234 By-law No. A.- 7863-177</p>	<p>A by-law to approve and adopt the standard form Railway Overpass Sign Licence Agreement; and to authorize the Mayor and the City Clerk to execute the Agreement. (4.1/12/PEC)</p>
<p>Bill No. 235 By-law No. A.- 7864-178</p>	<p>A by-law to approve the “Pilot Municipal Small Cell Licence Agreement” with Rogers Communications Canada Inc.; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.6/14/CSC)</p>
<p>Bill No. 236 By-law No. A.- 7865-179</p>	<p>A by-law to authorize a Memorandum of Understanding (MoU) between The Corporation of the City of London and Canadian Pacific Railway Company (CPR) for the project responsibilities of the Adelaide St North Grade Separation at CPR project; and to authorize the Mayor and City Clerk to execute the MoU. (2.13/10/CWC)</p>
<p>Bill No. 237 By-law No. A- 50-19006</p>	<p>A by-law to amend By-law A-50, as amended, being “A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London” to clarify that Members of Council who are not a member of a standing committee may participate in the debate with respect to a matter before the standing committee; and to amend the meeting times of standing committees to reflect the annual meeting calendar. (3.1/14/CSC)</p>
<p>Bill No. 238 By-law No. A- 54-19001</p>	<p>A by-law to amend By-law No. A.-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to implement an Administrative Monetary Penalty System for parking and by-law infractions, by amending the effective date set out in section 12.1 of the By-law from May 1, 2019 to November 1, 2019. (2.7/7/CPSC)</p>
<p>Bill No. 239 By-law No. C.P.-1284(uo)- 180</p>	<p>A by-law to amend the Official Plan for the City of London, 1989 relating to 3493 Colonel Talbot Road. (3.2a/12/PEC)</p>

Bill No. 240 By-law No. C.P.-1512(d)- 181	A by-law to amend The London Plan for the City of London, 2016 relating to 3493 Colonel Talbot Road. (3.2b/12/PEC)
Bill No. 241 By-law No. C.P.-1512(e)- 182	A by-law to amend The Official Plan for the City of London, 2016 relating to the Old East Village Dundas Street Corridor Secondary Plan area. (3.3a/12/PEC)
Bill No. 242 By-law No. C.P.-1512(f)- 183	A by-law to amend The Official Plan for the City of London, 2016 relating to the Old East Village Dundas Street Corridor Secondary Plan area. (3.3b/12/PEC)
Bill No. 243 By-law No. C.P.-1520(a)- 184	A by-law to amend By-law No. C.P.-1520-548 being "A by-law to cancel a portion of the Municipal and Education taxes at 1156 Dundas Street" by changing the time period by which the Owner is required to file a record of site condition in the Environmental Site Registry. (2.9/12/PEC)
Bill No. 244 By-law No. L.S.P.-3481- 185	A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Wharncliffe Road South Road Widening and improvements Project between Becher Street and Springbank Drive. (2.8/14/CSC)
Bill No. 245 By-law No. PS-113-19035	A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.8/10/CWC)
Bill No. 246 By-law No. PS-113-19036	A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.8/10/CWC)
Bill No. 247 By-law No. S.- 6014-186	A by-law to stop up and close the lane bounded by Redan, Nelson and Marmora Streets. (2.16/10/CWC)
Bill No. 248 By-law No. S.- 6015-187	A by-law to stop up and close Isaac Drive, north of Clayton Walk. (2.18/10/CWC)
Bill No. 249 By-law No. S.- 6016-188	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Crumlin Sideroad, north of Dundas Street) (City Surveyor - require dedication at the present time as public highway)
Bill No. 250 By-law No. S.- 6017-189	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Eden Avenue and Verulam Street) (City Surveyor - pursuant to Consent B.013/18 and in accordance with Zoning By-law Z-1)
Bill No. 251 By-law No. S.- 6018-190	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road South, south of Tecumseh Street) (City Surveyor - pursuant to Site Plan SPA19-001 and in accordance with Zoning By-law Z-1)

Bill No. 252 By-law No. Z.- 1-192758	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for an area of land located at 1020 Coronation Drive. (2.7/12/PEC)
Bill No. 253 By-law No. Z.- 1-192759	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3493 Colonel Talbot Road. (3.2c/12/PEC)
Bill No. 254 By-law No. Z.- 1-192760	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 945 Bluegrass Drive. (3.4/12/PEC)
Bill No. 257 By-law No. A.- 7866-193	A by-law to approve the Amending Agreement to the Purchase of Services Agreement between The Corporation of the City of London and the London Economic Development Corporation; and to authorize the Mayor and City Clerk to execute the Amending Agreement. (2.1/15/SPPC)
Bill No. 258 By-law No. A.- 7867-194	A by-law to ratify and confirm the Annual Resolutions of the Shareholder of the Housing Development Corporation, London. (3.1/15/SPPC)
Bill No. 259 By-law No. A.- 7868-195	A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc. (3.2a/15/SPPC)
Bill No. 260 By-law No. A.- 7869-196	A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.3/15/SPPC)
Bill No. 261 By-law No. A.- 7870-197	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Cardiff Products Corporation, for the sale of the City owned industrial land described as Part of Block 1, Plan 33M-627, further described as Part 2, Plan 33R-18098 and to authorize the Mayor and the City Clerk to execute the Agreement.. (C-6/14/CSC)
Bill No. 262 By-law No. A.- 7871-198	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and by Lukasz Skalski and Rachel Sansone, for the acquisition of property located at 99.5 Stanley Street, in the City of London, for the Wharnccliffe Road South Improvements Project and to authorize the Mayor and the City Clerk to execute the Agreement. (C-6/14/CSC)
Bill No. 263 By-law No. A.- 44-19002	A by-law to amend By-law No. A-44, as amended, being "A by-law respecting the Civic Administration" to reflect organizational changes. (City Clerk)
Bill No. 264 By-law No. A.- 7872-199	A by-law to appoint Lynne Livingstone as Deputy City Manager. (City Clerk)
Bill No. 265 By-law No. CPOL.-154(b)- 200	A by-law to amend By-law No. CPOL.-154-406, as amended, being "Appointments Requiring Council Approval and/or Consultation" to delete and replace Schedule "A" of the By-law to reflect organizational changes. (City Clerk)

Bill No. 266 By-law No. A.- 7873-201	A by-law to repeal by-law No. A.-7603-278 entitled "A by-law to appoint William C. Coxhead as Managing Director, Corporate Services and Chief Human Resources Officer". (City Clerk)
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**14. Adjournment**

Motion made by: M. van Holst  
 Seconded by: P. Van Meerbergen

That the meeting adjourn.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

The meeting adjourned at 6:50 PM.

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Ed Holder, Mayor

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Catharine Saunders, City Clerk



## Council Minutes

The 13th Meeting of City Council  
June 11, 2019, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, S. Hillier

Also Present: M. Hayward, A. Barbon, G. Barrett, B. Card, B. Coxhead, S. Datars Bere, G. Kotsifas, L. Livingstone, L. Marshall, D. O'Brien, C. Saunders, K. Scherr, M. Schulthess, S. Spring, S. Stafford, B. Westlake-Power and P. Yeoman.

The meeting is called to order at 4:03 PM, with all Members present, except Councillor P. Van Meerbergen.

At 4:10 PM, Councillor P. Van Meerbergen enters the meeting.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 2.3 of the 6th Report of the Community and Protective Services Committee, having to do with the London-Middlesex Child Care and Early Years Service System Plan: 2019-2023, by indicating that his spouse is an employee of an Early Years Centre which receives provincial disbursements through the City of London.

Councillor M. Cassidy discloses pecuniary interests in the following:

- a) Item 3.6 of the 10th Report of the Planning and Environment, having to do with an application with respect to the property located at 307 Fanshawe Park Road East, by indicating that her family owns property in close proximity to the subject property;
- b) Item 6.1 of the Council Agenda, having to do with communications received related to an application with respect to the property located at 307 Fanshawe Park Road East, by indicating that her family owns property in closed proximity to the subject property; and,
- c) Item 11 of the Council Agenda, having to do with an enquiry that will be brought forward with respect to a matter related to a 2018 Municipal Election, by indicating that she is involved in the matter.

Councillor P. Van Meerbergen discloses pecuniary interests in the following:

- a) Item 2.3 of the 6th Report of the Community and Protective Services Committee, having to do London-Middlesex Child Care and Early Years Service System Plan: 2019-2023, by indicating that his spouse owns and operates a day care facility; and,
- b) Item 4.2 of the 6th Report of the Community and Protective Services Committee, having to do with the 2nd Report of the Childcare Advisory Committee, by indicating that his spouse owns and operate a day care facility.

Councillor M. Salih discloses a pecuniary interest in 2.2 b)vi) of the 13th Report of the Corporate Services Committee and related Bill No. 210, having to do with Council Policy "Free of Fear Services for All Policy", by indicating that he is an employee of the Federal Government.

### 2. Recognitions

None.

### 3. Review of Confidential Matters to be Considered in Public

None.

**4. Council, In Closed Session**

Motion made by: A. Kayabaga

Seconded by: A. Hopkins

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

**4.1 Solicitor-Client Privileged Advice**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and giving directions or instructions to the solicitors, officers or employees of the municipality in connection with such advice relating to proposed amendments to the Public Nuisance By-law.

(6.1/6/CPSC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

The Council rises and goes into the Council, In Closed Session, at 4:15 PM, with Mayor E. Holder in the Chair and all Members present.

The Council, In Closed Session, rises at 4:25 PM and Council reconvenes at 4:28 PM, with Mayor E. Holder in the Chair and all Members present.

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

Motion made by: P. Van Meerbergen

Seconded by: M. Salih

That the Minutes of the 12th Meeting held on May 21, 2019, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

**6. Communications and Petitions**

Motion made by: E. Pelozza

Seconded by: A. Kayabaga

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

**6.1 307 Fanshawe Park Road East (Z-9006)**

1. B. Brock

2. D. Beverley, Old Stoneybrook Community Association

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): M. Cassidy

**Motion Passed (14 to 0)**

**7. Motions of Which Notice is Given**

None.

## 8. Reports

### 8.1 10th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 10th Report of the Planning and Environment Committee BE APPROVED, excluding Item 10 (3.6).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that Councillor M. Cassidy disclosed a pecuniary interest in clause 3.6 of this Report, having to do with the property located at 307 Fanshawe Park Road East, by indicating that her family owns property in the area.

**Motion Passed**

#### 2. (2.1) Application - Portion of 146 Exeter Road (Richardson Subdivision) 39T-15501, Lots 1-6, 19-42 - Removal of Holding Provisions (H-8983) (Relates to Bill No. 224)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to the property located on a portion of 146 Exeter Road, (Richardson Subdivision, 39T-15501, Lots 1-6, 19-42), the proposed by-law appended to the staff report dated May 27, 2019 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h-h-100\*R1-4(29)) Zone TO a Residential R1 Special Provision (R1-4(29)) Zone to remove the "h" and "h-100" holding provision from a portion of the lands. (2019-D09)

**Motion Passed**

#### 3. (2.2) Closed School Sites: Evaluations and Approach (18 Elm Street and 1958 Duluth Crescent) (17 CLO)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the letters of interest from the London District Catholic School Board for the surplus school sites at 18 Elm Street and 1958 Duluth Crescent:



a) no action BE TAKEN by the City of London in response to the letters of interest from the London District Catholic School Board (LDCSB) for the two surplus school sites;

b) the staff report dated May 27, 2019, entitled "Closed School Sites: Evaluations and Approach (18 Elm Street and 1958 Duluth Crescent)" BE CIRCULATED to the Housing Development Corporation, London; and,

c) the above-noted report BE RECEIVED for information;

it being noted that the Housing Development Corporation, London (HDC), as the delegated Service Manager for new affordable housing, will be expressing an interest in these lands for the purpose of providing affordable housing and accommodating suitable parkland to meet municipal needs; and,

it being further noted that the Board of the HDC has authorized its participation in this expression of interest. (2019-L07)

**Motion Passed**

4. (2.3) Bill 108 - More Homes, More Choice Act, 2019

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to Bill 108 – *More Homes, More Choice Act, 2019*:

a) the staff report dated May 27, 2019, entitled "Bill 108 – *More Homes, More Choices Act, 2019 Update Report*" BE RECEIVED for information; and,

b) the above-noted report BE FORWARDED, with a cover letter, to the Ministry of Municipal Affairs and Housing for consideration in response to the Environmental Registry of Ontario (ERO) posting of the proposed regulation; it being noted that the comment period is from May 2, 2019 to June 1, 2019;

it being noted that, as of May 14, 2019, Bill 108 was in debate at Second Reading; and,

it being further noted that the Civic Administration will report back to the Municipal Council with any further information on legislative changes arising from this Bill. (2019-D04)

**Motion Passed**

5. (3.1) Application - 146 Exeter Road (Blocks 36 and 37, Richardson Subdivision) 39T-15501 (Z-9034) (Relates to Bill No. 225)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 110312 Ontario Limited, relating to the property located on a portion of 146 Exeter Road, (Block 36 and 37, Richardson Subdivision 39T-15501), the proposed by-law appended to the staff report dated May 27, 2019 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R5 Special Provision/ Residential R6 Special Provision (h\*h-100\*h-198\*R5-4(23)/R6-

5(51)) Zone TO a Holding Residential R4 Special Provision /Residential R5 Special Provision/Residential R6 Special Provision (h\*h-100\*h-198\*R4-6( )/R5-4(23)/R6-5(51)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2014 which encourage infill and intensification and the provision of a range of housing types, and efficient use of existing infrastructure;
- the recommended amendment is consistent with the policies of the Multi-Family, Medium Density Residential designation and will implement an appropriate housing form in accordance with Official Plan policies;
- the proposed residential uses and scale of development are consistent with the policies of the Southwest Area Secondary Plan;
- the subject lands are of a suitable size and shape to accommodate the development proposed; and,
- additional considerations such as on-street parking, street trees, and design, will be addressed at site plan. (2019-D09)

#### **Motion Passed**

6. (3.2) Application - 146 Exeter Road (OZ-9038) (Relates to Bill No.'s 201, 202 and 226)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by The Corporation of the City of London, relating to the property located at 146 Exeter Road:

- a) the proposed by-law appended to the staff report dated May 27, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend the Official Plan to:
  - i) change the designation on Schedule "A" - Land Use FROM a "Multi-Family, Medium Density Residential" designation TO a "Low Density Residential" and "Open Space" designation; and,
  - ii) change Section 20.5 (Southwest Area Secondary Plan), Schedule 4 (Southwest Area Land Use Plan), FROM "Medium Density Residential" TO "Low Density Residential and "Open Space", and Schedule 10 (Central Longwoods Residential Neighbourhood Land Use Designations), FROM "Medium Density Residential" TO "Low Density Residential" and "Open Space";
- b) the proposed by-law appended to the staff report dated May 27, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM

an Open Space (OS1) Zone TO a Residential R1 Special Provision (R1-4(29)) Zone;

c) the proposed by-law appended to the staff report dated May 27, 2019 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019, to amend The London Plan by AMENDING Policy 1565\_ List of Secondary Plans, 5. Southwest Area Secondary Plan, Section 20.5 (Southwest Area Secondary Plan), Schedule 4 (Southwest Area Land Use Plan), FROM "Medium Density Residential" TO "Low Density Residential and "Open Space", and Schedule 10 (Central Longwoods Residential Neighbourhood Land Use Designations), FROM "Medium Density Residential" TO "Low Density Residential" and "Open Space";

it being noted that the amendments will come into full force and effect concurrently with The London Plan;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2014 which encourage a range of housing types, efficient use of infrastructure, and the protection of the natural environment;
- the proposed change to the Southwest Area Secondary Plan is consistent with The London Plan;
- the recommended zoning amendment is consistent with the policies of The London Plan, and the amended Southwest Area Secondary Plan; and,
- the proposed change is being recommended in relation to Municipal Council's previous recommendations for the draft plan of subdivision for these lands to more accurately reflect the planned and approved uses in this area. (2019-D09)

### **Motion Passed**

7. (3.3) Application - 1350 Trafalgar Street (Z-9009) (Relates to Bill No. 227)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Yardigans Estate Liquidation Services, relating to the property located at 1350 Trafalgar Street, the proposed by-law appended to the staff report dated May 27, 2019 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a General Industrial (GI1) Zone TO a General Industrial Special Provision (GI1(\_)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the proposed reuse of the existing unit is consistent with the Provincial Policy Statement 2014, and maintains the economic contributions of the employment lands;
- the proposed commercial use is appropriate for the subject site and conforms to the 1989 Official Plan Brydges Area Specific Policy and the general intent of The London Plan;
- the recommended amendment will ensure the continued operation and viability of the industrial area for current and future uses; and,
- the commercial use has demonstrated there will be no adverse impacts produced that would affect nearby sensitive uses or the long-term viability of the adjacent industrial uses. (2019-D09)

**Motion Passed**

8. (3.4) Application - 348 Sunningdale Road East (Z-9011)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Westchester Homes Ltd., relating to the property located at 348 Sunningdale Road East:

- a) the comments received from the public during the public engagement process appended to the staff report dated May 27, 2019 as Appendix "A", BE RECEIVED; and,
- b) Planning staff BE DIRECTED to make the necessary arrangements to hold a future public participation meeting regarding the above-noted application in accordance with the Planning Act, R.S.O 1990, c.P. 13;

it being noted that staff will continue to process the application and will consider the public, agency, and other feedback received during the review of the subject application as part of the staff evaluation to be presented at a future public participation meeting;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2019-D09)

**Motion Passed**

9. (3.5) Application - 126 Oxford Street West (Z-9007)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Underhill Holdings London Inc., relating to the property located at 126 Oxford Street West, the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Residential R2 (R2-2) Zone which permits single detached dwellings, semi-detached duplex and

converted dwellings TO a Residential R3 Special Provision (R3-2 (L)) Zone, to permit single detached dwellings, semi-detached dwellings, duplex dwellings, triplex dwellings, converted dwellings and fourplex dwellings, BE REFUSED for the following reasons:

- a) the requested amendment is not consistent with the policies of the Provincial Policy Statement, 2014 that encourage efficient development and land use patterns, the identification of appropriate locations for intensification and redevelopment, and development that is consistent with development standards such as those approved for the Near Campus Neighbourhoods;
- b) the requested amendment does not conform to the Residential Intensification policies of the '89 Official Plan which direct intensification to ensure that character and compatibility with the surrounding neighbourhood is maintained;
- c) the requested amendment does not conform to the Transit Corridor Place Type or the policies for Near Campus Neighbourhoods regarding coordinated and comprehensive applications for intensification as opposed to site-specific developments.
- d) the requested amendment does not conform to the Transit Corridor Place Type or the policies for Near Campus Neighbourhoods which encourage intensification in medium and high density forms and discourage continued intensification in low density forms of housing;
- e) the requested amendment does not conform to the Residential Intensification policies of The London Plan which direct intensification to ensure that character and compatibility with the surrounding neighbourhood is maintained; and,
- f) the requested amendment would constitute "spot" zoning and is not considered appropriate in isolation from the surrounding neighbourhood. The subject site does not have any special attributes which warrant a site specific amendment to permit the proposed form and intensity of development;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the requested amendment is not consistent with the policies of the 2014 Provincial Policy Statement that encourage efficient development and land use patterns, the identification of appropriate locations for intensification and re-development, and development that is consistent with development standards such as those approved for the Near Campus Neighbourhoods;
- the requested amendment is not consistent with the Residential Intensification policies of the '89 Official Plan which direct intensification to ensure that character and compatibility with the surrounding neighbourhood is maintained;
- the requested amendment is not consistent with the policies for Near Campus Neighbourhoods (962) regarding coordinated and comprehensive applications for intensification as opposed to site-specific developments;
- the requested amendment is not consistent with Council adopted London Plan, Rapid Transit Corridor Place Type policies

(\*826) regarding coordinated and comprehensive applications for intensification;

- the requested amendment is not consistent with the policies for Near Campus Neighbourhoods (962) which encourage intensification in medium and high density designations and forms and discourage continued intensification in low density forms of housing;
- the requested amendment is not consistent with the Council adopted London Plan, Rapid Transit Corridor Place (\*841) policies which encourage intensification in mix used forms and discourage any intensification in low density residential forms of housing; and,
- the requested amendment would constitute “spot” zoning and is not considered appropriate in isolation from the surrounding neighbourhood. The subject site does not have any special attributes which warrant a site specific amendment to permit the proposed form and intensity of development. (2019-D09)

**Motion Passed**

11. (4.1) 3080 Bostwick Road (Site 5)

Motion made by: A. Hopkins

That S. Allen, MHBC, BE GRANTED delegation status at the June 17, 2019 Planning and Environment Committee meeting relating the application by 731675 Ontario Limited (c/o York Developments), with respect to the property located at 3080 Bostwick Road. (2019-D09)

**Motion Passed**

10. (3.6) Application - 307 Fanshawe Park Road East (Z-9006)

At 4:45 PM, Councillor M. Cassidy leaves the meeting.

At 4:58 PM, Councillor M. Cassidy enters the meeting.

Motion made by: A. Hopkins

Seconded by: E. Pelosa

That the application of Royal Premier Homes, relating to the property located at 307 Fanshawe Park Road East, BE REFFERED back to the Civic Administration in order to undertake additional work with the applicant in relation to proposed tree protection, elevation, intensification and site grading concerns and a review to undertaken by the Urban Design Peer Review Panel;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated May 16, 2019, from M. Crawford, 21 Camden Place;
- a communication dated February 27, 2019, from B. Day, 1277 Hastings Drive;
- the attached communication from M. Crawford, 21 Camden Place;

- a communication dated June 4, 2019 from B. Brock; and,
- a communication from D. Beverly, President, Old Stoneybrook Community Association;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2019-D09)

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

Nays: (2): J. Helmer, and S. Turner

Recuse: (1): M. Cassidy

**Motion Passed (12 to 2)**

## 8.2 11th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 11th Report of the Planning and Environment Committee BE APPROVED, excluding Item 8 (3.5).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

### 1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

### 2. (2.1) 5th Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 5th Report of the Trees and Forests Advisory Committee, from its meeting held on May 22, 2019 BE RECEIVED for information.

**Motion Passed**

### 3. (2.2) Building Division Monthly Report for April 2019

Motion made by: A. Hopkins

That the Building Division Monthly Report for the month of April, 2019 BE RECEIVED for information. (2019-A23)

**Motion Passed**

4. (3.1) 6th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 6th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on May 16, 2019:

a) the Working Group comments appended to the 6th Report of the Environmental and Ecological Planning Advisory Committee, relating to the Parks and Recreation Master Plan BE FORWARDED to the Civic Administration for consideration; it being noted that the Environmental and Ecological Planning Advisory Committee has submitted the comments to the Civic Administration in order to meet their deadline;

b) the following actions be taken with respect to the property located at 905 Sarnia Road:

i) the Civic Administration BE REQUESTED to consider continuing the monitoring of the relocated wetland;

ii) the Civic Administration BE ASKED to develop a cost estimate for the above-noted proposed continued monitoring and provide it to the Chair of the Environmental and Ecological Planning Advisory Committee who will approach possible donors to pay the City the cost of the ongoing monitoring; it being noted that this would be similar to the arrangements to pay the consulting costs of the Environmental Management Guidelines; and,

iii) the Chair and members of the Environmental and Ecological Planning Advisory Committee BE AUTHORIZED to seek donations to assist in funding an on-going monitoring;

c) the revised Working Group comments appended to the 6th Report of the Environmental and Ecological Planning Advisory Committee, relating to the properties located at 1176, 1200 and 1230 Hyde Park Road and a portion of 1150 Gainsborough Road BE FORWARDED to the Civic Administration for consideration;

d) the Working Group comments appended to the 6th Report of the Environmental and Ecological Planning Advisory Committee, relating to the properties located at 1388 and 1964 Commissioners Road East and a portion of 1645 Hamilton Road (Victoria on the River subdivision Phase 6), BE FORWARDED to the Civic Administration for consideration;

e) the Civic Administration BE REQUESTED to consider including funding for a Conservation Master Plan for the East Lambeth Forest Environmentally Significant Area, as part of the Lambeth Area Community Improvement Plan (CIP), in order to create trails consistent with City guidelines; it being noted that one of the goals of the CIP is "Enhancing & Conserving Natural Heritage: Natural features and systems are a defining feature of Lambeth and are enhanced, conserved and celebrated.";

f) the following recommendations with respect to the Notice of Planning application dated May 6, 2019, relating to the property located at 9345 Elviage Drive, from L. Mottram, Senior Planner BE CONSIDERED prior to the removal of the holding provision:

i) invasive species, including phragmites, be removed from the property;

ii) the buffer be restored with native species;



- iii) the owner be asked to ensure the buffer is demarcated and maintained in its natural state, post-restoration; and,
- iv) in addition to the requirements listed in the report from BioLogic, no refueling take place in the Tree Protection Zone;
- g) the following actions be taken with respect to the communication from Ontario Nature, "Save Ontario Species":
  - i) the Municipal Council BE ADVISED that Schedule 5 of Bill 108, the proposed More Homes, More Choices Act: Amendments to the Planning Act, is contrary to London's Strategic Plan and the recently declared London Climate Change Emergency; and,
  - ii) the Municipal Council BE REQUESTED to express these concerns to the provincial government;
- h) the following actions be taken with respect to the Working Group draft relating to "A Wetland Conservation Strategy for London – A Discussion Paper on Best Practices":
  - i) the above-noted draft document BE REFERRED to the Civic Administration for review as part of the forthcoming update to the Council approved Environmental Management Guidelines; and,
  - ii) the Working Group BE COMMENDED and BE CONGRATULATED for their work on this project;
- i) the following actions be taken with respect to the One River Environmental Assessment River Characterization Study and Hydraulic Modelling:
  - i) Municipal Council BE ADVISED that the Environmental and Ecological Planning Advisory Committee supports the staff recommended preferred Option for the Springbank Dam; and,
  - ii) the Municipal Council BE ADVISED that the Environmental and Ecological Planning Advisory Committee has concerns with the impacts to the natural features and functions caused by the proposed pathway between McKillop Park and Springbank Park included in the River Management section; and,
- j) clauses 1.1, 3.1 to 3.7, inclusive, 4.3, 5.2 and 6.2 BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from S. Levin, Chair, Environmental and Ecological Planning Advisory Committee (EEPAC), with respect to the 6th Report of the Environmental and Ecological Planning Advisory Committee.

### **Motion Passed**

- 5. (3.2) Application - 180 Villagewalk Boulevard - Draft Plan of Vacant Land Condominium and Zoning By-law Amendment - 39CD-19505.SPA18-139

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Graystone Custom Homes Ltd., relating to the property located at 180 Villagewalk Boulevard:

- a) the Approval Authority BE ADVISED that no issues were raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium by

Graystone Custom Homes Ltd., relating to lands located at 180 Villagewalk Boulevard;

b) the Approval Authority BE ADVISED that no issues were raised at the public participation meeting with respect to the application for Site Plan Approval by Graystone Custom Homes Ltd., relating to lands located at 180 Villagewalk Boulevard; and,

c) the Approval Authority BE ADVISED that the Municipal Council has no issues with respect to the Site Plan Application and supports the Site Plan Application;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the ~~attached~~ public participation meeting record made an oral submission regarding these matters. (2019-D09/D07)

**Motion Passed**

6. (3.3) Application - 1170 Wellington Road (Z-9013) (Relates to Bill No. 228)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by WLR Capital Inc., c/o Zelinka Priamo Ltd., relating to the property located at 1170 Wellington Road, the proposed by-law appended to the staff report dated June 4, 2019 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Highway Service Commercial (HS1/HS4) Zone TO an Associated Shopping Area Commercial/Highway Service Commercial (ASA1/ASA2/ASA3/ASA4/ HS1/HS4) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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 2014;
- the recommended amendment conforms to the '89 Official Plan policies and the permitted uses policies of the Rapid Transit Corridor Place Type in The London Plan;
- the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to effectively utilize the proposed multi-use building on the rear portion of the subject lands; and,
- the existing, proposed building and on-site parking are capable of supporting the requested commercial type uses without resulting in any negative impacts on the abutting lands. (2019-D09)

**Motion Passed**

7. (3.4) Application - 3087 White Oak Road - 39T-18505 (Z-8980)  
(Relates to Bill No. 229)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Whiterock Village Inc., relating to the property located at 3087 White Oak Road (legally described as Adams St PL 643 London; Reserve PL 643 London; PT LT 31 CON 2 London; PT LT 5 PL 643 London; PT Reserve B PL 643 London PT 1, 2, 3, 4, 5, 6, 7, 33R3762; London:

a) the proposed by-law appended to the staff report dated June 4, 2019 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone and a Residential R1 (R1-10) Zone TO a holding Residential R1 Special Provision (h\*100\*161\*R1-3(\*) Zone; a holding Residential R1 Special Provision (h\*100\*161\*h-\_\_\*R1-3(\*) Zone; a holding Residential R1 Special Provision (h\*100\*161\*R1-3(\*\*) Zone; a holding Residential R6 Special Provision (h\*71\*100\*161\*h-\_\_\*R6-5(\*) Zone; a holding Residential R6 Special Provision/Residential R8 Special Provision Bonus (h\*71\*100\*161\*h-\_\_\*R6-5(\*\*)/R8-4(\*\*)\*B-\_\_ Zone; a holding Urban Reserve Special Provision (h-94\*UR4(\*) Zone; and an Urban Reserve Special Provision (UR4(\*\*) Zone;

it being noted that the following holding provisions have also been applied:

- (h) holding provision - to ensure that there is orderly development through the execution of a subdivision agreement and the provision of adequate securities;
- (h-71) holding provision – to encourage street oriented development;
- (h-94) holding provision – to ensure there is a consistent lotting pattern, the holding provision shall not be deleted until adjacent lands have been consolidated;
- (h-100) holding provision – to ensure there is adequate water service and appropriate access, a looped watermain system must be constructed and a second access must be available, permitting a maximum of 80 residential units;
- (h-161) holding provision – to ensure the proposed stormwater management system is constructed and operational;
- (h-\_\_) new holding provision – to ensure the existing sanitary forcemain traversing the site has been appropriately relocated;

the B-(\_) Bonus Zone shall be implemented through one or more agreements to provide for a maximum apartment building height of 4 storeys or 16m (52.4ft) with an increased density of up to 79 units per hectare in return for the provision of the following facilities, services and matters:

i) a high quality development which substantially implements the Site Plan, Concept Landscape Plan, and Elevations as appended in the staff report dated June 4, 2019 as Schedule “1” to the amending by-law;

b) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect

to the application for draft plan of subdivision of Whiterock Village Inc., relating to a property located at 3087 White Oak Road:

- i) traffic control measures to be implemented at the intersection of Southdale Road and the new cross road;
  - ii) traffic measures proposed for the extension of Bateman Trail where it intersects with White Oak Road;
  - iii) the potential removal of trees along the fence line;
  - iv) the speed limits along White Oak Road;
  - v) difficulty turning left onto White Oak Road;
  - vi) turning this area into a residential neighbourhood yet continuing to provide for an arterial road like roads adjacent to the neighbourhood;
  - vii) speeding cars not stopping for a stopped bus letting children off the bus;
  - viii) concerns with drainage if the proposed properties are built higher than the existing properties;
  - ix) requesting that any fencing be installed prior to construction commencing;
  - x) concern with the size of the proposed new lots as the City of London had previously promised existing homeowners that the new lots would be equal or greater in size than the existing lots;
  - xi) Canada Post advising existing homeowners that they are cancelling their mail delivery as it is dangerous to the postal workers; and,
  - xii) concern with the height of the proposed apartment building;
- c) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the proposed residential plan of subdivision, submitted by Whiterock Village Inc., File No. 39T-18505, prepared by Development Engineering File No DEL16-038, October 24, 2018, as red-line amended, which shows a draft plan of subdivision consisting of 72 single detached dwelling lots, two (2) medium density residential blocks, and the extension of four (4) existing streets, SUBJECT TO the conditions contained in Appendix "B" appended to the staff report dated June 4, 2019;
- d) the Approval Authority BE REQUESTED to address the issues raised at the meeting and noted in b) above;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the recommended draft plan and zoning amendments are consistent with the Provincial Policy Statement (PPS), 2014, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs and provide for a range of housing types and densities to meet projected requirements of current and future residents;
- the recommended draft plan and zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan, the 1989 Official

Plan, the Southwest Area Secondary Plan and the North Longwoods Area Plan policies;

- the recommended Bonus Zone will allow for an increase to the height and density of a medium density block which provides for a commensurate increase in density and height in return for enhanced building and landscape design; and,
- the draft plan design is appropriate for the site, compatible with abutting land uses and makes efficient use of the existing services and infrastructure available in this area. (2019-D09)

**Motion Passed**

9. (4.1) Application - 123 Queens Avenue - Demolition Request Extension

Motion made by: A. Hopkins

That, the applicant BE ADVISED that pursuant to Section 42(4) of the *Ontario Heritage Act*, the Municipal Council approves the request for an extension until July 31, 2019, relating to the Demolition Permit application for the property located at 123 Queens Avenue to allow the Structural Engineering firm, VanBoxmeer & Stranges Engineering Limited, an opportunity to conduct a structural assessment of the subject property. (2019-P10D/R01)

**Motion Passed**

10. (5.1) Deferred Matters List

Motion made by: A. Hopkins

That the Managing Director, Planning and City Planner and the Managing Director, Development and Compliance Services & Chief Building Official BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

**Motion Passed**

8. (3.5) Repeal of Building By-law B-6 and Proposed Building By-law B-7 (Relates to Bill No. 200)

Motion made by: A. Hopkins

That on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the proposed by-law appended to the staff report dated June 4, 2019, being "A By-law to provide for the construction, demolition, change of use, occupancy permits, transfer of permit and inspection and to repeal By-law B-6, as amended." BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated May 30, 2019, from M. Wallace, Executive Director, London Development Institute, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2019-C01A)

**Amendment:**

Motion made by: A. Hopkins

Seconded by: S. Hillier

That Item 3.5 be amended to read as follows:

That on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the proposed by-law appended to the staff report dated June 4, 2019, being "A By-law to provide for the construction, demolition, change of use, occupancy permits, transfer of permit and inspection and to repeal By-law B-6, as amended BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated May 30, 2019, from M. Wallace, Executive Director, London Development Institute, with respect to this matter;

it being further pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached revised public participation meeting record made an oral submission regarding this matter.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: A. Hopkins

Seconded by: M. Cassidy

That Item 3.5, as amended, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Item 3.5, as amended, reads as follows:

That on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the proposed by-law appended to the staff report dated June 4, 2019, being "A By-law to provide for the construction, demolition, change of use, occupancy permits, transfer of permit and inspection and to repeal By-law B-6, as amended BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated May 30, 2019, from

M. Wallace, Executive Director, London Development Institute, with respect to this matter;

it being further pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached revised public participation meeting record made an oral submission regarding this matter.

8.3 6th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 6th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 3 (2.3), 7 (2.4), 9 (2.8) and 11 (4.2).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 4th and 5th Reports of the Animal Welfare Advisory Committee

Motion made by: M. Cassidy

That the 4th and 5th Reports of the Animal Welfare Advisory Committee, from the meetings held on April 4, 2019 and May 2, 2019, respectively, BE RECEIVED.

**Motion Passed**

4. (2.5) 2018-2019 Multi-Service Accountability Agreement - Dearness Home Adult Day Program and the South West Local Health Integration Network Declaration of Compliance - April 1, 2018 – March 31, 2019

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the Managing Director, Housing, Social Services and Dearness Home BE AUTHORIZED to execute the Declaration of Compliance, as appended to the staff report dated May 28, 2019, for the reporting period April 1, 2018 to March 31, 2019, regarding compliance with the terms of the 2018-2019 Multi-Sector Service Accountability Agreement for the Dearness Home Adult Day Program. (2019-S12)

**Motion Passed**

5. (2.6) 2018 Ontario Works Participant and Service Delivery Profile

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated May 28, 2019, with respect to the 2018 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2019-S04)

**Motion Passed**

6. (2.7) Portable Radios for Fire Prevention Inspectors Working Alone

Motion made by: M. Cassidy

That, on the recommendation of the Fire Chief and with the concurrence of the Managing Director of Neighbourhood, Children and Fire Services the following actions be taken with respect to Portable Radios for Fire Prevention Inspectors Working Alone:

- a) the supply and delivery of portable radios and accessories by Spectrum Communications Inc. at their proposed price of \$60,036.32, HST extra, BE ACCEPTED as a single source contract as per the Procurement of Goods and Services Policy Sections 14.4(d) and 14.4(e);
- b) the funding for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated May 28, 2019;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and
- 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. (2019-S12)

**Motion Passed**

8. (2.2) 4th and 5th Reports of the London Housing Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 4th and 5th Reports of the London Housing Advisory Committee (LHAC), from the meetings held on April 10, 2019 and May 8, 2019, respectively:

- a) the following actions be taken with respect to the 4th Report of the LHAC:
  - i) clause 2.1 of the above-noted Report and the ~~attached~~ presentation BE REFERRED to the Civic Administration to review the concerns set out in the presentation and report back to the Community and Protective Services Committee with responses; and,
  - ii) clauses 1.1, 2.2, 3.1 to 3.4 and 5.1, BE RECEIVED; and,
- b) the 5th Report of the LHAC BE RECEIVED.

**Motion Passed**



10. (4.1) 3rd, 4th and 5th Reports of the Accessibility Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 3rd, 4th and 5th Reports of the Accessibility Advisory Committee (ACCAC), from the meetings held on March 28, 2019, April 25, 2019 and May 23, 2019, respectively:

a) that the following actions be taken with respect to the 3rd Report of the ACCAC:

i) the revised ~~attached~~ document with respect to suggestions of the Accessibility Advisory Committee related to their Terms of Reference BE FORWARDED to the City Clerk for consideration as part of the Advisory Committee Review; and,

ii) clauses 1.1, 2.1, 3.1 to 3.6 and 5.2, BE RECEIVED;

b) that the following actions be taken with respect to the 4th Report of the ACCAC:

i) representatives from the current membership of the Accessibility Advisory Committee (ACCAC) BE APPROVED as delegates to present comments of the ACCAC at such time as the final draft of the Parks and Recreation Master Plan is presented to the Community and Protective Services Committee; it being noted that the ~~attached~~ presentation from A. Macpherson, Manager, Parks Planning and Operations, with respect to this matter, was received;

ii) the Civic Administration BE REQUESTED to attend a future meeting of the Accessibility Advisory Committee (ACCAC) in order to highlight the accessibility elements of the Draft Lambeth Area Community Improvement Plan to the committee; it being noted that the ACCAC received a staff report dated March 18, 2019, submitted by L. Davies Snyder, with respect to this matter; and,

iii) clauses 1.1, 2.1, 2.3, 3.1, 3.2, 4.1 and 5.2, BE RECEIVED; and,

c) the 5th Report of the ACCAC, BE RECEIVED.

**Motion Passed**

12. (4.3) 3rd and 4th Reports of the Community Safety and Crime Prevention Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 3rd and 4th Reports of the Community Safety and Crime Prevention Advisory Committee (CSCP), from the meetings held on March 28, 2019 and April 25, 2019, respectively:

a) the 3rd Report of the CSCP BE RECEIVED; and,

b) the following actions be taken with respect to the 4th Report of the CSCP:

i) clause 5.2 of the 4th Report of the CSCP BE REFERRED to the Strategic Priorities and Policy Committee meeting, to be held on June 4, 2019, to be considered alongside the 1st Report of the Striking Committee from its meeting held on May 9, 2019; and,

ii) clauses 1.1, 2.1, 3.1, 3.2, 3.3, 4.1, 5.1 and 6.1, BE RECEIVED;

it being noted that the attached submission and a delegation from L. Steel, Community Safety and Crime Prevention Advisory Committee, was received with respect to this matter.

**Motion Passed**

13. (4.4) Councillor E. Pelosa - Garbage Collection in City of London Parks

Motion made by: M. Cassidy

That the Civic Administration BE DIRECTED to report back at the August 13, 2019 meeting of the Community and Protective Services Committee with the costing related to resuming year round garbage collection in city parks; it being noted that a communication, dated April 4, 2019, from Councillor E. Pelosa was received with respect to this matter. (2019-S12)

**Motion Passed**

14. (4.5) Unsanctioned and Unsafe Street Parties Policy Amendments - Public Nuisance By-law: Cost Recovery

Motion made by: M. Cassidy

That the Civic Administration BE DIRECTED to prepare a further revised draft amending by-law to the Public Nuisance By-law regarding Nuisance Party cost recovery and fees and report back to the Community and Protective Services Committee meeting to be held on August 13, 2019. (2019-P01)

**Motion Passed**

15. (4.6) Homelessness Crisis

Motion made by: M. Cassidy

That the delegation request from M. Wills, with respect to a homelessness crisis, BE APPROVED for the June 17, 2019 meeting of the Community and Protective Services Committee. (2019-S14)

**Motion Passed**

16. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at May 24, 2019, BE RECEIVED.

**Motion Passed**

17. (5.2) Councillor S. Lewis – Neighbourhood Event Equipment Lending Policy

Motion made by: M. Cassidy

That the Civic Administration BE REQUESTED to consider and report back, before the beginning of the 2019-2020 school year, with respect to the viability of extending the definition of eligible groups in the current equipment lending policy (defined as groups of neighbours working to build community in their neighbourhood, this could be a neighbourhood association or an informal group of neighbours) to include home and school associations, to allow for those bodies to be eligible for equipment lending during the school calendar year. (2019-S12)

**Motion Passed**

3. (2.3) London-Middlesex Child Care and Early Years Service System Plan: 2019-2023

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to the London-Middlesex Child Care and Early Years Service System Plan for 2019-2023:

- a) the proposed London-Middlesex Child Care and Early Years Service System Plan 2019-2023, as appended to the staff report dated May 28, 2019, BE APPROVED; and,
- b) the Civic Administration BE DIRECTED to implement the above-noted plan. (2019-S07)

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (2): P. Van Meerbergen, and S. Turner

**Motion Passed (13 to 0)**

7. (2.8) Single Source 19-13 - Single Source Procurement of Dispatch Consoles for One Voice Emergency Communication System

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the following actions be taken with respect to the Single Source Procurement of Dispatch Consoles for the One Voice Emergency Communication System:

- a) Harris Canada Systems be established as the only acceptable provider of four additional dispatch consoles for the One Voice Emergency Communication System, and the quoted purchase value of \$231,563.99 (HST excluded) BE ACCEPTED; it being noted that this will be a single source contract as per the Procurement of Goods and Services Policy Sections 14.4 d and 14.4 e;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,

c) the approval, hereby given, BE CONDITIONAL upon The Corporation entering into a purchase order, or contract record relating to the subject matter of this approval. (2019-A12/P03)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

9. (2.4) London Strengthening Neighbourhoods Strategy:  
Neighbourhood Decision Making Program

Motion made by: M. Cassidy

That the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with respect to the following related to the London Strengthening Neighbourhoods Strategy Neighbourhood Decision Making Program:

- a) making locations ineligible for funding in consecutive years in the Neighbourhood Decision Making Program;
- b) splitting up geographic boundaries further; and,
- c) putting a cap on amounts given to each project;

it being noted that the ~~attached~~ revised Appendix A to the staff report dated May 28, 2019 was received with respect to this matter. (2019-S12)

Motion made by: M. Cassidy

Motion to approve part a):

That the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with respect to the following related to the London Strengthening Neighbourhoods Strategy Neighbourhood Decision Making Program:

- a) making locations ineligible for funding in consecutive years in the Neighbourhood Decision Making Program;

Yeas: (10): M. van Holst, S. Lewis, M. Salih, J. Helmer, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Nays: (5): Mayor E. Holder, M. Cassidy, P. Squire, J. Morgan, and E. Pelosa

**Motion Passed (10 to 5)**

Motion made by: M. Cassidy

Motion to approve part b):

- b) splitting up geographic boundaries further; and,

Yeas: (14): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Nays: (1): S. Lewis

**Motion Passed (14 to 1)**

Motion made by: M. Cassidy

Motion to approve part c):

c) putting a cap on amounts given to each project;

it being noted that the ~~attached~~ revised Appendix A to the staff report dated May 28, 2019 was received with respect to this matter. (2019-S12)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

11. (4.2) 2nd Report of the Childcare Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 2nd Report of the Childcare Advisory Committee, from its meeting held on April 15, 2019:

a) the ~~attached~~ 2019 Childcare Advisory Committee Work Plan BE APPROVED;

b) the ~~attached~~ 2018 Childcare Advisory Committee Work Plan BE RECEIVED; and,

c) clauses 1.1, 2.1, 3.1, 3.2 and 5.1 to 5.6, BE RECEIVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

8.4 13th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 13th Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.3) City of London Days at the Budweiser Gardens – Canada’s Walk of Fame

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the request from Canada Walk of Fame to hold the Hometown Star recognition ceremony for Tessa Virtue and Scott Moir on August 7, 2019, BE APPROVED as a City of London Day at the Budweiser Gardens; it being noted that two days remain for 2019, with no other requests pending.

**Motion Passed**

3. (2.4) Employee Absenteeism 2018

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the staff report dated May 28, 2019 with respect to employee absenteeism 2018 BE RECEIVED for information purposes.

**Motion Passed**

4. (2.5) Reduced Hours of Operation (Holiday Closure)

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the following actions be taken with respect to Reduced Hours of Operation:

- a) the staff report dated May 28, 2019 BE RECEIVED for information; and,
- b) the Holiday Closure Period BE APPROVED for 2019 - 2023.

**Motion Passed**

5. (2.1) Provincial Budget and Recent Proposed Legislative Changes with Financial Impacts

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the Provincial Budget and Recent Proposed Legislative Changes with Financial Impacts:

- a) the staff report dated May 28, 2019 BE RECEIVED for information; it being noted that the Civic Administration will continue to provide updates on financial impacts resulting from the provincial budget and other legislative changes through the semi-annual budget monitoring process and will evaluate, develop mitigation plans to control costs and incorporate impacts to the City of London’s budget as appropriate during development of the 2020-2023 Multi-Year Budget; and

b) the Civic Administration BE DIRECTED to continue advocacy efforts to inform the provincial government of the potential impacts of the proposed legislative changes on the City and to work with the Province of Ontario to identify innovative solutions to shared challenges including providing adequate lead time to allow municipalities to plan for changes prior to implementation.

**Motion Passed**

6. (2.2) Council Policy Manual (Relates to Bill No.'s 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the following actions be taken with respect to the "Policy for the Establishment and Maintenance of Council Policies":

a) the proposed by-laws appended to the staff report dated May 28, 2019 as Appendices B1 and B2 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019, to provide for the following new Council Policies:

- i) Municipal Service and Financing Agreements Policy;
- ii) Part-Lot Control Exemption Policy

b) the proposed by-laws appended to the staff report dated May 28, 2019 as Appendices C1 to C9 BE INTRODUCED at the Municipal Council meeting to be held on June 11, 2019, to amend the following Council Policies:

- i) "Accessibility Policy" to be amended to provide for additional language to clarify that provision of accessible services, includes services for employees as well as the public and to include reference to The Integrated Accessibility Standards".
- ii) "Annual Retirement Dinner, 25-Year Club Dinner and Other Civic Dinners Policy" to be amended to rename the Policy "Receptions and Dinners for Retirement, 25-Year Club and other Civic Occasions" and to clarify the type of events to be held.
- iii) "City of London Community Suite Policy" to be amended to include the requirement for the user groups to provide proof of insurance.
- iv) "City of London Records Management Policy" to be amended to clarify that City records include those that have been received or created by the City, and to update the Policy to reflect current practices.
- v) "Flags at City Hall Policy" to be amended to rename the Policy "Flags at City Hall" and to add reference and provisions with respect to the flags located at the back entrance of City Hall.
- vi) "Free of Fear Services for All Policy" to be amended to provide for annual reporting and to clarify that the Policy applies to all City services.
- vii) "Review of Ward Boundaries Policy" to be amended to provide for the review to be undertaken as required.
- viii) "Special Assistance and Supplementary Aid" Policy to be amended to rename the Policy "Discretionary Benefits".
- ix) "Urban Design Awards" to be amended to provide for three specific awards categories.

c) the proposed by-laws appended to the staff report dated May 28, 2019 as Appendices D1 to D3 BE INTRODUCED at the

Municipal Council meeting to be held on June 11, 2019, to repeal the following Council Policies:

- i) "Public Notification Policy for Construction Projects" to be repealed and be replaced with an Administrative Procedure as directed by Municipal Council.
- ii) "Affordable Housing Reserve Fund Implementation Policy" to be repealed as the Policy is no longer required.
- iii) "Purchase Services Agreements" to be repealed as the Policy is outdated and no longer required; and,
- d) the Civic Administration BE DIRECTED to report back to the Corporate Services Committee with respect to the potential of a new policy whereby the City of London would host an annual event to recognize Black History month.

**Motion Passed**

#### 8.5 14th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 14th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding part h) of item 4.1.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

#### 2. (4.1) 1st Report of the Striking Committee

That the following actions be taken with respect to the 1st Report of the Striking Committee from its meeting held on May 9, 2019:

- a) B. Mackinnon BE ELECTED Chair and J. Hodge BE ELECTED Vice Chair of the Striking Committee;
- b) the following actions be taken with respect to appointments to the Accessibility Advisory Committee for the term ending June 30, 2021:
  - i) the following individuals BE APPOINTED:
    - Guy Ashford-Smith (Person with a Disability)
    - Alex Bueschleb (Person with a Disability)
    - Edward William Eadinger (Person with a Disability)
    - Natalie Judges (Person with a Disability)
    - Gerald LaHay (Person with a Disability)
    - Jacqueline Madden
    - Jay Menard
    - Penny Moore (Person with a Disability)
    - Pamela Quesnel
    - Deana Ruston (Person with a Disability)
    - Karen Steinmann



Jeanette Wilson; and,

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Michael Dawthorne BE APPOINTED;

it being noted that the Striking Committee acknowledges that the proposed membership of the Accessibility Advisory Committee (ACCAC) will contain a number of new appointees and therefore having longer-standing members being reappointed will assist with transitioning the new ACCAC members;

c) the following actions be taken with respect to appointments to the Advisory Committee on the Environment for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Mike Bloxam

Janice Howell

Kevin May

Michael Ross

Michael D. Ross

Rose Sirois

Karim Soliman

Alvin Thompson

Allan Tipping

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Diane Szoller BE APPOINTED;

d) the following actions be taken with respect to appointments to the Agricultural Advisory Committee for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Jim Kogelheide

Eleanor J. Rath

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Lawlor McKenna BE APPOINTED;

iii) notwithstanding section 4.4 – Eligibility for Appointment of the “General Policy for Advisory Committees”, the following non-residents BE APPOINTED:

Patrick Conlin

Larry F. McGill

Steve Twynstra

it being noted that the Agricultural Advisory Committee provides for representatives from agriculturally related organizations such as Middlesex Soil and Crop Improvement Association, Middlesex Federation of Agriculture and Christian Farmers Federation of Agriculture; and

it being further noted that Patrick Conlin and Steve Twynstra are currently members of the Agricultural Advisory Committee;

e) the following individuals BE APPOINTED to the Animal Welfare Advisory Committee for the term ending June 30, 2021:

Marie Blosh  
Wendy Brown  
Alexandria Hames  
Ann Hayes  
Shannon James  
Patricia Lystar  
Marg Szabo  
Michelle Toplack  
Sean Walters

f) the following actions be taken with respect to appointments to the Child Care Advisory Committee for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Nicole Blanchette  
Tamara Blaney  
Jane Hanbuch  
Barbara Jackson  
Douglas MacRae  
Kevin May

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Shari Carter, Diane Gordon and Julie Keens BE APPOINTED;

g) the following individuals BE APPOINTED to the Community Safety and Crime Prevention Advisory Committee for the term ending June 30, 2021:

Izabela Bielaska  
James A. Campbell  
Luthra Devinder  
Lorraine Fay  
Bessie Fragis  
Brian Gibson  
Zygmunt M. Gorski  
Montanna Hackett  
Tariq Khan  
Lauren Krobisch  
Douglas MacRae  
Beverly Madigan  
Bruce Rankin  
John F. Slavin

i) the following actions be taken with respect to the appointments to the Diversity, Inclusion and Anti-Oppression Advisory Committee for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Janice Braithwaite

Michael Buzzelli

Florence Cassar

Cori DuHasky

Zeba Hashmi

Brian Hill

Decca Jama

Rasha Nasser

Mphatso Mlotha

Carolyn Szturm

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Rifat Hussain BE APPOINTED;

j) the following actions be taken with respect to the appointments to the Environmental and Ecological Planning Advisory Committee for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Erick Arellano

Ian Arturo

Lauren Banks

Alex Bilson Darko

Andrea Boyer

Amanda Clever

Rebecca Doyle

Carol Dyck

Seun Esan

Peter Ferguson

Leanne Grieves

Susan Hall

Spencer Heuchan

Jumanah Khan

Berta B. Krichker

Issam Mohamed

Katrina A. Moser

Brendon Samuels

Suba Sivakumar

Randy Trudeau

Mike Wallace

Ian Whiteside

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Sandy Levin BE APPOINTED;

k) the following actions be taken with respect to the appointments to the London Advisory Committee on Heritage for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Stephanie Bergman

Mike Bloxam

Joshua Dent

Luke Fischer

Sarah Gibson

Tara Jenkins

Susan Joy Spindler

Joshua Monk

Eleanor J. Rath

Mike Rice

Kerby Waud

Margaret Whalley

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Derek Dudek and John Manness BE APPOINTED;

l) the following actions be taken with respect to the appointments to the London Housing Advisory Committee for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Mohammed Abdo

Jordan Banninga

Michael Courey

Brian Harris

Mike Joudrey

Josie Lane

Wanda Latuszak

Annie Malik

Carrie O’Brien

Betsy Odegaard

John Peaire

Rachel Peaker

Margaret Richings

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Deb Peckham BE APPOINTED;

m) the following individuals BE APPOINTED to the Transportation Advisory Committee for the term ending June 30, 2021:

Ayo Abiola

George Bikas

Dan Doroshenko  
Dan Foster  
Brian Gibson  
Zygmunt M. Gorski  
Trevor Kerr  
Tariq Khan  
Penny Moore  
Mike Rice  
Michael D. Ross  
Sean Wraight  
Jesse Zhu

n) the following actions be taken with respect to the appointments to the Trees and Forests Advisory Committee for the term ending June 30, 2021:

i) the following individuals BE APPOINTED:

Amber Cantell  
Marnie Demand  
Alexandria Hames  
Jim Kogelheide  
Alex Morrison  
Alvin Thompson  
AnnaMaria Valastro

ii) notwithstanding section 4.6 – Maximum Length of Services of the “General Policy for Advisory Committees”, Roberto Mannella BE APPOINTED.

3. (5.1) Community Safety and Crime Prevention Advisory Committee Referral

That clause 5.2 of the 4th Report of the Community Safety and Crime Prevention Advisory committee, as referred by the Community and Protective Services Committee, BE RECEIVED; it being noted that the submission included a communication from L. Steel with respect to this matter.

2. (4.1) 1st Report of the Striking Committee

Motion made by: S. Lewis

That part h) of the item 4.1 BE APPROVED.

h) the following individuals BE APPOINTED to the Cycling Advisory Committee for the term ending June 30, 2021:

Kate Brawn  
Ben Cowie  
Christopher DeGroot  
Rebecca Henderson  
Benjamin Hill

Jason Jordan  
Craig Linton  
Chris Pollett  
Ernie L. Raftis  
Jamieson Roberts  
Olivia Toth

Yeas: (9): Mayor E. Holder, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Nays: (6): M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, and E. Peloz

**Motion Passed (9 to 6)**

**9. Added Reports**

9.1 12th Report of Council in Closed Session

At 5:50 PM, Councillor P. Squire leaves the meeting.

Motion made by: A. Kayabaga  
Seconded by: M. Salih

That IT BE NOTED that progress was made on the item considered in closed session.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloz, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

**10. Deferred Matters**

None.

At 5:52 PM, Councillor P. Squire enters the meeting.

Motion made by: M. Cassidy  
Seconded by: S. Lewis

That pursuant to section 13.2 of the Council Procedure By-law, reconsideration of part b)vi) "Free of Fear Services for All Policy" of Item 2.2 of the 13th Report of the Corporate Services Committee, BE APPROVED, in order to allow for a voting correction.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloz, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: E. Peloz  
Seconded by: A. Kayabaga

That part b)vi) "Free of Fear Services for All Policy" of Item 2.2 of the 13th Report of the Corporate Services Committee, BE APPROVED:

b)vi) "Free of Fear Services for All Policy" to be amended to provide for annual reporting and to clarify that the Policy applies to all City services;"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): M. Salih

**Motion Passed (14 to 0)**

## **11. Enquiries**

Councillor P. Van Meerbergen enquiries regarding the scheduling of grass cutting at City Parks and the need for enhanced communication with the public regarding this matter. The Managing Director, Parks and Recreation responded by providing information pertaining to the scheduling of grass cutting at City Parks and provided information on communication with the public regarding the scheduling.

Councillor S. Turner enquires with respect to the requirement of the *Municipal Elections Act, 1996* for anyone who spends money to campaign for or against a registered candidate in the municipal election or for or against a question on the municipal ballot to be registered as a third party with the clerk of the municipality and to file any expenses associated with that activity. He references recent reports in the media that he indicates had provided evidence that individuals or organizations likely did participate in the past municipal election as unregistered third-party advertisers. He states that information has been provided by the Clerk to Members of Council and the public that since these third parties were unregistered, a review of expenses by the Compliance Audit Committee would not be within their mandate. He indicates that his question for the clerk is, if there are grounds to believe that these activities, contrary to the *Municipal Elections Act* did indeed occur, what recourse is available to have these allegations investigated by any sort of independent panel, and to have the matter referred to and represented in the courts where warranted?

The City Clerk and the City Solicitor responds to questions asked of Members of Council indicating that there did not appear to be any authority under the *Municipal Elections Act, 1996* (MEA) for the Municipal Council or the Clerk to take any action regarding this matter and that the elector could inquiry of the Ontario Provincial Police if an investigation under the MEA was warranted or to seek a ruling from the Court of any potential violations of the MEA.

## **12. Emergent Motions**

Motion made by: S. Turner

Seconded by: A. Hopkins

That pursuant to section 20.2 of the Council Procedure By-law, leave BE GIVEN to introduce an emergent motion regarding directions to the Civic Administration in relation to potential violations of the *Municipal Elections Act, 1996*.

Yeas: (10): Mayor E. Holder, M. Salih, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (4): M. van Holst, S. Lewis, P. Squire, and S. Hillier

Recuse: (1): M. Cassidy

**Motion Passed (10 to 4)**

At 6:02 PM, Councillor M. Cassidy leaves the meeting.

Motion made by: S. Turner  
Seconded by: A. Kayabaga

That the Civic Administration BE DIRECTED to investigate and report back to the next meeting of the Corporate Services Committee with options for establishing an independent panel to receive and review complaints associated with potential violations of the *Municipal Elections Act, 1996* and to refer to and provide representation in court on matters where violations are deemed by that panel as likely to have occurred.

Pursuant to section 11.6 of the Council Procedure By-law, the motion moved by Councillor S. Turner and seconded by Councillor A. Kayabaga is, at the joint request of the mover and seconder and with the consent of Council, withdrawn.

### 13. By-laws

Motion made by: S. Lehman  
Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No.'s 199 to 229, excluding Bill No. 210, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

Motion made by: S. Hillier  
Seconded by: E. Pelozo

That Second Reading of Bill No.'s 199 to 229, excluding Bill No. 210, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

Motion made by: M. van Holst  
Seconded by: S. Lewis

That Third Reading and Enactment of Bill No.'s 199 to 229, excluding Bill No. 210, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (14 to 0)**

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

That Introduction and First Reading of Bill No. 210, BE APPROVED.



Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): M. Salih

**Motion Passed (13 to 0)**

Motion made by: E. Pelozza

Seconded by: S. Lewis

That Second Reading of Bill No. 210, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): M. Salih

**Motion Passed (13 to 0)**

Motion made by: S. Hillier

Seconded by: E. Pelozza

That Third Reading and Enactment of Bill No. 210, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): M. Salih

**Motion Passed (13 to 0)**

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

**BY-LAWS TO BE READ A FIRST, SECOND, AND THIRD TIME:**

Bill No. 199 By-law No. A.- 7859-149	A by-law to confirm the proceedings of the Council Meeting held on the 11th day of June, 2019. (City Clerk)
Bill No. 200 By-law No. B- 7	A by-law to provide for construction, demolition, change of use, occupancy permits, transfer of permits and inspections. (3.5/11/PEC)
Bill No. 201 By-law No. C.P.- 1284(un)-150	A by-law to amend the Official Plan for the City of London, 1989 relating to 146 Exeter Road. (3.2a/10/PEC)
Bill No. 202 By-law No. C.P.-1512(c)- 151	A by-law to amend The London Plan for the City of London, 2016 relating to 146 Exeter Road. (3.2c/10/PEC)
Bill No. 203 By-law No. CPOL.-391- 152	A by-law to enact a new Council policy entitled "Municipal Service and Financing Agreements". (2.2a/13/CSC)
Bill No. 204 By-law No. CPOL.-392- 153	A by-law to enact a new Council policy entitled "Part-Lot Control Policy" to guide the consideration of request for exemption to Part-Lot Control. (2.2a/13/CSC)
Bill No. 205 By-law No. CPOL.- 122(b)-154	A by-law to amend By-law No. CPOL.-122-374, as amended, being "Accessibility Policy" to provide additional language to clarify that provision of accessible services includes services for employees, as well as the public, and to include reference to The Integrated Accessibility Standards. (2.2b/13/CSC)
Bill No. 206 By-law No. CPOL.-19(b)- 155	A by-law to amend By-law No. CPOL.-19-215, as amended, being "Annual Retirement Dinner, 25-Year Club Dinner and Other Civic Dinners Policy" by renaming the Council Policy to "Receptions and Dinners for Retirement, 25-Year Club and Other Civic Occasions" and to clarify the type of events to be held. (2.2b/13/CSC)
Bill No. 207 By-law No. CPOL.- 193(b)-156	A by-law to amend By-law No. CPOL.-193-445, as amended, being "City of London Community Suite Policy" to include the requirement for user groups to provide proof of insurance. (2.2b/13/CSC)
Bill No. 208 By-law No. CPOL.- 128(b)-157	A by-law to amend By-Law No. CPOL.-128-380, as amended, being "City of London Records Management Policy" to clarify that City records include those that have been received or created by the City and to update the Policy to reflect current practices. (2.2b/13/CSC)
Bill No. 209 By-law No. CPOL.-114(c)- 158	A by-law to amend By-law No. CPOL.-114-366, as amended, being "Flags at City Hall Policy" by renaming the Policy "Flags at City Hall" and to add reference and provisions with respect to the flags located at the back entrance of City Hall. (2.2b/13/CSC)

Bill No. 210 By-law No. CPOL.- 275(a)-159	A by-law to amend By-law No. CPOL.-275-266, being “Free of Fear Services for All Policy” to provide for annual reporting and to clarify that the Policy applies to all City services. (2.2b/13/CSC)
Bill No. 211 By-law No. CPOL.-72(b)- 160	A by-law to amend By-law No. CPOL.-72-304, as amended, being “Review of Ward Boundaries Policy” to provide for the review to be undertaken when required. (2.2b/13/CSC)
Bill No. 212 By-law No. CPOL.- 202(a)-161	A by-law to amend By-law No. CPOL.-202-454, as amended, being “Special Assistance and Supplementary Aid”, by renaming the Policy “Discretionary Benefits”. (2.2b/13/CSC)
Bill No. 213 By-law No. CPOL.- 167(a)-162	A by-law to amend By-Law No. CPOL.-167-419, as amended, being “Urban Design Awards” to provide for three specific award categories. (2.2b/13/CSC)
Bill No. 214 By-law No. CPOL.-89(a)- 163	A by-law to repeal By-Law No. CPOL.-89-340 and any amendments thereto, being “Public Notification Policy for Construction Projects”. (2.2c/13/CSC)
Bill No. 215 By-law No. CPOL.-393- 164	A by-law to repeal By-Law No. CPOL.-75-307 and any amendments thereto, “Affordable Housing Reserve Fund Implementation Policy” as the Policy is no longer required. (2.2c/13/CSC)
Bill No. 216 By-law No. CPOL.-394- 165	A by-law to repeal By-Law No. CPOL.-203-455 and related amendments thereto, being “Purchased Service Agreements”. (2.2c/13/CSC)
Bill No. 217 By-law No. S.- 6008-166	A by-law to permit Maciej Andrzej and Axel Maria Krupicz to maintain and use a boulevard parking area upon the road allowance for 227 Hill Street, City of London. (City Clerk)
Bill No. 218 By-law No. S.- 6009-167	A by-law to assume certain works and services in the City of London. (Sunningdale Meadows Subdivision Phase 2, Plan 33M-665) (City Engineer)
Bill No. 219 By-law No. S.- 6010-168	A by-law to repeal By-law No. S.-6004-145 entitled, “A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Cedarpark Way).” (City Clerk)
Bill No. 220 By-law No. S.- 6011-169	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Cedarpark Way) (City Surveyor - for unobstructed legal access throughout the Subdivision)
Bill No. 221 By-law No. S.- 6012-170	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hamilton Road and Egerton Street) (City Surveyor - purposes of establishing the following Lands as public highway)

Bill No. 222 By-law No. S.- 6013-171	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, west of Homeview Road) (as widening to Homeview Court and Homeview Road) (City Surveyor - pursuant to SPA18-114 and in accordance with Zoning By-law Z-1)
Bill No. 223 By-law No. W.-5649-172	A by-law to authorize the New Thames Valley Pathway North Branch. (Project PD2125) (2.4/9/CWC)
Bill No. 224 By-law No. Z.- 1-192751	A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning of the lands located on a portion of 146 Exeter Road (Richardson Subdivision, 39T-15501, Lots 1-6, 19-42). (2.1/10/PEC)
Bill No. 225 By-law No. Z.- 1-192752	A by-law to amend By-law No. Z.-1 to rezone an area of land located on a portion of 146 Exeter Road (Block 36 and 37, Richardson Subdivision 39T-15501). (3.1/10/PEC)
Bill No. 226 By-law No. Z.- 1-192753	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 146 Exeter Road. (3.2b/10/PEC)
Bill No. 227 By-law No. Z.- 1-192754	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1350 Trafalgar Street. (3.3/10/PEC)
Bill No. 228 By-law No. Z.- 1-192755	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1170 Wellington Road. (3.3/11/PEC)
Bill No. 229 By-law No. Z.- 1-192756	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3087 White Oak Road. (3.4/11/PEC)

**14. Adjournment**

Motion made by: P. Van Meerbergen  
Seconded by: S. Lewis

That the meeting adjourn.

The meeting adjourned at 6:34 PM.

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Ed Holder, Mayor

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Catharine Saunders, City Clerk

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.5 PUBLIC PARTICIPATION MEETING – Application – Repeal of Building By-law B-6 and Proposed Building By-law B-7

- *(Councillor S. Turner recognizing that the London Development Institute submitted comments and reflected what Mr. P. Kokkoros, Deputy Chief Building Official, had said with respect to the working relationship between staff and the industry, it is helpful to note and good to hear, it certainly makes the process a lot easier when it comes to this point in the process; quick question and he brought it up recently, is the Building Permit Stabilization Reserve Fund setting it to 100%, with that it says when that is not met then they would review permit fees in the same place there is a provision right now, he thinks it is between 30% and 50%, since it is a singular number, that is landing on the head of a pin, how do you adjust or have some buffer for a range that is maybe within plus or minus 5% without having to review it every single year because it will be next to impossible to keep it at exactly 100% each year.); P. Kokkoros, Deputy Chief Building Official, responding that this is something that they are going to be working through via policy with their stakeholders to determine if they go between 90% and 110% obviously landing on 100% is something that, as Councillor S. Turner says, land on the head of a needle sort of thing, if it ever exceeded 100%, they would be looking at reducing the fees and this is part of an annual control that they are going to be putting in place, seeing where they are in terms of revenues and costs and what is the balance of the Permit Stabilization Reserve Fund; (Councillor S. Turner saying thanks, that makes a lot more sense.).*
- Mike Wallace, Executive Director, London Development Institute – advising that he sent a letter to the Planning and Environment Committee regarding the process of the by-law replacement and he appreciates the effort that the Deputy Building Official put forward in terms of communicating not just with the London Home Builders Association but also with the London Development Institute; stating that it is a great combination for them to work together on this, it was a very good process and he knows that in the City of London Strategic Plan that Council has approved, that they are looking at improving relationships and processes at the City to make things smoother and better and he would point to this as one of the successes of the early success for the Strategic Plan that this organization and this way of communicating went well; advising that it was not just a communication, they actually had suggestions and some of them got implemented so that is the kind of two way street that they like to see happen and is happening at the City on a number of fronts not just on this one; commenting on the 100% threshold that has been a Council decision that was made relatively recently moving from the 30% to 50% to the 100%; appreciating staff's approach that it would be phased in over time; stating that one of the issues that the City has and they have as an industry is affordability and if any changes to fees, homeowners pay, there is no mystery behind it so it adds to the costs of development and building and so anything that they can do to help with the affordability issue in terms of this phasing process he thinks is a very positive piece; reminding Council that the law is that building fees you are not supposed to make a profit on it and you are not supposed to lose money on it; stating that the fact of the matter is that when a guy like himself walks in with a building permit for a porch or a patio or something in the back, the chances that he, as a non-professional, are as prepared as possible with the appropriate wording, the appropriate drawings, the appropriate application for a building permit is often unlikely and that in actual fact, in terms of staff time, doing the smaller projects from non-professionals probably takes up more time to get a building permit than it does from the group that he represents or the London Homebuilders group who do it on a regular basis, know exactly what they need and are professional about it in terms of having the detailed work done in advance; advising that their industry is ok with that, they just want to make sure that it is a bit of a reminder

that building permit fees are for everybody not just their industry but for those that are just doing their own do it yourself projects in their backyards or to their house or adding a garage or whatever and they are supportive of the safety that is needed with this; expressing concern that eventually, if building permit fees go so high for those things, what would happen is that those who are building patios in their backyards will not bother getting permits and that is an issue that needs to be addressed; advising that, as an industry, they are very supportive of the balance that the City has struck in their Building Department and are able to have fees that they are able to absorb with this increase and particularly the change in terms of the number of schedules and making it more efficient and more effective so that they can build more affordability issues right into the process that they have here in London; reiterating that they are fully supportive of all the recommendations in front of them and the changes.

June 16, 2019

To: Planning and Environment Committee

Cc: Michelle Knieriem

Re: Victoria Park Secondary Plan

Thank you for the opportunity to comment on the draft Secondary Plan. As a resident on Wolfe Street, this has been a concern for several years now, and I look forward to continuing the dialogue.

First, I would like to applaud the Planning staff for a very comprehensive report and for their willingness to talk to all stakeholders on this issue. I felt that this report spoke well to the Planning Principles as approved by City Council.

I view Victoria Park, and the adjacent Reg Cooper Square as London's town square. As you think about the town squares around the world that you like to visit, most of them are surrounded by up to 5-6 storey buildings. This, in my opinion, would be the best aesthetic option around the park. It gives the park room to breathe. It lets the park dominate, not the architecture. Creating podiums is not the same. The height as stipulated by the heritage conservation plan (5 storeys) should be maintained.

The report talks about transitioning the height of buildings, yet I do not see any discussion about the transition from Richmond Street to the park itself. Going from 30 storeys on Richmond Street, to 25 stories on Clarence then to 0 in the park is a stark transition. Putting twin towers on that wedge of land creates a barrier to the park – regardless of whether you add extra “view corridors”. It is like how the Gardiner expressway cuts off Harbourfront from the City of Toronto. Yes, there should be intensification, but keep it to a mid-rise building.

There were several specific points I wish to comment on:

1. I would like to see elevations around the park. The aerial views make it difficult to really visualize the height of the buildings in relation to their surrounding buildings. In one instance, a 35 tower looks smaller than One London Place; in another, 2 25 storey towers that sit side-by-side look like are different heights.
2. Cultural Heritage (3.5) states “new development shall be compatible with existing setbacks” and General Built Form (3.6.1) states development “will reinforce the established built form edge”. I realize that this refers mostly to the dominant street view but would like to see this adhered to with the Wolfe street side of the SE corner development. The plans for this site to date illustrate the building following the footprint of the existing parking lot – but this does not conform to the built form edge of the street. It narrows it significantly.
3. This is the first that we have seen the idea to replace Centennial Hall with another high rise. The illustration shows a building with a long podium that interferes with Reg Cooper Square. This would nullify any potential for the creation of a real “town square” such as Nathan Phillips Square in Toronto. I think redevelopment of this site provides the City with a great leadership opportunity. City Hall and Centennial House create a strong skyline that should be matched by any new development around the “town square”. The demonstration view also highlights the loss of green landscaping at Reg Cooper Square, diminishing the feel that the park flows into the

square, especially during times like Sun Fest or Remembrance Day celebrations. Expanding the park into Reg Cooper square would certainly move the park more towards a Central Park feel.

4. Eliminate bonusing.
  - a. There is limited opportunity for public parking as we have been told it is too costly to go more than 2 storeys underground, and the design principles remove any ability for above ground parking on the park-facing elevations.
  - b. These units will likely to sold as condos (if not immediately, then in the long term), so there is really no opportunity for “affordable” housing (even at 80% these units would not be “affordable” by many).
  - c. As the BRT options for the northern sections did not get approved, any transit amenities would be very far in the future to be worth considering.
  - d. New pedestrian connections is not worth the “price” of having, in some cases a building almost double the allowable height (from 20 storeys to 35).
5. Section 3.10 states that high rises need to provide indoor and/or outdoor amenity space to take the pressure off the park. I would like to see the indoor provision removed. The landlord will provide the indoor amenities that they feel will help to “sell” their development to the consumer, the city does not need to stipulate that. The need for outdoor amenity space is vital due to the proliferation of dog-owners. The pressure on the park to be the toilet for hundreds of dogs takes away the enjoyment of sitting on the grass during some of the cultural offerings at the park. How does the grass even survive that much dog urine?

I look forward to continuing discussions with ALL Londoners about what Victoria Park means to them.

Sincerely,

Mary Ann Hodge

310 Wolfe Street



# *People's Forum On Housing*

June 17, 2019

Jerri-Joanne Bunn, Committee Secretary  
City Clerk's Office, City of London  
300 Dufferin Avenue  
London, ON N6A 4L9

Dear Jerri-Joanne

Thank you for forwarding the petition to the CPSC meeting on June 17<sup>th</sup>.

Please find attached an additional 90 signatures, collected by the People's Forum on Housing, since we met on June 7<sup>th</sup>.

**We, the undersigned residents of the City of London, County of Middlesex,  
Draw the attention of the London City Council to the following,**

**THAT**           The current Official Plan for the City of London was adopted by the Municipal Council on June 19, 1989,  
Chapter 12 of the official plan enacts the Housing Policies, including all approved amendments, and  
Adequate access to affordable housing is essential to the vitality of our community

**THEREFORE,**       **request that City Council**  
**your petitioners**    ● direct civic staff to deliver a comprehensive report, in line with the requirements stated in the Official Plan (12.2.4), to London Municipal Council,  
● convene an expert task force or special committee to examine the required reports, as specifically outlined in Chapter 12 of the Official Plan for the City of London.  
● direct this task force or committee to provide a report on findings, with recommendations, to the London Municipal Council, with the purpose of implementing the measures to increase the supply of affordable housing across the city of London.

We understand the signatures on the petition will not appear on the public agenda as you do not publish petitions.



Chris Stroud, Member,  
People's Forum on Housing (London, Ontario)

## PETITION TO CITY OF LONDON MUNICIPAL COUNCIL

**We, the undersigned residents of the City of London, County of Middlesex,**

**Draw the attention of the London City Council to the following,**

**THAT** The current Official Plan for the City of London was adopted by the Municipal Council on June 19, 1989,

Chapter 12 of the official plan enacts the Housing Policies, including all approved amendments, and

Adequate access to affordable housing is essential to the vitality of our community

**THEREFORE,  
your petitioners**

**request that City Council**

- direct civic staff to deliver a comprehensive report, in line with the requirements stated in the Official Plan (12.2.4), to London Municipal Council,
- convene an expert task force or special committee to examine the required reports, as specifically outlined in Chapter 12 of the Official Plan for the City of London.
- direct this task force or committee to provide a report on findings, with recommendations, to the London Municipal Council, with the purpose of implementing the measures to increase the supply of affordable housing across the city of London.



**Amiraco Properties Inc.**  
c/o York Property Management  
470 Dundas Street, Suite 106  
London Ontario N6B 1W3  
Phone: (519) 432-2690 Fax (519) 432-8967

BY E-MAIL  
csaunder@london.ca

June 19, 2019

Mayor Holder: Members of City of London Council  
City of London  
300 Dufferin Avenue,  
London ON, N6A 4L9

Dear Mayor Holder and Committee Members:

**RE: Old East Village Dundas Street Corridor Secondary Plan  
496 Dundas Street, London  
Amiraco Properties Inc.  
FILE: O-8879**

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Amiraco Properties Inc. is the owner of lands addressed municipally as 496 Dundas Street, London. These lands are located within the study area of the Old East Village Dundas Street Corridor Secondary Plan.

On June 13, 2019, MHBC submitted a letter of concern respecting the proposed Secondary Plan on our behalf to the City of London Planning and Environment Committee (enclosed). As stated in this letter, we are considering a plan to redevelop these lands for a mixed-use, high-rise tower in keeping with current Official Plan and Zoning By-law permissions.

By contrast, the proposed Old East Village Dundas Street Corridor Secondary Plan designates our property for 'up to mid-rise forms', with maximum building heights limited to eight storeys. Bonusing permissions set out in the proposed Secondary Plan only apply to high-rise forms and would therefore not be applicable to our land.

As summarized in our letter, **we do not support a mid-rise building height restriction being applied to our lands as it results in a loss of development permissions relative to those established in the City's 1989 Official Plan, the new Official Plan (The London Plan) and the Zoning By-law.** We are therefore seeking additional building height permissions for this property under the proposed Secondary Plan (1) to accommodate the high-rise form being contemplated for these lands and (2) to reflect current development permissions.

In its letter to the City's Planning Division, dated June 11, 2019, MHBC proposed two potential revisions to the Secondary Plan to accommodate our development plans.

- (1) Establish a site-specific policy within the Secondary Plan to permit high-rise buildings and/or building heights in excess of eight storeys on 496 Dundas Street (notwithstanding any other policies to the contrary set out in the Secondary Plan).
- (2) Amend Schedule 3 (Permitted Heights) and any corresponding schedules or policies to identify 496 Dundas Street as a property where high-rise forms are permitted. Under this approach, it is assumed that bonusing opportunities, or a similar program to increase standard maximum building heights, would therefore be available for this property.

At the public meeting regarding the Secondary Plan held before the Planning and Environment Committee on June 17, 2019, MHBC reiterated our concerns with the proposed Secondary Plan designation and our request for further dialogue with Planning Division staff to discuss the proposed development for 496 Dundas Street. We also requested that the Committee defer its recommendation on the Secondary Plan to allow for further discussions between ourselves and City staff. The Committee did not support our request for deferral.

Given that the proposed Secondary Plan will have a significant impact on the development potential of our lands, **we respectfully request that Council defer approval of this plan, and direct it back to City staff for further analysis and review in relation to our proposal.** Alternatively, we request that, in consultation with Planning Division staff, Council amend the proposed Secondary Plan to appropriately retain high-rise permissions on our lands.

We thank you for your consideration of this request. Please contact the undersigned if you have any questions pertaining to this matter.

Yours truly,  
**Amiraco Properties Inc**



Mike Meddaoui  
President

Attachment

cc. Kerri Killen, Britt O'Hagan, Gregg Barrett and John Fleming, *City of London*  
Scott Allen, *MHBC*

June 13, 2019

Chair Anna Hopkins: Members of City of London Planning and Environment Committee  
City of London  
300 Dufferin Avenue,  
London ON, N6A 4L9

Dear Chair Hopkins and Committee Members:

**RE: Old East Village Dundas Street Corridor Secondary Plan (O-8879)**  
**496 Dundas Street, London**  
**Amiraco Properties Inc.**  
**OUR FILE: 14212'A'**

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Please find enclosed a letter recently submitted by MHBC to the City of London Planning Division regarding the draft Old East Village Dundas Street Corridor Secondary Plan and pertaining to the above-referenced property. It is noted in this letter that our client, Amiraco Properties Inc., is considering a plan to redevelop these lands for a mixed-use, high-rise tower consistent with current Official Plan and Zoning By-law permissions. It is further noted that under the proposed Secondary Plan, this property is to be designated for mid-rise development given its location on the north side of Dundas Street.

As summarized in our letter, we are not supportive of the mid-rise building height restriction being proposed for these lands as it results in a loss of development permissions relative to those established in the City's 1989 Official Plan, The new Official Plan (The London Plan) and the Zoning By-law. We are therefore seeking additional building height permissions for this property under the proposed Secondary Plan (1) to accommodate the high-rise form being contemplated for these lands and (2) to reflect current development permissions.

At this time, we are seeking an opportunity for further dialogue with Planning Division staff to discuss the proposed development for 496 Dundas Street in more detail and to explore options to address our specific concern. We therefore respectfully request that the Committee consider deferring its recommendation on the Secondary Plan until further discussions can be carried out between our client and City staff.

We thank you for your consideration of this request. Please contact the undersigned if you have any questions pertaining to this matter.

Yours truly,

**MHBC**

A handwritten signature in black ink, appearing to read "Scott Allen". The signature is fluid and cursive, with the first name "Scott" being more prominent than the last name "Allen".

Scott Allen, MA, RPP  
Partner

C *Britt O'Hagan, Gregg Barrett, John Fleming; City of London  
Mike Meddaoui, Said Meddaoui; Amiraco Properties Inc.*

*Encl.*

June 11, 2019

Kerry Killen, Senior Planner  
City Planning – Urban Regeneration  
City of London  
206 Dundas Street  
London, ON N6A 1G7

Dear Ms. Killen:

**RE: Old East Village Dundas Street Corridor Secondary Plan (O-8879)**  
**496 Dundas Street, London**  
**Amiraco Properties Inc.**  
**OUR FILE 14212'C'**

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On behalf of the Amiraco Properties Inc., owner of 496 Dundas Street, we have had the opportunity to review the consultation materials circulated by your office for the above-referenced Secondary Plan. As the owner of lands being considered for redevelopment within the defined project area, our client has a particular interest in this planning process.

At this time, we wish to provide comments for your consideration. The following discussion (1) provides a brief overview of the planning framework applicable to this property and (2) outlines our specific concerns with the development permissions proposed for these lands under the draft Secondary Plan, dated February 2019.

***Planning Context (Existing Permissions)***

City of London Official Plan (1989)

The subject lands are designated Main Street Commercial Corridor pursuant to Schedule 'A' (Land Use) of the City's 1989 Official Plan. Section 4.4.1 of this Official Plan prescribes that a variety of urban uses are permitted within this designation, including small-scale retail uses, small-scale offices and residential uses. With respect to residential permissions, it is also stated in this Section that residential densities in this designation should be consistent with those allowed for in the Multi-Family, High Density and Medium Density Residential designations. In accordance with Section 3.4.3 of this Official Plan, exclusive of bonusing, net densities in the Multi-Family, High Density Residential designation are to normally be less than 250 units/ha (100 unit/ac) for Central London (which encompasses the subject lands). There is no maximum building height permission defined for this designation.

### New City of London Official Plan (The London Plan)

This property is located in the Rapid Transit Corridor place type pursuant to Map 1 (Land Use) of the City's new Official Plan (The London Plan). Policy 837 of The London Plan states that a range of residential, retail, service, office, cultural, recreational, and institutional uses are permitted in this place type. Further, Table 9 of this Plan prescribes that the maximum building heights are normally eight storeys with 'Type 1' bonusing and up to twelve storeys with 'Type 2' bonusing. There is no maximum building residential density permission defined for this place type. It is also important to note that the permitted use and intensity policies for this place type are currently subject to appeal and are not in effect.

### City of London Zoning By-law Z.-1

A compound zoning structure is applied to these lands under the City's Zoning By-law comprised of Office Residential (OR) and Business District Commercial (BDC) components. Principally, the applicable OR Zone permits apartment buildings with small-scale office uses. Key development regulations of this zone include: a maximum residential density of 250 units/ha (consistent with the 1989 Official Plan), a site-specific maximum height permission of 46 m (approximately 15 storeys) and a maximum lot coverage of 50%.

### Old East Village Dundas Street Secondary Plan (Draft Permissions)

By contrast, Schedule 3 (Permitted Heights) of the draft Old East Village Dundas Street Corridor Secondary Plan designates this property for 'up to mid-rise forms'. Section 3.0 of the draft Secondary Plan states that a range of residential, retail, service, office, cultural uses are permitted in mid-rise forms, with maximum building heights limited to eight storeys (subject to built form policies set out in Section 3.3.3). Bonusing permissions identified in Section 3.4 of the draft Secondary Plan only apply to high-rise forms and are therefore not currently applicable to this property.

### **Commentary**

For your information, our client is considering a plan to redevelop this site for a mixed-use, high-rise tower consistent with current Official Plan and Zoning By-law permissions. The intent of this project is to promote housing choice and compact, efficient development along the Dundas Street corridor, in close proximity to: commercial, entertainment, employment and recreational uses; other high-rise forms; existing transit service; and the future Bus Rapid Transit system.

In light of these considerations, we are not supportive of the mid-rise building height restriction being proposed for these lands as it results in a loss of development permissions relative to those established in the 1989 Official Plan, The London Plan and the Zoning By-law. Accordingly, our client is seeking additional building height permissions for this property under the proposed Secondary Plan (1) to accommodate the high-rise form being contemplated for these lands and (2) to reflect current development permissions.

In our opinion, this request can be achieved through one of the following revisions to the draft Secondary Plan:

- (1) Establish a site-specific policy within the Secondary Plan to permit high-rise buildings and/or building heights in excess of eight storeys on 496 Dundas Street (notwithstanding any other policies to the contrary set out in the Secondary Plan).



- (2) Amend Schedule 3 (Permitted Heights) and any corresponding schedules or policies to identify 496 Dundas Street as a property where high-rise forms are permitted. Under this approach, it is assumed that bonusing opportunities, or a similar program to increase standard maximum building heights, would therefore be available for this property.

**In summary, we recommend that the building height permissions applicable to 496 Dundas Street be amended to permit the redevelopment of this property for a high-rise form reflective of current development permissions.**

We thank you for the opportunity to provide comments on the draft Secondary Plan. We trust that ongoing discussions and dialogue will be available to address the issue noted above. We reserve the right to raise additional issues and provide further comments on the Secondary Plan as the review process moves forward.

Yours truly,

**MHBC**



Scott Allen, MA, RPP  
Partner

C *Britt O'Hagan, Gregg Barrett, John Fleming; City of London  
Mike Meddaoui, Said Meddaoui; Amiraco Properties Inc.*

# Corporate Services Committee

## Report

14th Meeting of the Corporate Services Committee  
June 18, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen, A. Kayabaga, S. Hillier, Mayor E. Holder  
ALSO PRESENT: Councillors M. van Holst and S. Lewis; M. Hayward, A.L. Barbon, M. Bessegato, B. Card, I. Collins, B. Coxhead, M. Daley, J. Davies, P. Foto, M. Henderson, S. Khan, S. Miller, K. Murray, D. O'Brien, A. Ostrowski, M. Ribera, M. Ross, C. Saunders, B. Warner, B. Westlake-Power and R. Wilcox.

The meeting is called to order at 12:32 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Hillier  
Seconded by: A. Kayabaga

That items 2.2 to 2.7, excluding 2.6, BE APPROVED.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

### 2.2 Update #4: Harassment and Discrimination - Third Party Review - Workplace Assessment and Recommendations - Action Plan

Moved by: S. Hillier  
Seconded by: A. Kayabaga

That, on the recommendation of the City Manager and Managing Director, Corporate Services and Chief Human Resources Officer, the plan set out in the staff report dated June 18, 2019 in response to the Rubin Thomlinson LLP Workplace Assessment Report, BE ENDORSED.

**Motion Passed**

### 2.3 Report of the Downtown Monitored Surveillance Camera Program

Moved by: S. Hillier  
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Manager and on the advice of the Division Manager, Corporate Security and Emergency Management, the staff report dated June 18, 2019 regarding the Downtown Monitored Surveillance Camera Program BE RECEIVED for information purposes.

**Motion Passed**

2.4 2018 Annual Report on Development Charges Reserve Funds

Moved by: S. Hillier  
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Annual Report on Development Charges Reserve Funds:

a) the above-noted Report BE RECEIVED for information in accordance with section 43 (1) of the *Development Charges Act, 1997*, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and

b) the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer BE DIRECTED to make the 2018 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the *Development Charges Act, 1997*.

**Motion Passed**

2.5 Municipal Accommodation Tax - Process for Allocation of Funds

Moved by: S. Hillier  
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, all contributions to the Tourism Infrastructure Reserve Fund from the City's share of Municipal Accommodation Tax revenues BE APPROVED as a source of funding for the City's capital plan, with the exception of the commitments to external parties previously approved by Council.

**Motion Passed**

2.7 Industrial Land Development Strategy – Annual Monitoring and Pricing Report – City-Owned Industrial Land

Moved by: S. Hillier  
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the staff report dated June 18, 2019 entitled "Industrial Land Development Strategy Annual Monitoring and Pricing Report – City Owned Industrial Land", BE RECEIVED and;

b) NO ACTION BE TAKEN at this time to adjust the current pricing of the City owned industrial land from the following prices that were established October 1, 2018:

Pricing for serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, and Cuddy Blvd Parcels:

- Lots up to 3.99 acres \$80,000.00 per acre

- 4.00 acres and up \$70,000.00 per acre

Pricing for service industrial land in Trafalgar Industrial Park:

- All Lot sizes - \$ 65,000.00 per acre.

**Motion Passed**

2.1 Update: Workplace Diversity and Inclusion

Moved by: A. Kayabaga  
Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the staff report dated June 18, 2019 with respect to an update on Workplace Diversity and Inclusion BE RECEIVED for information purposes.

Yeas: (5): J. Morgan, J. Helmer, A. Kayabaga, S. Hillier, and E. Holder

Nays: (1): P. Van Meerbergen

**Motion Passed (5 to 1)**

2.6 4G+ / 5G Small Cell Pilot Project

Moved by: E. Holder  
Seconded by: S. Hillier

That, on the recommendation of the Director of Information Technology Services, the Managing Director, Environmental and Engineering Services and City Engineer, the Managing Director, Planning and City Planner, the Manager of Information Technology Services and the Director of Community and Economic Innovation and with the concurrence of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 4G+ / 5G Small Cell Pilot Project:

a) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to:

i) approve the Pilot Municipal Small Cell Licence Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. to facilitate the installation of the small cell telecommunications equipment; and

ii) authorize the Mayor and the City Clerk to execute the Agreement noted in part a) i) above;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this Agreement.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

2.8 Expropriation of Land – Wharncliffe Road Widening and Improvements Project

Moved by: S. Hillier

Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions be taken with respect to the Wharncliffe Road Widening and Improvements Project:

a) the expropriation of land as may be required for the Wharncliffe Road South Road Widening and Improvements Project between Becher Street and Springbank Drive, BE APPROVED; and,

b) the proposed by-law appended to the staff report dated June 18, 2019 as Schedule “B” BE INTRODUCED at the Council meeting on June 25, 2019 to:

i) authorize and approve an application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority for the approval to expropriate the land required for Wharncliffe Road South Road Widening and Improvements between Becher Street and Springbank Drive;

ii) The Corporation of the City of London as Expropriating Authority serve and publish notice of the above application in accordance with the terms of the Expropriations Act;

iii) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and

iv) authorize the Civic Administration to carry out all necessary administrative actions in respect of the above-noted expropriation;

it being noted that a verbal delegation from N. Finlayson requesting the consideration of excluding her property from the proposed expropriation, was received.

Yeas: (5): J. Morgan, J. Helmer, P. Van Meerbergen, S. Hillier, and E. Holder

Nays: (1): A. Kayabaga

**Motion Passed (5 to 1)**

Voting Record:

Moved by: E. Holder

Seconded by: J. Morgan

That a delegation from N. Finlayson BE APPROVED to be heard at this time.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**3. Scheduled Items**

3.1 Public Participation Meeting - Not to be heard before 12:30 PM - Council Procedure By-law

Moved by: J. Helmer  
Seconded by: S. Hillier

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated June 18, 2019 as Appendix "A" being "A by-law to amend By-law A-50, as amended, being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to clarify that Members of Council who are not a member of a standing committee may participate in the debate with respect to a matter before the standing committee; and to amend the meeting times of standing committees to reflect the annual meeting calendar BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019;

it being noted that at the public participation meeting associated with this matter no public submissions were made.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Voting Record:

Moved by: J. Helmer  
Seconded by: S. Hillier

Motion to open the Public Participation Meeting related to the Council Procedure By-law.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: A. Kayabaga  
Seconded by: J. Helmer

Motion to close the Public Participation Meeting related to the Council Procedure By-law.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

None.

**6. Confidential (Enclosed for Members only.)**

Moved by: J. Helmer  
Seconded by: P. Van Meerbergen

That the Corporate Services Committee Convene In Closed Session for the purpose of considering the following:

6.1 Personal Matter About Identifiable Individual/Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

6.2 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.

6.3 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 disposition 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.

6.4 Personal Matters/Identifiable Individual/Labour Relations/Employee Negotiations/Solicitor-Client Privileged Advice

A matter pertaining to personal matters about identifiable individuals, labour relations or employee negotiations, advice that is subject to solicitor-client privilege, including communications necessary for that purpose and, advice and recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

The Corporate Services Committee convened In Closed Session from 1:00 PM to 2:11 PM.

**7. Adjournment**

The meeting adjourned at 2:12 PM.

# **Civic Works Committee**

## **Report**

10th Meeting of the Civic Works Committee  
June 18, 2019

PRESENT: Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman  
ABSENT: E. Peloza, Mayor E. Holder  
ALSO PRESENT: J. Bos, S. Chambers, G. Dales, G. Gauld, G. Irwin, P. Kavcic, S. King, P. Kokkoros, P. Lupton, D. MacRae, S. Maguire, S. Mathers, M. Ribera, A. Rozentals, A. Salton, K. Scherr, M. Schulthess, P. Shack, D. Simpson, and J. Stanford

The meeting was called to order at 4:00 PM

**1. Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

**2. Consent**

Moved by: S. Lewis

Seconded by: S. Lehman

That all items except 2.4, 2.8, 2.9 and 2.19, BE APPROVED.

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (4 to 0)**

**2.1 6th Report of the Cycling Advisory Committee**

Moved by: S. Lewis

Seconded by: S. Lehman

That it BE NOTED that the 6th Report of the Cycling Advisory Committee, from its meeting held on May 15, 2019, was received.

**Motion Passed**

**2.2 Colonel Talbot Pumping Station Construction Tender Award: Tender T19-65**

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and subject to receipt of requisite regulatory approvals, the following actions be taken with respect to the award of contract for the Colonel Talbot Pumping Station construction project:

- a) the bid submitted by Hayman Construction Inc. at its tendered price of \$5,089,201.00, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Hayman Construction Inc. was the lowest of five bids received and meets the City's specifications and requirements in all areas;



- b) the value of the total detailed design and contract administration fees for Stantec Consulting Ltd., BE INCREASED by \$174,535.00, excluding HST to \$1,534,085.60 (including contingency), to cover additional efforts required as a result of additional work scope;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract relating to this project (Tender 19-65); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E03)

**Motion Passed**

2.3 Contract Award: Tenders T19-48 and T19-49 - Dingman Creek Pumping Station Forcemain Installation

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and subject to receipt of requisite regulatory approvals, the following actions be taken with respect to the award of contract for the Dingman Creek Pumping Station Forcemain construction project:

- a) the bid submitted by 291 Construction Ltd. at its tendered price of \$3,572,506.65, excluding HST in response to Tender 19-48, BE ACCEPTED; it being noted that the bid submitted by 291 Construction Ltd. was the lowest of six bids received and meets the City's specifications and requirements in all areas;
- b) the bid submitted by Bre-Ex Construction Inc. at its tendered price of \$4,912,985.47, excluding HST in response to Tender 19-49, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of three bids received and meets the City's specifications and requirements in all areas;
- c) the financing for these projects BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval, given herein, BE CONDITIONAL upon the Corporation entering into formal contracts relating to this project (Tenders 19-48 and 19-49); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E03)

**Motion Passed**

2.5 Construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains:

- a) the drainage reports, appended to the staff report dated June 18, 2019 as Appendix 'A', prepared by Spriet Associates London Ltd, Consulting Engineers for the construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains BE ADOPTED; and it being noted the notice of the meeting was provided to the benefitting property owners in accordance with the provisions of Section 41 of the Drainage Act; and,
- b) the proposed by-laws appended to the staff report dated June 18, 2019 as Appendix 'B' BE INTRODUCED at the Council meeting on June 25, 2019 and BE GIVEN two readings to authorize the construction of the Crinklaw-Scott and Branch 'D' of the Hampton-Scott Municipal Drains projects, it being noted that the third reading and enactment of the by-law would occur after the holding of the Court of Revision in connection with the project. (2019-E09)

**Motion Passed**

2.6 Appointment of Consulting Engineers – Infrastructure Renewal Program

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of consulting engineers for the Infrastructure Renewal Program:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified 2020 – 2021 Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy:
  - i) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2020 City Centre Servicing Strategy Program Phase 3, Richmond Street from York Street to Dundas Street reconstruction, in the total amount of \$358,015.00 (including contingency), excluding HST;
  - ii) Development Engineering (London) Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2020 Infrastructure Renewal Program Contract 1, Oxford Park South Area Reconstruction Phase 1, Britannia Avenue from Riverside Drive to Edinburgh Street, and Tozer Avenue, all, in the total amount of \$224,647.50 (including contingency), excluding HST;
  - iii) Archibald, Gray and McKay Engineering Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2020 Infrastructure Renewal Program Contract 2, Euclid Avenue from Wharncliffe Road to Wortley Road, and Birch Street from Byron Avenue to Euclid Avenue reconstruction, in the total amount of \$372,218.00 (including contingency), excluding HST;

- iv) Spriet Associates (London) Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of the 2020 Infrastructure Renewal Program Contract 12, Hyla Street from Hamilton Road to Trafalgar Street, and Elm Street from Hamilton Road to Trafalgar Street reconstruction, in the total amount of \$369,245.80 (including contingency), excluding HST, and,
- v) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2021 Infrastructure Renewal Program Assignment 'A', English Street from Dundas Street to Princess Avenue, and Lorne Avenue from English Street to 100m east reconstruction in the total amount of \$199,990.00 (including contingency), excluding HST;
- b) Archibald, Gray and McKay Engineering Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2020 Infrastructure Renewal Program Contract 10, Egerton Street Phase 3 reconstruction, in the total amount of \$173,800.00 (including contingency), excluding HST, in accordance with the estimate on file, and in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for the projects identified in a) and b) above BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with each consultant for the respective project; and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T06)

**Motion Passed**

2.7 Clarke Road Improvements - Environmental Study Report

Moved by: S. Lewis  
 Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Clarke Road Improvements Environmental Study Report:

- a) Clarke Road Improvements Schedule C Municipal Class Environmental Assessment BE ACCEPTED;
- b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Environmental Study Report BE PLACED on the public record for a 30 day review period. (2019-T04)

**Motion Passed**

2.10 Award of Contract (RFP 19-22) – Four (4) Compressed Natural Gas (CNG) Rear-Loading Waste Collection Trucks

Moved by: S. Lewis  
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken:

- a) the submission from Team Truck Centers Inc., 795 Wilton Grove Road London, Ont. N6N 1N7, BE ACCEPTED; for the supply and delivery of four (4) CNG Rear Loading Waste Collection Trucks at a total purchase price of \$1,090,920 (\$272,730 per unit) excluding HST;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- 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; and,
- d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 18, 2019 as Appendix "A". (2019-V01/E07)

**Motion Passed**

2.11 Award of Contract (RFP 19-26) – One (1) Compressed Natural Gas (CNG) Top-Loading Waste Collection Truck

Moved by: S. Lewis  
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken:

- a) the submission from Vision Truck Group 1220 Franklin Blvd. Cambridge Ontario N1R 8B7 for the supply and delivery of one (1) CNG Top Loading Waste Collection Truck for the purchase price of \$425,990 excluding HST, BE ACCEPTED;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- 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; and,
- d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 18, 2019 as Appendix "A". (2019-V01/E07)

**Motion Passed**

2.12 Long Term Water Storage Options Municipal Class Environmental Assessment: Notice of Completion

Moved by: S. Lewis  
Seconded by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Long Term Water Storage Options Municipal Class Environmental Assessment:

- a) the Long Term Water Storage Municipal Class Assessment Executive Summary appended to the staff report dated June 18, 2019 as Appendix 'A', BE ACCEPTED;
- b) a Notice of Completion BE FILED with the Municipal Clerk; and,
- c) the Project File for the Long Term Water Storage Options Municipal Class Environmental Assessment BE PLACED on public record for a 30-day review period. (2019-E08)

**Motion Passed**

2.13 Adelaide Street North Grade Separation - Memorandum of Understanding with Canadian Pacific Railway

Moved by: S. Lewis  
 Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Adelaide Street North Grade Separation Project:

- a) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix A BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to:
  - i) authorize and approve the Memorandum of Understanding appended to the staff report dated June 18, 2019 as Schedule 1 of Appendix A, between The Corporation of the City of London and Canadian Pacific Railway Company, to set out the terms under which the parties have agreed to proceed with the Project;
  - ii) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding; and,
- b) authority BE DELEGATED to the Managing Director of Environmental and Engineering Services and City Engineer, or their designate, to execute any financial reports required as a condition of the Memorandum of Understanding authorized and approved in a) above. (2019-T05)

**Motion Passed**

2.14 Contract Award: Tender No. RFT19-56 - Fox Hollow Stormwater Management Facility No. 1 - North Cell (ESSWM-FH1)

Moved by: S. Lewis  
 Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the Fox Hollow Stormwater Management Facility No. 1 North Cell project:

- a) the bid submitted by DeKay Construction (1987) Ltd., at its tendered price of \$2,962,027.20, excluding HST, BE ACCEPTED; it being noted that the bid submitted by DeKay Construction (1987) Ltd., was the lowest of five (5) bids received;
- b) the budget adjustment to increase Development Charges funding for project ESSWM-FH1 BE APPROVED to the Fox Hollow Stormwater Management Facility #1 North Cell, with a total budget increase of \$600,000 and an overall budget total in the amount of \$3,700,000;

- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT19-56); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-E03)

**Motion Passed**

2.15 Upper Thames River Conservation Authority and City of London Flood Protection Projects

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to City of London's contribution to infrastructure:

- a) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects in concert with the City by increasing the City's share by \$657,500 (including contingency), excluding HST, in order to complete the following 2018 approved works:
  - i) Phase 4 of the West London Dyke reconstruction project;
  - ii) Phase 5 of the Fanshawe Dam concrete and dam repair;
- b) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Phase 5 of the West London Dyke detailed design with the City's share being \$69,750 (including contingency), excluding HST;
- c) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Phase 6 of the West London Dyke detailed design with the City's share being \$33,250 (including contingency), excluding HST;
- d) The Upper Thames River Conservation Authority BE AUTHORIZED to carry out the Fanshawe Dam Safety Study with the City's share being \$38,500 (including contingency), excluding HST;
- e) the financing for this work BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A'; and,
- f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations.(2019-E21)

**Motion Passed**

2.16 Redan-Marmora-Nelson Streets Lane Closing

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the closing and disposing of certain City owned public lane bounded by Redan Street, Nelson Street and Marmora Street:

- a) the closing of the above noted lane BE APPROVED;
- b) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix 'A' closing the Lane bounded by Redan, Nelson and Marmora Streets" BE INTRODUCED at the Municipal Council meeting to be held on June 25th, 2019;
- c) the above-noted lane BE DECLARED SURPLUS;
- d) the Civic Administration BE AUTHORIZED to make all decisions and undertake all necessary steps required to divide and transfer the closed lane to the abutting property owners as fairly and equitably as possible, where possible, subject to the following guidelines;
  - i) no portion of the lane shall be disposed of that would result in the sole legal vehicular access to a property being lost;
  - ii) property owner objections to disposing of the untraveled lane by reason of potential for future use will not be considered;
  - iii) property owners abutting the subject closed lane shall be given the first right of refusal to acquire the portion of the lane abutting their property to the middle of the lane (one-half the lane width). If that option is not exercised, the surplus land will be made available to the other abutting property owners. In general, the City will support any lane disposition that is agreed to by property owners and that eliminates or minimizes the creation of remnant parcels;
  - iv) the subject lane land will be offered to the abutting property owners for the nominal sum of \$1 with the City being responsible for all land transfer costs. The City will pay for the preparation of a reference plan and the property owner will be required to retain a lawyer to facilitate the transfer of the subject land. Subject to pre-approval by the City Solicitor, the City will be responsible for all reasonable legal fees and disbursements relating to the transfer. The property owner's lawyer must agree to provide an undertaking acceptable to the City Solicitor, committing to consolidating the property's Property Identification Numbers (PIN's) post conveyance, the cost of which will be included in the approved legal fees;
  - v) any required fence relocations and obstruction removal made necessary by the transfer of land will be the sole responsibility of the property owners; and,
  - vi) where circumstances prevent the lane or a portion thereof from being conveyed, the lane will be retained by the City and will continue to be available for use by the abutting property owners and be subject to the City's Lane Maintenance Policy until such time it can be disposed of;

it being noted that subject to passing and registration of the above noted by-law, any utility easements shall be conveyed to utility owners if needed, and a municipal easement will be retained by the City if required. (2019-T09)

**Motion Passed**

2.17 Award of Tender 19-64 - Mill and Overlay of Various City Streets - Irregular Result

Moved by: S. Lewis  
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the Mill and Overlay of Various City of London Streets:

- a) the bid submitted by Dufferin Construction Company at their tendered price of \$760,875.00, excluding HST BE ACCEPTED, it being noted that the bid submitted by Dufferin Construction Company was an irregular result (only one bid received), however, was below the estimated expenditure and meets the City's specifications and requirements in all areas;
- b) the funding for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 18, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment;
- 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; 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. (2019-T04)

**Motion Passed**

#### 2.18 Closing of Isaac Drive

Moved by: S. Lewis  
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to closing Isaac Drive north of Clayton Walk:

- a) the closing of Isaac Drive north of Clayton Walk BE APPROVED; and,
- b) the proposed by-law appended to the staff report dated June 18, 2019 as Appendix 'A' closing Isaac Drive north of Clayton Walk BE INTRODUCED at the June 25th, 2019 Council Meeting;

it being noted that subject to the passing and registration of the above noted closing by-law in the Land Registry Office, utility easements shall be conveyed to utility owners as needed and the City will retain a municipal services easement over the lands to be conveyed. (2019-T09)

**Motion Passed**

#### 2.4 Single Source Procurement - Greenway Reheater

Moved by: M. van Holst  
Seconded by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the procurement of a replacement reheater at the Greenway Wastewater Treatment Plant:



a) the approval hereby BE GIVEN to enter into negotiations for the single source purchase of new reheater heat exchanger from Arvos Schmidtsche-Schack LLC;

b) the approval given herein BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with Arvos Schmidtsche-Schack LLC, to the satisfaction of the Managing Director, Environmental and Engineering Services and City Engineer, it being noted that there may not be sufficient time to adhere to the normal Committee and Council contract approval process due to escalating steel commodity prices resulting in limited price guarantees; and,

c) the approval hereby BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order relating to the subject matter of this approval. (2019-F17)

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (4 to 0)**

## 2.8 Amendments to the Traffic and Parking By-law

Moved by: M. van Holst

Seconded by: S. Lewis

That on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-laws appended to the staff report dated June 18, 2019 as Appendix 'A' and 'B' BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T08)

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (4 to 0)**

## 2.9 2020 Annual New Sidewalk Program

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the sidewalk candidates proposed for the 2020 Annual New Sidewalk Program BE ENDORSED for implementation in 2020;

it being noted that the Civic Works Committee received a communication from Councillor M. van Holst with respect to this matter. (2019-T04)

Yeas: (3): P. Squire, S. Lewis, and S. Lehman

Nays: (1): M. van Holst

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (3 to 1)**

## 2.19 Work Approval Permit Program Enhancements

Moved by: S. Lehman  
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and Managing Director, Development and Compliance Services and Chief Building Official, the Work Approval Permit Program BE MODIFIED in general accordance with the recommendations contained in the staff report dated June 18, 2019 and entitled "Work Approval Permit Program Enhancements";

it being noted that the proposed Work Approval Permit Program modifications may be further refined based on available resources and future adjustments that may be required;

it being further noted that proposed fee changes will be brought forward for consideration at a future Public Participation Meeting before the Strategic Priorities and Policy Committee as part of the annual review of City's Fees and Charges By-law;

it being further noted that the attached presentation from A. Salton, Manager, Zoning and Public Property Compliance and a communication from L. Landgon, CEO, London Home Builders Association with respect to the above matter, were received. (2019-P01)

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (4 to 0)**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 5th Report of the Transportation Advisory Committee

Moved by: M. van Holst  
Seconded by: S. Lehman

That the following actions be taken with respect to the 5th Report of the Transportation Advisory Committee, from its meeting held on May 28th, 2019:

a) clause 2.1 of the above-noted Report BE REFERRED to the Civic Administration for review and report back to the Civic Works Committee; and,

b) clauses 1.1, 3.1-6.2, BE RECEIVED.

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (4 to 0)**

4.2 Councillor M. van Holst - Best Practices for Investing in Energy Efficiency and Greenhouse Gas Reduction

Moved by: M. van Holst  
Seconded by: S. Lewis

That Civic Administration BE REQUESTED to develop a set of guidelines to evaluate efficiency and Greenhouse Gas reduction investments and provide some suggested best practices. (2019-E17)

Yeas: (3): M. van Holst, S. Lewis, and S. Lehman

Nays: (1): P. Squire

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (3 to 1)**

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: S. Lehman

Seconded by: S. Lewis

That it BE NOTED that the Deferred Matters List as of June 17, 2019, was received.

Yeas: (4): P. Squire, M. van Holst, S. Lewis, and S. Lehman

Absent: (2): E. Peloza, and E. Holder

**Motion Passed (4 to 0)**

**6. Adjournment**

The meeting adjourned at 5:48 PM.



## Work Approval Permit Enhancements



## Past and Present Issues



## Unauthorized Occupancy



## Inadequate Traffic Control Setup



## Inadequate Traffic Control Setup



## Expired Permits - Incomplete Restoration





# LONDON

## Expired Permits - Incomplete Restoration



# LONDON

## Boulevard Tree Protection



# LONDON

## Boulevard Tree Protection



# LONDON

## STAKEHOLDER ENGAGEMENT

Civic Administration met with representatives from utility companies, construction service providers and the development industry to provide an overview and solicit feedback on the enhanced inspections, enforcement and new user fee model.

No major concerns were expressed at the stakeholder meetings.



# LONDON

Thank you



# Planning and Environment Committee

## Report

12th Meeting of the Planning and Environment Committee  
June 17, 2019

PRESENT: Councillors A. Hopkins (Chair), J. Helmer, M. Cassidy, P. Squire, S. Turner  
ABSENT: Mayor E. Holder  
ALSO PRESENT: Councillors S. Lehman and M. van Holst; I. Abushehada, A. Anderson, G. Bailey, G. Barrett, M. Elmadhoon, M. Feldberg, J.M. Fleming, K. Killen, M. Knieriem, P. Kokkoros, C. Lowery, H. Lysynski, T. Macbeth, D. MacRae, H. McNeely, B. O'Hagan, M. Pease, L. Pompilii, M. Ribera, A. Salton, C. Saunders, J.-A. Spence; M. Sundercock, M. Tomazincic, S. Wise and P. Yeoman

The meeting was called to order at 4:02 PM

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Turner

Seconded by: M. Cassidy

That Items 2.3 to 2.9, inclusive, BE APPROVED.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.3 Proposed New Tree Protection By-law and Notice of Public Participation Meeting

Moved by: S. Turner

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the proposed City of London Tree Protection By-law appended to the staff report dated June 17, 2019 as Appendix "A" BE REFERRED to a public participation meeting to be held at the Planning and Environment Committee on September 23, 2019 for the purpose of seeking public input on the proposed new by-law. (2019-E18)

**Motion Passed**

#### 2.4 Initiation Report - Urban Design Peer Review Panel Terms of Reference Review

Moved by: S. Turner  
Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Terms of Reference for the Urban Design Peer Review Panel:

- a) the staff report dated June 17, 2019, entitled "Initiation Report: Urban Design Peer Review Panel Terms of Reference Review" BE RECEIVED for information; and,
- b) Civic Administration BE DIRECTED to initiate a review of the Urban Design Peer Review Panel Terms of Reference. (2019-D32)

**Motion Passed**

2.5 Application - Summerside Subdivision Phase 13B - Special Provisions  
39T-92020-13B

Moved by: S. Turner  
Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the subdivision of land over Part of Lots 15 and 16, Concession 1, situated on the north side of Bradley Avenue, east of Highbury Avenue South;

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the Summerside Subdivision – Phase 13b (39T-92020) appended to the staff report dated June 17, 2019 as Appendix “A”, BE APPROVED;
- b) the applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated June 17, 2019 as Appendix “B”,
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 17, 2019 as Appendix “C”; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D12)

**Motion Passed**

2.6 Application - 2700 Asima Drive - Exemption from Part-Lot Control (P-9063)

Moved by: S. Turner  
Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Rockwood Homes, to exempt Block 57, Plan 33M-699 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, the proposed by-law appended to the staff report dated June 17, 2019 BE INTRODUCED at a future Council meeting, to exempt Block 57,

Plan 33M-699 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*, it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(2)) in Zoning By-law No. Z.-1, which permits street townhouse dwellings with a minimum garage front yard depth of 5.5m, a minimum exterior side yard main building depth of 3.0m and a minimum interior side yard depth of 1.5m;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 57, Plan 33M-699 as noted in clause (a) above:

i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;

ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;

iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;

iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;

vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;

vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;

viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;

ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;

x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;

xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;

xii) the applicant shall provide a draft transfer of the easements to be registered on title for the reciprocal use of parts 3 and 4 by parts 2 and 5; and,



xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part-Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2019-D25)

**Motion Passed**

2.7 Application - 1020 Coronation Drive - Removal of Holding Provision (H-9055)

Moved by: S. Turner

Seconded by: M. Cassidy

That on the recommendation of the Director, Development Services, based on the application by Town & Country Developments Inc., relating to the property located at 1020 Coronation Drive, the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R9 (h-89\*h-90\*h-91\*R9-7\*H45) Zone TO a Residential R9 (R9-7\*H45) Zone to remove the "h-89", "h-90" and "h-91" holding provisions from the lands. (2019-D09)

**Motion Passed**

2.8 Arva Sanitary Servicing Agreement Update

Moved by: S. Turner

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to amending the servicing agreement between the City of London and Municipality of Middlesex Centre to increase sanitary servicing capacity for the community of Arva:

a) the staff report dated June 17, 2019, entitled "Arva Sanitary Servicing Agreement Update" BE RECEIVED for information;

b) NO FURTHER ACTION BE TAKEN to amend the current servicing agreement between the City of London and the Municipality of Middlesex Centre to increase sanitary servicing capacity for the Arva Sanitary Servicing Area; and,

c) the Civic Administration BE DIRECTED to participate in and comment on the Arva servicing area municipal wastewater treatment facility Environmental Assessment to ensure that any concerns of the City of London are addressed through that process. (2019-E01)

**Motion Passed**

2.9 1156 Dundas Street – Property Tax Assistance By-law Extension Request

Moved by: S. Turner

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the application made under the Community Improvement Plan for Brownfield Incentives by McCormick Villages Inc. ("McCormick Villages"), relating to the property located at 1156 Dundas Street:

a) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "A" being "A by-law to amend By-law No. C.P.-1520-548 being "A by-law to cancel a portion of the Municipal and Education taxes at 1156 Dundas Street" by changing the time period by which the Owner is required to file a record of site condition in the Environmental Site Registry" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019"; and,

b) subject to the enactment of the by-law noted in a) above, the Civic Administration BE DIRECTED to forward the above-noted by-law and related Municipal Council resolution, with an appropriate covering letter, to the Minister of Finance for consideration. (2019-F22A)

### **Motion Passed**

#### 2.1 Housing Supply: Defining Permit Ready Lots

Moved by: P. Squire

Seconded by: J. Helmer

That Items 2.1 and 2.2 BE APPROVED.

#### 2.1 Housing Supply: Defining Permit Ready Lots

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Permit Ready Lot Working Group:

a) the staff report dated June 17, 2019 entitled "Housing Supply: Defining Permit Ready Lots", outlining the output and analysis reviewed as part of the Permit Ready Lot Working Group BE RECEIVED for information; and,

b) the Civic Administration BE DIRECTED to prepare an Annual Development Report as an information and monitoring tool, summarizing development metrics for the previous year, forecasts of near-term growth and progress regarding continuous improvement initiatives, it being noted that the first Annual Development Report will be published by the end of the first quarter of 2020. (2019-D04)

#### 2.2 Affordable Housing Development Planning Toolkit Update (18 AFF)

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with regard to the Affordable Housing Development Toolkit:

a) the Civic Administration BE DIRECTED to prepare and develop the new tools of the Affordable Housing Development Toolkit, as identified in the staff report dated June 17, 2019, entitled "Affordable Housing Development: Planning Toolkit Update";

b) the above-noted report BE CIRCULATED to stakeholders, agencies, and community groups including, but not limited to the London Development Institute, London Home Builders Association, Urban League, London Middlesex Community Housing and Housing Development Corporation London;

it being noted that the results of consultations regarding the Toolkit will also inform the development of the Affordable Housing Community Improvement Plan. (2019-S11)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**3. Scheduled Items**

- 3.1 Delegation - Scott Allen, MHBC - Request for Council Resolution, under Section 45 (1.4) of the Planning Act, 1990 - 3080 Bostwick Road: Site 5

Moved by: M. Cassidy  
Seconded by: P. Squire

That, the following actions be taken with respect to the property located at Site 5, 3080 Bostwick Road:

a) on the recommendation of the City Clerk, the staff report dated June 17, 2019 entitled "Request for Council Resolution, under section 45(1.4) of the *Planning Act*, 1990 - 3080 Bostwick Road, Site 5" BE RECEIVED for information; and,

b) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by S. Allen, MHBC Planning Urban Design and Landscape Architecture, on behalf of 731675 Ontario Limited for the property located at Site 5, 3080 Bostwick Road;

it being noted that the Planning and Environment Committee heard a verbal delegation and reviewed and received the attached presentation from S. Allen, MHBC Planning Urban Design and Landscape Architecture, with respect to this matter. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

- 3.2 Public Participation Meeting - Application - 3493 Colonel Talbot Road - Zoning By-law Amendments (OZ-9032)

Moved by: J. Helmer  
Seconded by: M. Cassidy

That, the following actions be taken with respect to the application by 2219008 Ontario Ltd, relating to the property located at 3493 Colonel Talbot Road:

a) the proposed attached, revised, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend the Official Plan to change Section 20.5 in the Southwest Area Secondary Plan by ADDING a policy to section 20.5.10.1.iii – "North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity";

b) the proposed attached, revised, by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend The London Plan to change section 1565\_5 by ADDING a policy to section 20.5.10.1.iii – "North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity";

c) the proposed attached, revised, by-law BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Residential R1 Special Provision (R1-8(5)) Zone and a holding Residential R1 Special

Provision (h\*h-100\*R1-8(5)) TO a Residential R1 Special Provision/Residential R1 Special Provision (R1-8(5)/R1-8(\_)) Zone and a holding Residential R1 Special Provision/Residential R1 Special Provision (h\*h-100\*R1-8(5)/R1-8(\_)) Zone;

d) pursuant to Section 34(17) of the *Planning Act*, no further notice be given as the amendments to the proposed by-laws are minor in nature;

it being noted that the Planning and Environment Committee reviewed and received the attached communication dated June 14, 2019, from A. Soufan, President, York Developments, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the proposed amendment is consistent with the Provincial Policy Statement, which promotes appropriate residential land use within settlement areas;
- the proposed amendments conform to the North Lambeth Neighbourhood and low and medium density designations of the Southwest Area Secondary Plan, and will implement an appropriate form of residential development for the site;
- the proposed amendments conform to the policies of the Neighbourhoods Place Type and all other applicable policies of The London Plan;
- the proposed amendments conform to the policies of the Low Density Residential, and Multi-Family, Medium Density Residential designation of the Official Plan (1989); and,
- the proposed zoning by-law amendments will provide adequate regulations to mitigate the projection of garages beyond the main dwelling façade for courtyard dwellings and will provide flexibility for housing form and layout. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Turner  
Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.3 Public Participation Meeting - Old East Village Dundas Street Corridor Secondary Plan (O-8879)

Moved by: J. Helmer  
Seconded by: S. Turner

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the Old East Village Dundas Street Corridor Secondary Plan:

a) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend the Official Plan, 2016, The London Plan, to adopt The Old East Village Dundas Street Corridor Secondary Plan, appended to the staff report dated June 17, 2019 as Schedule 1;

b) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend the Official Plan, 2016, The London Plan, to add the Old East Village Dundas Street Corridor Secondary Plan to Policy 1565, the list of adopted Secondary Plans; and,

c) the proposed by-law appended to the staff report dated June 17, 2019 as Appendix "C" BE INTRODUCED at a future Municipal Council meeting to amend the Official Plan, 2016, The London Plan at such time as Map 7 is in full force and effect by ADDING the Old East Village Dundas Street Corridor Secondary Plan to Map 7 – Specific Policy Areas.

it being noted that the Old East Village Dundas Corridor Secondary Plan may be amended at a future date, in accordance with the provisions of the *Planning Act*, to ensure that the Secondary Plan conforms to any changes to the *Planning Act* arising from the *More Homes, More Choice Act, 2019* (Bill 108);

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

communications dated June 11, 2019 and 13, 2019, from S. Allen, Partner, MHBC; and,

a communication dated February 22, 2019, from W. Wake, Chimney Swift Liaison for Nature London;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2014, which:

- promotes opportunities for intensification and redevelopment where this can be appropriately accommodated, as well as new development within the existing built-up area that promotes compact form and a mix of uses and densities that allow for the efficient use of land, infrastructure, and public service facilities.
- promotes healthy, active communities by planning public streets, spaces, and facilities to be safe, meet the needs of pedestrians, foster social interaction and facilitate active transportation and community connectivity;
- directs transportation and land use considerations to be integrated in all stages of the planning process; and,
- supports long term-economic prosperity by maintaining and enhancing the vitality and viability of mainstreets as well as encouraging a sense of place by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes;
- the recommended amendments are consistent with the policies of The London Plan that provide direction to prepare a Secondary Plan where there is a need to elaborate on the parent policies of The London Plan, as well as identify Rapid Transit Corridors and Urban Corridors as having the potential to require a Secondary Plan to guide their transition; and,
- the recommended amendments support the continued revitalization of the Dundas Street and King Street corridors. (2019-D08)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional votes:

Moved by: S. Turner

Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Turner

Seconded by: P. Squire

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.4 Public Participation Meeting - Application - 945 Bluegrass Drive (Z-9020)

Moved by: P. Squire

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Gateway Church, relating to the property located at 945 Bluegrass Drive:

- a) consistent with Policy 19.1.1. of the Official Plan, the subject lands, representing a portion of 945 Bluegrass Drive, BE INTERPRETED to be located within the Multi-Family, Medium Density Residential designation;
- b) the proposed, revised, attached by-law BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding Community Facility Special Provision (h\*h-1\*h-18\*CF1(3)/CF3(1)\*D40\*H12) Zone and Urban Reserve (UR3) Zone TO a Residential R8 Special Provision (R8-1(\_\_)) Zone and an Open Space (OS1) Zone; and,
- c) Civic Administration BE DIRECTED to consider a Specific Policy to the Neighbourhoods Place Type in The London Plan for the property at 945 Bluegrass Drive to permit low-rise apartment buildings up to three-storeys;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated February 24, 2019, from L. and A. Lefebvre, 1980 Cherryhill Trail; it being noted that two petitions signed by approximately 25 people is on file in the City Clerk's Office;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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, 2014;
- the recommended amendment is in conformity with the Key Directions of The London Plan;
- the recommended amendment is in conformity with the 1989 Official Plan; and,
- the recommended amendment facilitates the development of an underutilized site with an appropriate form of development. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: J. Helmer

Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: P. Squire  
Seconded by: S. Turner

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.5 Public Participation Meeting- Application - Victoria Park Secondary Plan - Draft Secondary Plan (O-8978)

Moved by: J. Helmer  
Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner:

a) The Draft Victoria Park Secondary Plan, appended to the staff report dated June 17, 2019 as Appendix "A" BE RECEIVED for information purposes;

b) The Draft Victoria Park Secondary Plan BE CIRCULATED for further public engagement with the community and stakeholders;

it being noted that the feedback received through this consultation process, the outcome of supporting and informing studies, and the implementation of any changes to the *Planning Act* arising from the *More Homes, More Choices Act, 2019* (Bill 108) will feed into a revised Victoria Park Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration and approval of Municipal Council at a future Public Participation Meeting of the Planning and Environment Committee in the fourth quarter of 2019;

it being further noted that the Planning and Environment Committee reviewed and received a communication from B. Lansink, Woodfield Ratepayers Association, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2019-D08)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: J. Helmer  
Seconded by: S. Turner

Motion to open the public participation meeting.



Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Turner  
Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### **4. Items for Direction**

##### **4.1 Standard Form Railway Overpass Sign Licence Agreement**

Moved by: J. Helmer  
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the proposed by-law appended to the staff report dated June 17, 2019 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019 to:

- a) approve the standard form Railway Overpass Sign Licence Agreement to be entered into between The Corporation of the City of London, the Property Owner of the railway overpass, and corporations who wish to erect signs on railway overpasses, pursuant to Sign By-law No. S.-5868-183, as amended;
- b) delegate authority to the Chief and Deputy Chief Building Official and their designate, to approve entering into the Railway Overpass Sign Licence Agreement with corporations to allow an encroachment on or over City public road allowance for railway overpass signs pursuant to Sign By-law No. S.-5868-183, as amended; and,
- c) delegate authority to the Mayor and Clerk to execute such agreements as approved in b) above. (2019-T07)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

##### **4.2 M Clawson, Clawson Group Inc. - Request for Delegation Status - 660 Sunningdale Road East**

Moved by: M. Cassidy  
Seconded by: P. Squire

That M. Clawson, Clawson Group Inc., BE GRANTED delegation status at the July 22, 2019 Planning and Environment Committee meeting relating to the application by Extra Realty Limited, with respect to the property located at 660 Sunningdale Road East. (2019-D13)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential**

6.1 (ADDED) Litigation or Potential Litigation/ Solicitor-Client Privileged Advice

Moved by: P. Squire

Seconded by: J. Helmer

That the Planning and Environment Committee convene, In Closed Session, at 9:26 PM, for the purpose of considering a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

The Planning and Environment Committee convened, In Closed Session, from 9:26 PM to 9:41 PM.

**7. Adjournment**

The meeting adjourned at 9:42 PM.

June 17, 2019



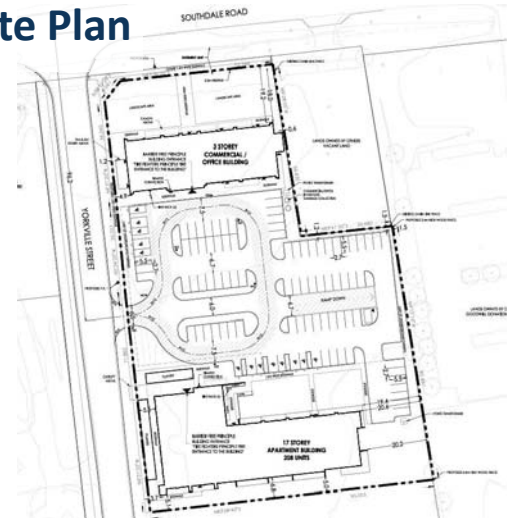
## Project Site



## Southdale Road West Frontage



## Proposed Site Plan



QUESTIONS?



## Appendix A

Bill No. (number to be inserted by Clerk's Office)  
2019

By-law No. C.P.-1284-  
A by-law to amend the Official Plan for  
the City of London, 1989 relating to 3493  
Colonel Talbot Road.

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

1. Amendment No. (to be inserted by Clerk's Office) to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

**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 new policy in Section 20.5.10.1.iii to the Official Plan (Southwest Area Secondary Plan) for the City of London to permit an alternative form of single detached dwelling.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3493 Colonel Talbot Road in the City of London.

C. BASIS OF THE AMENDMENT

Section 20.5 of the Official Plan is the Southwest Area Secondary Plan which includes more specific policy guidance for the plan area. The recommended amendment will permit an alternative dwelling form that what is permitted by the Southwest Area Secondary Plan policies.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 20.5.10.1.iii “North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity” of the Official Plan – Southwest Area Secondary Plan for the City of London is amended by adding the following:

3493 Colonel Talbot Road

For **not more than 30% of** the single detached dwellings lots within the Silverleaf Subdivision Phase 2 and registered plan 33M-742, notwithstanding policy 20.5.3.9.iii.e), for courtyard dwellings, garages may project beyond the façade of the dwelling, or the façade (front face) of any porch, where the interior garage façade that includes the garage door(s) is located at no more than 90 degrees to the main building and principle entrance.

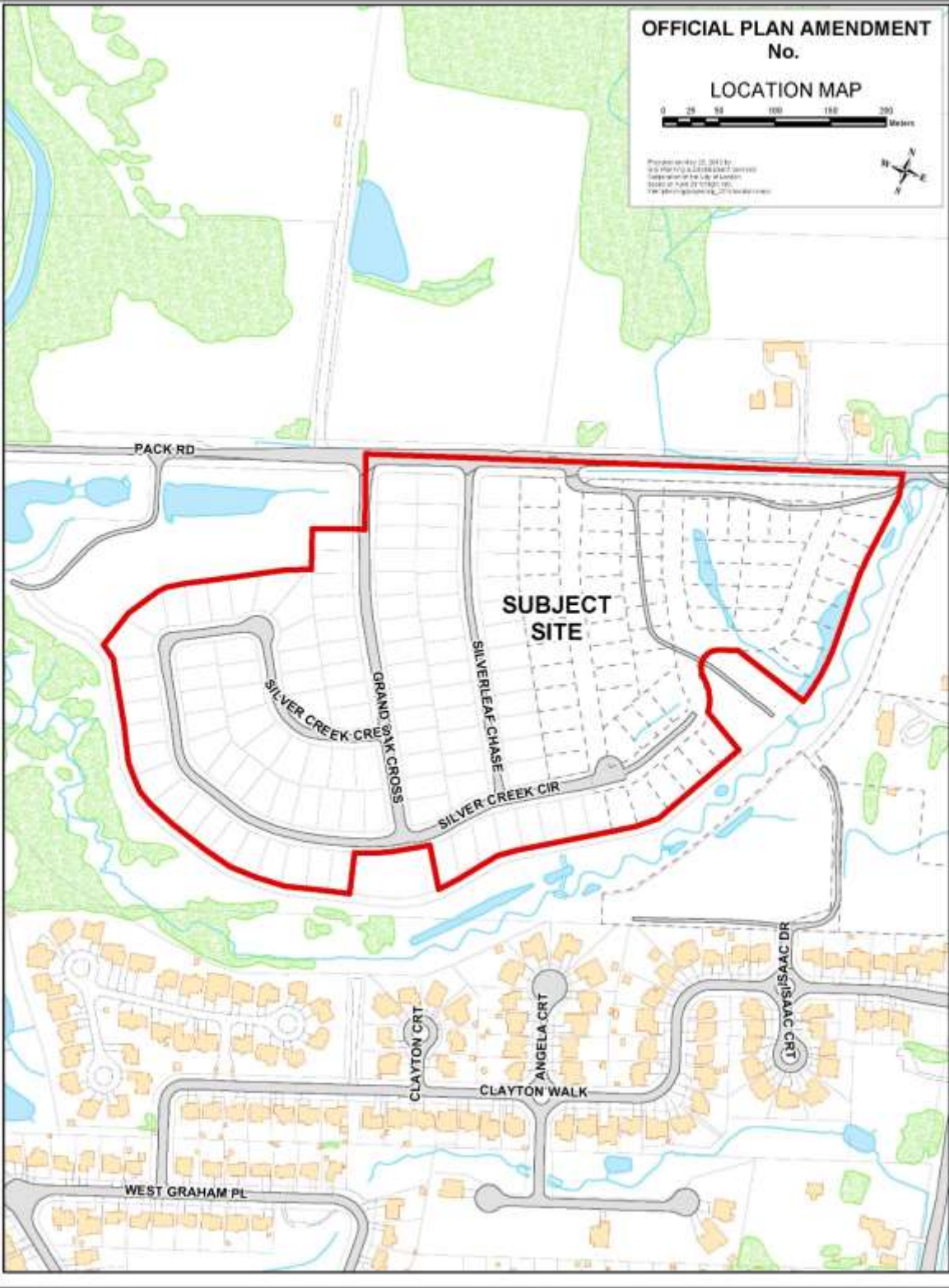


**OFFICIAL PLAN AMENDMENT  
No.**

**LOCATION MAP**



Prepared by: J. [unreadable]  
for: [unreadable]  
[unreadable]  
[unreadable]  
[unreadable]



## Appendix B

Bill No. (number to be inserted by Clerk's Office)  
2019

By-law No. C.P.-XXXX-\_\_\_\_

A by-law to amend The London Plan for  
the City of London, 2016 relating to 3493  
Colonel Talbot Road.

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

1. Amendment No. (to be inserted by Clerk's Office) to The London 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 by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

**AMENDMENT NO.**  
**to the**  
**THE LONDON PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a new policy in Section 1565\_5 of The London Plan (Southwest Area Secondary Plan) for the City of London to permit an alternative form of single detached dwelling.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 3493 Colonel Talbot Road in the City of London.

C. BASIS OF THE AMENDMENT

Section 1565\_5 of The London Plan is the Southwest Area Secondary Plan which includes more specific policy guidance for the plan area. The recommended amendment will permit an alternative dwelling form that what is permitted by the Southwest Area Secondary Plan policies.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Section 20.5.10.1.iii “North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity” of the Official Plan – Southwest Area Secondary Plan for the City of London is amended by adding the following:

3493 Colonel Talbot Road

For **not for than 30% of** the single detached dwellings lots within the Silverleaf Subdivision Phase 2 and registered plan 33M-742, notwithstanding policy 20.5.3.9.iii.e), for courtyard dwellings, garages may project beyond the façade of the dwelling, or the façade (front face) of any porch, where the interior garage façade that includes the garage door(s) is located at no more than 90 degrees to the main building and principle entrance.



## Appendix C

Bill No. (number to be inserted by Clerk's Office)  
(2019)

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3493 Colonel Talbot Road.

WHEREAS 2219008 Ontario Ltd has applied to rezone an area of land located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) 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 3493 Colonel Talbot Road, as shown on the attached map, from a Residential R1 Special Provision (R1-8(5)) Zone and a holding Residential R1 Special Provision (h\*h-100\*R1-8(5)) Zone to a Residential R1 Special Provision/Residential R1 Special Provision (R1-8(5)/R1-8(\_)) Zone and a holding Residential R1 Special Provision/Residential R1 Special Provision (h\*h-100\*R1-8(5)/R1-8(\_)) Zone.
- 2) Section Number 5.4 of the Residential R1 Zone is amended by adding the following Special Provision:

R1-8 ( )

- a) Additional Permitted Use

Courtyard Dwelling: means a single detached dwelling, less than 2 storeys in height that has an attached garage projecting beyond the principle entrance or front façade of any porch. For the purpose of this definition, the definition of garage shall be comprised of an interior garage façade that includes the garage door(s) located at no more than 90 degrees to the main building and principle entrance, an exterior garage façade located opposite to the interior garage façade, and a front garage façade being parallel to the street.

- b) Regulations for Courtyard Dwellings

- i) Notwithstanding Section 5.3.1) or anywhere else in this by-law to the contrary, the lot frontage shall be as follows:

Lot Frontage (Minimum)	19m (62ft)
---------------------------	------------

- ii) Garage door(s) to be located perpendicular (not more than 90 degrees) to the main building façade and principle entrance
- iii) Garage door(s) and driveways are prohibited between the street and the front garage façade
- iv) Garage projection (depth) from the 8m (26.2ft)

principle entrance or the façade (front face) of any porch, whichever is closer to the street. (Maximum)

- v) Amount of transparent glazing (windows) on first storey of front garage façade (façade parallel to street) (Minimum) 18%
- vi) Amount of transparent glazing (windows) on first storey of exterior garage façade (façade opposite to interior garage façade and garage door(s)) (Minimum) 8%
- vii) Front yard depth of garage (Minimum) 4.5m (14.7ft)
- viii) Notwithstanding section 4.19.6.a) paragraph 2, the maximum driveway width shall not exceed 8m maximum for any portion of the driveway between the street line and the interior garage façade.
- ix) The maximum garage width (inner side of the interior garage wall to the inner side of the exterior garage wall) shall not exceed 8 m or 45% of the overall building width, whichever is greater.
- x) Courtyard Dwellings shall be limited to not more than 30% of single detached lots to which the Zone applies to.

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.

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.

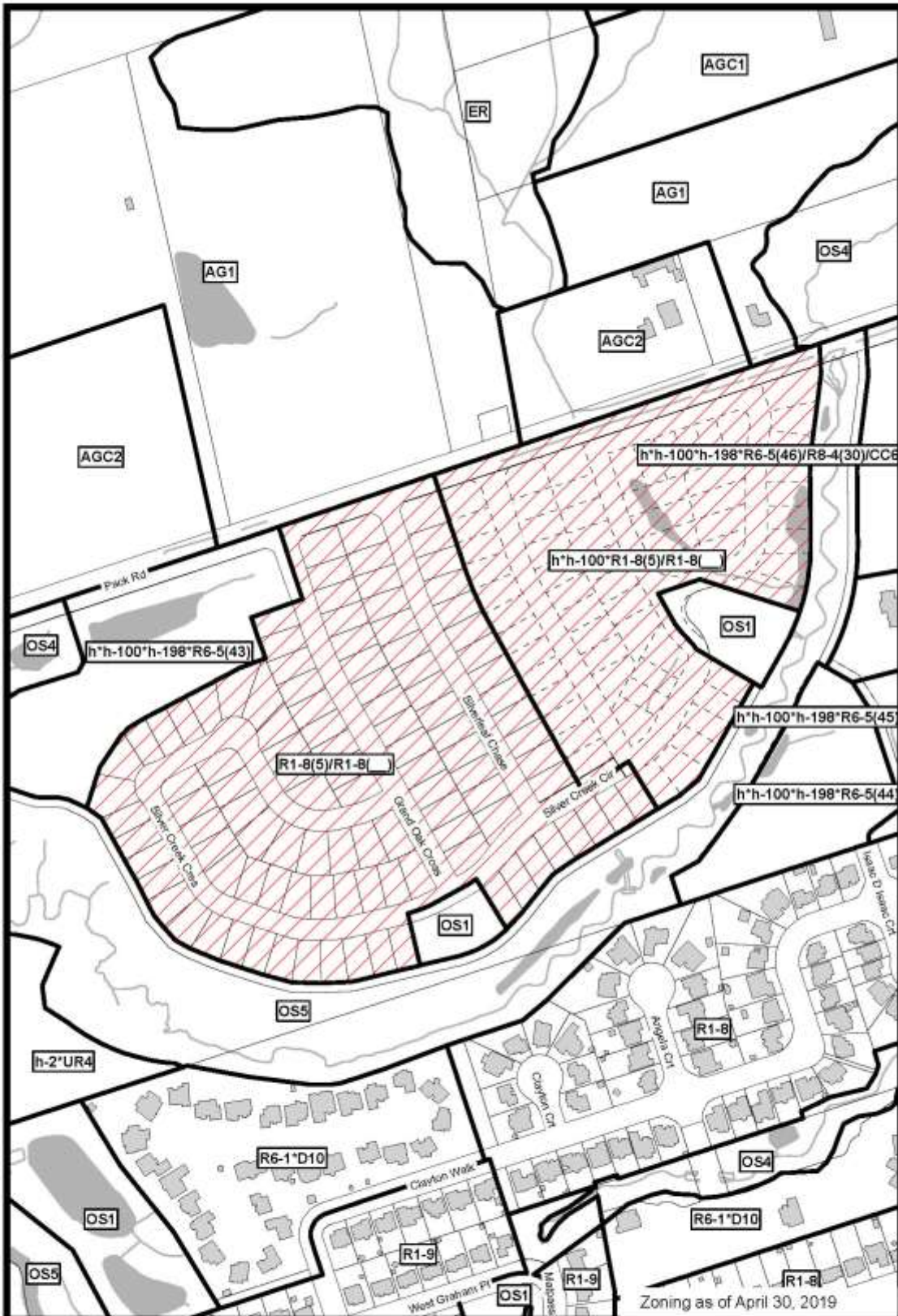
PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk


First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)

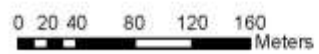


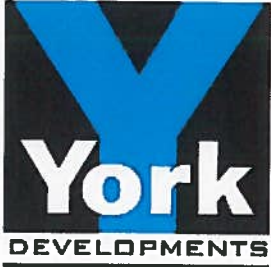
Zoning as of April 30, 2019

File Number: OZ-9032  
 Planner: SW  
 Date Prepared: 2019/05/28  
 Technician: RC  
 By-Law No: Z.-1-

SUBJECT SITE 

1:4,000





303 Richmond St., Suite 201  
London, ON N6B 2H8



Bridlewood  
HOMES

June 14, 2019

By email:

**Chair Anna Hopkins and Members of City of London Planning and Environment Committee**

City of London  
300 Dufferin Avenue  
PO Box 5035  
London, ON N6A 4L9

Dear Chair Hopkins and Committee Members:

**Re: Official Plan Amendment/Zoning By-law Amendment Application (OZ-9032)  
3493 Colonel Talbot Road, London (Silverleaf Subdivision)**

We have reviewed the Development Services Division report pertaining to our referenced planning application requesting courtyard (L-shaped) dwelling permissions for Silverleaf Subdivision.

At this time, we wish to advise that we agree with recommendations set out in the City staff report relating to the proposed Official Plan Amendment. Additionally, we are largely in agreement with the Zoning By-law Amendment recommended in this report. However, **we disagree with two elements of the proposed zoning regulations and offer the following comments in response to these matters:**

**1. Front Garage Wall Glazing (25% Minimum Requirement)**

City staff have recommended that front garage walls for courtyard dwellings incorporate a minimum of 25% window treatment (glazing) to help enhance the streetscape appearance and to avoid a 'blank wall' design. We fully agree that this front façade should include enhanced design treatments including glazing, however we are concerned that a 25% minimum glazing requirement is excessive relative to the proportion of windows typically provided for living space. In our experience, providing approximately 15% glazing on the front façade is appropriate for a well-balanced, contemporary design (refer to Figure 1 enclosed with this letter)

In order to provide a better balance and distribution of windows on the front facades of courtyard dwellings, **we request that a minimum glazing provision of 15% be established through this Zoning By-law Amendment.** In our opinion, this provision will be sufficient to support attractive housing designs that will contribute positively to the local streetscape.

## 2. Garage Projection (8.0 m Maximum Requirement)

City staff have also recommended that the garage depth for courtyard dwellings be limited to 8.0 m (26.2 ft) from the main building entrance or porch to accommodate a double car garage. As outlined in this report, City staff are proposing this regulation to mitigate possible impacts from extended building setbacks (e.g., limit natural surveillance, reduced residential presence and street activation). We fully support community-wide initiatives to encourage 'eyes on the street' and pedestrian-oriented neighbourhoods, however in our opinion limiting courtyard dwellings in Silverleaf to double car garages is not necessary to achieve these objectives.

Additionally, it is important to consider that courtyard homes with 'bonus' rooms above the garage bays are permitted under existing zoning regulations and the proposed regulations, as these rooms are considered part of the main building. Figure 2 enclosed with this letter illustrates that there is little difference between the appearance of courtyard dwellings that are, or are not permitted, under the proposed zoning regulations (regardless of the number of garage bays).

Given these considerations, **we request that the maximum garage depth from the main building entrance be increased to 11.5 m (37.7 ft)** to allow courtyard dwellings in Silverleaf to be configured for both two- and three-bay garages. In our opinion, this modification will provide for a broader mix of single detached housing within this subdivision, while also promoting greater variation in building designs, façade treatments, entrance (forecourt) features and landscaping arrangements.

## 3. Alternative Recommendation

In summary, we respectfully request that the Planning and Environment Committee endorse our proposed modifications to Appendix "C" of the City staff report which sets out the proposed site-specific zoning. As such, we have enclosed a revised Appendix "C" for the Committee's consideration.

Our team is available to address any questions you may have regarding the matters discussed. Please be advised that we intend to make a presentation to the Committee at the public participation meeting scheduled for June 17, 2019.

Yours Truly,



**Ali Soufan**  
President, York Developments  
519.640.8968 ([ali.soufan@yorkdev.ca](mailto:ali.soufan@yorkdev.ca))



**Carmine Gargarella**  
President, Bridlewood Homes  
519.521.4979 ([carmine@bridlewoodhomes.ca](mailto:carmine@bridlewoodhomes.ca))

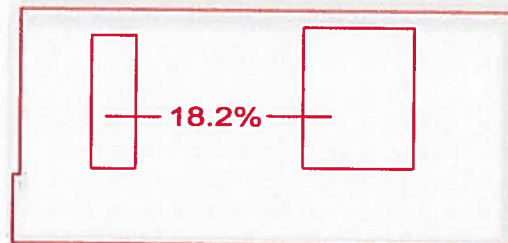
Cc: L. Pompili, S. Wise; City of London  
Encl





FRONT ELEVATION  
SCALE: 1/4"=1'

Proposed Glazing Requirement: 25% (min.)  
Requested Glazing Requirement: 15% (min.)



**Bridlewood**  
HOMES

## Figure 1

Courtyard Dwellings:  
Front Garage Wall  
Glazing Calculation  
(Sample Design)



430 GOLBORNE STREET,  
SUITE # 202  
LONDON, ON, N6B 2V2  
P. 519 858 2797 F. 519 858 2920  
WWW.MHBCPLAN.COM

PLANNING  
URBAN DESIGN  
& LANDSCAPE  
ARCHITECTURE  
**MHBC PLANNING**

DATE: June 13, 2019

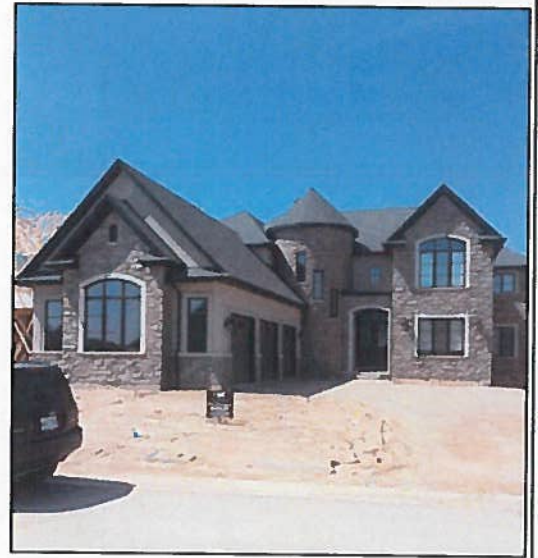
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Figure 1 - Front Garage Wall Glazing Calculation - June 13, 2019

Permitted under proposed zoning requirements:



Two-bay garage



Three-bay garage (with bonus room)

Not permitted under proposed zoning requirements:



Three-bay garage (without bonus room)



**Bridlewood**  
HOMES

## Figure 2

Courtyard Dwellings:  
Design Comparison  
(Proposed Zoning)



430 COLBORNE STREET,  
SUITE #202  
LONDON ON N6B 2V2  
P. 519 858 2797 F. 519 858 2920  
WWW.MHBCPLAN.COM

PLANNING  
URBAN DESIGN  
& LANDSCAPE  
ARCHITECTURE  
**MHBC PLANNING**

DATE: June 13, 2019

N:\10841\Graphics\

Figure 2 - Comparison of Existing Houses - June 13, 2019



## Appendix C

Bill No. (number to be inserted by Clerk's Office)  
(2019)

By-law No. Z.-1-19 \_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3493 Colonel Talbot Road.

WHEREAS 2219008 Ontario Ltd has applied to rezone an area of land located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) 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 3493 Colonel Talbot Road, as shown on the attached map, from a Residential R1 Special Provision (R1-8(5)) Zone and a holding Residential R1 Special Provision (h\*h-100\*R1-8(5)) Zone to a Residential R1 Special Provision/Residential R1 Special Provision (R1-8(5)/R1-8(\_)) Zone and a holding Residential R1 Special Provision/Residential R1 Special Provision (h\*h-100\*R1-8(5)/R1-8(\_)) Zone.
- 2) Section Number 5.4 of the Residential R1 Zone is amended by adding the following Special Provision:

R1-8 ( )

- a) Additional Permitted Use

Courtyard Dwelling: means a single detached dwelling, less than 2 storeys in height that has an attached garage projecting beyond the principle entrance or front façade of any porch. For the purpose of this definition, the definition of garage shall be comprised of an interior garage façade that includes the garage door(s) located at no more than 90 degrees to the main building and principle entrance, an exterior garage façade located opposite to the interior garage façade, and a front garage façade being parallel to the street.

- b) Regulations for Courtyard Dwellings

- i) Notwithstanding Section 5.3.1) or anywhere else in this by-law to the contrary, the lot frontage shall be as follows:

- iv) Garage projection (depth) from the principle entrance or the façade (front face) of any porch, whichever is closer to the street. (Maximum) 11.5m (37.7ft)
- v) Amount of transparent glazing (windows) on first storey of front garage façade (façade parallel to street) (Minimum) 15%
- vi) Amount of transparent glazing (windows) on first storey of exterior garage façade (façade opposite to interior garage façade and garage door(s)) (Minimum) 8%
- vii) Front yard depth of garage (Minimum) 4.5m (14.7ft)
- viii) Notwithstanding section 4.19.6.a) paragraph 2, the maximum driveway width shall not exceed 8m maximum for any portion of the driveway between the street line and the interior garage façade.

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.

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 June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – Application – 3493 Colonel Talbot Road – Zoning By-law Amendments (OZ-9032)

- *(Councillor S. Turner enquiring with respect to the façades and some of the neighbourhood characteristics, blanking on the name of the policy where they look to the streetscapes and how much of the façade of the house may be taken up by garage; noting that Mr. L. Pompilii, Manager, Development Planning, talked a little about the 50% maximum to that; in this he did not see offhand how much of the front façade of the garage itself facing the street would be allowed to take up of the total width of that house, the total front elevation of the house, would it be limited to any extent; seeing the garage amount, the garage doors themselves are limited in how much that can come out and how much it can be set back from the street but the actual width facing the street of the garage component.);* Mr. L. Pompilii, Manager, Development Planning, responding that generally, within the South West Area Plan, and within some of their infill policies, their regulations relate to that garage doors themselves cannot occupy more than 50% of the width of the lot, in this case, with the courtyard dwelling they have not included anything similar, there is no control over what that width at the street level can be, it is that projection from the main dwelling that they are regulating here; *(Councillor S. Turner wondering if there is any limitation to how many in a row would be available or could every lot conceivably be of this design.);* Mr. L. Pompilii, Manager, Development Planning, responding that through this recommendation there is no control in terms of specific lots; believing the developer in this case has indicated through their submission that they will control that so this is not on a lot by lot basis within the street but they will spread it out, the only other alternative that staff would have is to zone specific lots for this type of dwelling; *(Councillor S. Turner wondering if it would be possible in that zone overall to say that a certain proportion of lots, say 30% of the lots could have that design type.);* Mr. L. Pompilii, Manager, Development Planning, responding that they are creating a special provision zone as well as a specific policy within the South West Area Plan, they could put a percentage on that if that is desirable; believing that is the intent of what the applicant and the developer in this case is doing through their approval process.
- Scott Allen, MHBC, on behalf of the applicant – agreeing with staff's recommended Official Plan Amendments to The London Plan and the South West Area Secondary Plan to permit the courtyard housing in the Silverleaf subdivision; advising that they are largely in agreement with the zoning that has been proposed through the proposed Zoning By-law Amendment in Schedule "C" of the staff report; commending staff for their work crafting that Zoning By-law Amendment and they worked closely with staff and they had consultations with York Developments own builders on this matter as well and they do appreciate the effort that was put in; noting that this has been a challenging file; pointing out that, unfortunately, as Mr. L. Pompilii, Manager, Development Planning, spoke to it, there are certain disagreements they have on two specific items relating to the proposed regulations that were set out in Schedule "C"; firstly, City staff are recommending that the front garage façade, the courtyard drawings, incorporate a minimum of 25% window glazing and that is to avoid the blank wall designs and while they fully agree that blank wall designs are not appropriate, they are concerned that 25% is too high based on contemporary designs; indicating that based on their assessment, glazing in the range of 15% to 18% of the façade is appropriate for well-balanced contemporary house design as they identified in their letter; requesting that this minimum glazing be reduced to 15% recognizing again that it is a minimum and that there is opportunities for additional glazing; expressing concern from a proportionality perspective that too much glazing on a garage may not be an appropriate design for the broader house; secondly, City staff are recommending that the garage depth of the courtyard dwellings be

limited to eight metres from the main building to accommodate two car garages but not three car garages and this regulation is being proposed as Mr. L. Pompili, Manager, Development Planning, spoke to basically focus on eyes on the street and help activate the dwelling area and space in front of the houses; supporting these community based initiatives; however, in their opinion, a third garage bay would not necessarily undermine the intent of these design initiatives; additionally, as Mr. L. Pompili, Manager, Development Planning, spoke, a three bay design with a bonus room above the garage space is already permitted by the Zoning By-law, and would, in fact, not be affected by this particular Zoning By-law Amendment as bonus rooms are considered to be part of the main building, they provided a figure in their letter to illustrate that it is relatively difficult to distinguish between the various forms of L-shaped or courtyard housing regardless if they are or not permitted by the by-law; in light of that consideration, they would request that that maximum garage depth from the main building be established at 11.5 metres rather than 8 metres and that would permit two and three car garages in Silverleaf without the need for bonus rooms; advising that, in their opinion, this modification is appropriate for the development in context with this area and promote greater variation and streetscape design; mentioning with respect to Councillor S. Turner's comments, they would support an additional provision being added to that Zoning By-law Amendment to maximize the number of courtyard houses in the R1-8(5) site specific zone to 30% and that would therefore apply only to Silverleaf subdivision and that would help to not only provide greater variation in housing designs but also to distribute L-shaped housing throughout the development area; respectfully requesting that the Planning and Environment Committee endorse their three proposed modifications, two of which are illustrated in Appendix "C" that they included a modified version in their letter. (See attached presentation.)

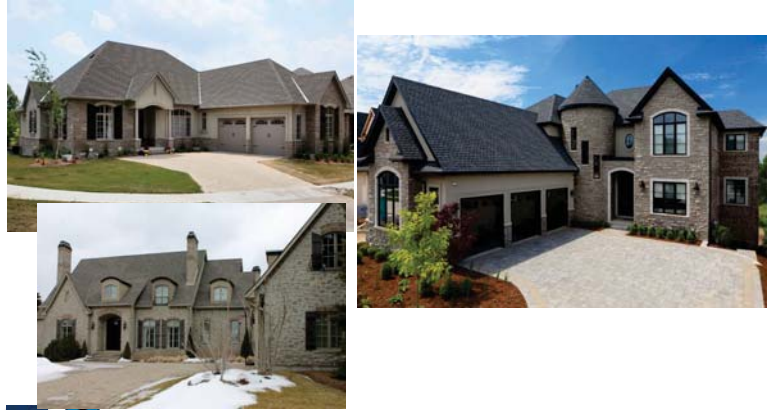
June 17, 2019



Bridlewood  
 HOMES



## Courtyard Garage (Representative Designs)



Permitted under proposed zoning requirements:



Two-bay garage



Three-bay garage (with bonus room)

Not permitted under proposed zoning requirements:



Three-bay garage (without bonus room)



## Thank You



## Natural Surveillance





# Streetscape Arrangement (Mix of Courtyard and Conventional Garages)



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – Application – Old East Village Dundas Street Corridor Secondary Plan (O-8878)

- Jen Pastorius, Manager, Old East Village Business Improvement Area – (See attached presentation).
- Scott Allen, MHBC, on behalf of Amiraco Properties Inc. – advising that they submitted a letter very recently to City staff as well as forwarding it to the Planning and Environment Committee's consideration; indicating that Amiraco Properties Inc. recently purchased a property in late March of this year at 496 Dundas Street and that property currently enjoys high rise permissions under the 1989 Official Plan, The London Plan and the Zoning By-law; advising that Amiraco Properties Inc.'s objective is to develop a mixed-use high rise development at that location and they have just recently initiated a process of assembling a consultant team and developing conceptual design plans; indicating that under the Secondary Plan because 496 Dundas Street is located on the north side of the street in what is referred to as the mid-town development area, building heights are limited to mid-rise form or eight storeys and they are seeking an opportunity to develop to a higher level based on current permissions and, as noted in their letter, they are interested in working with staff to evaluate options, explore options that is to see if high rise conditions could be considered on that site; apologizing for the lateness of this submission and he did talk with Ms. B. O'Hagan, Manager, Urban Regeneration, this last week essentially MHBC was asked into the project in May and their clients had done some due diligence before they purchased and recognized existing permissions but the Secondary Plan apparently slipped through the cracks and so they were unaware of the impending policy and adjustments unfortunately and as noted in their letter they are interested in potentially seeing a brief deferral to the Secondary Plan and that is unfortunate from their perspective recognizing the amount of work that has been carried out to date; reiterating that they were involved in May and they took note of the fact that the Secondary Plan was underway, contacted staff but more importantly started to work with their architectural consultant to try to come up with a plan so they could sit down with City staff and review what they were considering for that site and unfortunately, the notice of the meeting came forward and they are here tonight but again if the Committee supports the deferral it would be a very short deferral from their perspective, they think it is pretty clear what they are asking for in their letter and they would be more than happy to work with staff expeditiously to address their concerns.



June 17, 2019

To: City of London Planning Committee Chair and Members  
Re: The Old East Village Dundas Corridor Secondary Plan

Thank you for the opportunity to speak to this plan and our process to get here. Planning has been our partner in the Old East Village Revitalization since the early days. John Fleming, our now City Planner was at the table early and often as a part of the Planners Action Team, a group of planners from across Ontario who committed time to create a long term plan for area revitalization. That report, the PACT report was the foundation for the OEV Community Improvement Plan. And while local and grass root work was being done by area businesses and residents, the CIP was the policy that truly allowed area renewal to formally begin.

The PACT report had included dozens of recommendations both large and small which all contributed to the area improvements of which kept long standing businesses in place which allowed for new businesses to build on existing area business draws. The PACT report and then the CIP was our roadmap to revitalization and over the past 15 and for the most part we have successfully completed its requirements.

This is why the Old East Village Dundas Corridor Secondary Plan is the next step in furthering area development. It speaks to intensification, connectivity, multi-modal transportation, building use, street design and beautification and affordable housing. Intensification challenges are being experienced across the city, but the feedback we have received is that the mid-rise scaling to the north and limited high rise heights to the south is generally acceptable understanding that in both cases that the heritage buildings and design, through our Urban Design Guidelines must be integrated.

The issue of connectivity has been on the lips of area businesses and residents for a long time and even more so since the City invested a badly needed 1 million dollars into our Municipal parking lots in 2018. We now have great parking. Dundas Infrastructure Renewal is about to provide street upgrades. This policy emphasizes the importance of connecting these two significant investments to they can both be enjoyed. Connectivity is imperative to our residential neighbourhoods and to connecting the corridor to the proposed Rapid Transit stops on King at Adelaide and Ontario.



Connectivity is also key to support a neighbourhood that is multi-modal. Once the infrastructure improvements have been completed including the East West Bikeway and Rapid transit implemented, the Secondary Plan of wide sidewalks completes a neighbourhood that welcomes all modes of transportation. However, the loss of street parking created legitimate concerns from the businesses most directly affected by parking removal so we *need* safe and intuitive connections for everyone to the commercial Corridor regardless of how they move. In addition, enhanced street design and opportunities for better functionality and beautification as a policy will increase area activity also.

As we grow we need to ensure that there is a healthy stock of retail spaces facing Dundas in order to continue to welcome new businesses to the area. That is why mixed use development with commercial on the main floor is imperative to ongoing area renewal.

Regarding Affordable Housing, the Old East Village was the first in the City to embrace affordable housing programs; therefore we have a solid *existing* stock of affordable units along the commercial corridor. Affordability is very important however, equally as important is to create balance by offering a wide variety of housing along Dundas Street including affordable, at-market and above market units.

The BIA is pleased to respond to this report. I would like to thank City of London Planner, John Fleming, and his Urban Regeneration team of Brit O'Hagan and Kerri Killen. I understand that Bill 108 will likely change elements of the Planning Act which may affect this policy so I look forward to working with staff to identify and manage any changes required.

One final thank you, to all of Council for voting approving the Old East Village Streetscape Improvement funding that was bundled within Rapid Transit funding earlier this year. The policy written in this Secondary Plan is important but will not be realized without funding. The funding you approved will assist to implement badly needed connectivity and street beautification which will fulfill requests from businesses and residents going back almost 20 years. That is what that funding, if received from the province, will provide to our community.

Thank you for your time.  
Jennifer Pastorius



Manager  
Old East Village BIA

Cc: Maria Drangova, BIA Board Chair  
John Fleming, City of London Planning Department  
Brit O'Hagan, Manager, Urban Regeneration

Bill No. (number to be inserted by Clerk's Office)  
(2019)

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 945 Bluegrass Drive.

WHEREAS Gateway Church has applied to rezone an area of land located at 945 Bluegrass Drive, 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 945 Bluegrass Drive, as shown on the attached map comprising part of Key Map No. A101, from a holding Community Facility Special Provision (h\*h-1\*h-18\*CF1(3)/CF3(1)\*D40\*H12) Zone and Urban Reserve (UR3) Zone to a Residential R8 Special Provision (R8-1(\_\_\_)) Zone and an Open Space (OS1) Zone.
- 2) Section Number 12.4 a) of the Residential R8 (R8-1) Zone is amended by adding the following Special Provision:
  - ) R8-1( ) 945 Bluegrass Drive
    - a) Prohibited Use
      - i) Emergency Care Establishment
    - b) Regulations
      - i) Parking (minimum) 66 spaces or 0.825 spaces per unit, whichever is greater
      - ii) Density (maximum) 46 units per hectare
      - iii) Setback to Rail Transportation (RT) Zone (minimum) 30.0 metres (98.4 feet)

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.

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.

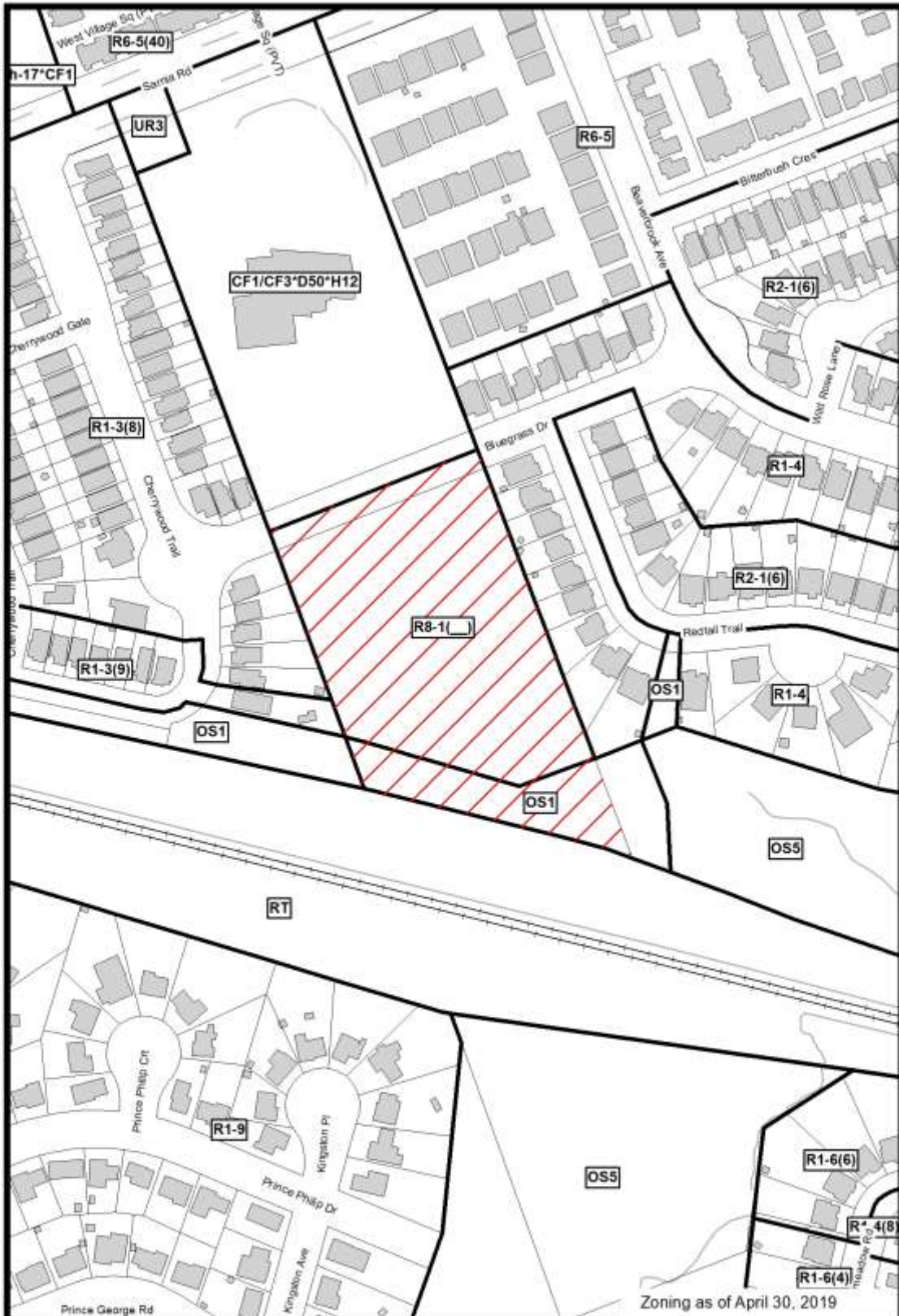
PASSED in Open Council on June 25, 2019.




Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



<p>File Number: Z-9020                  Planner: CL                  Date Prepared: 2019/05/24                  Technician: RC                  By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters </p> <p></p>
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## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.4 PUBLIC PARTICIPATION MEETING – Application – 945 Bluegrass Drive (Z-9020)

- *(Councillor P. Squire indicating that at the beginning of your presentation you mentioned affordable housing and he did not hear it again so can you tell him what that means or did he just miss it.); Ms. C. Lowery, Planner II, responding that the applicant is proposing for the site to be developed as affordable housing; they have initiated discussions with HDC, London for the status of those discussions; deferring to the applicant that they are not seeking bonusing as part of this application; (Councillor S. Turner enquiring about the thirty metre required setback from the railroad and then the wording in the report says an additional special provision requiring a thirty metre setback, is that an addition to the required thirty metre setback as normally required from a railroad so it will be sixty metres or is a different way of wording the setback already required.); Ms. C. Lowery, Planner II, responding that the intent of that is to carry over the special provision that currently applies to the site to ensure the thirty metre setback is upheld.*
- Harry Froussios, Zelinka Priamo Ltd. – indicating that he is here this evening on behalf of Gateway Church, a local faith based organization that you will hear from shortly as they would like to address the Committee this evening and give the Committee an idea of the goals and objectives as it relates to the project; thanking staff for their timely review of this application; thanking the public for their comments; noting they had a public open house on April 3, 2019 which was well attended and they received some very good comments; stating that they are happy to be in this position this evening; indicating that they are looking forward to moving this application forward to the next stages; advising that Ms. C. Lowery, Planner II, touched on a lot of the things which he was going to address, but he will go through the application briefly; noting that the two three storey apartment buildings proposed on the site will contain forty units in each building; stating that the front building, Building A, fronts on to Bluegrass Drive and will contain 40 units and the rear building, Building B, which is just southeast of the Building A and abuts Sunrise Park, will also contain 40 residential units; indicating that on the entrance of the rendering of the front entrance you can see from the front it is an angled building on each side and there is a purpose to that; noting that on the side rendering there is going to be a mixture of materials and colours that will make it an interesting building to fit in well with the neighbourhood and context of the existing development; point out the side view perspective, and again, the balconies backing on to the open space on the ground level units will have access to the ground level; noting that the details of the site plan which Miss Lowery already alluded to, 80 units at a density of 46 units per hectare, a total of 66 parking spaces including 6 accessible spaces; indicating that the surface parking area and the publicly accessible open space is located east of the property, tucked in mostly behind the building, and single access is provided from Bluegrass Drive; noting that the refuse collection will be provided internally to the side in-between both buildings and inside the buildings but there will be a temporary pick-up location between the two buildings on the day of garbage collection; stating that this is the site place that you have already seen this evening and couple of things to touch upon were the location and the configuration of the buildings; noting that the front entrance of the building directly faces the street, providing it an interesting enhanced street scape; stating that the angles configuration of the building was done so that we do not have direct views into the backyard of the neighbours to the west, as well as to a lesser extent to the neighbours of the east, and it takes away that concern about the direct relationship between viewing into the rear yards of the neighbours; indicating that there is a generous amount of open space landscaped area and,

additionally to that, which you do not normally see in a lot of these projects, is the introduction of space used for the general public as well; stating that, at this point there has been talk about incorporating tennis courts and at one point there was talk about a soccer pitch; noting that the reality is that these details will be dealt with through the site plan approvals stage and we will work with the community to see what best fits in with this neighbourhood and what can be used more efficiently and will not create a negative impact on the neighbours; stating that there will be a playground in the space between the two buildings that can be converted in to an ice rink in the winter time, so again, you are seeing a lot of things that you normally see as part of these developments; stating that this is something their client is very, very happy to provide to this community; indicating that the parking is positioned to the rear of the site to keep it away from the public streetscape and to keep vehicles away from public streetscape and leave everything towards Bluegrass Drive; noting that the rear portion, which consists of Sunrise Park, will be dedicated to the city as part of this process; indicating that the current zoning of the property already permits group homes, nursing homes, rest homes and retirement lodges, at density of 40 units per hectare, in addition to various institutional uses; stating that the proposed development, as noted, will be 46 units per hectare and that is to account for the land and dedication and otherwise the density of this project would have been slightly less than 40 units per hectare; expressing support of the staff recommendation before the Committee this evening, however, requesting that the holding provisions regarding the development agreement, and the completion of a noise and vibration study, not be part of the zoning amendment in this instance; indicating that these holding provisions are being carried over from the existing zoning that is in place but they don't necessarily need to be applied to this particular development; noting that the proposed development will be subject to site plan approval as part of the next phase, where all technical matters will be dealt with through that process and a development agreement will be entertained as part of that process; stating that CN rail has already provided their comments that they will require a noise and vibration study to be completed before a permit is issued, therefore, they will be circulated as part of the process; stating that if we cannot proceed to the next stage of completing the site plan approval, or even getting a building permit, we acknowledge that is the case; noting that he does not believe it is necessary to include those holding provisions, they can deal with those matters through site plan approval and that eliminates another stage in the process where our client will have to go through to get another approval and come back to Committee to get a holding provision removed, where otherwise it is going to be dealt with through the site plan process; indicating that the requested amendment to the staff recommendation, in his opinion, is consistent with the provincial policy statement, as was mentioned previously with staff, and it makes efficient use of underutilized lands for the purpose of providing a range of housing, including affordable housing; noting that it is consistent with the applicable 1989 Official Plan policies that are currently in effect and it reflects sound land use planning principles; enquiring as to whether the Committee has questions; (*Councillor P. Squire enquiring what is the affordable housing aspect to this.*); stating that there will be at least 40 units dedicated, purposefully, for affordable housing through the HDC program, the same that has been done with other, similar projects; (*Councillor A. Hopkins wondering if we know what the affordable housing will look like, the percentage in other words.*); Indicating that at this point the 40 units represent half of the units in the makeup, in term of the bedrooms at this point; noting that we have not gotten to that stage yet in term of the size, in terms of the layouts in the bedrooms, but that might be answered through the client when he makes his presentation; (*Councillor A. Hopkins asking for further clarification on the affordable housing part, is its sort of 95% below the market value, or is that still to be determined.*); indicating that that is still to be determined because we are not at the bonusing stage with this and have not gone into that level of detail yet; (*Councillor A. Hopkins saying she thought she*

*heard you say that the gathering area, the playground area, the tennis courts that will be open to the public.);* stating that, yes, the intent is to have some of the open space features available to the general public. (See attached presentation.)

- Rick Boyes, Lead Pastor, Gateway Church – indicating that he has personally lived in the northwest end of London for twenty-one years; having raised his own children here in our community and in our neighbourhood he feels like a stakeholder to the northwest end of the city; advising that what began as a dream in 2004 became reality in 2009 when Gateway Church completed its first phase of our master plan to fully develop our parcel of land located north and south of Bluegrass Drive; noting that when they purchased it was one parcel of land and they proceeded with that intention, but in those early years when they were surrounded by corn fields and farmland on all sides they dreamed of the day when our neighbours could join us with so many others who formed our neighbourhood; pointing out he says dreamed of it because that is why we are here to serve our neighbours and be neighbours, we are here to offer ourselves and our facilities to bring value to all people that live within our community; advising that every week hundreds people from this neighbourhood and community come to Gateway for all kinds of activities and events and meetings and celebrations and as part of our site plan for the southern parcel of land was always intended to be used for housing and for recreational use for all ages; indicating that they took steps towards development as an intergenerational housing development with an emphasis on those aged fifty-five and up, but as we went through that process it became obvious that not only with an aging population, but with an ever increasing housing market that many people would find themselves out of reach for rental housing with dignity; providing a couple of examples, they recently had a couple of widows forced to leave our community and move into other locales within the city simply because rent prices are out of reach; believing and thinking others will as well; no one should have to choose between paying their rent or filling their prescriptions; advising that four years ago his daughter and son-in-law were married; noting that the is a barber she is an EA at the Thames Valley District School Board and together they struggle to pay high rental prices and save for their first home even hearing earlier this afternoon that housing prices have escalated by 42% only confirms to me that we are on the right page and it to these ideas that is the driving motivation to our plan; outlining that their desire to create housing that is affordable with dignity so that anyone would be happy and proud to say hey I live at 945 Bluegrass Drive; understanding that this a first of affordable housing in the northwest end of London and as the church as a non-for-profit are intention is to create homes for couples and singles that are reasonably priced; stating that the goal is not to maximize the value of the lands to the community and to not maximize the amount of money or earning potential that there lands could yield so that is why we arrived at only eighty units and we have plenty of space for a public splash pad, an outdoor ice rink, soccer pitch, parks, gazebos and walking paths; noting that if economics were the driving force then we would just sell it to one if the many developers that have approached us to sell and to build; advising that they want their neighbourhood families, the children and the grandchildren, to have a place to play, all of them; today we love people using our land with our permission and with our blessing to play soccer, to exercise and to enjoy, we just desire to create further something that all of us could enjoy at the same time making room for those who are older and for those just getting started and for those who need a little help along the way; indicating that their goal is to bring the generations together not to push them apart and our goal is to create something that brings community for all in a way that is equitable, affordable and with dignity for all.



- Anna Foat, 792 Redtail Trail – believing they are so fortunate to live in a lovely neighbourhood in Deer Ridge; advising that she moved there about thirteen years ago and it was mostly dirt with only a few trees and not very many houses; over the last decade a lot of developments has occurred, both in their subdivision proper and in the areas around including Gateway Church; Gateways has been a great neighbour over the years planting grass and even putting soccer nets up for the community; wondering if she mentioned that they hand out full size chocolate bars on Halloween; how awesome is that; thinking it is wonderful that they will develop and offer affordable housing as part of their mandate, as much as she thinks some neighbours would like the field and its perpetuity we all know it was set for development from the outset and it is now our turn to be good neighbours; expressing dismay on Father’s Day to find a letter at her door alluding to homeless and drug users; noting it did have the intended effect, however, it worked; pointing out that many neighbours are worried and their fears are around security; advising that she sat previously on the board of an affordable housing project in Kitchener, Waterloo, before moving to London called Hartwood Place and once she moved to London she joined the Family Selection Committee for Habitat for Humanity both working with our homeowners as well as homeowners where houses were being built; knowing her neighbours are hardworking decent people who have community pride and she also has experienced the positive not negative impacts that these developments can have on existing neighbourhoods; imploring people not to take the bait of fear and rather consider how new neighbours will add to our community’s character, not to detract from what is a great neighbourhood in London, Ontario.
- Christina Copeman, 1845 Cherrywood Trail – representing a large group of concerned neighbors regarding the nature of the development on Bluegrass Drive; beginning by stating that they are not concerned about the land being used for long term low income housing; advising that they have been told by the Pastor at the Church that the intent of the housing is to create affordable housing for seniors; being clear, they think this plan is an excellent and necessary endeavour and support this plan; advising that when they bought their home they were aware of the open space behind the street that was zoned for CF1 and CF3 uses again, to be clear, this is not about green space, they are aware it has never been zoned as such; expressing concern with the fact that the request for rezoning includes lodging room class 2 and emergency care establishment classifications; believing if the development is to be used to create low income housing for retirees there does not need to be an inclusion of lodging house class 2 and emergency care establishment; pointing out that the City Planner has stated the reason for lodging house class 2 being left in is because it allowed for two unrelated people to lease a single apartment; lodging house class 2 is a broad category that allows for a number of uses including short term stay; advising that if all that is desired is an allowance for two unrelated people to lease an apartment the Planner can write a new definition that allows for this, there is no necessity to leave lodging house cost 2 in in order to achieve their stated purpose; additionally Catherine Lowery stated these uses referring to lodging house class 2 and emergency care establishment were considered to be less intensive then certain uses currently permitted in the existing community facility zone which include group home type 2; advising that the Ontario Community Rights Commission states the group homes and other supported housing are homes for the residents and should be allowed as is right in residential neighbourhoods consistent with the same land use principles as any other housing; pointing out that essentially it is a human rights issue to zone a building as a group home class 2 in singles out a particular group of people as only being able to live in designated areas; indicating that it is her understanding that group homes classifications are being written out of by-laws in many municipalities; using this as a justification for not taking out lodging house class 2 and emergency care establishment is invalid; advising that if the request for the



zoning by-law amendment goes through as it is written now, there is a broad sweeping regulation that allows for everything from the proposed low income housing for seniors to emergency care shelter used as a warming or cooling station, one night stays or crisis centres; indicating that the planning justification report falls short of investigating these possible uses in three important ways; the first, imagine that there are not any housing within two hundred metres, imagine it is farm field, this is still a bad location, it is isolated from all the supports needed for a lodging house or emergency care establishment which are all primarily 7-9 km away, too far to expect people to walk, expensive to cab and bus services are limited and take more than forty-five minutes; secondly, they have heard push back from Gateway members that they do not want to use all the units as temporally shelter yet they are requesting to zone it as such; stating that the way it is being requested to be zoned is the potential for over 30,000 people moving through those eighty units in one year; indicating that the infrastructure of the neighbourhood is not set up to support that; thirdly, Gateway had reassured its neighbours and City Council that they will take this project on, fund it and care for those that need the extra care through the Church community; wondering if they are guaranteeing that they can maintain this level of care and control over development in perpetuity; no, of course not, it is not possible to do so, but if it is zoned as a lodging class 2 and emergency care establishment that will continue and perpetuity; expressing agreement with the need for low income housing and they support the plan as described to them by Gateway and their City Councillor as long-term low income housing for seniors; indicating that the plan, as described, does not need to be zoned for lodging house class 2 and emergency care establishment; leaving this in allows for a number of further unintended uses in the future and they ask as a neighbourhood, they are asking City Council to require lodging house class 2 and emergency care establishment to be taken out before moving this forward; requesting that the Committee defer a decision and allow for additional consideration of this report.

- Paul Hubert, 1107 St. Anthony Road – stating that is has been an interesting discussion; thanking staff for their work on this; indicating that he has been a volunteer on a committee having this discussion over the last number of years; appreciating Christina’s comments; thinking one of things that is really important is the understanding that this is probably the first affordable housing project west of Wonderland in the City and the area continues to grow and so do the needs of the area; advising that there are many people who are living in their homes that are older, particularly in the older parts of Oakridge, that are looking for affordable housing and the concept of aging in place, not having to leave their community is very very important and he appreciated Christina’s affirmation and the community’s affirmation of that goal; wanting to comment, however, that one of the things that is really important for the committee that has been working on this is that the site is really open to the community, it is not a closed site, it is not a gated community, in fact, as staff pointed out, by right the designation could be seventy-six units per hectare and this proposal is only forty-six units per hectare; indicating that they are leaving a lot of space open and in some sense even underutilizing the space because the community is more important than the building and that is a big part of it; pointing out the concept of the lodging house is a very unusual term we use in our by-law about lodging house number 2 and one of the problems with taking that out now, he wants to comment to it from a planning perspective, is there are configurations in our community that meet the needs of very specific groups of people that would fit into that lodging house class and he wants to give everyone a very poignant example; indicating that L’Arche, a well know organization, John Vanier, the founder just passed away, has homes where there are caregivers living with people with disabilities and as they develop them and he inquired of them what class are your homes classed under the by-law; it happens to be lodging home class 2 and so the intent here is not to do something which is not being stated as right, but it is to give the flexibility to serve a broader group of people in our community and so to that

point removing that use at this stage of the game before we even have gotten into building design would actually be unduly prohibitive and he thinks that is one of the things he would ask the Committee to take into consideration; stating that staff and their consultant have done a great job of addressing the holding provisions but he will not get into that, he will leave that to people who are actually experts on that; thanking the Committee for their indulgence and it is nice to be back.

- Sergey Akopyan, 697 Redtail Trail – adding just a small comment to this case; stating that many of our neighbours are concerned about the construction and we all agree with all the concerns already being expressed; advising that the biggest concern is that the door for the emergency housing could be opened by anyone and when the door is opened, especially with no details provided at this stage, it is really a lot of that; nobody knows how many units could be used as emergency housing and knowing how emergency housing works he can tell you that occupants are not allowed to be in their units for the day, they have to leave and could you imagine that amount of people flooding the neighborhood especially with no place for them to go, there are no restaurants, there is no medical care, there is nothing because the neighborhood is not designed for these purposes so taken that amendment would just create a disaster in the future.
- Will Copeman, 1845 Cherrywood Trail – making some notes throughout the evening about the discussion and points; pointing out that one thing that caught his eye was right now it is rated for low density to medium density housing and Council's ability to permit minor departures from that; outlining that eighty units, seventy of the eighty units have a square footage of 578 -606, ten of the units are two bedroom apartments of 1048-1050 square footage so seventy of the eighty units are only under 600 square feet single bedroom apartments; noting that to him that seems like a very big departure compared to a minor departure; indicating that, in the staff planning report that was released on Wednesday last week, it did not mention the concerns with regards to Lodging House class 2 and emergency care facilities that was also contained in Christina's e-mail on page thirty-eight of the document, those notes were added to the presentation since our discussion as neighbours this past weekend; believing it seems to be a big discrepancy, seems like a larger departure; guessing one other story he will add is that they first had a red flag brought to the neighbours a couple months ago, colleague of a neighbour heard from a member of the Gateway Church that they had other plans for this site, they had plans to help the homeless and help recovering drug addicts and that became the red flag as to what is all in the proposed amendment and that is how they ended up focusing on emergency care class 2 lodging house because of those request pieces in the by-law that would not have been a red flag until they had someone from the community hear the story that there is more behind the scenes; discovered yesterday that sounds like there might already be plans in place for Gateway to step aside and a corporation to take over running or ownership of the property so what Gateway has stated their intended purpose, but we have no idea the purpose of the corporation coming behind them; reiterating that this is from what a church member discovered yesterday; feeling as though Gateway may say that is their intent, but if there is another corporation taking over their intent; stating it all comes back to the by-law, what it is zoned for and that goes forever.
- Jeff Holmes, Chair, Board of Directors, Gateway Church – addressing a couple of issues that have come up from some of the comments; responding to a question, as part of the process, they have to set up a separate corporation that will be controlled by the church; responding to a second question, he not only chairs the board, he also chairs the committee that is looking at affordable housing and they have never once talked about that type of use that the person spoke of so he just wants to be clear they have always said this is affordable housing and they have never deviated from that; stating that their goal with this project is to accomplish two things, they want to be able to provide affordable

housing in our city and we also want it to be used by our neighbours, we are our neighbours, we want to help them enjoy the area which is why we are looking at doing an ice rink for them; recognizing that our neighbours cannot put an ice rink in their yard and we want to have a place for the community to come together as part of the affordable housing development.

- M. Mildon, Cherrywood Trail – thinking we all came here because we are worried about our safety in our neighbourhood; advising that she does not think Gateway Church really explained to us what exactly are they going to build, who exactly are these affordable houses for because if they really just continue saying that there just for seniors or for people who cannot afford normal rent then why are they make such a big deal about removing the lodging house class 2 and emergency care establishment because that is why we are here; expressing fear that they are going to bring other kinds of people to our neighbourhood like drug addicts, recovering drug addicts or maybe half way houses because we do not know and we really are worried about that and that is why we came here because they just keep going, that this is not what we perceive it is no this is just for affordable housing and low income rent or anything like that; indicating that that is our concern and she lives there and if they feel comfortable with not having a specific idea who is going to come there then feel free for them to come and buy our homes and they can live there in that community because we are not going to feel comfortable.
- Rodolpho Camacaro, 1951 Cherrywood Trail – thinking the concern is not really affordable housing; believing that we, as a community, are open to it, it is a great idea; indicating it is the lack of clarity in the details; thinking there are a lot of issues with the class 2 in there; thinking to support the rest of the community in there; asking for the removal of the class as he thinks that they are not ready for it and on top of that he thinks we are not talking about abilities of the area; indicating that as we are right now, Gateway Church, if you drive by during the weekend there is not even enough parking for the people that go to the church right now and its ok so far, no big deal because it has not been an issue, but now we are going into an eighty unit apartment with sixty-six spots so where are the rest of the cars going to be parking, across the neighbourhood in his driveway; expressing concerns about the traffic, the congestion and the parking around those areas; believing the issue is not affordable housing, it is the details between the lines that they are not clear enough for the rest of the community that live there.



# 945 Bluegrass Drive

Gateway Church

## PROPOSAL

Two, 3-storey apartment buildings

## PROPOSAL

### Building 'A'

- Fronts onto Bluegrass Drive;
- 40 residential units

Two, 3-storey apartment buildings

## PROPOSAL

### Building 'A'

- Fronts onto Bluegrass Drive
- 40 residential units

Two, 3-storey apartment buildings

### Building 'B'

- Southeast of Building 'A'
- Abuts Sunrise Park
- 40 residential units.

Entrance Rendering

Side Rendering

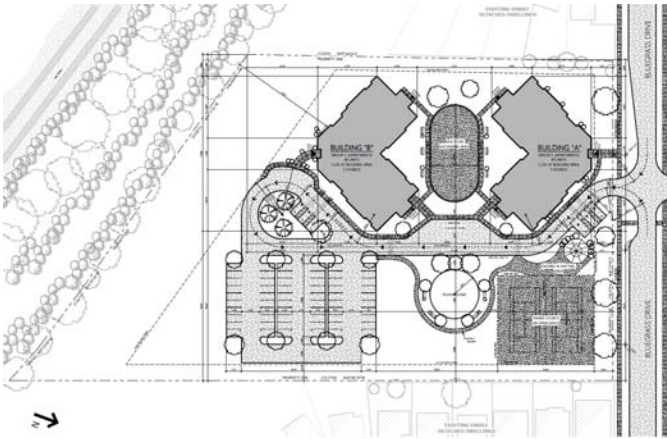


Side Perspective



## SITE PLAN DETAILS

- A total of 80 residential units and a density of 46 UPH;
- Total of 66 parking spaces, including 6 accessible spaces;
- Surface parking area and publicly accessible open space is located on the east side of the property;
- Single, full-turns, access is provided from Bluegrass Drive.
- Refuse collection is provided internal to the site in between both buildings.





## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.5 PUBLIC PARTICIPATION MEETING – Application – Victoria Park Secondary Plan – Draft Secondary Plan (O-8978)

- Eric Turcotte, Urban Strategies – stating that it is a pleasure to be here today and it has been a delight to be working with City staff and the community in developing the recommendation, the strategies, the policy that are a part of the plan; indicating that the key of the plan is to provide a greater comprehensive plan that looks at built form, that looks at open space, that looks at public realm, that looks at how the building development in the place is going to continue to evolve over time; noting that it is a framework for evaluating development proposals as they come forward because there are a lot of opportunities that will present themselves in the future as to how the place, Victoria Park, will continue to evolve; stating that it is a gem within the City, it is one of the magnificent features but there is also, as you can see, around the photo, there are some empty parking lots, places that are obvious places for development, so it is important to make sure that we are getting it right, that it consider the context, consider the heritage, the Act, that it continue to act as a central gathering place for the city and the region as a whole; indicating that the policies that are being put in place are generally in line with the London Plan but they also are bringing a level of specificity that is unique to, that responds to the uniqueness of the site here; noting that what you will see through the policy is the organize, although most policies apply to the entire character area; stating that there are some specific policies that would respond to each individual quadrant that are around the park because the whole park is not uniform, from that perspective so we think that the unique response that can occur; indicating that the plan principle came to you a couple of weeks ago, those were developed by the community through the public consultation, through the engagement, the principles are to preserve and strengthen the visual connection to Victoria Park and create a view corridor where possible to enhance that connectivity and create and improve those existing connections; stating that we need to make it safe and easy to get to the park; noting that this is a green gem, that the landscape edges around Victoria Park are critical and needs to continue to be strengthened and enhanced; indicating that there are two heritage conservation districts here, the West Woodfield as well as the Downtown Heritage Conservation District and these are important heritage resources that need to be preserved and to be enhanced; stating that we need to frame Victoria Park with an appropriate scale street wall, creating a base that frames the park is something that we think is extremely appropriate to create an appropriate comfortable pedestrian environment; noting that the plan as to identify opportunity from compatible and sensitive intensification to respond to the heritage context of the neighbourhood, as well as to the future transit, when it comes and is integrated to protect the residential identity of the Woodfield neighbourhood and mitigate its impact; stating that we want to support and animate the function of Victoria Park as active use and we want the ground uses around the park to support that animation; indicating that he mentioned the prominence of Victoria Park as a city gem, so that means that the buildings that are surrounding the park, we expect very high quality and design excellence, we expect that the response to these buildings, the character, the architecture, is of extremely high quality, probably higher quality than you would expect anywhere else because this is the centre of the city; indicating, again, that we want to enhance the park as not only a green space, but as a destination for all of London and beyond; stating that the policy focus on, there are some policies that are being embedded into the Secondary Plan, so these are consistent with the London Plan, but also they respond to the uniqueness of, and they provide greater specificity than what you have in the London Plan; noting that the policies that are based on your design principle, that we saw earlier, relates to the view corridor, connection, public realm, the cultural heritage, the built form, the land use and the compatibility of the park activities; indicating that he will go into a greater level of detail about what some of these policies that you have in the draft plan about what they specifically are; stating that one of the policies relates to protection and maintaining the creation of view

corridor; noting that you have some existing view corridor that are important to maintain, such as Wolfe Street, but as the development occurs, we think that it is important to continue to preserve some other views and maybe create views that actually create/foster a better connectivity with the park, including along Albert Street and Kent Street; indicating that related to the St. Peters Basilica Cathedral, where the green space along Dufferin Avenue and the façade of the church, maintain the connectivity so the green armature relates to Victoria Park, as well as the view from Victoria Park to the church, there are some places we think we would want to limit the development to maintain that visual connectivity with the church; indicating that there are also some potential connections that, as developments come forward, we want to integrate in future development, a way to facilitate access to the park; noting that those could be identified to one which could be potentially around Princess Avenue coming to the park, as well as Kent Street running east/west; stating that these do not necessarily need to be streets, they could be pedestrian walkways, they could be through development, they can take different forms, it does not have to be an entire street; stating that there are a lot of examples around the world that are quite creative about how you could create those magical places that help to improve and increase these linkages; indicating that we want to strengthen the character, that around the park there are beautiful green edges, the park spills over to the neighbourhoods, spill over on the adjacent street, it is important to continue to maintain and enhance that character as development comes forward so it will be something that will continue to contribute to the positive pedestrian experience; stating that the intention with the policy related to the cultural heritage policies are to complement what is already in the Official Plan, the London Plan, the Downtown Heritage Conservation District, as well as the West Woodfield Heritage Conservation District; stating that there are good policies that are in place so the plans refer back to these policies and strengthen them and any new development that will actually occur within these heritage conservation districts will be required to receive a heritage alteration permit before they can continue to proceed, so they will be required to go through a process; indicating that from a built form perspective, the policy will inform height, setback, tower incorporation, podium, the base of the building, as well as expectation of high quality of the architecture; stating that there is a balance between the opportunity that exists around the park for intensification and the richness that exists around the park and the environment; noting that, as you can see in the plan, generally the higher the buildings are located adjacent to the downtown and as you move north there is an expectation of transition to the neighbourhood but also intensification that are anticipated along the transit corridor; noting that the plan includes demonstration scenarios, so this is not to say that this is what the future exactly looks like, this helps the team to inform what policies are going to be in place to ensure that we have a comprehensive way to develop around the park, understanding, for example, where there might be shadow impacts where a tall building is developed, this is being assessed, looking at the impact on the environment; stating that there are different ways there could be some buildings that are lower, that are mid-rise and you can see there is a transparent section on top of the buildings that are more solid and a transparent section, these indicate where, in the London Plan, in the current policy, where bonusing can be applied to allow people to go taller and that lets you capture some of the public benefit that can continue to enhance the character of the place; stating that if we do a tour around the block, we do have the northern policy, the area at Richmond, north of Central Avenue, its adjacent to the EA for the transit corridor, the corner of Central Avenue is a place where intensification is anticipated and the plan indicates that it could be a two to twelve storey building with the possible bonus of the sixteen storeys; noting that there is also a rich edge along the block of very strong heritage buildings but there is also the opportunity for infill within that section, so by preserving the heritage character there is an opportunity to actually create a sense of infill that we think is appropriate in the centre of the block as long as the heritage structures are being preserved; indicating that the east policy area, which is north of this building, there is the highest height of building anticipated just north of this building, so at the south end of the east area, south of Princess Avenue, and as we move north from Princess to Wolfe Street to Central Avenue,

there is a gradual decrease in height to respond to transition with the existing neighbourhood, we want to make sure that is a sensitive transition and some stepping in enough building to allow for the transition toward the more sensitive area of the neighbourhood; stating that the south policy area is where we see the highest level of intensification, buildings that are two to twenty storeys, up to thirty-five storeys with bonusing; noting that we do not expect that London Life is a building that would redevelop but there is a parking lot adjacent to it that we think could take a significant amount of development, and because of its relationship to the downtown, we think this is a place where there could be greatest intensification; indicating that toward the west policy area, the area south of Angel Street and the block that is occupied by St. Peters, there is also opportunity here because of its relationship to Richmond Street and the proximity to the EA, but also in a sensitive way integrate with the Basilica Cathedral, there is a way to preserve some of the individual connection of that connectivity that was shown earlier, but still allow for some intensification on the property; indicating that, from a land use perspective, the plans seek to permit a range of mixed use around the park with street oriented retail and service at grade, the place that it would be more encouraged, where street oriented retail and service at grade would be required along Richmond Street to continue to foster that main street character, that is something that would be very important; *(Councillor A. Hopkins interrupting to enquire how much longer is required for the presentation.);* Mr. E. Turcotte indicating there is one slide left; stating that to recognize the importance of Victoria Park it is important that new development ensure compatibility with the park activities, that would include the new development that would apply to all development would be required to create a wind study, make sure there is a shadow study that is being put in place as well; stating that a noise study would as well be required, especially looking at the impact of the park to the unit, we want to ensure that the residents that are within these new residential development actually have their construction and design mitigate impact to the park as well as ensuring there are indoor and outdoor amenity spaces included within the development to also mitigate that intensification as there will be a lot of new residents coming here; noting that there needs to be a balance of new residents and users of the park as well as having private amenities within the development to help balance the use of the park. (See attached presentation).

- *(Councillor P. Squire enquiring how this built form that is being shown in the slides, how is it related to what those properties are currently being used for and whether there is any possibility they will ever be developed; he could not help but notice that there was an allowance for twenty-five storeys where there is a Baptist Church that has been there for a long, long time, much longer than he has been in London, how do you make that connection between we can build twenty-five storeys there and what he would think is a remote possibility that anyone is ever going to build twenty-five storeys there.);* Ms. M. Knieriem, Planner II, responding that there is a lot of development interest around the Park, in the particular case of the Baptist Church, they are not proposing the removal of the Baptist Church, the towers are just south of it as a matter of clarity; indicating that what they look at is how they see the Park developing over the next twenty, thirty years, it is a long term vision so yes, they consider where there is development interest but they also have to consider the more broad, long-term development of the Park rather than just sort of where are we at today; *(Councillor P. Squire asking for a copy of the staff presentation as it is really helpful and they do not get them regularly, if someone is presenting he would really like to have their presentation if that is possible, he thinks that is sort of technical.);* Mr. J.M. Fleming, Managing Director, Planning and City Planner, responding that between Development Services and Planning, they can work with the City Clerk to figure out how to do that; *(Councillor A. Hopkins asking a technical question relating to the shadowing; she just wants to try to understand the shadowing, does it relate to the upper heights or does it relate to the bonusing; knowing that the bonusing is still in question at the moment but just trying to understand how the shadowing appears.);* Ms. M. Knieriem, Planner II,



responding that the shadowing that was shown was all calculated using the height with the maximum bonus; for example, on the south side it would be the thirty-five storey so it is whatever the upper limit is in the bonus that is shown on the shadow study; (*Councillor A. Hopkins indicating that is what upper heights means then, with the bonusing, not what is allowed; thank you for that clarification*).

- Mary Francis O'Hagan, 460 Wellington Street – indicating that her work history was in public health, health promotion, community development and research for the Ministry of Health, addressing this report as it raises questions, it is titled “The Two Voices of Woodfield: A Case Study in Public Participation”; referencing the photograph on page seven, the photograph that is shown has been distorted making the building look derelict; noting that her husband drew the yellow lines shown in her presentation to show the degree of distortion in this picture; indicating that this building is located at 560 Wellington Street; advising that the immediate reaction to looking at this photograph is to say this ugly building should be demolished; showing a photograph of the building that is in excellent condition, classic architecture of the era, built in fact in 1967, it is five storey in keeping with the buildings on Victoria Park; stating that then they go on to show precedents; indicating four parks are shown from aerial views; since most of us do not have wings showing the parks at ground level; showing Rittenhouse Square in Philadelphia; noting that this park resembles a concrete fishbowl; it must be stifling in the summer; showing an image of Dorchester Square at night with lights from the high rises and retail stores with their neon lights Victoria Park will look like this; believing this will have a negative impact on Victoria Park’s tranquility such as the Christmas lights; showing an image of 22 Picton Street, fine, where it is located one block from Victoria Park, not imposing on the Park; advising that they go on to say that the “existing zoning of land adjacent to the proposed development, only six metres away, can be built to thirty storeys in height”; noting that the land they are referring to is the parking lot at 556 Wellington Street between Centennial Hall and Wolfe Street; outlining that they then go on to say “for the benefit of neighbourhood coherence, most buildings in the sequence should present a consistent alignment unless there is a good reason for a break”; providing a very simple solution, change 556 Wellington Street from thirty storeys to five storeys, this in fact, will preserve the neighbourhood coherence which is now five storeys around the Park; stating that two surveys were done by Blackridge, their client; believing this is the fox guarding the chicken coop; to prevent real, or the appearance of bias, any survey research should have been conducted by a neutral third party not from London; indicating that in this situation the researchers tend to cherry pick a few citizens and locations and engineer the results to prove their hypothesis, in research it is called a positive hypothesis and these data are useless; pointing out this is bad research, bad methodology; reading part of the summary “it will bring over a million dollars in annual property tax revenues, yet save billions in infrastructure...”, the same revenues and savings are available if the high rises are in the vicinity like 22 Picton Street; believing the retail stores are for the convenience of the residents and the profits of the developers, there are numerous retail outlets in the immediate vicinity, it is about ROI; profits are good; (*Councillor A. Hopkins indicating that she is coming up to five minutes*.); showing an image of Merrion Square in Dublin, the park was shown by Urban Strategies, its perimeter is surrounded by four storey two hundred year old Georgian townhouses, no retail stores, no neon signs; stating that in the 1950’s wreckers appeared to demolish the townhouse for high rises and Dubliners, forming a human arm-in-arm chain greeted the wreckers and the rest is history; asking that Londoners and the City Council have the will and fortitude of those committed Dubliners to preserve Victoria Park’s tranquility and open vistas into perpetuity. (See attached presentation.)

- Jennifer Granger, President, Architectural Conservancy of Ontario, London Branch – advising that the Architectural Conservancy of Ontario has been following this with a great deal of interest of course; indicating that they have looked over the draft plan and they see some excellent things going on here, it is wonderful to see the support for re-establishing connections to the Park with both Kent Street and Princess Avenue possibly in the future; stating that it is good to see the recommendation to extend the green space in the Park's public realm beyond the current Park perimeters, it is good to see the requirement for wind and noise studies that they see in Section 4.8 and it is very exciting to see specific mention and promotion of mid-rise buildings of about four to eight storeys; looking at the examples of Ridden House Square and various other places that they just saw shows why high rises enclosing parks are a concern and why a mid and low-rise buffer zone around Victoria Park would be vital to conserving its open vistas; pointing out a few little things that they have looked at that are puzzling them, for example, in Section 4.4 it said any future development applications in the Victoria Park Secondary Plan boundary for a property that is located in the Downtown Heritage Conservation District or the West Woodfield Heritage Conservation District will still be required to receive Heritage Alteration Permits prior to development; indicating that that almost makes it sound as if it is going to be easy to make some substantial changes to the heritage buildings that are close to the Park; expressing concern in 4.6, talking about bonusing but it is actually very vague; enquiring about bonusing, why do they have to have bonusing, what does the City get back, does it get enough back when it allows for bonusing; wondering why not, if an area is zoned for a certain number of storeys, why not just leave it at that; indicating that there does not seem to be very much so far that talks about preserving and protecting vistas, open sky views, if you are going to be standing in the Park in the future, are you still going to have a view of some blue sky; advising that they would like to see a little bit more about that, there are by-laws that have been enacted in Ontario that protect important views and vistas including that of Queens Park in Toronto as an example; reminding the Planning and Environment Committee is that with the information that they have received from the City at the moment, there is 46.6 acres, that is 19% of the Downtown core that is surface parking space, either private or City owned and it is basically just sitting there undeveloped which is contrary to most progressive City building tenants; advising what they need to do is protect the urban historical and natural jewels that make Downtown living so attractive while at the same time trying to build up those under used and wasted sites so if we were to have future development on the Downtown parking lots, then we would not need to tear down so many heritage buildings and we would not need to have so much development around Victoria Park itself; suggesting that we should have parking lots that are near the Park, if they are going to be developed, then they should be appropriate heights, low or mid-rise, so as not to overshadow the Park and if we are going to have high-rises, they should have them farther away and preferably on those unused parking lots.
- Hazel Elmslie, 63 Arcadia Crescent – see attached presentation.
- Derek Rice, 296 Queens Avenue – commenting on the comments that have been said mostly about the property on Wolfe Street, since it seems like it is the constant topic; indicating that one of the comments that was made was about a biased survey that was done for it and that got him thinking; after the last public meeting for this, The London Free Press put out a survey about high density, low density and ironically enough, over fifty percent said they were for high density and he feels that that is probably as unbiased as you are going to get; finding that interesting; advising that with the plan that has come out it seems to go for the low density which he thinks is not really forward thinking, the population of London is going up and it is going up fast, we need to be planning for the future, not for right now; understanding that heritage is important and it is important to a lot of people and he respects that but buildings like the Wolfe Street one, he does not think a big brick building does not scream heritage to him; encouraging

anyone to go on street view; if you look on street view, on Google Maps, looking down Wolfe Street you cannot really see that building, you do not see the top of it so if you put a thirty storey building there you are not going to see the top of it either, it is not going to look much different, it is just not going to be made of brick so from that point of view it is not a big worry; seeing somebody down there doing the street view thing, that is good; in terms of things like that it is clearly a development that they want to develop, a lot of the high density that they have proposed is in areas where something is already built or there is nothing being planned there; in the case of the Wolfe Street there is clearly a want to develop it and that two to eight storeys, he believes, is the current proposed; stating that it does not make sense to knock down a five or six storey building to build an eight storey building, it is not going to get done and therefore there is no high density, there is no population gain if nothing is being built and urban sprawl is going to keep happening, it is something to consider; it seems the plan put forward in some ways is thought out but it seems a bit nearsighted to him; the population of London is going up, it is going up quickly, if you have looked to buy a house you will see it is not easy to buy in London so things of high density he thinks they need to be pushed forward a lot more than they are; understanding a lot of people probably do not agree with him from that aspect but again he thinks the City needs to be planning for the future not to hold onto the now.

- Kate Rapson, Chair, Woodfield Community Association – thanking the Planning and Environment Committee for taking the time to listen to the public input; knowing there is a lot of people here waiting to speak; stating that this is London's park, there are a lot of cities around the world that have similar sized urban parks, the most well-known and appealing of these parks have been protected with restrictions to develop around the perimeter; stating that while London needs to grow up and not out, currently there is over two million square feet of surface parking lots in the Downtown core; believing they should be the focus of exciting development opportunities and incentives while protecting the valuable shared green spaces in the heart of our city which make an attractive space for everyone to live, work and play; there are a number of projects underway or proposed in the core already, indicating that currently there are about five hundred fifty under construction and there are applications at various stages or in the approval process for almost twenty-eight hundred units; stating that the Woodfield Community Association has a number of requests and questions based on the concerns raised at a recent public annual general meeting back in April as well as other feedback she has heard from neighbours; noting that this was e-mailed to the members of the Planning and Environment Committee as well; wondering if we can do more to preserve and enhance the green spaces or the edges as the plan refers to such as the boulevards, front yards and setbacks, a new building should have setbacks with green space and trees and there should not be any exceptions to that; an Environmental Impact Study of new developments of this scale, as far as she knows, has not been done; asking the Committee to please direct City staff to conduct one as there is little data of what the impact would be of new development of this scale on the parks ecology in the draft plan yet they feel that it is important given the City, as far as she understands, has declared an environmental crisis so what does it mean now if we are going to intensify it to this level, how does it impact our urban spaces which are critical as the city intensifies; advising that recently it was revealed to her, someone pointed this out, that there is actually a Victoria Park Restoration Master Plan which has been brought to her attention which dates back to 1999, has a lot of interesting parallels between the discussion today that they are having about Victoria Park and back then; it suggests that even then the City recognized environmental risks of over use of this open space; noting that this plan should have been referred to in the draft Secondary Plan; based on this Master Plan, the Secondary Draft should answer what is the carrying capacity of the Park today; believing this would help them understand how the Park is being used and the impact of uses that will change considerably with high density

intensification so even then in 1999, the report stated that the Park had exceeded its carrying capacity so it will be interesting to see what it is today and how it relates to what it did then; wondering if the plan can examine specific policies to limit the height of the new towers to twenty storeys in the south policy area where the plan currently supports up to thirty-five storeys with bonusing; advising that the west end of the south area, while it is not in the West Woodfield Heritage District, but the development would impact the Park which is in the Heritage District and protected under several policies; wondering if the plan can examine ways to limit the height to the east policy area to fewer than eighteen storeys, currently the draft supports building up to twenty-five storeys; if the principles were there to protect view corridors, why does the plan show two twenty-five storey towers along Clarence Street; the west policy area is of particular concern, this area abuts Woodfield where there are predominantly two to three storey buildings along Wolfe Street and Waterloo Street, there is very little buffer between the high rise towers and these homes; enquiring about the City Hall precinct area, her understanding is that City Hall was to be the center piece of that where there plan that was presented tonight shows a different twenty-five storey tower which would over shadow City Hall so it is a good question to have, what is the vision for the Square and City Hall in relation to the Park, do we want to overshadow City Hall with other buildings or do we want to make it the showcase or the front porch of London; (*Councillor A. Hopkins reminding her that she is coming up to five minutes.*); wondering what more can this plan do to ensure the views and public access are protected if the draft were approved as it is, the south side of the Park would have thirty storeys, the west side would have twenty-five storeys and so on, the result would be there are towers on all four sides of the Park; while the draft does a good job at summarizing the issues and concerns, there seems to leave many critical pieces such as wind shadowing and traffic impacts; that part of the application process on new applications is left to site plan approval stage so it feels like a lot of critical pieces are left to site plan rather than the planning part; as the City sets its goal to increase intensification by forty-five percent, how close is London to that in the core, why is there so much pressure to build around the Park when the Downtown is still underdeveloped.

- Stephen Stapleton, Vice-President, Auburn Developments – understanding that there are going to be subsequent processes to speak with staff and they welcome that; advising that they do have some issues with the draft as presented; although they have had, and he saw it in the first stage, a major role in the genesis of this project, they did not want to turn it into a referendum on their application; thinking the discussion would be helpful for all of them to understand the sensitivities that Mr. J.M. Fleming, Managing Director, Planning and City Planner, spoke about and how it relates to height; indicating that people understand that and they can appreciate that argument, how you allocated the height, how you came about, what are the sensitivities, what is driving its location; thinking we would be better off, all of them, understanding where this is going; coloured plans without basic background reports, the analysis attached in an Appendix would have been helpful for this so they would look for that information as part of the discussion as they move forward so they can appreciate where they are going with this and the Committee and the members of the community could also understand and he can understand as well; thinking there is still a lot of work to do here; knowing their reward for being part of the genesis of this was getting the lowest height on their property so they will be looking to try to maximize that somewhat in the future months and they welcome the dialogue.
- Christine Dirks, - see attached presentation.
- Tom Okansky, 310 Wolfe Street – advising that he is a resident, owner and investor in other properties in the area, particularly old Victorian properties; applauding Council endorsing the principles and comment that overall the draft plan conforms to those principles; we, the representatives of the Friends of

Victoria Park group, understand that you seek to find compromises in what the consultants have acknowledged at the very outset was an unfortunate set of existing zoning parameters which restricts the creativity of what could otherwise be accomplished around the Park; advising that they have several detailed points to the draft plan which they will express in a document to be presented to the Committee but he would like to highlight three of those that they deem most crucial; first, Victoria Park's ambiance is largely defined by the comfortable mix of low rise residential, institutional and commercial that exists today; the public and planning opinion reported in the staff summary recorded in the principles and expressed in the plan seeks to preserve and enhance that environment; indicating that the draft plan includes a case study of urban parks which notes in their study places where a park was situated in a historical built form context or should they say in a Heritage Conservation District new development complemented the historic architecture in form, scale and use of materials and further notes that in most cases these built form edges were between four and ten storeys in height; the properties around Victoria Park are governed by not just the West Woodfield Heritage Conservation District but also the Downtown Heritage Conservation District and a specific heritage designation for Victoria Park; the Consultants' report highlights several parks around the world that are similar in size and are profoundly successful that will also be in a predominant building height of four and five storeys, this is the same height that the Heritage Conservation Plan endorses; advising that this is the height that the Friends of Victoria Park implore you to consider; stating that the Park is a jewel, it is not just a Park, it is an extension of civic space in our town square; asking to please keep any new development, especially the development along Clarence Street, which is not currently zoned for high rise development to six storeys and maintain the strong building height created by the London Life building on the south, St. Peter's Basilica and the Baptist Church on the west and the historic buildings that wrap the north and south and east portions; secondly, they advocate the removal entirely of bonus zoning of all buildings surrounding the Park, the criteria that allow for bonusing complicates and compromises the principles the Committee is endorsing in the Secondary Plan; for example, one is the provision of affordable housing, the requirement for a twenty percent discount from average rents that will certainly exceed \$1,800 a month around the Park would hardly constitute affordable; another bonusing provision is given for public parking, they have been told many times by those same developers wanting to build high rises that you cannot economically, feasibly build more than two storeys of parking underground in this area; to create more parking will require aboveground parking, levels which then create dead spaces along the building and there are ample opportunities to provide such bonusing in other areas of the city where the height of the building is not nearly as contentious; Section 4.3 of the Summary deals with the public realm, the principles to preserve and enhance the landscaped edges indicates that the improvements to the streetscape will expand the green landscaping of the Park into the surrounding area; bravo, in the City owned area that includes Centennial Hall and Centennial House apartments in Reg Cooper Square the suggested development plans for the elimination of that green space and landscaping on a thirty storey building with a large podium is allowed; proposing that the City examine its own commitment to the principles of this plan because that is City-owned land; encouraging the City to take a leadership role in this planning process with the properties it owns that front a significant portion of that Parks perimeter; wondering, would it not be perhaps more in keeping with the principles to down zone the property, a very intense idea, down zoning, but the City could do that, down zone those properties height and make this Square an extension of the Park in a way that, unfortunately, has not been achieved to date; think about what a true civic square could look like that includes an intentional connection with Victoria Park by creating a section of flex street in front of Reg Cooper Square, this would especially enhance the connection to the Park in those times in which Wellington Street is closed due to

events at the Park; indicating that those are his key points and in summary, asking that we not be deterred from what has been an otherwise constructive exercise by staff, citizens and Councillors to engage Londoners in determining the future direction of Victoria Park.

- Sandra Miller, 32 Upper Avenue – thinking it has been a Jurassic Park kind of day; believing we have all seen the film and you might recall a really popular quote from that film; paraphrasing, we are so preoccupied with how we can that we do not stop to think if we should; keeping that in mind; expressing appreciation to the city staff and the consultants for their continuing work on this important once in a generation plan that will guide and determine the long-term value of Victoria Park; indicating that we, Londoners, all of us, are the stewards of this historical and ecological urban jewel; indicating that Victoria Park is a beloved, shared community gathering space that was first established in 1874, this is not some random real estate to be exploited and leveraged from maximum market sales and municipal tax income; hoping to see a cohesive and grand vision for the Victoria Park precinct; random high rise infill based only on zoning and developer proposals fall short of the vision expected of a Secondary Plan and it is unsettling to see so many important details left to individual site plan review; expressing surprise and disappointment to see little, if any discussion, of the ecological value of the Park in this Secondary Plan compared to other comparable plans such as the London Psychiatric Hospital's Secondary Plan; wondering if staff and the consultants reviewed the 1999 Victoria Park Restoration Master Plan and/or the 1995 Victoria Park Inventory and the condition report; if so, how are the findings of those reports included in this draft Secondary Plan and, if not, will that happen; hopefully before the final Plan is submitted for voting and review; advising that even nicer would be to see an update of the Park Restoration Master Plan; noting there are a lot of statistics in there about usage and the current state it was in twenty years ago, it was already over pressured and over used; ultimately, this artificial demand to develop the perimeter around Victoria Park is being driven by the lack of availability of the more than two million square feet of shovel ready surface parking lots laying fallow in our Downtown core; wondering why we should encourage and allow development of a cluster of high rises surrounding Victoria Park when a full twenty percent of our Downtown core is still surface parking lots and a large chunk of it is also low rise buildings that could easily be built up, built over, demolished, they are not all heritage buildings; enquiring what is Council doing to help unlock and leverage those desirable development sites prioritized in The London Plan and what are you doing to protect valuable ecological and historical sites such as Victoria Park and our riverfront that make the Downtown living so appealing to people of all ages including newcomers who are moving to London; indicating that there are so many creative ways for us as a City to grow inward and upward, to increase access to real affordable housing, to continue to revitalize our core and conserve our valuable environmental and heritage resources; hyper intensification of this urban oasis while so many core parking lots continue to languish is irresponsible and abdicates our collective civic leadership; looking forward to participating with other Londoners in the continued fine tuning of this important Secondary Plan for the benefit of generations of Londoners to come.
- Greg Priamo, Zelinka Priamo Ltd., on behalf of Great West Life – advising that they received the document on Thursday and they are doing a careful review of it and they plan to take advantage of the future public participation processes that are planned for this project; indicating that it is evident from the comments tonight that there are a lot of issues that need to be addressed; expressing agreement with planning staff that it is important and from some of the comments from the public to get this right and finding the right balance to ensure that everybody's interests are being attended to and they look forward to participating in that process; stating that the report now presents some challenges given their plans for their clients property but that does not mean that they do not feel like they

cannot find positive solutions to those differences and they look forward to an engagement with staff and other stakeholders in the process to try to find those; thinking it is important for the Committee to understand that they are involved and they will continue to be involved and are thankful for the opportunity; indicating they will make detailed submissions to staff and if necessary to the Committee when the matter comes back before them in the Fall.

- Gary Brown, 35A – 59 Ridout Street South – indicating that this is not his neighbourhood but he is one of the multitudes in London that gets lost when it comes to elections and rate assessments; noting that they pay more than anyone else, he is a renter so places like Victoria Park, the Coves, the Green, they are his front and backyard; stating that he chooses to live in an urban environment and these are the green spaces that he uses; remembering a similar argument taking place not that long ago about the Coves when they wanted to build two tall towers on Toyotatown; remembering this Planning department and this Council opposing this and taking it to the Ontario Municipal Board; advising that he is not so sure what is different here, they are having the opposite, they are proposing tall buildings around the Park; wondering if the historical vista here is not of equal value; noting that he spends more time in Victoria Park, everybody does; looking at the pictures of Merrion Square in Dublin, one of the principles in their country is the preservation of historical vistas and they really take it seriously; wondering why we do not think about it; asking a couple of questions; wondering what bus rapid transit corridor they are referring to because he does not know of any plan on the books whatsoever and it has been voted down; advising that he would really like that question answered because if they were having a discussion about intensification around a bus rapid transit corridor, his comments would be entirely different; predicating this discussion on that, it was mentioned earlier by the consultant, he would like to know what the Committee is referring to at this point; assuming we are talking all residential studies and would he be correct in assuming that the ratepayer is on the hook for development charges; indicating that as we build taller, is that not more money that has to come from the ratepayer to pay these development charges; realizing we say we wave them but that is technically illegal and they have to be paid by somebody; wondering if it is not in the developers best interest in general to build taller buildings and get even larger of a subsidy from taxpayers; reiterating that he would like his questions answered as the Committee is looking at very tall buildings here; expressing agreement with some of the comments earlier that he thinks that every building around this place right now is four to five storeys in height and it feels comfortable to walk there; realizing we are trying to build taller buildings that do not intimidate pedestrians but so far there is not a tall building that he walks by in this city that he is comfortable walking by as a pedestrian; reiterating that it is something that we are trying but we have failed so far so do we not need to demonstrate that ability before they even consider building tall buildings around our cities most coveted and loved green space.
- Janet Hunten, 253 Huron Street – commenting on the citation of The London Free Press poll; thinking that most of us know how easy it is to influence an online poll; stating that the words street wall came into one of the principles which seems a bit alarming; noting it is the word wall that is alarming; suggesting that the streetscape across from the Park on every side should be low, mostly where we see it now and that it should be porous, with a variation in the heights as you go along and the allowable height should increase gradually as you move farther away from the Park.





# Draft Victoria Park Secondary Plan

April 29, 2019



## History

- 2015** Application submitted for 560-562 Wellington Street
- May 2017** Planning Staff recommend refusal of 560-562 Wellington Street application. Council refers the application back to Staff to work with the applicant to revise the proposal.
- May 2018** Planning Staff report back to Council with update on discussions on 560-562 Wellington Street. Staff are directed to consider a comprehensive plan for the properties surrounding Victoria Park.
- June 2018** Consultant retained to assist with the development of a Secondary Plan.
- October 2018** Community Information Meeting #1 for the Victoria Park Secondary Plan
- January 2019** Community Information Meeting #2 for the Victoria Park Secondary Plan
- May 7, 2019** Municipal Council endorses the Draft Principles

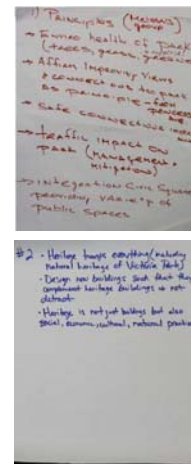
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## Existing Policy Framework



## Engagement



- Over 180 interested parties
- 2 Community Information Meetings
- Stakeholder meetings
- Get Involved Website
- Summer Festivals

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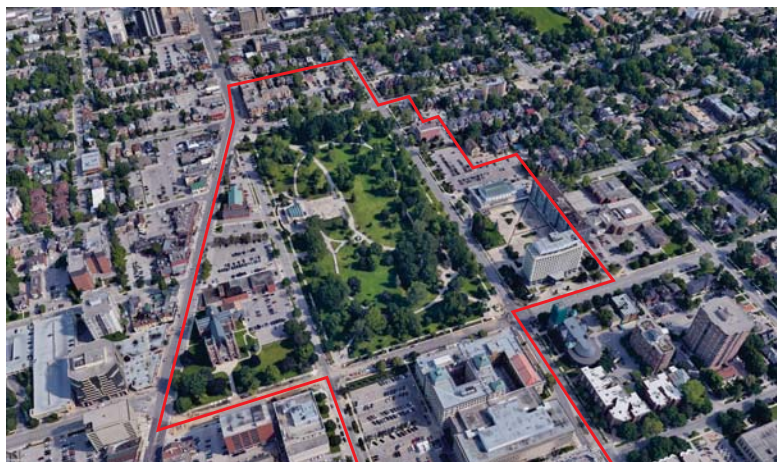
## Study Area



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## Study Area







## Policy Areas



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## Secondary Plan Principles

- Principle 1** Preserve and strengthen visual connections to Victoria Park and create new view corridors where possible
- Principle 2** Improve and create new connections to Victoria Park
- Principle 3** Enhance the landscaped edges around Victoria Park
- Principle 4** Respect and conserve cultural heritage resources within and surrounding Victoria Park
- Principle 5** Frame Victoria Park with an appropriately-scaled streetwall that creates a comfortable pedestrian environment

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## Secondary Plan Principles

- Principle 6** Identify opportunities for compatible and sensitive intensification
- Principle 7** Protect the residential amenity of the Woodfield Neighbourhood by mitigating impacts of new development
- Principle 8** Support and animate Victoria Park with active uses on the ground floor
- Principle 9** Design buildings to celebrate the prominence of Victoria Park as a City-wide gem
- Principle 10** Continue to enhance the amenity of Victoria Park as a neighbourhood green space as well as a destination for all Londoners and space for festivals and events

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## Policies

### Secondary Plan Principles



### Policies

- View Corridors
- Connections
- Public Realm
- Cultural Heritage
- Built Form
- Land Use
- Compatibility with Park Activities



## View Corridors



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## Connections



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# Public Realm



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# Cultural Heritage



# Built Form



# Built Form



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# Built Form – North Policy Area



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# Built Form – East Policy Area



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## Built Form – South Policy Area



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## Built Form – West Policy Area



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## Land Use



## Compatibility with Park Activities



## Next Steps

- Public consultation with community and stakeholders on Draft Secondary Plan
- Staff will consider input received when preparing revisions to the Draft Secondary Plan
- Modifications will also be made based on Bill 108
- Revised Victoria Park Secondary Plan and implementing Official Plan Amendment to be considered by PEC and Municipal Council in Q4, 2019

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## Recommendation

That, on the recommendation of the Managing Director, Planning and City Planner:

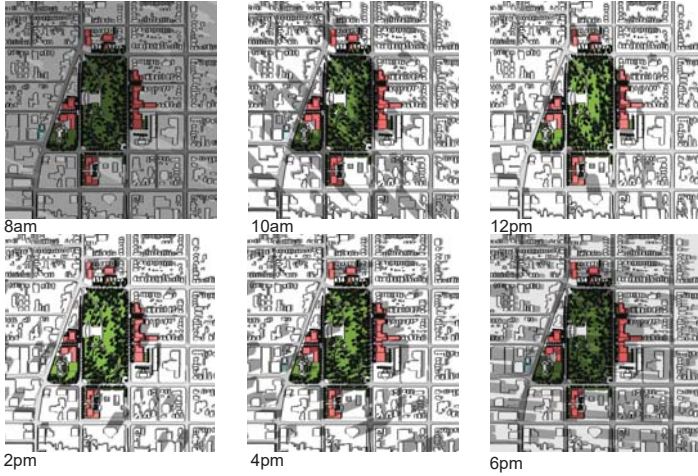
- The Draft Victoria Park Secondary Plan, as attached in Appendix "A" **BE RECEIVED** for information purposes;
- The Draft Victoria Park Secondary Plan **BE CIRCULATED** for further public engagement with the community and stakeholders;

**IT BEING NOTED** that the feedback received through this consultation process, the outcome of supporting and informing studies, and the implementation of any changes to the *Planning Act* arising from the *More Homes, More Choices Act, 2019* (Bill 108) will feed into a revised Victoria Park Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration and approval of Municipal Council at a future Public Participation Meeting of the Planning and Environment Committee in the fourth quarter of 2019.

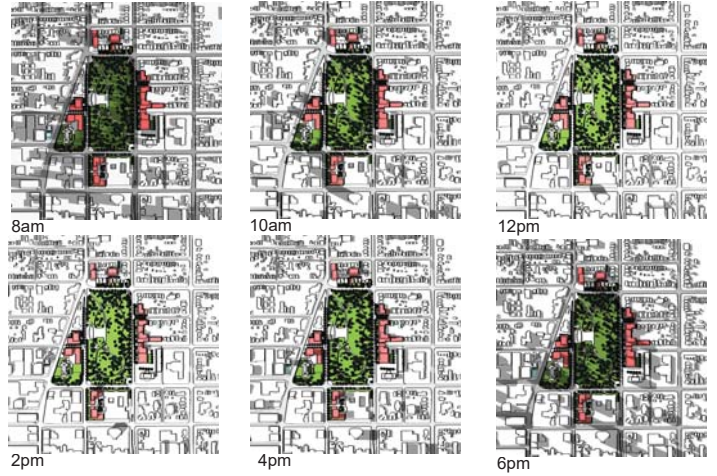
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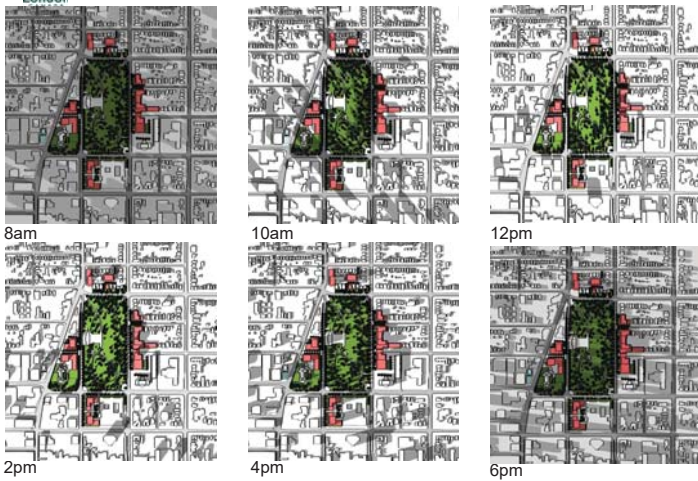
# Shadow Studies – March 21



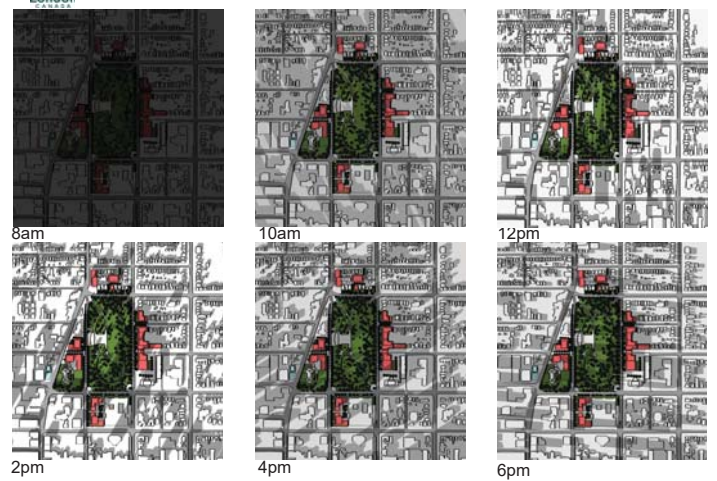
# Shadow Studies – June 21



# Shadow Studies – September 21



# Shadow Studies – December 21





- Auburn Developments Report, prepared by Blackridge Strategy for the 29 April PEC meeting

- Auburn Developments Report, prepared by Blackridge Strategy for the 29 April PEC meeting
- *“The Two Voices of Woodfield: A Case Study in Public Participation”*

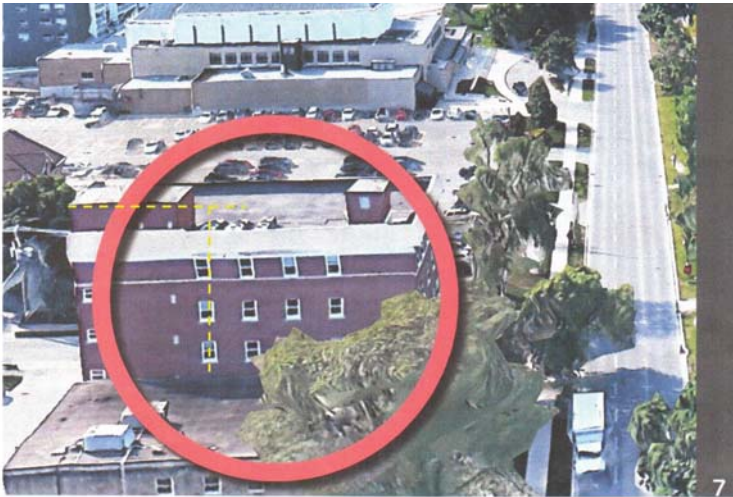


photo has been distorted, making the building look derelict

### 560 Wellington Street



### Precedents

- 4 parks are shown from aerial views

### Rittenhouse Square, Philadelphia



## Central Park, Winnipeg



## Central Memorial Park, Calgary



## Dorchester Square, Montréal



**An oasis of tranquility?**

## 22 Picton Street, London



- *“Existing zoning of land adjacent to the proposed development, only 6 metres away, can be built to 30 storeys in height”*



- *“Existing zoning of land adjacent to the proposed development, only 6 metres away, can be built to 30 storeys in height”*
- *“For the benefit of neighbourhood coherence, most buildings in the sequence should present a consistent alignment unless there is good reason for a break”*

- *“Existing zoning of land adjacent to the proposed development, only 6 metres away, can be built to 30 storeys in height”*
- *“For the benefit of neighbourhood coherence, most buildings in the sequence should present a consistent alignment unless there is good reason for a break”*
- **Change 556 Wellington St from 30 to 5 storeys**

## Two Surveys

- Conducted by Blackridge

## Two Surveys

- Conducted by Blackridge
- Data are useless, bad research, bad methodology

## Summary

*“It will bring over a million dollars in annual property tax revenues, yet save billions in infrastructure .....*”

## Merrion Square, Dublin



“Never doubt that a small group of thoughtful, committed, citizens can change the world. Indeed, it is the only thing that ever has.”

Margaret Mead

Goalcast



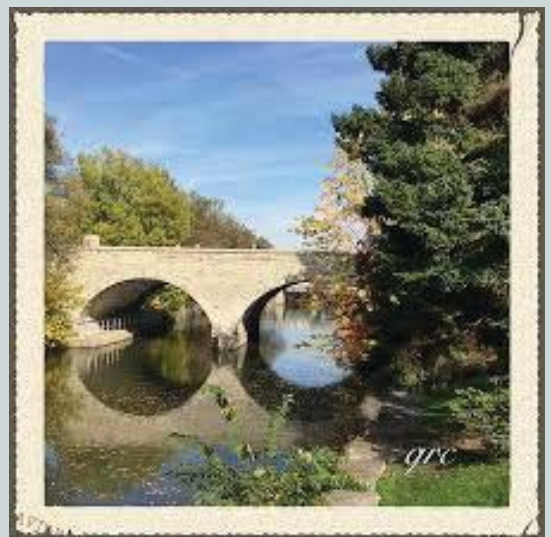
## St. Stephen's Green, Dublin







Upper Queens Park, Stratford





## Auburn Surveys

- Done by their client, Blackridge Strategies
- Meaningless to extrapolate to the entire population of London – 0.05%





"Have to get this right"

I am happy that this plan has been developed but I am also disappointed on many levels.

I will nit pick a few items:

1. In the planners analysis there was discussion of the impacts <sup>of the</sup> appeals to the London Plan - but we have no idea what properties within this draft plan are affected, other than 560 & 562 Wellington. We have no idea how these appeals, if successful will impact this proposal.

2. under point 4.5 Built Form, North Policy Area, planners analysis, allows that as the block is in the rapid transit corridor, higher heights are allowed. But I understood that much of the Rapid Transit Policy is under review, so it does not make sense to me. The map on page 26 of the Draft Plan shows this in blue. These properties that could be developed to a higher density are Victoria homes abutting West Woodfield HCD. So we are making a proposal that is in direct conflict with the London Plan, and the W Wood HCD, as well as this Draft: I quote page 3 of the draft "cultural heritage resources within the Victoria Park Secondary Plan are FOUNDATIONAL to the character of the area". This includes listed properties. I believe that the streetscape of Central Ave. is one of the best features of Victoria Park. Tampering with it is a mistake.

3. under point 2.2 of the Draft Plan, North Policy Area, it does not acknowledge that this block is bounded on 3 sides by HCD and, to my count from City Maps viewed today at the planning office, and not the version available to the public on City Maps, all but one of the properties are listed. The plan uses "many". But in fact ~~it~~ is almost all, so the actual statistic should be used.

4. The City already has an application in hand, in the East Policy Area, for the GWL parking lot at Wellington & Wolfe - there is not a discussion of how this will fit into the Draft Plan. If it is approved by council before the Draft Plan is approved then the whole east policy area is moot. *Does this proposal meet the requirements of this Draft proposal, ESPECIALLY, in relation to stepping?*

5. There appears to be strong wording for wind studies and shadowing. If the maximum heights were reached do you really think the flora of the park will thrive with only less than 6 hours of direct sunlight between Sep 21 and Mar 21? Also how will you enforce mitigation of wind? I have studied in depth the Wind Study for the ~~21~~<sup>25</sup> storey development at 560/562 Wellington that was done in 2014. Wind levels were unacceptable then. Winds have gotten worse in the last 6 years. You may be able to mitigate for pedestrians at ground level, but trees are higher than ground level and they have no where to hide. You can recess doorways to protect pedestrians, but there are no doorways for the trees. It is better to put in place planning now for acceptable levels of light and wind, rather than be seen to approve the maximum and try to back track later.

6. I would like to see everything above 6 stories lowered, with a maximum of the height of City Hall.

Hazel Elmstie

63 ARCADIA CR

VICTORIA PARK

Before E + W W

elevation of greenspace + landscaping?  
architecture

**From:** Christine Dirks

**Sent:** Friday, June 14, 2019 3:16 PM

**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>; Saunders, Cathy <[csaunder@london.ca](mailto:csaunder@london.ca)>; Kayabaga, Arielle <[akayabaga@london.ca](mailto:akayabaga@london.ca)>; Fleming, John M. <[JmFlemin@london.ca](mailto:JmFlemin@london.ca)>

**Cc:** Hopkins, Anna <[ahopkins@london.ca](mailto:ahopkins@london.ca)>; Cassidy, Maureen <[mcassidy@london.ca](mailto:mcassidy@london.ca)>; Turner, Stephen <[sturner@london.ca](mailto:sturner@london.ca)>; Helmer, Jesse <[jhelmer@london.ca](mailto:jhelmer@london.ca)>; Squire, Phil <[psquire@london.ca](mailto:psquire@london.ca)>

**Subject:** [EXTERNAL] PEC meeting - Monday, June 17

Christine Dirks  
200 Devonshire Avenue  
London N6C 2J2

Having attended the public meeting in January at Central High regarding the Draft Victoria Park Secondary Plan I was surprised and disheartened at the lack of context the city representatives provided in their introduction to this important and iconic public space.

Much was said of the city's plans but little as to why changes to the area surrounding Victoria Park demand a particular and special level of attention.

What makes Victoria Park special is the quality of the environment it offers. And that is not simply the environment within the park, it is every bit as much the environment surrounding the park. The city, and its hired consultants, said little of this. They were selling a plan.

But decisions that will be made by the city about this entire place will have long-term implications for what this place looks like, how it works, how it feels and how it impacts not only the immediate surroundings but how the city markets itself. For the area surrounding Victoria Park and the Park exist as one of the best places the city has to offer.

Nothing in what the city said at that public meeting suggested this other than the idea that high rise apartment buildings and high rise condos are the way to go. Really? Victoria Park is small, a mere 18 or so acres. This is no Central Park. The shadows that would be cast on the park and its surroundings would be burdensome as would the congestion, noise and pollution from the traffic generated by these developments.

The city is poised to make decisions based on short-term economic pressures. What a shame that is. The city is the custodian of a vision for this place that goes back well more than a 125 years. The city must be the alert and cautious custodian of this place. It has no right to jump start a plan based on the political milieu of the moment.

And what of excellence in urban design? I heard nothing of such a commitment by the city. Any change to the urban fabric surrounding Victoria Park should be put through a series of rigorous public design reviews. Bring architects and urban planners from other cities to give their opinions. By bringing in such professionals the city will get honest opinions from informed professionals who have nothing to be gained and have no fear of retribution.

City politicians and city staff are temporary custodians of something that will be here for a long time. It is their responsibility to protect what came before and to take great care and caution when making changes that will affect a place that is as important, loved and iconic as is Victoria Park and its surroundings.

# Community and Protective Services Committee

## Report

7th Meeting of the Community and Protective Services Committee  
June 17, 2019

PRESENT: Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Pelozza, S. Hillier  
ABSENT: Mayor E. Holder  
ALSO PRESENT: Councillor M. van Holst; G. Barrett, D. Baxter, J. Bunn, D. Calderwood-Smith, S. Datars Bere, K. Dickins, L. Hamer, A. Macpherson, J.P. McGonigle, K. Oldham, S. Oldham, L. Quinlan, M. Ribera, C. Smith, S. Stafford, B. Westlake-Power, R. Wilcox

### 1. Disclosures of Pecuniary Interest

Councillor M. Salih discloses pecuniary interests in Items 4.1 and 4.2 of this Report, having to do with the Impact of Social Assistance Changes on the Community and the City of London Budget and the Impact of Cuts to Legal Aid on the Community and the City of London Budget, respectively, by indicating that he works for the federal government.

### 2. Consent

Moved by: E. Pelozza  
Seconded by: S. Hillier

That Items 2.4, 2.6, 2.7 and 2.8 BE APPROVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.4 Community Homelessness Prevention Initiative - Amended By-law

Moved by: E. Pelozza  
Seconded by: S. Hillier

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated June 17, 2019, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to amend By-law No. A.-6955-156 being "A By-law with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives" by deleting reference to the position "Managing Director, Neighbourhood, Children & Fire Services" and by replacing it with the position "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in Service Area responsibility for Homelessness Initiatives. (2019-S14/P01)

**Motion Passed**

#### 2.6 Award of Consultancy Services for Comprehensive Risk Assessment and Fire Master Plan

Moved by: E. Pelozza  
Seconded by: S. Hillier

That, on the recommendation of the Fire Chief, London Fire Department and the Managing Director of Neighbourhood, Children and Fire Services, the following actions be taken with respect to the Award of Consultancy Services for Comprehensive Risk Assessment and Fire Master Plan:

- a) the overview of the London Fire Department's proposed Comprehensive Community Risk Assessment and Fire Master Plan project BE RECEIVED;
- b) the submission by Emergency Management & Training Inc., 65 Cedar Pointe Drive, Suite 144, Barrie, Ontario, L4N 9R3, to provide consulting services for Comprehensive Risk Assessment and Fire Master Plan for \$150,374.00, (excluding HST), BE ACCEPTED in accordance with Section 12 of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report, as appended to the staff report dated June 17, 2019; and,
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project. (2019-P03)

**Motion Passed**

## 2.7 Administrative Monetary Penalty By-law

Moved by: E. Pelosa  
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated June 17, 2019, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to amend by-law No. A.-54, being "A by-law to implement an Administrative Monetary Penalty System in London" to implement an Administrative Monetary Penalty System for parking and by-law infractions, by amending the effective date set out in section 12.1 of the by-law from May 1, 2019 to November 1, 2019. (2019-P01)

**Motion Passed**

## 2.8 5th Report of the Community Safety and Crime Prevention Advisory Committee

Moved by: E. Pelosa  
Seconded by: S. Hillier

That the following actions be taken with respect to the 5th Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on May 23, 2019:

- a) the Civic Administration BE ADVISED that the Community Safety and Crime Prevention Advisory Committee (CSCP) expressed its support for the potential implementation of automated speed enforcement in community safety zones and school zones; it being noted that the CSCP heard a verbal presentation from S. Maguire, Division Manager, Roadway Lighting & Traffic Control, with respect to this matter;
- b) Councillors P. van Meerbergen and M. van Holst; and G. Tucker, Communications Specialist, BE THANKED for their support of the

Community Safety and Crime Prevention Advisory Committee Community Safety Week that was held May 6 to 11, 2019; and,

c) clauses 1.1, 3.1 and 5.2, BE RECEIVED.

**Motion Passed**

2.1 Canada-Ontario Community Housing Initiative (CHOCI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Canada-Ontario Community Housing Initiative (CHOCI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement:

a) the proposed by-law, as appended to the staff report dated June 17, 2019 as Appendix A, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to:

i) approve the Ontario Transfer Payment Agreement, as appended to the above-noted by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing, and The Corporation of the City of London;

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

iii) approve the Canada-Ontario Community Housing Initiative (CHOCI) and Ontario Priority Housing Initiative (OPHI) Housing Provider Contribution Agreement, satisfactory to the City Solicitor, between The Corporation of the City of London and the Housing Provider;

iv) authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the above-noted Housing Provider Contribution Agreement; and,

v) authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Investment Plan and/or any other document and report in furtherance of the above-noted Agreement; and,

b) the revised attached proposed by-law, Appendix B, BE INTRODUCED at the Municipal Council meeting to be held on June 25, 2019, to delegate to the Housing Development Corporation, London the duties of the City as the Service Manager contained in Schedule "A" of the Ontario Transfer Payment Agreement for the Ontario Priorities Housing Initiatives between The Corporation of the City of London and the Ministry of Municipal Affairs and Housing, as it relates to the administrative and development activities for capital development within the "Rental Housing Component";

it being noted that the City, as Service Manager, will retain responsibilities for ongoing operational compliance following construction and initial rent-up of the housing projects. (2019-S11/F11)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder



**Motion Passed (5 to 0)**

2.2 Homeless Prevention and Housing Plan - 5 Year Review and Update Process

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Homeless Prevention and Housing Plan 5 Year Review and Update:

- a) the staff report, dated June 17, 2019, BE RECEIVED with respect to this matter;
- b) the above-noted staff report BE CIRCULATED to stakeholders, agencies, and community groups including, but not limited to: the London Housing Advisory Committee, London Middlesex Community Housing; London Homeless Coalition and Housing Development Corporation, London; and,
- c) the Civic Administration BE REQUESTED to report back at the next meeting of the Community and Protective Services Committee on the backlog of vacant unit repairs, with a financial cost and possible sources of funding to complete all repairs prior to the end of the calendar year;

it being noted that staff are currently consulting with the community with respect to the Homeless Prevention and Housing Plan update and the Civic Administration will return to Municipal Council with results of the engagement and a draft of the City's new Plan in fall of 2019. (2019-S14)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

2.3 Employment Ontario Transformation - Service System Manager Competition

Moved by: E. Pelozza

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated June 17, 2019 related to the Employment Ontario Service Transformation and Service System Manager Competition:

- a) the Managing Director, Housing, Social Services, and Dearness Home or their designates BE AUTHORIZED to take any steps that may be required for the City of London to participate in the selection process should the London Economic Region be selected as a prototype location as part of the Service System Manager for Employment Ontario competitive process; and,
- b) the Civic Administration BE DIRECTED to provide appropriate reports and updates to Municipal Council regarding the Ontario Works – Employment Ontario Transformation, as information becomes available. (2019-S17)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

2.5 London Strengthening Neighbourhoods Strategy - Neighbourhood Decision Making Program

That the Civic Administration BE DIRECTED to make the following changes to the Neighbourhood Decision Making (NDM) Program for 2019:

a) an idea cannot be submitted for the same address in back to back years; and,

b) a cap on funding to an individual project at \$30,000;

it being noted that a staff report dated June 17, 2019, from the Managing Director, Neighbourhood, Children and Fire Services, with respect to this matter, was received.

**Motion Passed**

Voting Record:

Moved by: M. Salih

Seconded by: S. Hillier

Motion to approve that London be split up into 10 geographic areas for the NDM program.

Yeas: (2): M. Salih, and S. Hillier

Nays: (3): M. Cassidy, S. Lewis, and E. Peloza

Absent: (1): E. Holder

**Motion Failed (2 to 3)**

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to approve that an idea cannot be submitted for the same address for NDM program funding in back to back years.

Yeas: (3): S. Lewis, M. Salih, and S. Hillier

Nays: (2): M. Cassidy, and E. Peloza

Absent: (1): E. Holder

**Motion Passed (3 to 2)**

Moved by: E. Peloza

Seconded by: S. Hillier

Motion to approve a cap on NDM funding to an individual project at \$30,000.

Yeas: (3): S. Lewis, E. Peloza, and S. Hillier

Nays: (2): M. Cassidy, and M. Salih

Absent: (1): E. Holder

**Motion Passed (3 to 2)**

**3. Scheduled Items**

3.1 M. Wills - Homelessness Crisis in London

Moved by: E. Pelozza  
Seconded by: S. Lewis

That the attached presentation and handout from M. Wills, Crouch Neighbourhood Resource Centre, with respect to the Homelessness Crisis in London, BE RECEIVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.2 London For All Update

That the following actions be taken with respect to the London for All Update:

a) Members of Municipal Council BE APPOINTED to participate in discussions with representatives from London For All and local First Nations leaders and Indigenous-led organizations to discuss the “Strengthen relationships and increase partnerships between municipal leaders, Indigenous peoples and community partners to create an Indigenous poverty strategy” set out in the “London For All - A Roadmap to End Poverty”; and,

b) the London for All update document and presentation, as appended to the agenda, submitted by R. Riddell, United Way Elgin Middlesex, as well as verbal delegations from R. Riddell, E. Todd, D. Peckham, M. Easton and K. Ziegner, London for All, BE RECEIVED. (2019-S12)

**Motion Passed**

Voting Record:

Moved by: M. Cassidy  
Seconded by: E. Pelozza

Motion to approve part a).

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis  
Seconded by: M. Salih

Motion to approve part b).

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 3.3 Parks and Recreation Master Plan Update

Moved by: M. Salih

Seconded by: S. Lewis

That, on the recommendation of the Managing Directors of Parks and Recreation and Neighbourhood, Children and Fire Services, the following actions be taken with respect to the Draft Parks and Recreation Master Plan:

- a) the above-noted Plan BE ADOPTED;
- b) the Civic Administration BE DIRECTED to proceed with implementation of the Plan; it being noted that any/all implementation will be subject to funding through the multi-year budget process; and,
- c) the Civic Administration BE DIRECTED to continue to consult with the Environmental and Ecological Planning Advisory Committee (EEPAC) and the Accessibility Advisory Committee (ACCAC) as the above-noted plan is implemented;

it being noted that the Civic Administration will undertake to provide a glossary of terms for use and inclusion in future iterations of the Master Plan;

it being further noted that verbal delegations from S. Levin, EEPAC and J. Madden, ACCAC, with respect to this matter, were received. (2019-R04)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelosa, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

## 4. Items for Direction

### 4.1 Impact of Social Assistance Changes on the Community and the City of London Budget

That the following actions be taken with respect to a request for delegation status from M. Laliberte, Neighbourhood Legal Services, related to the Impact of Social Assistance Changes on the Community and the City of London Budget:

- a) the delegation request from M. Laliberte, Neighbourhood Legal Services, BE APPROVED;
- b) the Mayor BE REQUESTED to advise the Premier of Ontario and the Minister of Children, Community and Social Services of the City of London's request that the Province review and rescind the decision to change the definition of disability in the Ontario Disability Support Program Act; and,
- c) the Mayor BE REQUESTED to advise the Federal Government, the Premier of Ontario and the Minister of Children, Community and Social Services of the City of London's request that the Province review the decision to eliminate the Transition Child Benefit;

it being noted that communications from M. Laliberte, Neighbourhood Legal Services and A. Oudshoorn, London Homeless Coalition, as well as the attached presentation from M. Laliberte, with respect to this matter, were received in addition to the above-noted delegation. (2019-S04/F11)

**Motion Passed**

Voting Record:

Moved by: M. Salih  
Seconded by: S. Hillier

Motion to approve the delegation request from M. Laliberte,  
Neighbourhood Legal Services.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis  
Seconded by: S. Hillier

Motion to approve part b).

Yeas: (4): M. Cassidy, S. Lewis, E. Pelozza, and S. Hillier

Recuse: (1): M. Salih

Absent: (1): E. Holder

**Motion Passed (4 to 0)**

Moved by: M. Cassidy  
Seconded by: E. Pelozza

Motion to approve part c).

Yeas: (4): M. Cassidy, S. Lewis, E. Pelozza, and S. Hillier

Recuse: (1): M. Salih

Absent: (1): E. Holder

**Motion Passed (4 to 0)**

#### 4.2 Impact of Cuts to Legal Aid on the Community and the City of London Budget

That the following actions be taken with respect to a request for delegation status from L. Burns and C. McMullan, Neighbourhood Legal Services, related to the Impact of Cuts to Legal Aid on the Community and the City of London Budget:

- a) the delegation request from L. Burns and C. McMullan, Neighbourhood Legal Services, BE APPROVED; and,
- b) the Mayor BE REQUESTED to advise the Premier of Ontario and the Attorney General of Ontario of the City of London's request that the Province:
  - i) promote access to justice by ensuring front-line services are not decreased; and,
  - ii) review the time-frame and targets for implementing reductions to Legal Aid;

it being noted that it would not be possible to maintain current services with additional reductions;

it being further noted that a communication and delegation from L. Burns and C. McMullan, Neighbourhood Legal Services, with respect to this matter, were received. (2019-F11)

**Motion Passed**

Voting Record:

Moved by: S. Hillier  
Seconded by: E. Pelozza

Motion to approve the delegation request from L. Burns and C. McMullan, Neighbourhood Legal Services.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: E. Pelozza  
Seconded by: M. Cassidy

Motion to approve part b).

Yeas: (4): M. Cassidy, S. Lewis, E. Pelozza, and S. Hillier

Recuse: (1): M. Salih

Absent: (1): E. Holder

**Motion Passed (4 to 0)**

4.3 Affordable Housing – People’s Forum on Housing

Moved by: S. Lewis  
Seconded by: E. Pelozza

That the communication from C. Stroud, People’s Forum on Housing (London, Ontario), with respect to affordable housing, BE RECEIVED;

it being noted that the above-noted submission, dated June 4, 2019 with respect to this matter, included a petition of support with 122 signatures.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

That the following actions be taken with respect to the Deferred Matters List for the Community and Protective Services Committee (CPSC), as at June 10, 2019:

- a) the Civic Administration BE DIRECTED to provide an update on Item 9 on the Deferred Matters List, having to do with a Towing Services Review, at the next meeting of the CPSC; and,
- b) the above-noted Deferred Matters List BE RECEIVED.

**Motion Passed**

Voting Record:

Moved by: E. Pelozza  
Seconded by: S. Lewis

Motion to approve part a).

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis  
Seconded by: S. Hillier

Motion to approve part b).

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**6. Confidential**

6.1 Solicitor-Client Privilege - Litigation/Potential Litigation

Moved by: S. Lewis  
Seconded by: E. Pelozza

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

6.1 Solicitor-Client Privilege - Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation or potential litigation, and directions and instructions to officers and employees or agents of the municipality with respect to the 449 Hill Street Demolition Project.

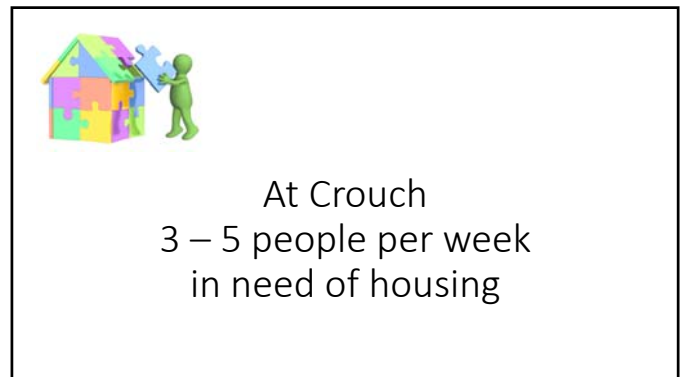
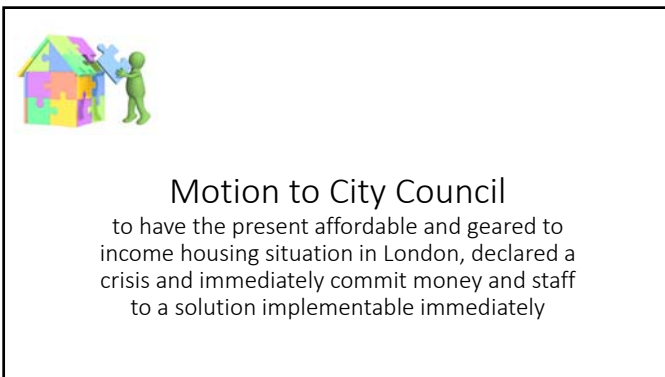
Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

**Motion Passed (5 to 0)**


The Community and Protective Services Committee convened In Closed Session from 3:24 PM to 3:37 PM.

**7. Adjournment**


The meeting adjourned at 3:37 PM.







OW Shelter Allowance: \$375  
ODSP Shelter Allowance: \$475



Rent Geared to Income  
As of April, 2019  
4,897 people on wait list  
142 – Special Priority  
943 – Urgent homeless  
190 – urgent medical  
201 – urgent social



Wait Times  
7 to 10 years!  
Special Priority: maybe within a year



**Shelters (unless)**

- You are a family (Rotholme – full)
- You are a woman experiencing violence (Anova – full)
- You have a pet (not allowed)
- You are trying to stay free of drugs
- You have a mental illness (worsened by noise, crowds, violence)
- Fear of someone else using the shelter system



- Almost half: physical health lead to loss of housing.
- Almost half: mental health affects housing stability
- Almost half: have been assaulted while homeless (higher for women)
- Almost half: homeless due to abuse or trauma



**What got us here?**

- No will to build: goal of 0 tax increase over and above functional city
- Close mental health hospitals
- Property value increase
- Low vacancy rate



New plan provides hope

**Political will** is required to support investment & support creative options



Required immediately (may include):

- \$ for motel stays
- Additional staff for quick turnaround of vacant units
- Allow people to share w/o cutting shelter allowance
- Short-term rental top ups in private sector
- Area of land with services



### Working Group

- Homelessness Prevention & Housing
- London Housing Corp.
- Planning Dept.
- Staff from: Anova, Mission (& Rotholme), Salvation Army (YOU), London Cares and Agencies with housing first support staff



### The Ask

- Immediate support for working group
- Immediate Action
- Resources (\$) to support recommendations
- Political Will to invest in solutions when the new plan is completed
- The Will to do Better!

Organizations and Individuals who are in support of the message to CAPS

Neighbourhood Legal Services London & Middlesex

South London Neighbourhood Resource Centre

LUSO Community Services

Glen Cairn Community Resource Centre

Melissa Reynen, Housing Stability Worker/HIFIS Specialist

The Rt. Rev. Linda Nicholls, Anglican Bishop of Huron

Diocesan Council of the Diocese of Huron

Vera van Diepen

Basic Income London

Abe Oudshoorn, RN, PhD, Assistant Professor, Arthur Labatt Family School of Nursing

Northwest London Resource Centre

Rev. Dr. John Thompson, St. John the Evangelist

London Community Foundation

Family Service Thames Valley

Sue Wilson, CSJ – Office for Systemic Justice, Sisters of St. Joseph in Canada

London Abused Women's Centre

Hamilton Road Community Association

Hamilton Road Basic Needs Committee

United Way Elgin Middlesex

London For All

Anova

Impact Church

Diocese of London

Kasey Kilpatrick (CAS London)

Hamilton Road Legal Centre and Jim Dean Law Professional Corporation



## Impact of Social Assistance Changes

Mike Laliberte

- ▶ The Ontario Government has announced changes to the definition of disability for the Ontario Disability Support Program
  - ▶ The test will move from “substantial” disability to “severe and prolonged”
  - ▶ Hundreds of individuals will no longer qualify for ODSP benefits and will remain on Ontario Works
  - ▶ This change will specifically impact those with mental health issues and episodic disabilities
- ▶ The Ontario Government has also eliminated the Transition Child Benefit
  - ▶ The Transition Child Benefit replaces Child Tax Benefits that certain families are not entitled to
  - ▶ On average, 400 children/200 families impacted in the London area
  - ▶ Those applying for immigration status (convention refugees), a process which can take months, will no longer receive this benefit
  - ▶ Those who are eligible for the Child Tax Benefits but who have a large change in financial status will no longer receive this benefit
- ▶ We ask that the Council of the City of London communicate these concerns to the Ontario Government and request they reverse these changes to social assistance



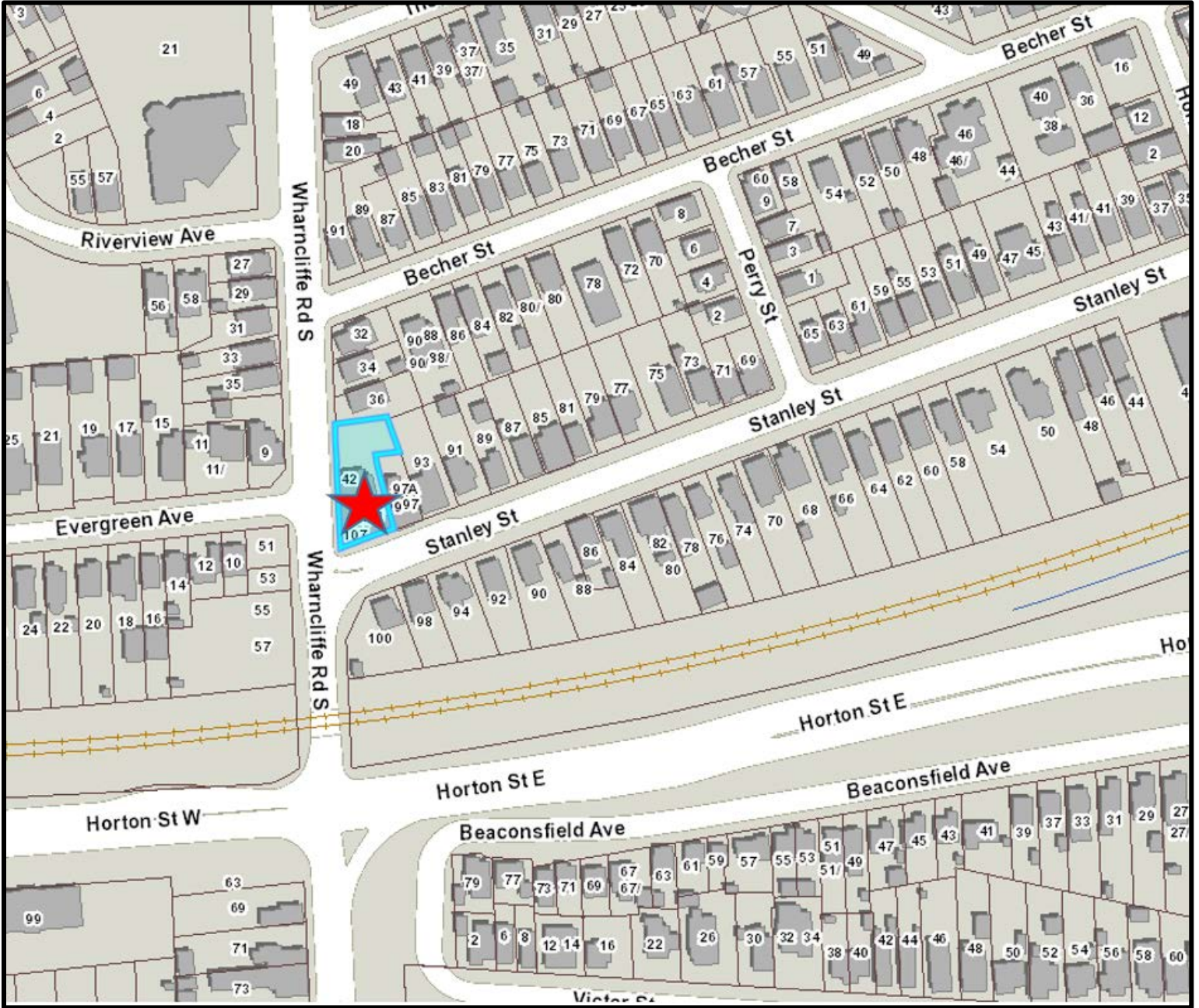
## Cuts to LAO and Community Impact

Lawrence Burns and Chelsea McMullan

- ▶ 2019 Provincial Budget introduced 35% cut to Legal Aid Ontario's funding
  - ▶ Figure will rise to 45% within 3 years
  - ▶ This cut represents over half of overall cuts to MAG, despite LAO being just 20% of the Ministry's budget
- ▶ Some clinics in Toronto and other specialty clinics are facing large, retroactive cuts
  - ▶ Advocacy for Tenants Ontario - 25%; Income Security Advocacy Centre - 25%
  - ▶ Parkdale Community Legal Services - \$1 million (out of \$2.3 million) over 2 years
- ▶ Front-line services at NLSLM will be impacted when future cuts are implemented
  - ▶ Londoners will be left without legal representation for eviction, disability hearings
  - ▶ More Londoners accessing municipal housing supports, Ontario Works
  - ▶ Every \$1 spent on legal aid saves \$6 elsewhere
- ▶ We ask that the Council of the City of London communicate these concerns to the Ontario Government and request they reduce or reverse the cuts to LAO



# Location Map



**APPENDIX "A"**  
**CONFIDENTIAL - Released in Public**

#19085

Chair and Members  
 Corporate Services Committee

June 18, 2019  
 (Property Acquisition)

**RE: Property Acquisition - 99.5 Stanley Street  
 (Subledger LD190005)  
 Capital Project TS1355-1 - Wharncliffe Rd Widening Becher St to Springbank Drive  
 Lukasz Skalski & Rachel Sansone**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Managing Director, Environmental and Engineering Services and City Engineer, the detailed source of financing for this purchase is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Revised Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Engineering	\$3,205,300	\$2,314,912		\$890,388
Land Acquisition	1,354,000	256,962	873,901	223,137
Construction	11,666,200			11,666,200
Relocate Utilities	102,000	9,922		92,078
City Related Expenses	100,000			100,000
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$16,427,500</u></b>	<b><u>\$2,581,796</u></b>	<b><u>\$873,901</u></b> 1)	<b><u>\$12,971,803</u></b>
 <b>SOURCE OF FINANCING</b>				
Capital Levy	\$77,800	\$77,800		\$0
Debenture By-law No. W.-5569-376	6,011,332	857,104	325,320	4,828,908
Drawdown from Industrial Oversizing R.F.	26,200	26,200		0
Drawdown from City Services - Roads Reserve Fund (Development Charges) 2)	10,312,168	1,620,692	548,581	8,142,895
<b>TOTAL FINANCING</b>	<b><u>\$16,427,500</u></b>	<b><u>\$2,581,796</u></b>	<b><u>\$873,901</u></b>	<b><u>\$12,971,803</u></b>

1) Financial Note:

Purchase Cost	\$756,000
Add: Land Transfer Tax	11,595
Add: Legal Fees	5,000
Add: Due Diligence (surveys, reports, etc)	88,000
Add: HST @13%	98,280
Less: HST Rebate	<u>(84,974)</u>
Total Purchase Cost	<u>\$873,901</u>

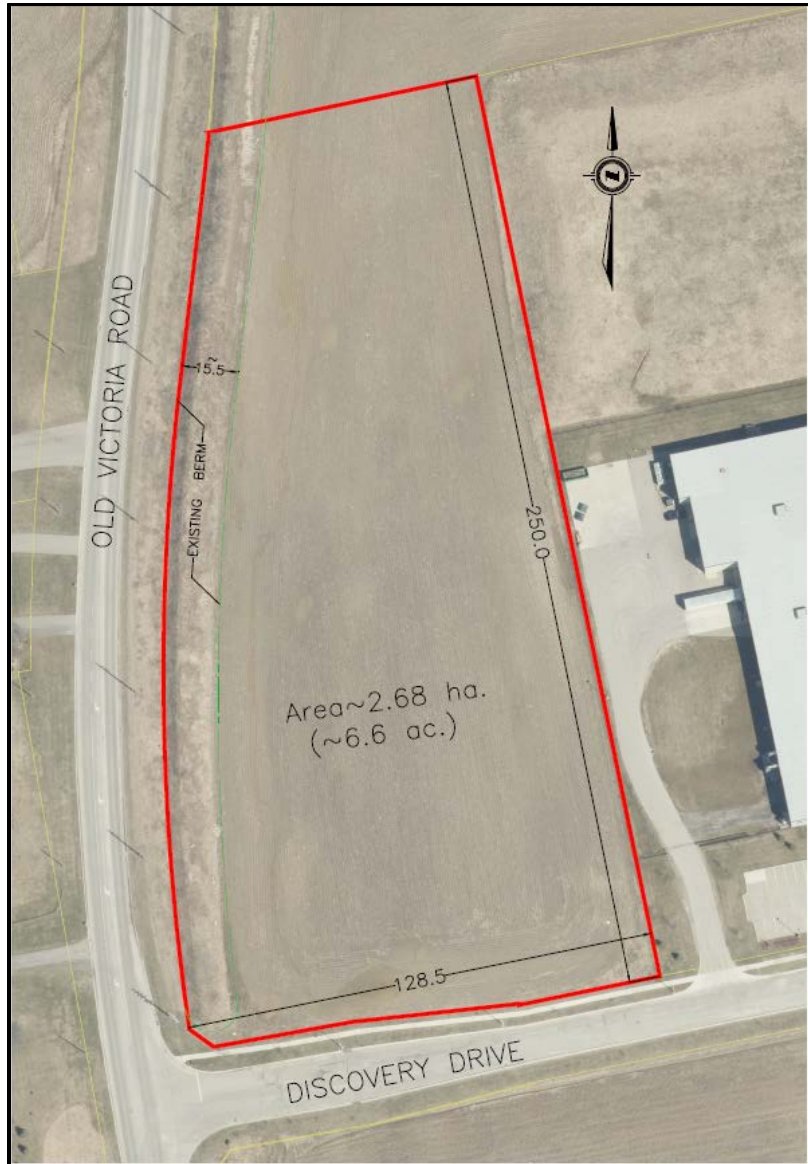
2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2014.

lp

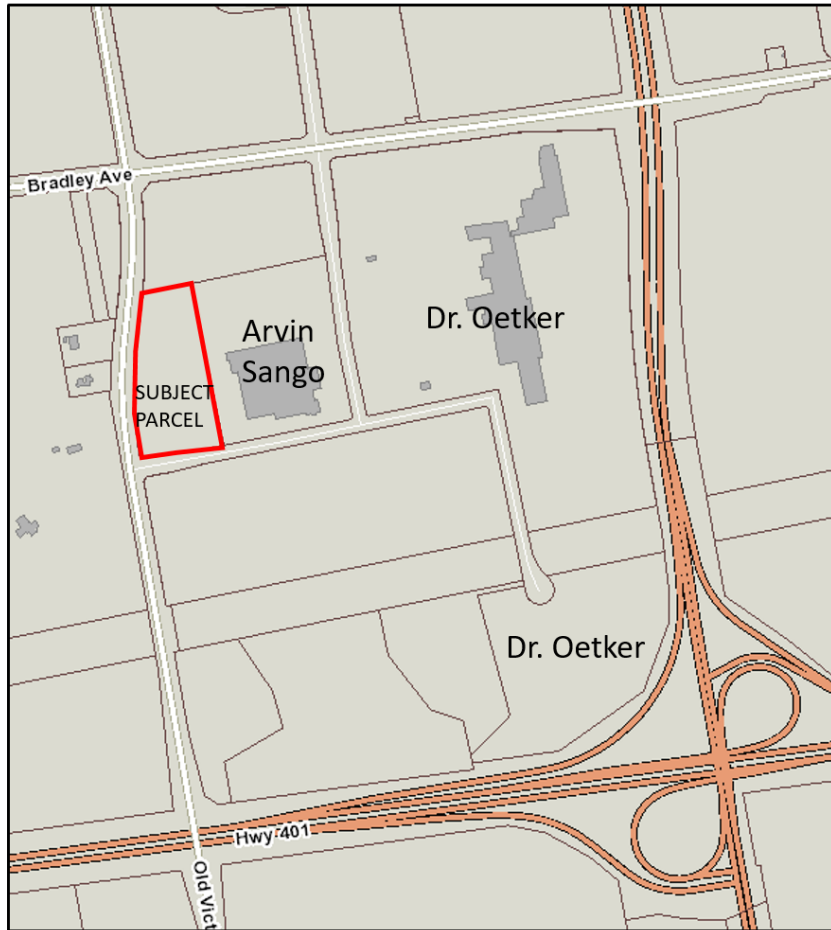
  
 Jason Davies  
 Manager of Financial Planning & Policy

**APPENDIX "A"**

**INNOVATION PARK PHASE III 6.61 ACRE SUBJECT LANDS**







**APPENDIX "B"**  
**Agreement of Purchase and Sale**

CLASS 1 SALE

THIS INDENTURE dated the \_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

CARDIFF PRODUCTS CORPORATION

Address: 21861 Valleyview Road, Thorndale, Ontario N0M 2P0

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase III, in the City of London, in the County of Middlesex, containing **6.61 acres**, more or less subject to survey, located on the north side of Discovery Drive, and being legally described as being Part of Block 1 on 33M-627 and being Part 2 on Plan 33R-18098 attached hereto as Schedule "C" to this Agreement, for the price of approximately

Four Hundred and Sixty Two Thousand Seven Dollars (\$462,700.00)  
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars (\$70,000.00)  
per acre, with normal municipal services available in the road allowance.

The Purchaser submits

Forty Six Thousand Two Hundred Seventy Dollars (\$46,270.00)  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the 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 objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the 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 objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
  7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
  8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
  9. 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.
  10. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
  11. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
  12. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.
  13. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
  14. Schedules A, B, C, D attached hereto form part of this Agreement.
-

**AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON**

**PAGE 3**

15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the June 28, 2019, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 31<sup>st</sup> day of May, 2019.

SIGNED, SEALED & DELIVERED

in the presence of

Witness: 

Witness: \_\_\_\_\_

) CARDIFF PRODUCTS CORPORATION  
) Purchaser

)   
) **Signature of Signing Officer**  
) Name: Stewart Cardiff  
) Title: President  
) I have authority to bind the Corporation

) \_\_\_\_\_  
) **Signature of Signing Officer**  
) Name: Jon McPhail  
) Title: Vice President/Secretary  
) I have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Property in Red"  
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"

**Realtor:** Mike Jakupi  
Broker of Record  
Jakupi Realty Inc., Brokerage  
200 - 782 Richmond St.  
London, ON N6A 3H5

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE  
PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND  
SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR  
APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase III, Part of Block 1.
Lot & Conc./Part No./Block, etc.; Acres:	Part 2 on plan 33R-18098, 6.61 acres
Name, Address, Postal Code of Purchaser:	Cardiff Products Corporation 21861 Valleyview Road, Thorndale, ON N0M 2P0
Local Company: Yes <b>No</b>	
Intended Use of Building - (Describe):	Food Manufacturing of Plant based food products / or juices
Major Industrial Classification of User:	Food Manufacturing and Packaging
List of Products Manufactured/Handled:	Plant based food products / or juices
Number of Employees Anticipated:	10-20 (Full Time)
Number of Square Feet of Building Proposed:	43,000 square feet
Number of Square Feet in Property Purchase:	290,545 square feet
Proposed Building Coverage as % of Lot Area:	15.0 percent (15.0%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details: Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Troy Pocaluyko Wildeboer Dellelce LLP Suite 800, Wildeboer Dellelce Place 365 Bay Street, Toronto, ON, M5H 2V1 416-361-5802
Telephone:	

Purchaser's Executive Completing this Form:  
Stewart Cardiff  
President  
Cardiff Products Corporation

(signature)   
I have authority to bind the Corporation

Purchaser's Executive Completing this Form:  
Jon McPhail  
Vice President/Secretary  
Cardiff Products Corporation

(signature)  
I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk



**SCHEDULE "B"**

**Excerpt from By-law No. A-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
3. In this policy,
  - (a) Commencement of construction means the date upon which a building permit is issued by the City;
  - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
  - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
  5. A class 1 sale shall be subject to the following conditions:
    - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
    - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
    - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
    - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
  6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
  7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.
-

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

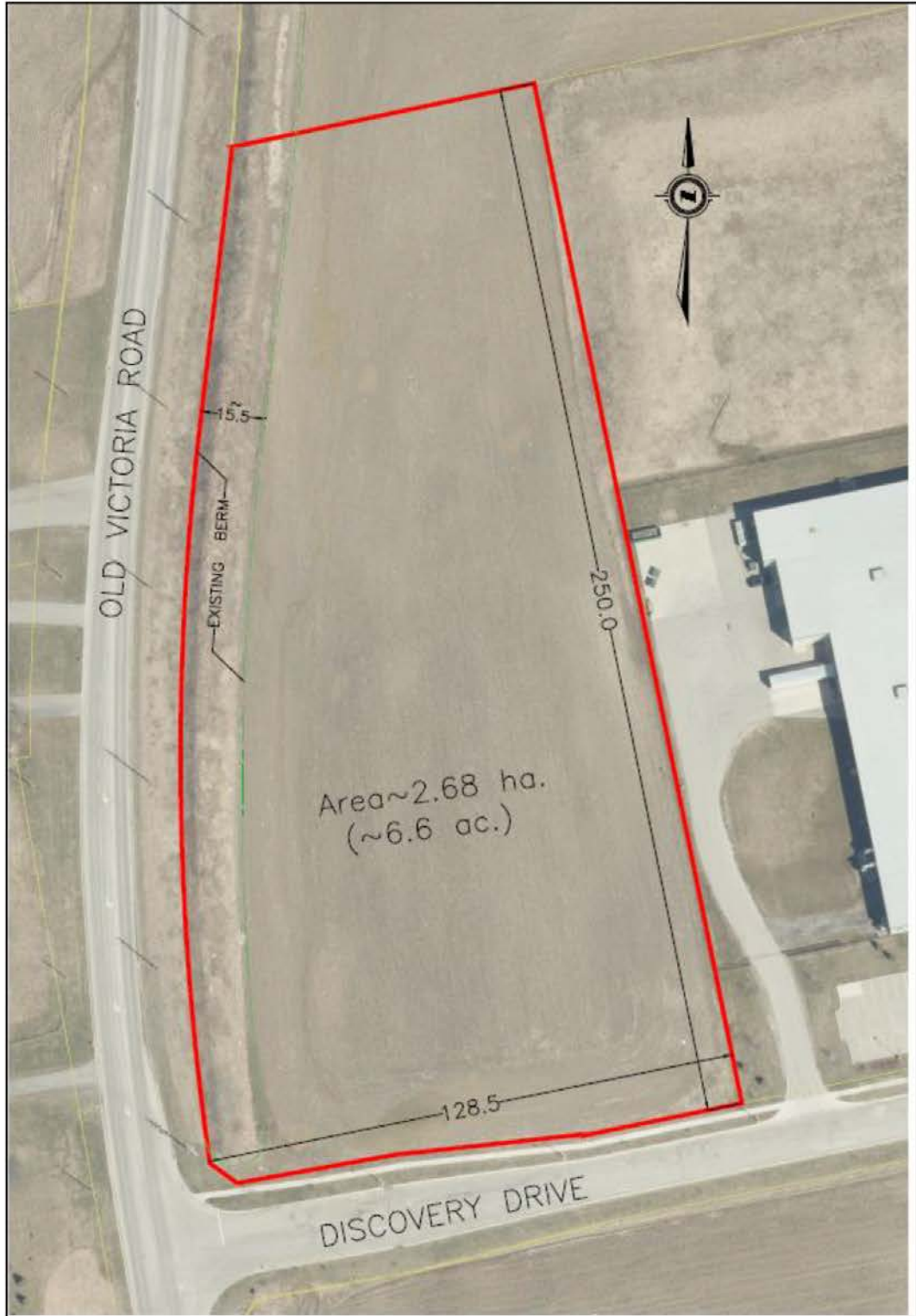
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

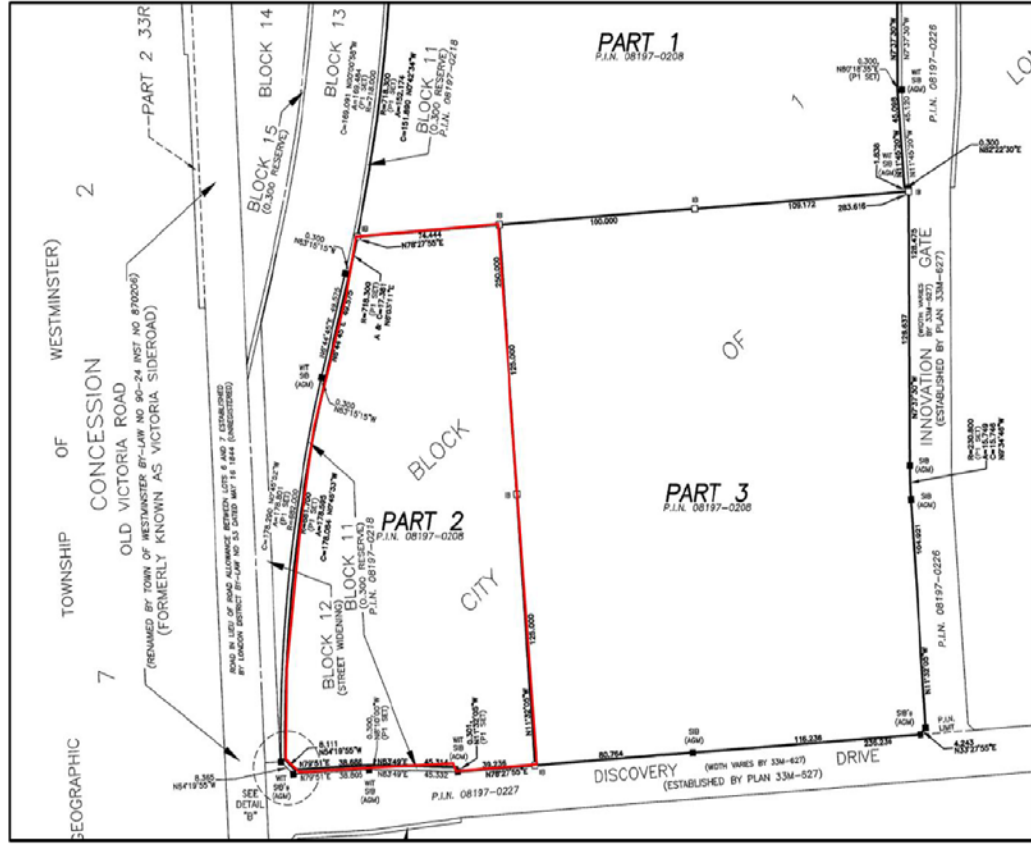
12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
  13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
  14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
  15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
  16. The transaction shall be completed within 120 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
  17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
  18. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
  19. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
  20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
  21. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.
-



**SCHEDULE "C"**  
**Subject Lands**



SCHEDULE "C" CON'T  
Subject Lands



Part 2 on Plan 33R-18098

**SCHEDULE "D"**

**Additional Terms and Conditions**

**HEADINGS**

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

**Paramouncy of Schedule "D"**

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

**Assignment of Agreement**

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

**Sewage Sampling Manholes**

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

**Municipal Services and Roadway Easements**

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

**Restrictive Covenant**

The Purchaser acknowledges that the Property is subject to a restrictive covenant which limits the types of uses that can be established on the Property, and further acknowledges that this restrictive covenant is for the benefit of Dr. Oetker. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonable necessary to permit the Vendor to satisfy this condition.

**Development Agreement**

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City.

**Purchaser Condition – Environmental**

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled

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this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer's expense, determining the financial feasibility of the Buyer's intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

Real Estate Commission

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A.-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

Attachment "C" of By-law No. A.-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
  - (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
  - (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.
-

# Audit Committee Report

3rd Meeting of the Audit Committee  
June 19, 2019

PRESENT: Deputy Mayor J. Helmer (Chair), M. van Holst, J. Morgan, S. Turner, L. Higgs  
ALSO PRESENT: M. Hayward, D. Baldwin (KPMG), A. L. Barbon, I. Collins, K. den Bok (KPMG), S. Oldham, M. Redden (KPMG), M. Ribera, A. Ruffudeen (Deloitte), M. Schulthess, S. Stafford, S. Swance, E. Van Daele (KPMG), A. Whitcomb (Deloitte).

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**

None.

**3. Scheduled Items**

None.

**4. Items for Direction**

**4.1 2018 Financial Audit**

That the following actions be taken with respect to the 2018 Financial Audit and Audit Findings Report 2018, as prepared by KPMG:

- a) the 2018 Financial Report of The Corporation of the City of London BE RECEIVED; and
- b) the Audit Findings Report for the year ending December 31, 2018 BE RECEIVED;

it being noted that the Audit Committee received the attached presentation from the Director, Financial Services and a presentation from KPMG with respect to these matters, including the attached revised Summary of Audit Misstatements Schedule;

it being further noted that attached revised amendments identified by the Director, Financial Services will be incorporated into the final 2018 Financial Report.

**Motion Passed**

**4.2 Progress Memorandum: Class Replacement Pre-Implementation Project Review**

That the communication dated June 7, 2019 from Deloitte, regarding the progress memorandum: class replacement pre-implementation project review BE RECEIVED.

**Motion Passed**

- 4.3 January - December 2019 Internal Audit Dashboard as at June 10, 2019  
That the communication from Deloitte, regarding the January - December 2019 internal audit dashboard as of June 10, 2019, BE RECEIVED.

**Motion Passed**

- 4.4 Audit Committee Observation Summary as at June 10, 2019  
That the Observation Summary from Deloitte, as of June 10, 2019, BE RECEIVED.

**Motion Passed**

- 4.5 Internal Audit Summary Update Memo  
That the memo dated June 7, 2019, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

**Motion Passed**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 1:22 PM.



# 2018 Consolidated Financial Report



Audit Committee  
June 19, 2019



## Composition of Financial Consolidated Report

- Highlights of Key Financial Policies
- Economic Overview
- 2018 Financial Results including trends
- Five Year Review and General Statistics
- Consolidated Financial Report

**Section 294.1** of the **Municipal Act, 2001** indicates that for each fiscal year, a municipality **shall** prepare annual financial statements in accordance with **generally accepted accounting principles**.



## Consolidated Financial Report



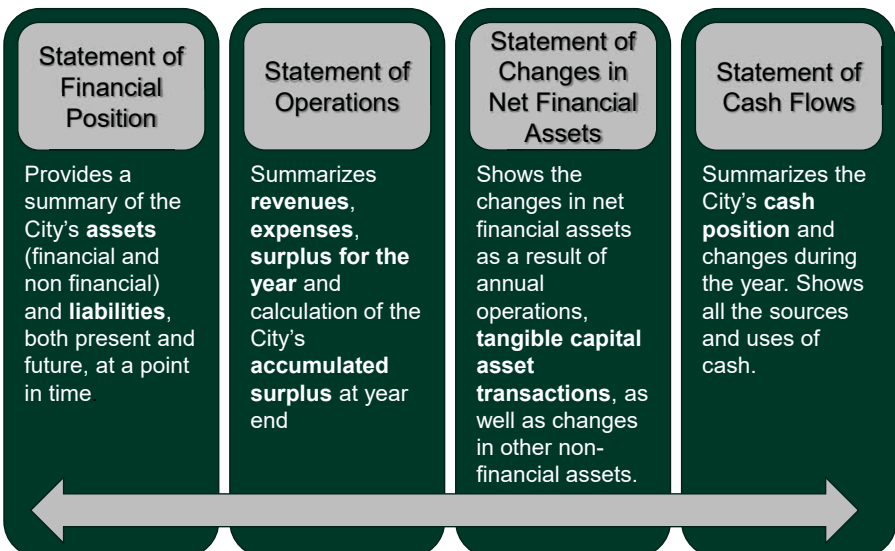
Reflects the assets, liabilities, revenues, and expenses of the Corporation, including:

- 14 fully consolidated boards and commissions
- 3 proportionately consolidated entities
- 3 government business enterprises

(Refer to Note 1 for breakdown)



## Consolidated Statements Comprise





## Statement of Financial Position

- The City has **improved** its **net financial assets** position to \$394 million
  - An **improvement** of **\$121.5 million** from 2017.
  - Strengthens our future liquidity to pay our liabilities and future expenses.
- Overall financial assets have increased **\$141.9 million**
  - Cash and cash equivalents** (Note 2) have **increased** \$89.5 million
  - Investments** (Note 4) have **increased** \$28.6 million
  - Investments in government business enterprises and partnerships** (Note 6) have **increased** \$8.4 million
- Overall financial liabilities have increased **\$20.4 million**
  - Deferred Revenue** (Note 7) has **increased** \$2.8 million – obligatory reserve funds
  - Employee benefits** (Note 12) payable **increased** by \$4.7 million
  - Accounts Payable** and **accrued liabilities** have **increased** approximately \$5.4 million
  - Increase in Long Term Debt** of \$2.9 million

NOTE: Based on further review and analysis, the audit identified that **\$7.3 million** of Urban Works Assets were **recognized** too soon. This would result in a correction required to our Financial Liabilities; the **Urban Works Payable**.  
**The City's Net Financial Assets Position would increase to \$401 million**



## Statement of Financial Position Continued

### Non Financial Assets:

- Tangible capital assets** (Note 14) are not liquid or readily available for sale
  - Places more emphasis on the net debt or net financial asset position of a municipality.
  - Net Book Value **increased** by **\$150.3 million**, due to the ongoing investment in the City's infrastructure.
  - Note: Land which is specifically held for resale is recorded as an inventoried item in our financial assets

### Accumulated surplus:

- The total of the City's financial assets, liabilities and non financial assets.
  - Increase** over 2017 by **\$272.4 million**.
  - Accumulated surplus **includes** the balances of the City's consolidated **reserves and reserve funds**.
  - Indicates a governments ability to provide future services.

NOTE: Based on further review and analysis, audit identified that **\$7.3 million** of Urban Works assets were **recognized** too soon. This would result in a correction required to **Tangible Capital Assets** which would be offset by a corresponding reduction to the **Urban Works Payable**.



## Net Book Value of Assets – December 31, 2018 (in millions)

Tangible Capital Assets (Note 14)	Historical Cost 2018	Accumulated Amortization 2018	Net Book Value 2018
Land	\$ 440	\$ -	\$ 440
Landfill and Land Improvements	158	81	77
Buildings and Building Improvements	1,078	482	596
Leasehold Improvements	8	2	6
Machinery, Equipment and Furniture	439	256	183
Vehicles	133	70	63
Water Infrastructure	785	255	530
Wastewater Infrastructure	1,454	466	988
Roads Infrastructure	1,370	499	871
Computers and Computers under lease	23	14	9
Assets under Construction	137	-	137
<b>Totals</b>	<b>\$ 6,025</b>	<b>\$ 2,125</b>	<b>\$ 3,900</b>



## Notable Assets Recognized in 2018

- Greenway Pollution Control Plant Expansion \$42 million
- Southwest Community Centre (Bostwick) \$34.3 million  
(land was recognized in prior years)
- Dundas Flex Street Phase 1 (Dundas Place) \$9.4 million
- Blackfriars Bridge Rehabilitation \$8.8 million
- Developer contributions \$73.3 million
  - 13.5 kilometres of roadways assumed (land, base, & surface)
  - 17.9 kilometres of sidewalk
  - 23 kilometres of water pipe
  - 10.3 kilometres of sanitary sewer pipes
  - 10.5 kilometres of storm sewer pipes

*Requirements set out in development agreements between the City and Developer*





## Statement of Operations - Expenses

- Overall, **expenses increased** by **\$66.5 million** in 2018
  - a **6.1% increase** over 2017
- The largest expenditure increases over the prior year were realized in:
  - Transportation Services** \$27.0 million; Roadways and Transit
  - Social and Family Services** \$20.3 million; Childcare
  - Environmental Services** \$4.7 million; Water and Wastewater
- Key items different than budget:**
  - Amortization** is recorded as an **expense** on the Statement of Operations
  - Debt principal** repayments are **not expensed**.
  - Contributions to **capital and reserve funds** are also **not expensed**.



## Statement of Operations - Revenues

- Overall, 2018 revenues increased \$172.6 million compared to 2017.
  - a **13.8% increase** over 2017
- There were increases both in **tax revenue and user charges** for a total **increase of \$33.6 million**.
- Government transfers** increased **\$49.7 million**
  - This is mainly due to additional funding for childcare, water/ wastewater, and transportation.
- Development charges recognized increased by **\$36.3 million**
- Developer Contributions of Tangible Capital Assets totaled \$73.3 million, an **increase of \$36.5 million** over 2017.



## City Budget vs. PSAB Accounting (000's)

Statement of Operations - Revenues	City Budget 2018 (Unconsolidated)	PSAB Accounting 2018 Actuals
Net Municipal Taxation	599,295	604,712
Grants, User Fees and Other Revenue	486,488	534,513
Transfers from Capital and Reserve Funds	7,757	-
Capital Funding Earned	-	57,051
Developer Contributions	-	73,284
Reserve Fund Deferred Revenue Earned	-	62,601
Government Business Enterprise Adjustments	-	8,405
Boards and Commissions Surplus	-	7,636
<b>Total Revenues</b>	<b>1,093,540</b>	<b>1,348,202</b>



## City Budget vs. PSAB Accounting (000's) continued

Statement of Operations - Expenses	City Budget 2018 (Unconsolidated)	PSAB Accounting 2018 Actuals
Operating Expenses	874,354	881,499
Debt Principal Repayments	41,210	-
Transfer to Reserve & Reserve Funds	96,515	-
Capital Expenditures (pay as you go financing)	81,461	-
Capital Expenses not capitalized	-	40,815
Amortization	-	144,101
Loss on Disposal of Capital Assets	-	2,478
Landfill, Contaminated Sites, and Employee future benefits Liability	-	6,917
<b>Total Expenses</b>	<b>1,093,540</b>	<b>1,075,810</b>
<b>Annual Surplus</b>	<b>0</b>	<b>272,392</b>



## Comparing the Budget Surplus to Financial Statement Surplus

2018 Operating Budget Surplus per the Year-End Budget Monitoring Report to Corporate Services Committee on April 16, 2019	\$ millions
Property Tax Supported Budget Surplus	6.0
Water Rate Supported Budget Surplus	0.0
Wastewater & Treatment Rate Supported Budget Surplus	3.2
<b>2018 Operating Budget Surplus</b>	<b>9.2</b>
Transfers to Reserve and Reserve Funds and reductions to authorized but unissued debt in accordance with the Council approved Surplus/Deficit Policy and Council Resolution	(9.2)
<b>Operating Fund Surplus per 2018 Approved Budget (Cash Format)</b>	<b>0.0</b>
<b>Financial Statement adjustments:</b>	
Plus: Transfers to (from) Capital and Reserves and Reserve Funds	218.8
Plus: Debt Principal Repayments	38.9
Plus: Capital program funding earned in year	57.2
Less: Capital expenses not capitalized (Non-TCA)	(40.8)
Less: Amortization of Tangible Capital Assets (TCA)	(144.1)
Plus: Developer contributions of assumed TCA	73.3
Less: Loss on disposal of TCA	(2.5)
Plus: Reserves and reserve fund net revenues earned in year	62.6
Plus: Government Business Enterprises adjustments	8.4
Less: Change in landfill liability, contaminated site liability and employee future benefit liability	(6.9)
Plus: Boards' and Commission's Surpluses	7.5
<b>2018 Consolidated Surplus per Financial Statements (PSAB Format)</b>	<b>272.4</b>



## Edits to Draft Financial Report

- Corrections to Consolidated Statement of Financial Position, Statement of Net Financial Assets, Statement of Cash Flows, and Note 14 Tangible Capital Assets
  - Adjustments to Urban Works Payable and Tangible Capital Assets; \$7.3 million
- Corrections to Commitments (Note 18) related to a typo for Fleet, along with allocations for sewer infrastructure; sanitary and storm.



## Public Sector Accounting Board (PSAB) Landscape

- Public Sector Accounting Standards (PSAS) **continue** to develop; improving **transparency, recognition and disclosure**.

Previous	Recent	Upcoming
Tangible Capital Assets	Related Party Disclosures	Asset Retirement Obligations
Government Transfers	Inter-entity Transactions	Restructuring Transactions
Tax Revenue		Financial Instruments
Liability for Contaminated Sites		Financial Statement Presentation
		Portfolio Investments



## Planning for PSAS (i.e. Asset Retirement Obligation)

- Preliminary Implementation Plan Considerations
  - Technical Accounting
    - Policies, business/ process, auditor review
  - Data and Systems Development
    - Gaps, systems design, system solution, testing, deployment
  - Process/ close and report
    - Reporting/ controls, implementation review
  - Readiness and training
    - Accounting team, business unit training
  - Program Management
    - Communication

\*Based on an illustrative roadmap provided by Deloitte LLP "Sustainability in corporate reporting"



## Internal Controls

- KPMG has identified areas where our internal controls can continue to be **strengthened**.
- Further work is required **to build** and **educate** on existing processes and awareness.
- Opportunities to leverage existing city initiatives to increase **education, communication,** and **coordination**.



## Where do we go from here?

- KPMG will present their **Audit Findings Report**

*Attachment II – Summary of Audit Misstatements Schedule*

The Corporation of the City of London  
December 31, 2018  
Summary of Corrected Audit Misstatements

<b>(000's)</b>	<b>Annual surplus effect</b>	<b>Financial position</b>		
<b>Description</b>	<b>(Decrease) Increase</b>	<b>Assets (Decrease) Increase</b>	<b>Liabilities (Decrease) Increase</b>	<b>Accumulated surplus (Decrease) Increase</b>
Adjustment to transfer grant funding received from revenue to deferred revenue.	(3,304)	-	3,304	(3,304)
Adjustment to remove balances from urban works payable and tangible capital assets.	-	(7,262)	(7,262)	-
<b>Total corrected misstatements</b>	<b>(3,304)</b>	<b>(7,262)</b>	<b>(3,958)</b>	<b>(3,304)</b>

**THE CORPORATION OF THE CITY OF LONDON**  
**Consolidated Statement of Financial Position**  
**As at December 31, 2018, with comparative information for 2017**

(all dollar amounts in thousands of dollars)

	2018	2017
<b>Financial assets</b>		
Cash and cash equivalents (Note 2)	\$ 490,040	\$ 400,503
Accounts receivable		
Taxes receivable (Note 3)	23,072	22,374
Other receivables	80,299	66,313
Land held for resale	33,899	32,928
Investments (Note 4)	565,851	537,238
Loan receivable (Note 5)	24,130	24,393
Investment in government business enterprises and partnerships (Note 6)	189,381	180,977
<b>Total financial assets</b>	<b>1,406,672</b>	<b>1,264,726</b>
<b>Financial liabilities</b>		
Accounts payable and accrued liabilities	170,387	165,010
Deferred revenue (Note 7)	319,839	317,043
Accrued interest on long-term debt	2,051	2,305
Long-term liabilities (Note 8)	7,700	10,100
Long-term debt (Note 9)	303,427	300,515
Capital lease obligations (Note 10)	1,082	1,835
Urban works payable (Note 11)	2,162	3,826
Employee benefits payable (Note 12)	159,545	154,874
Landfill closure and post-closure liability (Note 13)	39,190	36,692
<b>Total financial liabilities</b>	<b>1,005,383</b>	<b>992,200</b>
<b>Net financial assets</b>	<b>401,289</b>	<b>272,526</b>
<b>Non-financial assets</b>		
Tangible capital assets (Note 14)	3,892,797	3,749,717
Inventories of supplies	4,840	4,543
Prepaid expenses	17,821	17,569
<b>Total non-financial assets</b>	<b>3,915,458</b>	<b>3,771,829</b>
<b>Accumulated surplus (Note 15)</b>	<b>\$ 4,316,747</b>	<b>\$ 4,044,355</b>

Contingent liabilities, loan guarantees, commitments (Notes 16, 17, 18)

The accompanying notes are an integral part of these consolidated financial statements.

**THE CORPORATION OF THE CITY OF LONDON**  
**Consolidated Statement of Operations**  
**For the year ended December 31, 2018, with comparative information for 2017**

(all dollar amounts in thousands of dollars)

	<b>Budget</b>	<b>2018</b>	<b>2017</b>
<b>Revenues</b>			
Net municipal taxation	\$ 596,888	\$ <b>604,712</b>	\$ 581,481
User charges	277,770	<b>286,353</b>	275,948
Transfer payments			
Provincial	258,272	<b>269,676</b>	245,325
Federal	22,883	<b>56,016</b>	30,965
Other municipalities	5,542	<b>5,644</b>	5,317
Investment income	3,574	<b>18,628</b>	12,167
Penalties and interest	6,538	<b>7,984</b>	8,225
Development charges earned	20,475	<b>50,086</b>	13,747
Developer contributions of tangible capital assets (Note 14)	44,041	<b>73,284</b>	36,759
Other	29,150	<b>37,007</b>	27,411
Equity in earnings of government business enterprises and partnerships (Note 6)	5,362	<b>13,405</b>	12,883
<b>Total revenues</b>	<b>1,270,495</b>	<b>1,422,795</b>	1,250,228
<b>Expenses</b>			
General government	98,898	<b>97,739</b>	93,311
Protection to persons and property	204,978	<b>200,632</b>	199,450
Transportation services	190,161	<b>212,543</b>	185,306
Environmental services	171,960	<b>186,257</b>	181,562
Health services	25,687	<b>25,580</b>	25,037
Social and family services	264,029	<b>254,943</b>	234,535
Social housing	45,919	<b>54,161</b>	50,465
Recreation and cultural services	82,746	<b>85,456</b>	81,848
Planning and development	27,572	<b>33,092</b>	32,355
<b>Total expenses</b>	<b>1,111,950</b>	<b>1,150,403</b>	1,083,869
<b>Annual surplus</b>	158,545	<b>272,392</b>	166,359
<b>Accumulated surplus, beginning of year</b>	4,044,355	<b>4,044,355</b>	3,877,996
<b>Accumulated surplus, end of year</b>	\$ 4,202,900	\$ <b>4,316,747</b>	\$ 4,044,355

The accompanying notes are an integral part of these consolidated financial statements.

**THE CORPORATION OF THE CITY OF LONDON**  
**Consolidated Statement of Change in Net Financial Assets**  
**For the year ended December 31, 2018, with comparative information for 2017**

(all dollar amounts in thousands of dollars)

	Budget	2018	2017
<b>Annual surplus</b>	\$ 158,545	\$ 272,392	\$ 166,359
Acquisition of tangible capital assets	(259,685)	(250,019)	(276,037)
Developer contributions of tangible capital assets	(44,040)	(73,284)	(36,759)
Amortization of tangible capital assets	149,300	172,672	162,828
Proceeds from sale of tangible capital assets	-	7,581	15,458
Gain on disposal of tangible capital assets	-	(30)	(1,166)
	(154,425)	(143,080)	(135,676)
Change in inventories of supplies	-	(297)	(368)
Change in prepaid expenses	-	(252)	7,072
	-	(549)	6,704
<b>Change in net financial assets</b>	4,120	128,763	37,387
<b>Net financial assets, beginning of year</b>	272,526	272,526	235,139
<b>Net financial assets, end of year</b>	\$ 276,646	\$ 401,289	\$ 272,526

The accompanying notes are an integral part of these consolidated financial statements.

**THE CORPORATION OF THE CITY OF LONDON**  
**Consolidated Statement of Cash Flows**  
**For the year ended December 31, 2018, with comparative information for 2017**

(all dollar amounts in thousands of dollars)

	2018	2017
<b>Cash provided by (used in)</b>		
<b>Operating Activities</b>		
Annual surplus	\$ 272,392	\$ 166,359
<b>Items not involving cash</b>		
Amortization of tangible capital assets	172,672	162,828
Developer contributions of tangible capital assets	(73,284)	(36,759)
Gain on disposal of tangible capital assets	(30)	(1,166)
Change in employee benefits payable	4,671	5,699
Change in landfill closure and post-closure liability	2,498	2,255
Equity in earnings of government business enterprises and partnerships	(14,220)	(13,785)
Amortization of debenture discount	(101)	(13)
<b>Change in non-cash assets and liabilities</b>		
Taxes receivable	(698)	2,656
Other receivables	(13,986)	(11,960)
Land held for resale	(971)	(383)
Accounts payable and accrued liabilities	5,377	(9,990)
Deferred revenue	2,796	58,287
Accrued interest on long-term debt	(254)	373
Urban works payable	(1,664)	572
Inventories of supplies	(297)	(368)
Prepaid expenses	(252)	7,072
<b>Net change in cash from operating activities</b>	<b>354,649</b>	<b>331,677</b>
<b>Capital Activities</b>		
Proceeds from sale of tangible capital assets	7,581	15,458
Acquisition of tangible capital assets	(250,019)	(274,401)
<b>Net change in cash from capital activities</b>	<b>(242,438)</b>	<b>(258,943)</b>
<b>Investing Activities</b>		
Net decrease (increase) in investments	(28,613)	5,650
Repayment of loans receivable	263	387
Repayment of promissory note receivable from government business enterprises and partnerships	855	803
Dividends from London Hydro Inc. (Note 6 (a)(v))	5,000	5,000
<b>Net change in cash from investing activities</b>	<b>(22,534)</b>	<b>11,939</b>
<b>Financing Activities</b>		
Long-term debt issued	55,000	38,915
Long-term debt repayments	(51,987)	(49,361)
Repayments of long-term liabilities	(2,400)	(2,815)
Repayments of capital lease obligations	(753)	(1,182)
<b>Net change in cash from financing activities</b>	<b>(140)</b>	<b>(14,443)</b>
<b>Net change in cash and cash equivalents</b>	<b>89,537</b>	<b>70,230</b>
<b>Cash and cash equivalents, beginning of year</b>	<b>400,503</b>	<b>330,273</b>
<b>Cash and cash equivalents, end of year</b>	<b>\$ 490,040</b>	<b>\$ 400,503</b>

The accompanying notes are an integral part of these consolidated financial statements.



**THE CORPORATION OF THE CITY OF LONDON**

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

**11. Urban Works Payable (continued)**

The Urban Works liability represents works as at December 31, with completion status as follows:

*Table 19: Urban Works - Liability*

	2018	2017
In excess of the payment cap rules	<b>\$1,280</b>	\$ 494
Completed but no claim received	<b>882</b>	3,332
	<b>\$2,162</b>	<b>\$3,826</b>

The continuity breakdown is as follows:

*Table 20: Urban Works - Continuity Breakdown*

		Roads	Sanitary Sewers	Storm Sewer	Storm Water	Total
<b>Urban Works Payable</b>	<b>Dec 31, 2016</b>	<b>\$1,053</b>	<b>\$192</b>	<b>\$254</b>	<b>\$1,755</b>	<b>\$3,254</b>
<b>Expenses:</b>						
Value of construction work completed	2017	682	(159)	-	1,976	2,499
<b>Payments:</b>						
From Urban Works Reserve Funds	2017	(614)	-	-	(1,313)	(1,927)
<b>Urban Works Payable</b>	<b>Dec 31, 2017</b>	<b>1,121</b>	<b>33</b>	<b>254</b>	<b>2,418</b>	<b>3,826</b>
<b>Expenses:</b>						
Value of construction work completed	2018	356	140	584	109	1,189
<b>Payments:</b>						
From Urban Works Reserve Funds	2018	(1,011)	(155)	(797)	(890)	(2,853)
<b>Urban Works Payable</b>	<b>Dec 31, 2018</b>	<b>\$ 466</b>	<b>\$ 18</b>	<b>\$ 41</b>	<b>\$1,637</b>	<b>\$2,162</b>

## THE CORPORATION OF THE CITY OF LONDON

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

### 11. Urban Works Payable (continued)

The estimated future repayments of developer claims are as follows:

*Table 21: Urban Works - Estimated Future Developer Claims Repayment*

2019	\$2,162
<b>Total</b>	<b>\$2,162</b>

On July 24, 2018, the City resolved at its municipal council meeting to implement the full retirement of the Urban Works Reserve Funds with the adoption of the 2019 Development Charges By-law. Prior approved claims and those claims that were subject to the payment cap rules will be paid out in 2019 to help facilitate the wind-up of the reserve funds. Where no claim has been submitted prior to the adoption of the 2019 Development Charges By-law, these claims submitted for eligible work will be funded from the respective City Services Reserve Fund.

### 12. Employee Benefits Payable

Employee future benefits are liabilities of the Corporation to its employees and early retirees for benefits earned but not taken as at December 31. Details are as follows:

*Table 22: Employee Benefits Payable*

		2018	2017
Post-employment and post-retirement benefits	a)	<b>\$ 92,558</b>	\$ 89,764
Workplace Safety and Insurance Board			
Obligation	b)	<b>48,817</b>	46,710
Vacation credits	c)	<b>16,450</b>	16,187
Vested sick leave benefits	d)	<b>1,720</b>	2,213
		<b>\$159,545</b>	\$154,874

Reserve funds and reserves have been established to partially provide for these employee benefit liabilities. The reserve fund balances at the end of the year are **\$106,159** (2017 - \$20,404), and the reserve balances at the end of the year are **\$5** (2017 - \$70,380) to fund these obligations.

**THE CORPORATION OF THE CITY OF LONDON**

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

**14. Tangible Capital Assets**

Cost	Balance at December 31, 2017	Additions	Disposals	Balance at December 31, 2018
Land	\$ 427,042	\$ 16,211	\$ 3,554	\$ 439,699
Landfill and land improvements	150,923	12,815	5,815	157,923
Building and building improvements	1,007,185	73,030	2,514	1,077,701
Leasehold improvements	3,243	5,260	-	8,503
Machinery, equipment and furniture	402,155	47,634	10,495	439,294
Vehicles	127,299	14,717	8,525	133,491
Water Infrastructure	747,795	40,588	3,133	785,250
Wastewater infrastructure	1,395,524	59,808	1,628	1,453,704
Roads infrastructure	1,273,737	121,819	26,026	1,369,530
Computers	17,304	4,713	1,959	20,058
Computers under capital lease	4,148	-	1,219	2,929
Assets under construction	202,632	106,255	179,547	129,340
<b>Total</b>	<b>\$5,758,987</b>	<b>\$502,850</b>	<b>\$244,415</b>	<b>\$6,017,422</b>

Accumulated Amortization	Balance at December 31, 2017	Amortization Expense	Amortization Disposal	Balance at December 31, 2018
Land	\$ -	\$ -	\$ -	\$ -
Landfill and Improvements	78,544	7,948	5,196	81,296
Buildings and building improvements	453,680	31,491	2,837	482,334
Leasehold improvements	1,430	533	-	1,963
Machinery, equipment and furniture	237,501	28,891	10,492	255,900
Vehicles	68,072	10,705	8,429	70,348
Water infrastructure	241,490	16,125	2,821	254,794
Wastewater infrastructure	441,800	25,037	994	465,843
Roads infrastructure	476,279	45,644	23,370	498,553
Computers	8,229	5,324	1,959	11,594
Computers under capital lease	2,245	974	1,219	2,000
Assets under construction	-	-	-	-
<b>Total</b>	<b>\$2,009,270</b>	<b>\$ 172,672</b>	<b>\$ 57,317</b>	<b>\$2,124,625</b>

	Net book value December 31, 2017	Net book value December 31, 2018
Land	\$ 427,042	\$ 439,699
Landfill and land improvements	72,379	76,627
Buildings and building improvements	553,505	595,367
Leasehold improvements	1,813	6,540
Machinery, equipment and furniture	164,654	183,394
Vehicles	59,227	63,143
Water infrastructure	506,305	530,456
Wastewater infrastructure	953,724	987,861
Roads infrastructure	797,458	870,977
Computers	9,075	8,464
Computers under capital lease	1,903	929
Assets under construction	202,632	129,340
<b>Total</b>	<b>\$3,749,717</b>	<b>\$3,892,797</b>

## THE CORPORATION OF THE CITY OF LONDON

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

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### 14. Tangible Capital Assets (continued)

#### a) Assets under construction

Assets under construction having a value of **\$129,340** (2017 - \$202,632) have not been amortized. Amortization of these assets will commence when the asset is available for productive use.

In the year that an asset is placed into service, the total cost of the developed asset is transferred to each respective asset category as an addition and removed from assets under construction as a disposal.

#### b) Contributed Tangible Capital Assets

Contributed capital assets have been recognized at estimated fair value at the date of contribution. The value of contributed assets received during the year is **\$73,284** (2017 - \$36,759) comprised predominantly of roads infrastructure in the amount of **\$33,896** (2017 - \$10,912) and water and wastewater infrastructure in the amount of **\$37,833** (2017 - \$23,370).

#### c) Tangible Capital Assets Disclosed at Nominal Values

Where an estimate of fair value could not be made, the tangible capital asset was recognized at a nominal value. Land is the only category where nominal values were assigned.

#### d) Works of Art and Historical Treasures

The Corporation manages and controls various works of art and non-operational historical cultural assets including buildings, artifacts, paintings and sculptures located at Corporation sites and public display areas. These assets are not recorded as tangible capital assets and are not amortized in the consolidated financial statements.

#### e) Write-down of Tangible Capital Assets

There were write-downs of tangible capital assets during the year in the amount of **\$6,293** (2017 - \$8,078).

**THE CORPORATION OF THE CITY OF LONDON**

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

**15. Accumulated Surplus**

Accumulated surplus consists of individual fund surplus and reserves and reserve funds as follows:

*Table 28: Accumulated Surplus*

	2018	2017
<b>Surplus:</b>		
Invested in tangible capital assets	<b>\$3,925,615</b>	\$3,783,449
Other	<b>(68,665)</b>	(126,750)
Local boards	<b>2,496</b>	2,044
Equity in government business enterprise	<b>189,381</b>	180,977
Unfunded		
Landfill closure and post-closure liability and liability for contaminated sites	<b>(40,040)</b>	(37,542)
Employee benefits payable	<b>(161,807)</b>	(157,249)
Net long-term debt	<b>(291,308)</b>	(281,602)
Total surplus	<b>3,555,672</b>	3,363,327
<b>Reserves set aside by Council</b>		
Working capital	-	13,219
Contingencies	<b>65,268</b>	111,289
General operations	<b>32,779</b>	35,675
Total reserves	<b>98,047</b>	160,183
<b>Reserve funds set aside for specific purpose by Council</b>		
Contingencies	<b>80,394</b>	-
Infrastructure renewal	<b>196,624</b>	174,271
Acquisition of vehicles	<b>28,170</b>	26,302
Acquisition of facilities	<b>22,702</b>	18,271
Recreational programs & facilities	<b>317</b>	382
Self-insurance (Note 16b)	<b>14,158</b>	13,927
Sick leave (Note 12d)	<b>1,852</b>	2,546
Industrial over sizing	<b>15,745</b>	16,703
Other purposes	<b>228,262</b>	195,330
Special purpose (Note 18(g)(iii))	<b>74,804</b>	73,113
Total reserve funds	<b>663,028</b>	520,845
<b>Accumulated surplus</b>	<b>\$4,316,747</b>	\$4,044,355

# THE CORPORATION OF THE CITY OF LONDON

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

## 18. Commitments

### a) London Middlesex Suburban Roads Commission

Section 474.18 of the *Municipal Act, 2001*, requires that the Corporation make annual payments to the County of Middlesex for an indefinite period as compensation for the reduction of income due to the dissolution of the London-Middlesex Suburban Roads Commission. The amount paid in 2018 was **\$1,138** (2017 - \$1,139). Payments are based on the base year of 1997 at \$1,000 and are calculated contingent on annual assessment and tax rate increases.

### b) Rehabilitation and Redevelopment Tax Grant Programs

The Corporation has future commitments on the various Rehabilitation and Redevelopment Programs, which are programs that allow for future reductions in property taxes. The future commitments are as follows:

*Table 29: Future Tax Grant Program Commitments*

2019	\$ 797
2020	1,120
2021	1,020
2022	824
2023	645
Beyond	1,207
<b>Total</b>	<b>\$5,613</b>

### c) Fleet, Equipment and Premises Commitments

The Corporation is committed to the following fleet and equipment purchases and minimum annual operating lease payments for premises and equipment as follows:

*Table 30: Fleet, Equipment and Premises Commitments*

2019	\$ 14,179
2020	5,318
2021	4,811
2022	2,872
2023	2,216
Beyond	15,150
<b>Total</b>	<b>\$ 44,546</b>

## THE CORPORATION OF THE CITY OF LONDON

Notes to the Consolidated Financial Statements (continued)

Year ended December 31, 2018

(all dollar amounts in thousands of dollars)

### 18. Commitments (continued)

#### d) Facilities and Infrastructure Commitments

The Corporation has the following outstanding commitments remaining on facilities and infrastructure contracts as at December 31, 2018:

*Table 31: Facilities and infrastructure Commitments*

	2018	2017
Roads	\$48,427	\$47,230
Sanitary Sewer	28,092	31,517
Storm Sewer	19,485	17,549
Water	18,814	18,155
Recreation Facilities	16,306	17,085
General Government	6,212	5,347
Waste Disposal and Recycling	2,053	1,141
Fire, Provincial Offences and Emergency Measures	1,594	808
Parks	1,562	3,240
Commercial and Industrial	978	1,457
Cultural Facilities	776	584
Social Housing	79	-
Library Facilities	-	319
	<b>\$144,378</b>	<b>\$144,432</b>

These amounts represent uncompleted portions of contracts, as at December 31, 2018, on major projects. The majority of payments on these outstanding commitments will be made in the next three (3) to five (5) years.

#### e) Affordable Housing Programs

The Corporation is responsible for the delivery and administration of affordable housing programs in the City of London and the County of Middlesex. The Corporation has entered into various Municipal Contribution Agreements related to Affordable Housing Programs.

As at December 31, 2018, the Corporation has outstanding commitments remaining on these agreements of **\$21,944** (2017 - \$17,395).

# Strategic Priorities and Policy Committee

## Report

15th Meeting of the Strategic Priorities and Policy Committee  
June 24, 2019

**PRESENT:** Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, S. Hillier

**ALSO PRESENT:** M. Hayward, A. Barbon, B. Card, S. Datars Bere, J. Fleming, M. Henderson, P. Kokorros, L. Livingstone, D. Purdy, C. Saunders, K. Scherr, M. Schulthess, S. Stafford, J. Taylor, B. Warner, T. Wellhauser, B. Westlake-Power and R. Wilcox.

The meeting is called to order at 4:02 PM.

### 1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in Item 3.3 e) having to do with consideration of appointments to the London Hydro Inc. Board of Directors, by indicating that one of the applicants has role in his employment performance assessment with Western University.

### 2. Consent

#### 2.1 London Economic Development Corporation Purchase of Services Amending Agreement

Moved by: M. Cassidy

Seconded by: S. Hillier

That, on the recommendation of the City Manager, the following actions be taken with respect to the City of London Agreement with the London Economic Development Corporation:

a) in accordance with the City of London Procurement of Goods and Services Policy, Section 20.3 (e) Contract Amendments, the proposed by-law appended to the staff report dated June 24, 2019 as Appendix A, BE INTRODUCED at the Municipal Council meeting of June 25, 2019 to:

i) approve an Amending Agreement with the London Economic Development Corporation, extending the Purchase of Services Agreement to December 31, 2019;

ii) authorize the Mayor and Clerk to sign the Amending Agreement;

b) the Civic Administration BE DIRECTED to continue to work with the London Economic Development Corporation on a new Agreement for Council's consideration, prior to the expiry of the above-noted Amending Agreement.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

### 3. Scheduled Items

#### 3.1 Housing Development Corporation, London - 2018 Annual Meeting of the Shareholder Annual Resolutions



Moved by: M. van Holst  
Seconded by: S. Lehman

That the following actions be taken with respect to the 2018 Annual General Meeting of the Housing Development Corporation, London:

- a) the presentation by D. Brouwer, Board Chair and S. Giustizia, President and CEO, Housing Development Corporation, London BE RECEIVED;
- b) on the recommendation of the City Manager, the proposed by-law appended to the staff report dated June 24, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held June 25, 2019 to:
  - i) ratify and confirm the Annual Resolution of the Shareholder of Housing Development Corporation, London appended to the staff report dated June 24, 2019 as Schedule "A" to the by-law;
  - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of Housing Development Corporation, London attached as Schedule "A" to the by-law;
- c) the Housing Development Corporation, London - 2018 Shareholder Update and Strategic Plan 2019-2013 BE RECEIVED;
- d) the financial statements of the Housing Development Corporation, London year ended December 31, 2018 BE RECEIVED; and
- e) the communication dated February 12, 2019 from S. Giustizia, President and CEO, Housing Development Corporation, London regarding appointments BE RECEIVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

### 3.2 London & Middlesex Community Housing - 2018 Annual Meeting of the Shareholder Annual Resolutions

That the following actions be taken with respect to the London & Middlesex Community Housing Inc.:

- a) the attached presentation by S. Quigley, Chair and M. Allen-Easton, Vice Chair, London & Middlesex Community Housing BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 24, 2019 as Appendix "A", "A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc." BE INTRODUCED at the Municipal Council Meeting to be held on June 25, 2019, to amend the composition of the Board from nine (9) directors to eleven (11) directors of which an additional citizen-at-large and an additional Member of Municipal Council is to be elected to the Board, resulting in a Board comprised of two (2) members of London City Council, one (1) member of Middlesex County Council and eight (8) citizens-at-large;
- c) the proposed by-law appended to the staff report dated June 24, 2019 as Appendix "B" BE REFERRED to a future meeting for consideration;

- d) the My Place to Call Home Annual Report 2018 BE RECEIVED;
- e) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2018 BE RECEIVED;
- f) the communication dated April 3, 2019 from J. Browne, CEO, London & Middlesex Community Housing Inc. regarding reappointment BE RECEIVED;
- g) the attached presentation from J. Browne, CEO, London & Middlesex Community Housing Inc. regarding Regeneration - Housing our Future BE RECEIVED and the Civic Administration BE DIRECTED to strike a “Champions Table” to define the necessary municipal tools, resources, and provide multi-disciplinary expertise to support the working group to advance the next steps associated with the Regeneration Process;
- h) the added communication dated June 20, 2019 from S. Quigley, Board Chair, London & Middlesex Community Housing Inc. regarding board appointments BE RECEIVED; and,
- i) the Civic Administration BE DIRECTED to continue to work with LMCH, specifically with respect to regeneration plans.

**Motion Passed**

Voting Record:

The Mayor rules a request for an extension of time for the delegation out of order.

Moved by: A. Hopkins

Seconded by: A. Kayabaga

Shall the ruling of the Chair be upheld?

Yeas: (5): Mayor E. Holder, S. Lewis, P. Squire, P. Van Meerbergen, and S. Hillier

Nays: (10): M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

**Motion Failed (5 to 10)**

Moved by: M. van Holst

Seconded by: A. Hopkins

Motion to approve parts a), b), d), e), f), g), h) and i), as follows:

That the following actions be taken with respect to the London & Middlesex Community Housing Inc.:

- a) the attached presentation by S. Quigley, Chair and M. Allen-Easton, Vice Chair, London & Middlesex Community Housing Inc. BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 24, 2019 as Appendix “A”, “A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc.” BE INTRODUCED at the Municipal Council Meeting to be held on June 25, 2019, to amend the composition of the Board from nine (9) directors to eleven (11) directors of which an additional citizen-at-large and an additional Member of Municipal Council is to be elected to the Board, resulting in a Board comprised of two (2) members of London City

Council, one (1) member of Middlesex County Council and eight (8) citizens-at-large;

- d) the My Place to Call Home Annual Report 2018 BE RECEIVED;
- e) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2018 BE RECEIVED;
- f) the communication dated April 3, 2019 from J. Browne, CEO, London & Middlesex Community Housing Inc. regarding reappointment BE RECEIVED;
- g) the attached presentation from J. Browne, CEO, London & Middlesex Community Housing Inc. regarding Regeneration - Housing our Future BE RECEIVED and the Civic Administration BE DIRECTED to strike a “Champions Table” to define the necessary municipal tools, resources, and provide multi-disciplinary expertise to support the working group to advance the next steps associated with the Regeneration Process;
- h) the added communication dated June 20, 2019 from S. Quigley, Board Chair, London & Middlesex Community Housing regarding board appointments BE RECEIVED;
- i) the Civic Administration BE DIRECTED to continue to work with LMCH, specifically with respect to regeneration plans.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Turner  
Seconded by: A. Kayabaga

Motion to approve part c) as follows:

- c) the proposed by-law appended to the staff report dated June 24, 2019 as Appendix “B” BE REFERRED to a future meeting for consideration;

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (2): J. Helmer, and M. Cassidy

**Motion Passed (13 to 2)**

### 3.3 London Hydro Inc. - 2018 Annual Meeting of the Shareholder Annual Resolutions

That the following actions be taken with respect to the 2018 Annual General Meeting of London Hydro Inc.;

- a) the presentation by V. Sharma, CEO and G. Valente, Board Chair, London Hydro Inc., BE RECEIVED;
- b) the 2018 Report on Progress BE RECEIVED;
- c) the 2018 Report on Financials BE RECEIVED;
- d) the communication dated May 30, 2019 from C. Graham, Vice Chair, Board of Directors, London Hydro Inc. and a communication dated

April 12, 2019 from G. Valente, Chair, Board of Directors, London Hydro Inc. regarding appointments BE RECEIVED;

e) for the purpose of retaining a strong engineering skillset on the Board of London Hydro Inc., the following candidates BE INTERVIEWED, by the Corporate Services Committee, for the class III director position made vacant by the retirement of Mohan Mathur:

Ayman Abu Sharkh

Andrew Hrymak

Sarah Shortreed

John Tapics

f) Class I Directors, Gabe Valente and Jack Smit, whose terms are expiring, BE APPOINTED to the Board of London Hydro Inc.;

g) the remaining Class II, III and IV Directors whose terms are expiring, BE REAPPOINTED to the board of London Hydro Inc.

### **Motion Passed**

Voting Record:

Moved by: M. van Holst

Seconded by: E. Peloza

That the following actions be taken with respect to the 2018 Annual General Meeting of London Hydro Inc.;

a) the presentation by V. Sharma, CEO and G. Valente, Board Chair, London Hydro Inc., BE RECEIVED;

b) the 2018 Report on Progress BE RECEIVED;

c) the 2018 Report on Financials BE RECEIVED;

d) the communication dated May 30, 2019 from C. Graham, Vice Chair, Board of Directors, London Hydro Inc. and a communication dated April 12, 2019 from G. Valente, Chair, Board of Directors, London Hydro Inc. regarding appointments BE RECEIVED;

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Absent: (1): J. Morgan

### **Motion Passed (14 to 0)**

Moved by: M. van Holst

Seconded by: S. Hillier

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

e) for the purpose of retaining a strong engineering skillset on the board of London Hydro Inc., the following candidates be interviewed for the class III Director position made vacant by the retirement of Mohan Mathur:

Ayman Abu Sharkh

Andrew Hrymak

Sarah Shortreed

John Tapics

f) class I Directors, Gabe Valente and Jack Smit whose terms are expiring, be reappointed to the board of London Hydro Inc.;

g) the remaining class II, III and IV Directors whose terms are expiring, be reappointed to the board of London Hydro Inc..

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and S. Hillier

Nays: (1): A. Kayabaga

Absent: (1): J. Morgan

**Motion Passed (13 to 1)**

Moved by: M. van Holst

Seconded by: S. Hillier

That the interviews, noted in part e), above, BE CONDUCTED by the Corporate Services Committee.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): J. Morgan

**Motion Passed (14 to 0)**

**4. Items for Direction**

**4.1 3rd Report of the Governance Working Group**

Moved by: E. Pelozza

Seconded by: S. Lewis

That the following actions be taken with respect to the 3rd Report of the Governance Working Group, from its meeting held on May 6, 2019:

a) on the recommendation of the City Clerk, the City Clerk BE DIRECTED to make the necessary arrangements to present the proposed by-law appended to the staff report dated May 6, 2019 as Appendix "A", at a Public Participation Meeting before the Corporate Services Committee to amend Council Procedure By-law A-50, as amended, to clarify that Members of Council who are not a member of a standing committee may participate in the debate with respect to a matter before the standing committee;

b) the City Clerk BE DIRECTED to bring forward to the next meeting of the Governance Working Group (GWG) proposed procedures with respect to the provision of an electronic voting system to consider public appointments to Advisory Committees, Boards and Commissions for further consideration that would include the following:

- i) the ability to include brief profiles of the applicants;
- ii) provision of run-off capabilities based on the elimination of the applicant with the lowest vote;
- iii) the capacity to provide for run-offs where multiple applicants are to be appointed;

it being noted that the Governance Working Group (GWG) received a demonstration of the proposed electronic voting system from the Deputy Clerk; and

c) clauses 1.1 and 1.2 BE RECEIVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Absent: (1): J. Morgan

**Motion Passed (14 to 0)**

4.2 Resignation from Councillor S. Lewis from the Middlesex-London Food Policy Council

Moved by: M. Salih

Seconded by: J. Helmer

That the communication dated June 24, 2019 from Councillor Shawn Lewis resigning his appointment to the Middlesex-London Food Policy Council BE ACCEPTED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Absent: (1): J. Morgan

**Motion Passed (14 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential (Enclosed for Members only.)**

Moved by: E. Pelozo

Seconded by: A. Kayabaga

That the Strategic Priorities and Policy Committee convene In Closed Session for the purpose of considering the following:

A matter pertaining to the proposed or pending acquisition or disposition 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.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Absent: (1): J. Morgan

**Motion Passed (14 to 0)**

The Strategic Priorities and Policy Committee convened In Closed Session from 6:50 PM to 7:12 PM.

**7. Adjournment**

The meeting adjourned at 7:13 PM.



# MY PLACE TO CALL HOME

Annual Report 2018

PRESENTATION TO SPPC • JUNE 24, 2019



“A home is more than just an address. Having a home makes it possible to access employment, enroll in school, and open a bank account. A home provides shelter, security, and a place to raise our families. All Canadians deserve a dignified place to call home.”

*-Canada's National Housing Strategy*



## OUR NEW NAME

London & Middlesex Community Housing

- Our focus as a community housing provider
- Renewed commitment to creating and supporting community in our buildings
- Created Community Development team to support this work



“I’m new here. I had a great job but things happened and I’m grateful that LMCH is here to help. Everyone has been so welcoming and kind, so it really is the people that make it great here.”

*-Vincent, LMCH resident*





# OUR TENANTS

Collecting Insights

In 2018, we worked with tenants to achieve improvements, supports and housing stability:

- 214 saved tenancies
- 2287 complaints investigated and resolved
- 553 referrals to partner agencies
- 335 new tenancies\*



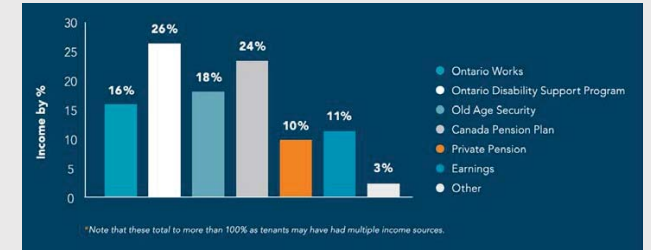
# OUR TENANTS

Collecting Insights

In 2018, we provided homes for:

- 1,132 Seniors
- 1,970 Adults
- 1,606 Youth and Children
- 4,708 Total Individuals & Families**

In 2018, the sources of income for our tenants were:



LMCH WE CARE



# OUR SYSTEM NAVIGATORS

Helping tenants solve problems

- Acting as partners in problem-solving
- Asking questions to find solutions
- Meeting tenants where they are



# OUR COMMUNITY PARTNERS

59 partners providing 130 programs

- Creating new partnerships
- Expanding existing partnerships
- Better supports and outcomes for tenants





“Playing basketball with different kids from different areas is awesome. People on your team might be from other neighbourhoods so you get to meet new kids who have different skills and grow together with the help of our coaches”

– Joe League Participant

"Rookie League and Joe League are both beneficial partnerships for all involved. The most obvious is the benefit for all kids who participate in an organized sport and the lessons that come with this, such as teamwork, dedication and learning how to lose gracefully. The partnership also benefits the volunteer coaches -- putting officers with kids in a positive environment humanizes the relationship and connection. These relationships can last a lifetime and really impact the decisions they make in the future."

- PC Chris Golder, London Police Service



## OUR COMMUNITY-LED PROGRAMS

Empowering tenants to build community & provide support

- Creating new partnerships
- Expanding existing partnerships
- Better supports and outcomes for tenants



[There's ] “a room full of laughter and conversation! Nothing like a home cooked meal to bring people together” at the community meals. “Each of these activities are impacting the building in different ways. It's exciting and exhilarating and it makes your heart smile...I'm inspired and proud to be a part of. For myself, just seeing people smiling, chatting and enjoying life is the best payoff ever! Thank you so much Tim and Kristen, along with your team, for all your encouragement, support and hard work.”

-Mary, Resident Contact



# OUR ASSETMANAGEMENT

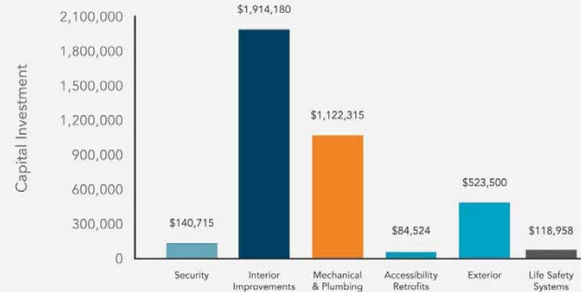
\$456 million in capital repairs are required over the next decade to return to an FCI value of 0.

# OUR ASSETMANAGEMENT

Over \$60 million is required for high impact building components.

# OUR INVESTMENTS

Capital Investments Overview

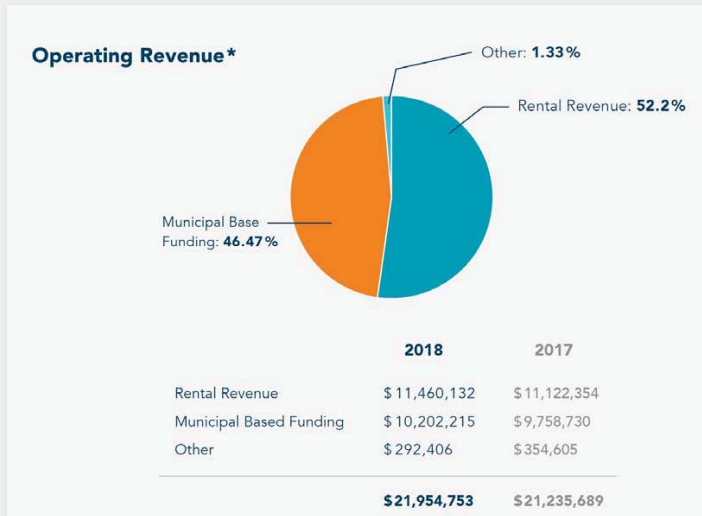


\* The Revenues and Expenditures outlined above are shown before capital funding and amortization of tangible capital assets. Please visit: [https://www.lmch.ca/uploads/pdf/2018\\_Annual\\_Report1.pdf](https://www.lmch.ca/uploads/pdf/2018_Annual_Report1.pdf) to view LMCH's 2018 Audited Financial Statements and budget variance explanations.





# OUR FINANCES



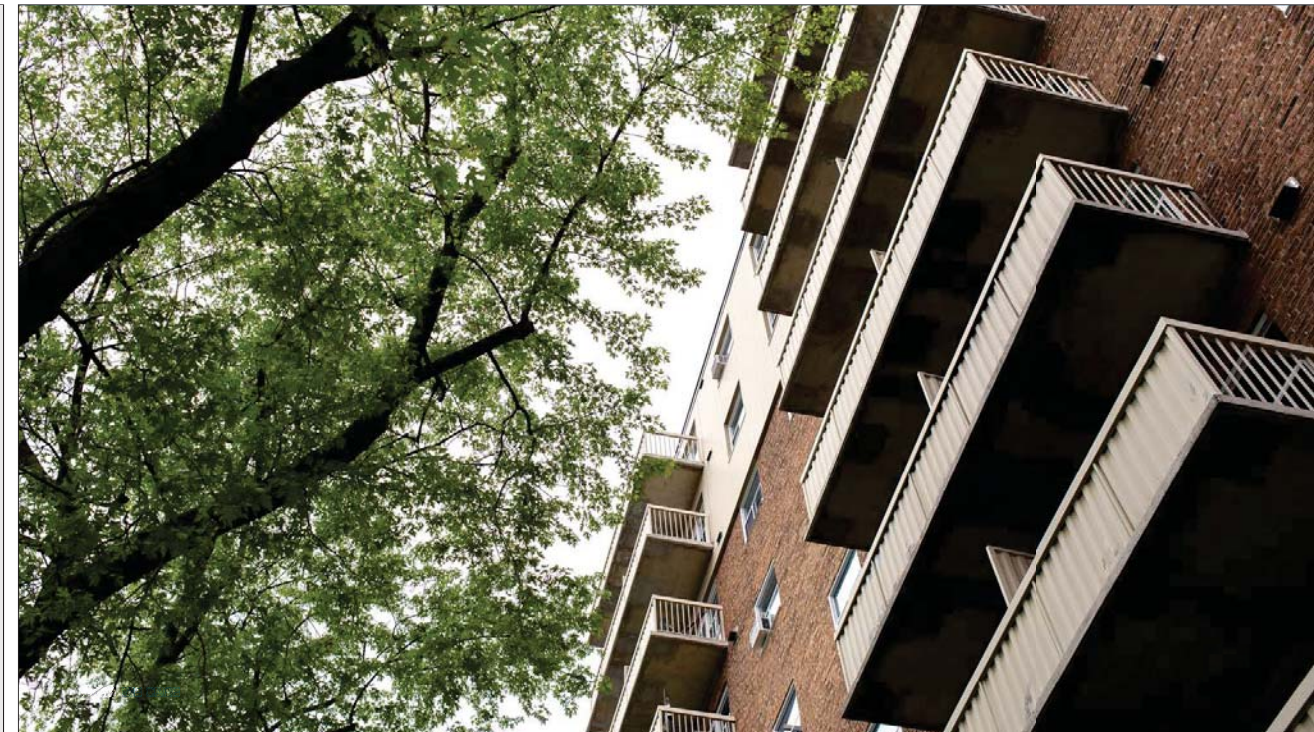
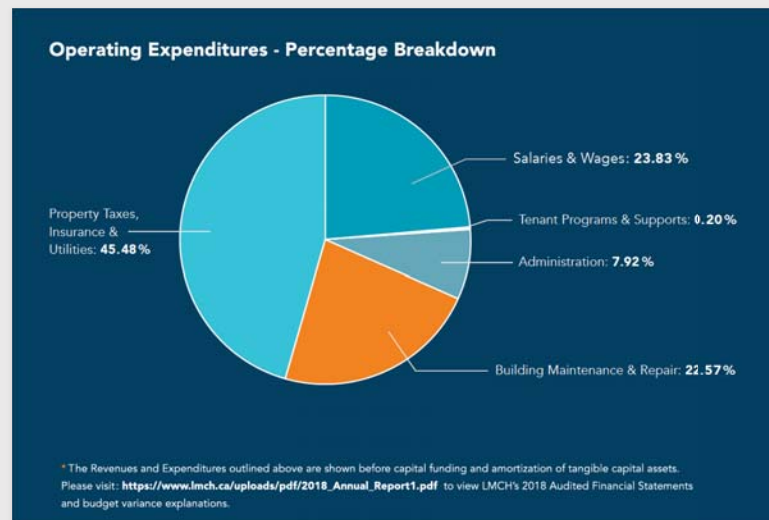
# OUR FINANCES

**Operating Expenditures\***

	2018	2017
Salaries, Wages and Benefits	\$ 5,239,281	\$ 4,790,722
Property Taxes, Insurance and Mortgages	\$ 6,042,125	\$ 5,968,535
Building Maintenance and Repair	\$ 4,963,198	\$ 4,631,855
Utilities	\$ 3,960,041	\$ 4,031,625
Administration	\$ 1,741,783	\$ 1,765,400
Tenant Programs and Supports	\$ 43,609	\$ 43,046
<b>Total Investment</b>	<b>\$ 21,990,037</b>	<b>\$ 21,231,183</b>
<b>Net Surplus (Deficit)</b>	<b>(\$ 35,284)</b>	<b>\$ 4,506</b>



# OUR FINANCES



# OUR STRATEGY

Status Indicators (As of December 2018)		Total	%
✓	<b>Complete:</b> Action item is complete	27	39%
↑	<b>On Target:</b> Action item is anticipated to be completed by the target date	23	33%
⏸	<b>Caution:</b> Action item is delayed by one quarter	5	7%
↓	<b>Below Plan:</b> Action item is delayed two quarters or more	7	10%
⏹	<b>On Hold:</b> Action item is on hold until further notice	7	10%

\* Our complete Strategic Plan can be found at: [https://www.lmch.ca/uploads/pdf/Strategic\\_Plan.pdf](https://www.lmch.ca/uploads/pdf/Strategic_Plan.pdf)



# OUR NEXT STEPS

- We are making progress and are focused on improving our processes to ensure healthy, safe and stable places to call home.
- We will deliver a robust Multi-Year Budget request that supports the organizational needs for scalable interventions to address needs to support housing stability for tenants and investment in our buildings.
- We are committed to our strategic plan and our metrics proposed to the city of London in alignment with the City's strategic plan.



Housing matters  
People matter *more*







# REGENERATION

HOUSING OUR FUTURE

PRESENTATION TO SPPC | JUNE 24, 2019



LMCH WE CARE

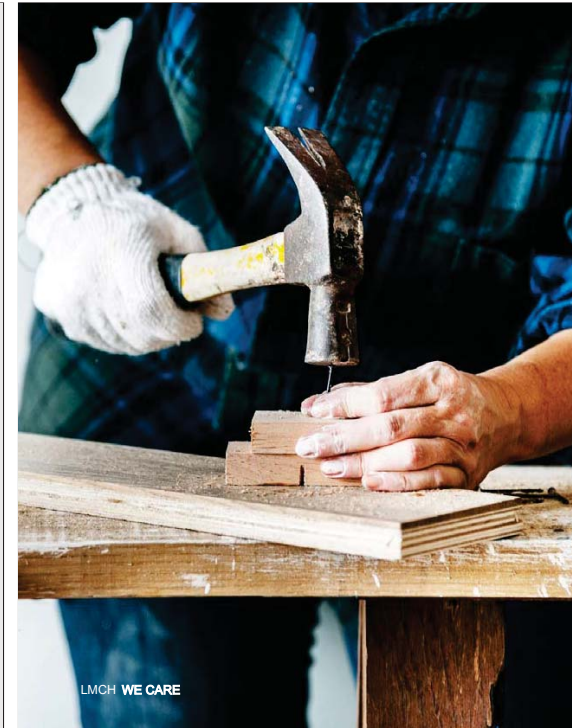
We envision transformed and strengthened community housing through vibrant, connected and sustainable neighbourhoods in London and Middlesex County, creating a better tomorrow for those we serve.



## REGENERATION IS DEFINED IN TWO WAYS:

**Site Regeneration:** Supports sensitive growth and change in our neighbourhoods so that they are sustainable and prosperous over the long term.

**Social Revitalization:** Engages and supports tenants. Transitions buildings into more supportive and inclusive communities and collaborates with partners to advance housing and whole-life stability.



LMCH WE CARE

If LMCH wants to return its buildings to perfect condition (FCI value of 0) within 10 years, it needs to complete \$456 million in capital projects. In order to maintain its current standard, \$22.3 million in annual capital spending is required. The current capital funding level is \$2.2 million.



## THE TIME TO ACT IS NOW

- Over \$400 million needed to address capital deficit over the next 10 years
- The London Plan and the City's 2020-2024 Strategic Plan identify and prioritize the renewal of social housing stock
- Momentum from Federal and Provincial Housing Strategies

## HOW TO ACTIVATE REGENERATION

- Redeveloping underutilized parcels of land or sites;
- Retrofitting or upgrading existing units and sites to make them more operationally efficient;
- Making accessibility improvements to better meet a shifting demand for housing; and,
- Making changes to existing land use and tenant mix.

## OBJECTIVES

- Increase the number of homes LMCH provides
- Transform the pathways into housing to improve housing stability
- Engage stakeholders to manage the impact of regeneration
- Create healthy homes and communities that aim to eliminate stigma



WHERE DO WE  
BEGIN?

**LMCH has the vision & mission to support robust regeneration.**

We have developed the organizational and operational components to make regeneration reality in London and Middlesex



**The policies and people who will help us get there**



Housing Development Corporation has been designed to assist in the building process from planning to finance and development process. They act as a consultant to the site regeneration process.



Together we can address the housing needs in our community where 45.6% of renters in London live in homes that cost more than 30% of their income.



**CITY OF LONDON**

**Shareholder:**

- Amend Shareholder Agreement
- Permit leveraging of properties for financing
- Allow LMCH to hold own reserves

**Service Manager:**

- Homeless Prevention & Housing Program
- Allow LMCH to hold diverse housing options
- Improve assessment and information sharing to ensure low barrier access to most appropriate housing option



# SITE EVALUATION TOOL

- Land Use Planning
- Social Aspects
- Financial Feasibility
- Asset Management



# NEXT STEPS

- **2019:** LMCH updates City Council on the regeneration plan, including the vision, goals and principles. Site evaluation criteria are provided for approval before identifying regeneration sites.
- **2019-2020:** Champions table to be struck. Family sites to be evaluated, presented and discussed for feasibility and opportunity. Results to be reported back for endorsement by City Council.
- **2020-2021:** Community engagement and tenant co-design process to develop full site plans, including phased implementation and costing for funding applications and approvals.



## ACKNOWLEDGEMENT OF SIGNIFICANT CONTRIBUTION TOWARD THIS PLAN:

**London & Middlesex Community Housing:** Marisa Banuelos, Josh Browne, Sarah Campbell, Tim Smuck, Norman Turner

**Housing Development Corporation:** Stephen Giustizia, Brian Turcotte

**City Of London - Housing Division:** Douglas Calderwood-Smith, Dave Purdy



LMCH WE CARE



Housing matters .  
People matter *more*.

LMCH WE CARE





Bill No. 230  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A by-law to confirm the proceedings of the  
Council Meeting held on the 25<sup>th</sup> day of June,  
2019.

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 Local Planning Appeal 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.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

Bill No. 231  
2019

By-law No. A.-6955(\_\_)-\_\_\_\_

A by-law to amend By-law No. A.-6955-156 being “A By-law with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives” by deleting references to the position “Managing Director, Neighbourhood, Children & Fire Services” and by replacing it with the position “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsibility for Homelessness Initiatives.

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

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

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

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A.-6955-156 being “A By-law with respect to a standard form Purchase of Service Agreement for the City of London Homelessness Initiatives” by deleting reference to the position “Managing Director, Neighbourhood, Children & Fire Services” and by replacing it with the position “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in Service Area responsibility for Homelessness Initiatives;

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

1. Section 2 of By-law No. A.-6955-156 is hereby amended by deleting section 2 in its entirety and by replacing it with the following new section 2.

“The Managing Director, Housing, Social Services and Dearness Home or their written designate, is hereby delegated authority to execute Purchase of Service Agreements with Service Providers, employing the standards form Agreement authorized and approved under section 1, above, with no further approval required from Municipal Council.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

Bill No. 232  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve the Transfer Payment Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Managing Director, Housing, Social Services and Dearness Home to execute the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) Housing Provider Contribution Agreement and to authorize the Managing Director, Housing, Social Services and Dearness Home, or designate, to execute the Investment Plan and any other document and report in furtherance of this Agreement.

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

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

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

1. The Transfer Payment Agreement substantially in the form attached as Schedule "A" to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.
3. The Canada-Ontario Community Housing Initiative (CHOCI) and Ontario Priority Housing Initiative (OPHI) Housing Provider Contribution Agreement satisfactory to the City Solicitor, between The Corporation of the City of London and the Housing Provider, is hereby approved.
4. The Managing Director of Housing, Social Services and Dearness Home or his/her designate be delegated the authority to execute the Housing Provider Contribution Agreement approved in section 3, above.

5. The Managing Director, Housing, Social Services and Dearness Home, or his/her designate, are authorized to execute the Investment Plan and or any other document and report in furtherance of this Agreement.

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

PASSED in Open Council on June 25, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – June 25, 2019  
Second reading – June 25, 2019  
Third reading – June 25, 2019

## ONTARIO TRANSFER PAYMENT AGREEMENT

for COCHI/OPHI

Version: April 29, 2019

THE AGREEMENT, effective as of \_\_\_\_\_, 2019 (the "Effective Date"),

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of Municipal Affairs and Housing**

**("Minister")**

**- and -**

**Corporation of the City of London**

**("Service Manager")**

### BACKGROUND

- Canada Mortgage and Housing Corporation ("CMHC") and Her Majesty the Queen 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 has 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 have entered into this Agreement for the purpose of establishing the Service Manager's obligations with respect to the administration of the Program and the Minister's obligation to provide funding to the Service Manager for the Program.

### 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,  
Schedule "I" - Canada-Ontario Community Housing Initiative Sustainability Plan.

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**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **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) Her Majesty the Queen 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.

<b>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing</b>	
Name:	Steve Clark
Title:	Minster
Date:	
Signature:	

<b>Corporation of the City of London</b>	
Name:	Ed Holder
Title:	Mayor
Date:	
Signature:	
Authorizing Signing Officer	

<b>Corporation of the City of London</b>	
Name:	Catherine Saunders
Title:	City Clerk
Date:	
Signature:	
Authorizing Signing Officer	

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**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.

**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 recitals;

**"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;
- (c) in the case of the third Fiscal Year, the period commencing on April 1 following the end of the second 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 Her Majesty the Queen in right of Ontario, Her 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”;

**“TP Hub”** means the Transfer Payment Hub 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, 2022. For the COCHI Capital Component, the Minister will advance Funds only up to March 31, 2023. For the OPHI Ontario Renovates Component, Rental Assistance Component and Supportive Housing Component, the Minister will advance Funds only up to March 31, 2022. For the OPHI Rental Component and the Homeownership Component, the Minister will advance Funds only up to March 31, 2026. Funds will not be advanced by the Minister to Service Managers after the above dates.

- a) In the event that the COCHI Capital Component and the OPHI Ontario Renovates Component Funds are used on the same Project, the Minister will advance Funds only up to March 31, 2023.

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 capital component to the operating components, or vice versa, provided the request is submitted to the Minister by December 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) 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 September 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.
- 5.9 In addition to the Implementation Plan, Service Managers must complete a COCHI Sustainability Plan in the form of Schedule "I" that illustrates how the selection of projects will support the Community Housing Renewal Strategy through COCHI investments. This plan must be municipal council/DSSAB approved. Although the submission of the COCHI Sustainability Plan is mandatory, payments will not be contingent on its submission. The COCHI Sustainability Plan shall be prepared and submitted in accordance with the Program Guidelines.

## **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, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Service Manager by Her Majesty the Queen 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, personal delivery or fax, 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, personal delivery or fax, 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, personal delivery or by fax.
- 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 22.1 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 Her Majesty the Queen in right of Ontario or one of Her 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

<b>Maximum Funds</b>	<p>Maximum Funds in respect of the Canada-Ontario Community Housing Initiative – \$4,115,359.00</p> <p>Maximum Funds in respect of the Ontario Priorities Housing Initiative – \$9,128,900.00</p>
<b>Expiration Date</b>	<p>Canada-Ontario Community Housing Initiative – March 31, 2040</p> <p>Ontario Priorities Housing Initiative – March 31, 2053</p>
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to THE MINISTER</b>	<p><b>Name:</b> Ministry of Municipal Affairs and Housing</p> <p><b>Address:</b> 777 Bay Street, 14<sup>th</sup> Floor, Toronto, Ontario, M5E 2E5</p> <p><b>Attention:</b> Director, Housing Programs Branch</p> <p><b>Fax:</b> 416-585-6588</p> <p><b>E-mail:</b> jim.e.adams@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Service Manager</b>	<p><b>Name:</b> Corporation of the City of London</p> <p><b>Address:</b> 355 Wellington Street, 2<sup>nd</sup> Floor, London, ON N6A 3N7</p> <p><b>Attention:</b> Sandra Datars Bere</p> <p><b>Fax:</b></p> <p><b>Email:</b> sdatarsb@london.ca</p> <p><b>Telephone:</b> (519) 661-2489, Ext. 5337</p>
<b>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</b>	<p><b>Name:</b> Dave Purdy</p> <p><b>Position:</b> Division Manager, Housing</p> <p><b>Fax:</b> (519) 661-4466</p> <p><b>Email:</b> dpurdy@london.ca</p> <p><b>Telephone:</b> (519) 661-2489, Ext. 5596</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.

- **"Capital Component"** means the COCHI Capital Component described in Appendix C-2 and the Program Guidelines;
- **"Capital Funds"** means Funds in respect of the COCHI Capital Component;
- **"Housing Provider"** means a person who operates a Project;
- **"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;
- **"Program Guidelines"** means the Program Guidelines for the COCHI Components;
- **"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 Capital 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 and the Capital Component in accordance with the Agreement and the Program Guidelines.
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## 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 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 TP Hub.

#### 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 by April 15, July 15, October 15, and March 1 of each fiscal year. Fourth quarter payments by the Minister will be made no later than March 1 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, 2028, 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 CAPITAL 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 Capital Funds, as determined by the Program Guidelines;
  - **“Project”** means the approved Eligible Repairs to be performed on a Social Housing project under the Capital 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 Capital Component in relation to a Project that meets the requirements of the Program Guidelines;
- 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 Capital 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 TP Hub 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 Capital 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 Capital 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 TP Hub on an on-going basis.

### **3. PROVISION OF CAPITAL 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 3.5.
- 3.2 Subject to section 3.4, the Minister shall, in the first quarter of each Fiscal Year, transfer to the Service Manager twenty per cent (20%) of the annual Capital Funds based on the repair budget identified in the Service Manager's Investment Plan.
- 3.3 Subject to section 3.4, the Minister shall, in the second, third, and fourth quarter of each Fiscal Year, transfer to the Service Manager eighty per cent (80%) of the annual Capital Funds based on the projected disbursements in the Service Manager's updated Investment Plan.
- 3.4 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.
- 3.5 The transfer of all Capital Funds shall be made by electronic funds transfer.

3.6 The Service Manager shall use the Capital 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.

3.7 The primary purpose of the quarterly forecasts in the Investment Plan is to indicate quarterly cash flow requirements over the life of the program, but no later than the end of the subsequent fiscal year. The quarterly cash flow request must be at or close to the time the funds are needed by the housing provider to pay for their relevant expenditures.

#### **4. RECONCILIATION**

4.1 The Service Manager must ensure the status of each Project is updated in TP Hub. 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 Capital Component must be committed by December 31 of each Fiscal Year. In the event that the Service Manager has not met this threshold, the Minister may reallocate Capital 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 Capital Component cannot be signed after March 31, 2022, 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 Capital 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.

## **6. REPORTING REQUIREMENTS**

6.1 During the period between the date of execution of this Agreement and the end of the Capital 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 Capital 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 Capital Funds; and/or
  - (g) suspend further payments of Capital 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 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 Capital 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



## **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.

1. APPENDIX D-1

Rental Housing Component

2. 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;

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- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;

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- **“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;

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- **“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;

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- **“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;

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- **“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;

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- **“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.

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## **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 notional 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, 2022, 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

September 15, December 15, February 15 and May 30 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, 2022.
- 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)						
	<b>Total</b>						

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)				
<b>TOTAL</b>				

**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.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent Total of (D)+Total of (A) =</b>	<b>CMHC or Alternate Weighted Average Rent Total of (E)+Total of (A) =</b>
<b>Depth of Affordability</b>	<b>(Project Weighted Average Rent + CMHC (or Alternate) Weighted Average Rent) x100 =</b>	

**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 \_\_\_\_\_

---

- 3 -  
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)						
	<b>Total</b>						

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) = (D)-(A)	
Bachelor						
1 BR						
2 BR						
3 BR						
4 BR						
Other (specify)						
<b>TOTAL</b>						

**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)						
<b>TOTAL</b>						

**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.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent Total of (D)+Total of (A) =</b>	<b>CMHC or Alternate Weighted Average Rent Total of (E)+Total of (A) =</b>
<b>Depth of Affordability</b>	<b>(Project Weighted Average Rent + CMHC (or Alternate) Weighted Average Rent) x100 =</b>	

**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 does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

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 does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

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].

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I declare that the above information is true and complete.

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Signature

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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 affordable to individuals and households with an income at or below the sixtieth (60<sup>th</sup>) percentile of income for the Service Manager’s area or Ontario, whichever is lower, and is 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 sole 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;

- “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. 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, 2022, 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 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.

## **5. PROVISION OF FUNDS BY THE MINISTER FOR ELIGIBLE PURCHASERS**

5.1 Subject to Sections 5.3, 5.4, 5.5 and 5.8, 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 for an Eligible Unit exceed \$50,000.

5.4 In no event shall the aggregate of all APS Funding received by the Service Manager under this Schedule and advanced by the Service Manager to Eligible Purchasers as of March 31, 2026 exceed ten per cent (10%) of the sum of the

purchase prices for all of the Eligible Units acquired by such Purchasers other than Eligible Units acquired from non-profit housing developers.

- 5.5 In no event may any APS be submitted for funding under this Appendix after March 31, 2022 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 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.
- 5.7 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.
- 5.8 In no event shall funding under this Appendix be advanced to the Service Manager after March 31, 2026.
- 5.9 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 5.4, 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, which ever 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 September 15, December 15, February 28 and May 30 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, 2022.
- 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, 2026, all financial records (including invoices) and all-non-financial documents and records relating to the funds or otherwise to the Program.

## 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 can neither own a home nor have an ownership interest in a home other than a contingent interest;
- (c) The individual cannot 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) The individual must be vacating a residential tenancy and must agree not to lease the Eligible Unit for the duration of the OPHI Mortgage;
- (e) Subject to clause (f) below, the total income of all members of the individual's household cannot exceed the sixtieth (60<sup>th</sup>) 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 (including a same-sex 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;
- (f) The income limits set out in clause (e) 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 (60<sup>th</sup>) income percentile for all households in Ontario;
- (g) 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;
- (h) The individual agrees to secure his or her own primary financing for the purchase of the Eligible Unit;
- (i) 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.



Balance (\$) of the RLF as of Last Report [date]: \_\_\_\_\_

Balance (\$) of the RLF as of Current Report [date]: \_\_\_\_\_

**Legend for Reporting Requirements**

1. Client type - Family, Single
2. Type of Unit - Single, Semi-detached, Condo town, Freehold town, Row house, Duplex, Condo, Other

**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, on April 15, July 15, October 15, and on or before March 1 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 TP Hub 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 TP Hub. 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 TP Hub throughout the year. In particular, the Minister will review progress at the end of the third (3<sup>rd</sup>) quarter 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 the end of the third (3<sup>rd</sup>) quarter.

## **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, 2022, 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 September 15, December 15, February 15 and May 30 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 30<sup>th</sup> 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.
- 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, 2022.

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-3D  
OPHI – ONTARIO RENOVATES COMPONENT  
ANNUAL REPORT – REPAYMENT**

Service Manager: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

TP Hub REFERENCE NUMBER	NAME OF HOMEOWNER/ PROPONENT	PROJECT ADDRESS	AMOUNT REPAYED (\$)	REASON FOR REPAYMENT
<b>Total</b>			<b>0.00</b>	

Additional Comments:

I certify, to the best of my knowledge, that the information provided above is true and correct.

Prepared By: \_\_\_\_\_  
Print Name and Title
Signature

Approved By: \_\_\_\_\_  
Print Name and Title
Signature

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



## 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.

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## **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 by April 15, July 15, October 15, and March 1 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, 2022.
- 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 September 15, December 15, February 15 and May 30 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, 2022, 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, 2022.
- 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;

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  - (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**

**HER MAJESTY THE QUEEN 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 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.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTER OF MUNICIPAL  
AFFAIRS AND HOUSING**

Signature: \_\_\_\_\_  
Name:  
Title:  
Date of  
Signature:

**[SERVICE MANAGER]**

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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 by April 15, July 15, October 15, and March 1 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, 2022.
- 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 September 15, December 15, February 15 and May 30 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, 2022, 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**

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- 7.1 The Program is available from the date of the Agreement until March 31, 2022.
- 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 31<sup>st</sup> of each year.*

Service Manager:

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Service Manager Address:

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Service Manager Contact: Name:

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Telephone:

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Email:

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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.

**SCHEDULE H  
INVESTMENT PLAN**

**Instructions for completing the Investment Plan:**

**The Investment Plan is comprised of four sections:**

- 1) Proposed Plan for COCHI and OPHI Investments
- 2) COCHI and OPHI Annual Take-Up (Planned Financial Commitments by Year)
- 3) COCHI and OPHI Projected Take-Up (Target Group/s and Units/Households)
- 4) 2019-20 COCHI-OPHI Planned Quarterly Financial Commitment

. The Investment Plan outlines each Service Manager's planned financial commitments and projected take-up for their COCHI and OPHI annual planning allocations for Years 1 to 3.

. Indicate the program components that will be delivered and provide a rationale for the selection, including a description of how the funding will be used to address the long-term sustainability of the community housing sector and respond to needs outlined in the Service Manager's Housing and Homelessness plans.

. The Investment Plan must be Council or delegated authority-approved. The Ministry will review the Investment Plans to ensure consistency with the Bilateral Agreement and Program Guidelines.

<b>Service Manager</b>	
<b>SM Contact Name</b>	
<b>Date of SM Approval</b>	
<b>Date Submitted to MMAH</b>	



**Proposed Plan for COCHI and OPHI Investments**

This section is for you to describe how you intend to use your COCHI and OPHI funding allocation to address the housing needs of your community. The proposed program delivery plan should align with your Housing and Homelessness Plan and the Province's Community Housing Renewal Strategy. Please respond to the following questions in the space provided below.

1. What are the current and projected housing needs in your community? Please make direct reference (including page references) to your Housing and Homelessness Plan.

2. Which COCHI and OPHI program components will be delivered? How does your plan for use of funding address the current and projected housing needs in your community? What are the priorities and target client groups. Please indicate specific approaches to be taken in delivering the program.

3. Leveraging the COCHI and OPHI initiatives is a key means to achieving the goals and outcomes outlined in the Province's Community Housing Renewal Strategy. Please indicate how your planned spending under COCHI and OPHI will lead to:

- a) Increased supply and appropriate mix of affordable and adequate housing;
- b) People having improved access to affordable housing and supports that meet their needs to achieve housing stability;
- c) Improved efficiency of the community housing system to ensure value for money and long-term sustainability.

4. To be answered by Service Managers with Urban Native Social Housing units only. The Ontario-CMHC Bilateral Agreement requires the preservation of Urban Native Social Housing units to ensure that there is no net loss of the 1,452 units and that retained units will be improved through repair, capital replacement, as well as through adequate rent affordability support. Please indicate how the COCHI funding you receive will help the Province meet this commitment?

5. Additional comments.

**Planned Financial Commitments By Year**

Complete the following table to indicate how much of your annual allocation you plan to commit to each program component in each year of COCHI and OPHI. Documentation required for a commitment is outlined in the Program Guidelines.

Enter the full amount of funding to be committed in the year in which you plan to make the commitment.

Enter the amount to be used as administration fees for each year. Administration fees cannot exceed 5% of your annual funding allocation.

COCHI	COCHI Planned Financial Commitment - \$\$			TOTAL
	YEAR 1	YEAR 2	YEAR 3	
	2019-20	2020-21	2021-22	
SM allocation for each fiscal year				\$ -
<b>Capital Components</b>				
New Build				\$ -
Repair				\$ -
<b>Operating Components</b>				
Rent Supplement				\$ -
Transitional Operating Funding				\$ -
<b>SM Administration Fees</b>	<b>% of Allocation</b>			
SM Administration Fees	0%			\$ -
<b>Total COCHI</b>				\$ -
<b>OPHI</b>				
SM allocation for each fiscal year				\$ -
<b>Capital Components</b>				
Rental Housing				\$ -
Homeownership				\$ -
Ontario Renovates				\$ -
<b>Operating Components</b>				
Rental Assistance				
Rent Supplement				\$ -
Housing Allowance - Direct Delivery				\$ -
Housing Allowance - Shared Delivery				\$ -
Housing Support Services				\$ -
<b>SM Administration Fees</b>	<b>% of Allocation</b>			
SM Administration Fees	0%			\$ -
<b>Total OPHI</b>				\$ -
<b>TOTAL PROGRAM ALLOCATION</b>				\$ -







**SCHEDULE G – PROGRAM GUIDELINES**




**Canada-Ontario  
Community Housing  
Initiative (COCHI) &  
Ontario Priorities  
Housing Initiative (OPHI)**

**PROGRAM GUIDELINES**

# Program Guidelines Summary

## Introduction

Ontario's Community Housing Renewal Strategy is a multi-year plan to stabilize and grow Ontario's community housing sector, with the aim of achieving the following outcomes and measures of success:

Strategic Outcomes	Desired Intermediate Outcomes
 <p><b>Increased supply and appropriate mix of affordable and adequate housing</b></p>	<ul style="list-style-type: none"> <li>• Increased non-profit, co-op and municipal affordable rental supply</li> <li>• Housing stock is in better state of repair and meets the housing needs of the people of Ontario</li> <li>• Greater involvement of the private sector to support more opportunities for affordable and mixed-income buildings</li> </ul>
 <p><b>People have improved access to affordable housing and supports that meet their needs to achieve housing stability</b></p>	<ul style="list-style-type: none"> <li>• People are better connected to housing assistance and supports that are responsive to their complex and changing needs</li> <li>• People live in safe and well-maintained housing</li> <li>• People have more choice about their housing and opportunities to participate in the economy and their community</li> <li>• People experiencing homelessness obtain and retain housing</li> </ul>
 <p><b>Improved efficiency of the community housing system to ensure value for money and long-term sustainability</b></p>	<ul style="list-style-type: none"> <li>• Improved system and inter-ministerial coordination to better identify and respond to people's needs</li> <li>• Improved system management and provider sustainability to better provide a range of housing options</li> <li>• Increased administrative efficiency</li> <li>• Reduced pressure on other service systems including health, social services, emergency, criminal justice</li> </ul>

Over time, the Community Housing Renewal Strategy will help Ontarians be more connected to housing assistance and supports that better meet their needs, live in safer and well-maintained buildings, find housing more easily, and have more opportunities to participate in the economy and their community.

The Community Housing Renewal Strategy is complemented by the Housing Supply Action Plan, which is focused on enhancing housing affordability in the broader housing market. Creating more housing, of the types and sizes people need, will help make home ownership and renting more affordable and give people more choice.

Together, Ontario's Community Housing Renewal Strategy and the Housing Supply Action Plan demonstrate the government's commitment to supporting the creation of housing that responds to all Ontarians' needs, across all incomes.

Leveraging the nine-year (2019-20 to 2027-28) federal government investments under the National Housing Strategy is important to achieving the goals and objectives of Ontario's Community Housing Renewal Strategy.

On April 30, 2018, Ontario and the Canada Mortgage and Housing Corporation signed a Bilateral Agreement regarding the National Housing Strategy. This agreement provides an opportunity to align federal funds with Ontario's Community Housing Renewal Strategy priorities.

The Bilateral Agreement defines community housing:

- Community-based housing that is owned and operated by non-profit housing corporations and housing co-operatives or housing owned directly or indirectly by provincial, territorial or municipal governments or district social services administration boards and includes Social Housing.

For the purposes of these programs, in Ontario, social housing is defined as follows:

- A project listed as a "Transferred Housing Program" in Schedule 1, Regulation 367/11 of the *Housing Services Act, 2011*.

Consistent with the Community Housing Renewal Strategy, the nine-year National Housing Strategy investments will be delivered in three three-year funding periods:

- Phase I - (2019-20 through to 2021-22)
- Phase II - (2022-23 through to 2024-25)
- Phase III - (2025-26 through to 2027-28)

These guidelines set out the parameters for Phase I for the following two National Housing Strategy funding streams:

- Canada-Ontario Community Housing Initiative (COCHI) - to protect affordability for households in social housing, to support the repair and renewal of existing social housing supply, and to expand the supply of community housing over time.
- Ontario Priorities Housing Initiative (OPHI) - to address local housing priorities, including affordability, repair and new construction.

COCHI funding represents a re-investment of federal funding that has been declining under the Canada-Ontario Social Housing Agreement. It provides an opportunity for Service Managers and housing providers to address the challenges associated with projects reaching the end of their operating agreements and/or mortgage maturity. The Province recognizes the significant challenges that Service Managers face in maintaining this important supply of community housing.

OPHI is modelled after similar, previous affordable housing programs, with the most recent being the Investment in Affordable Housing Program Extension (IAH-E). There are a number of additional features in this program, including the addition of a support services component and the eligibility of social housing under Ontario Renovates.

There will be an opportunity to review program priorities and desired outcomes prior to the second and third funding periods. The Ministry intends to undertake a review of the



early experience with program take-up and release updated/revised guidelines in 2021 to align planning for implementation beginning in April 2022.

## COCHI and OPHI Program Parameters

Although COCHI and OPHI are separate programs under the Bilateral Agreement, they are designed to share as many common elements as possible.

Service Managers are encouraged to view COCHI and OPHI as companion stackable programs as there are common eligibility parameters, e.g., repair under the COCHI Capital Component and OPHI Ontario Renovates Component, and rent supplements under the COCHI Operating Component and OPHI Rental Assistance Component.

COCHI and OPHI funding under the Bilateral Agreement cannot replace or displace any level of municipal spending in place on or before March 31, 2018.

### Uses of Funding

The Bilateral Agreement sets out the following broad uses of funding for COCHI and OPHI, which will assist in achieving the goals of Ontario's Community Housing Renewal Strategy:

Capital Expenditures	COCHI	OPHI
New Supply	✓ Social Housing	✓ <ul style="list-style-type: none"> <li>• Affordable Rental New Construction</li> <li>• Affordable Rental Acquisition and/or Rehabilitation</li> <li>• Affordable Rental Conversion</li> <li>• Social Housing</li> <li>• Affordable Homeownership</li> </ul>
Repair	✓ Social Housing	✓ <ul style="list-style-type: none"> <li>• Affordable Ownership Housing</li> <li>• Affordable Rental Housing</li> <li>• Social Housing</li> </ul>
Homeownership Down Payment Assistance	✗	✓
Operating Expenditures		
Rent Supplements	✓	✓
Housing Allowances	✗	✓
Support Services*	✗	✓
Transitional Operating Funding for Housing Providers	✓	✗

\*Please refer to Appendix D for a non-exhaustive list of eligible support services.

### *Ontario Targets to be Achieved*

The Bilateral Agreement includes nine-year targets agreed to by the Province and the Canada Mortgage and Housing Corporation. Funding under the Bilateral Agreement is to be used to ensure that the same number of units under the Canada-Ontario Social Housing Agreement in place as of April 1, 2019 will continue to be offered as community housing over the period of 2019-20 to 2027-28.

In addition, the Bilateral Agreement requires the preservation of Urban Native Housing (UNH) units to ensure there is no net loss of units with adequate rental affordability and that retained units will be improved through repair and/or capital replacement. The Ministry recognizes that UNH units may well require operating/rent-geared-to income (RGI) subsidies on an on-going basis.

Ontario and the Canada Mortgage and Housing Corporation agreed to the following baseline numbers:

- 131,063 Social Housing units, of which 95,109 are low-income;
- Of the total number of Social Housing units, 1,452 are UNH, with all 1,452 units being targeted as low-income.

### **Scope of the Guidelines**

These Program Guidelines describe the program priorities and requirements for COCHI and the program components and requirements of OPHI for the first three-year period (2019-20 to 2021-22) of the National Housing Strategy investments.

In alignment with the phased approach of the Community Housing Renewal Strategy, the nine-year National Housing Strategy investments will be delivered in three three-year phases. At the end of each phase, program achievements will be reviewed and assessed, and if necessary, program priorities for the following three-year period will be adjusted.

Please note that the Program Guidelines may be updated on an as needed basis and any changes will be communicated to the Service Managers.

### **Role of the Service Manager**

Service Managers are responsible for:

- Entering into a Transfer Payment Agreement with the province
- Completing and updating an Investment Plan outlining how their confirmed and planning funding allocations will be used under COCHI and OPHI
- Developing application processes for COCHI and OPHI, if applicable
- Selecting, recommending, and where applicable, approving projects
- Entering into funding agreements with housing providers/proponents/landlords/service providers/recipients

- Advancing payments to proponents, housing providers, service providers or recipients based on agreed upon payment schedules
- Monitoring projects to ensure timely completion and occupancy
- Fulfilling reporting requirements as per the Transfer Payment Agreement
- Adhering to indemnification provisions as per the Transfer Payment Agreement
- Preventing and resolving issues for projects that encounter difficulties
- Participating in communication events pertaining to the National Housing Strategy as per the Communications Protocol Requirements outlined in Schedule F of the Transfer Payment Agreement.

Service Managers retain all responsibility for the delivery of COCHI and OPHI even if third party delivery agencies or providers are engaged.

The Ministry is available to assist Service Managers with the implementation of COCHI and OPHI. For any questions or more information, Service Managers are encouraged to e-mail [HousingProgramsDelivery@Ontario.ca](mailto:HousingProgramsDelivery@Ontario.ca).

## **Transfer Payment Agreement**

One Transfer Payment Agreement will govern the responsibilities of Service Managers for both COCHI and OPHI.

Service Managers will enter into a Transfer Payment Agreement with the province to participate in COCHI and OPHI. The Transfer Payment Agreement contains an accountability framework between the province and Service Managers and outlines the roles and responsibilities of the Service Manager.

The Transfer Payment Agreement outlines:

- Financial provisions (i.e. administration fees, payment dates and financial accountability)
- Eligibility criteria
- Indemnification and repayment provisions
- Risk management protocols for projects facing difficulties
- Reporting and other accountability provisions
- Other requirements (e.g. French Language Services).

Transfer Payment Agreements should be signed by no later than September 15, 2019 to ensure that Service Managers receive program funding in a timely manner.

## **Investment Plan, Reporting and Monitoring Approach**

### **Investment Plan**

To balance Service Manager flexibility and the province's need to be accountable to the Canada Mortgage and Housing Corporation for spending under the Bilateral Agreement, Service Managers will be required to develop an Investment Plan.

The Investment Plan will be used as the main budget setting and quarterly reporting tool.

The Investment Plan will outline how the annual COCHI and OPHI funding allocations will be used over the first three-year funding period (2019-20 to 2021-22). Investment Plans must be Council/Board (or delegated authority) approved. The Ministry will review the Investment Plans to ensure consistency with the Bilateral Agreement and Program Guidelines.

As part of developing the Investment Plan, the Ministry's expectation is that Service Managers will consult with community housing providers within their service areas to determine their needs and requirements to promote long-term sustainability and viability. The Ministry acknowledges that timing for the 2019-20 fiscal year may not allow for extensive consultation and planning.

The Investment Plan is intended to be a concise document that identifies:

- The COCHI and OPHI components the Service Manager will deliver in each year of the program and how the selected components address the needs identified in the Service Managers' Housing and Homelessness Plan;
- How, in the COCHI and OPHI capital components, Service Manager decisions will reflect value for money and prudent use of public funds;
- The number of units expected to be created and repaired and households to be assisted under the selected COCHI and OPHI components in each year of the program;
- The amount of funding from each year's funding allocation to be used for the COCHI and OPHI selected components, and the projected and actual commitments on a quarterly basis;
- The timing and method of the distribution of COCHI and OPHI funds on a project-level;
- Any targeted vulnerable sub-populations under the selected program components, according to the groups defined under the National Housing Strategy<sup>1</sup>, as applicable; and,
- The amount of funding from each year's funding allocation to be used for administration.

In addition to the Implementation Plan, there is a COCHI Sustainability Plan that illustrates how the selection of projects will support the Community Housing Renewal objective of COCHI. Service Managers are required to list the specific projects they intend to fund with their COCHI allocation to ensure that only housing providers that demonstrate long-term sustainability receive this funding. This plan must be Council/Board (or delegated authority) approved. Although the submission of the

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<sup>1</sup> NHS vulnerable sub-populations: Seniors, Indigenous peoples, persons with disabilities, women and girls, particularly those fleeing situations of domestic violence, veterans, visible minorities, refugees, people suffering from mental illness or substance dependence, individuals and families experiencing homelessness.

COCHI Sustainability Plan is mandatory, payments will not be contingent on its submission. Please refer to Schedule I of the Transfer Payment Agreement.

### Reporting

The Investment Plan will also serve as the baseline reporting tool to enable the province to monitor program achievements and to report back to Canada Mortgage and Housing Corporation per the Bilateral Agreement. As such, Service Managers will be required to provide quarterly updates to the Investment Plan.

The Ministry is committed to achieving streamlined reporting requirements across all transfer payment programs to minimize administrative burden and maximize the focus on achieving outcomes, while providing necessary accountability for the expenditure of government funds. In the case of the COCHI and OPHI programs, the Ministry must meet minimum requirements in order to access federal funding and must work towards progressively meeting the full requirements of Canada Mortgage and Housing Corporation, as outlined in the Bilateral Agreement, for reporting to the federal government. The Ministry is also committed to working with Service Managers and Canada Mortgage and Housing Corporation towards a streamlined and efficient reporting approach.

Service Managers are required to provide the following information in the Investment Plan for all components under COCHI and OPHI:

- Details on initial budget by component for both COCHI and OPHI (see above);
- For applicable components, an initial projection of how funding will be disbursed by quarter;
- Quarterly updates on actual disbursements to date (this will include a comparison of initial projected disbursements to actual disbursements);
- Changes to the budget by component;
- Narrative information;
- Project level details; and
- Performance measures (e.g., targets).

The details identified in the Investment Plan will help to inform quarterly payments made by the Ministry, progress on spending, and targets. This information will then be used to update reports such as the Progress Reports and Quarterly Claims required by Canada Mortgage and Housing Corporation under the Bilateral Agreement.

The province is required to submit an Annual Audited Statement of Disbursements to the Canada Mortgage and Housing Corporation for each fiscal year. The information provided through the year-end Investment Plan due to the Ministry each May 31, will be aggregated at the provincial level, audited and presented to the Canada Mortgage and Housing Corporation as part of the Annual Audited Statement of Disbursements requirement under the Bilateral Agreement.

Please note there are other reporting requirements for components under COCHI and OPHI that are specified under each component in the Program Guidelines.

The initial Investment Plan for 2019-20 must be submitted to the Ministry for review no later than September 15, 2019.

The Supplemental COCHI Sustainability Plan may be emailed directly to [HousingProgramsDelivery@Ontario.ca](mailto:HousingProgramsDelivery@Ontario.ca), by no later than December 15, 2019.

Service Managers are required to update their Investment Plans and include details on progress (i.e. actual disbursements against projected disbursements) and revised forecasts per the schedule below:

Due Date	Description	Purpose
September 15, 2019	Initial Investment Plan to Ministry due. Includes: <ul style="list-style-type: none"> <li>• Budget by component for both COCHI and OPHI</li> <li>• For applicable components, projected disbursements by quarter for both COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• Provides a budget breakdown by component for COCHI and OPHI to be input into the Transfer Payment Hub System (formerly known as Grants Ontario) for program spending requirements</li> <li>• The forecast spending by quarter allows the Ministry to know how to flow quarterly payments</li> </ul>
December 15, 2019  Q3 Report	Updates to the Investment Plan. Includes: <ul style="list-style-type: none"> <li>• Year-to-date (YTD) actual disbursements for both COCHI and OPHI</li> <li>• Projected disbursements for remainder of the year for COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• YTD information allows for program monitoring</li> <li>• Projected disbursements for remainder of the year allows for updated payment information</li> </ul>
February 15, 2020  Q4 Report	Updates to Investment Plan. Includes: <ul style="list-style-type: none"> <li>• YTD actual disbursements for both COCHI and OPHI</li> <li>• Projected disbursements for February and March for both COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• Actual and projected disbursement information is required for program monitoring and to ensure full take-up of available funding</li> </ul>

May 31, 2020	<p>Final year-end reporting to Investment Plan. Includes:</p> <ul style="list-style-type: none"> <li>• Updated actual disbursements for Fiscal Year 2019-20 for both COCHI and OPHI</li> <li>• Any other updates if necessary</li> </ul> <p>Report confirming continued compliance with the French Language Services (FLS) requirements.</p>	<ul style="list-style-type: none"> <li>• Allows the Ministry to complete final reconciliation</li> <li>• The final information will be used to form the Annual Audited Statement of Disbursements requirement of CMHC</li> <li>• FLS reporting is to comply with provincial legislation</li> </ul>
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The Investment Plans for 2020-21 and 2021-22 must be submitted to the Ministry according to the following schedule:

Due Date	Description	Purpose
February 15, 2020 and 2021	<p>Initial Investment Plan Year 2 and 3 to Ministry for review. Includes:</p> <ul style="list-style-type: none"> <li>• Budget by component for both COCHI and OPHI</li> <li>• For applicable components, projected disbursements by quarter for new fiscal year for both COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• Provides a budget breakdown by component for COCHI and OPHI to be input into TP Hub System for program spending requirements</li> <li>• The forecast spending by quarter allows the Ministry to monitor progress</li> </ul>
September 15, 2020 and 2021  Q2 Report	<p>Updates to the Investment Plan Year 2 and Year 3 include:</p> <ul style="list-style-type: none"> <li>• YTD actual disbursements for both COCHI and OPHI</li> <li>• Projected disbursements for remainder of the year for both COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• YTD information allows for program monitoring</li> <li>• Projected disbursements by quarter allows for updated payment information</li> </ul>
December 15, 2020 and 2021  Q3 Report	<p>Updates to the Investment Plan Year 2 and Year 3 include:</p> <ul style="list-style-type: none"> <li>• YTD actual disbursements for both COCHI and OPHI</li> <li>• Projected disbursements for remainder of the year by quarter for both COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• YTD information allows for program monitoring</li> <li>• Projected disbursements for remainder of the year allows for updated payment information</li> </ul>

<p>February 15, 2021 and 2022</p> <p>Q4 Report</p>	<p>Investment Plan Update Year 2 and Year 3:</p> <ul style="list-style-type: none"> <li>• YTD actual disbursements for both COCHI and OPHI</li> <li>• Projected disbursements for February and March for both COCHI and OPHI</li> </ul>	<ul style="list-style-type: none"> <li>• Actual and projected disbursement information is required for program monitoring and to ensure full take-up of available funding</li> </ul>
<p>May 31, 2021 and 2022</p>	<p>Final year-end reporting on Investment Plan Year 2 and Year 3. Includes:</p> <ul style="list-style-type: none"> <li>• Updated actual disbursements for fiscal year 2020-21 and 2021-22 for both COCHI and OPHI</li> <li>• Any other updates if necessary</li> </ul> <p>Report confirming continued compliance with the French Language Services (FLS) requirements.</p>	<ul style="list-style-type: none"> <li>• Allows the Ministry to complete final reconciliation</li> <li>• The final information will be used to form the Annual Audited Statement of Disbursements</li> <li>• FLS reporting is to comply with provincial legislation</li> </ul>

**Monitoring**

The quarterly updates to the Investment Plan will also serve as the tool for the Ministry to monitor program progress. Although payments will be made up-front based on the projected disbursements in the Investment Plan, the Ministry will use the information provided in the quarterly updates to the Investment Plan to adjust quarterly payments to reflect Service Manager needs.

**Funding Commitments**

Funding allocations are provided on a “use it or lose it” basis. For operating components, all funds must be disbursed to the recipient in the program year in which the funding was committed.

Funds not committed by the required timelines may be reallocated to other Service Managers as funding from one year cannot be allocated by the Province to future years. Realignment to other Service Managers will help to maximize federal funding received in one year to reach overall desired program outcomes. Details on what constitutes a commitment are provided in the subsequent COCHI and OPHI sections.

As part of the Bilateral Agreement, the Province is required to provide the Canada Mortgage and Housing Corporation with project level details for both capital and



operating expenditures under COCHI and OPHI. If this information is not provided to the Ministry by the key dates identified, Service Managers risk losing funding as per the “use it or lose it” provision.

## **Payments**

Where applicable and unless otherwise stated in the Program Guidelines, the Ministry will provide quarterly payments based on the information requested through the Investment Plan.

Generally, payments to Service Managers will be made on a quarterly basis as follows:

- April 15;
- July 15;
- October 15; and
- No later than March 1.

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These dates may be adjusted within 2019-20.

## **Administration Costs**

Service Managers may use up to five percent of each of their annual COCHI and OPHI funding allocations to assist with the administration costs for delivering the respective initiatives. Service Managers are responsible for determining the amounts required by program year and identifying these amounts in their Investment Plans.

Service Managers are encouraged to reduce their administration costs below 5 percent to provide more funding to program recipients.

Administration costs will be paid to Service Managers quarterly based on the annual Investment Plan.

## **French Language Services**

Service Managers providing a service to the public in connection with COCHI or OPHI and that have an office (including the offices of sub-contractors) located in or serving a designated area must:

- Ensure services are provided in French; and,
- Make it known to the public (through 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 initiatives are available in French.

The list of designated areas can be found in Appendix A.

Service Managers are required to submit annual French Language Services Reports confirming their continued compliance with the French language services requirements,

by May 31 of each year so that it aligns with the final year-end reporting.

## Environmental Assessment

Projects approved under COCHI and OPHI are subject to the *Canadian Environmental Assessment Act 2012* ("CEAA 2012"). Service Managers are required to check for compliance of the CEAA 2012 and provide confirmation to the Ministry. Please refer to Appendix B for the CEAA 2012 checklist. CEAA 2012 compliance does not apply to the Homeownership, Rental Assistance, or Housing Support Services components of OPHI or the operating component of COCHI.

## Communications Protocol

Service Managers participating in COCHI and OPHI must agree to adhere to the Canada Mortgage and Housing Corporation-Ontario Bilateral Agreement – Communications Protocol. This is to ensure open, transparent, effective and proactive communications with citizens through ongoing public information activities that recognize the contributions of each party.

## Important Dates

Date	Description
September 15, 2019 <i>For 2019-20 only</i>	<ul style="list-style-type: none"> <li>• Transfer Payment and Investment Plan due to ensure timely quarterly payments</li> </ul>
September 15, 2020 and 2021  Q2 Report	Updates to the Investment Plan. Includes: <ul style="list-style-type: none"> <li>• Year-to-date actual disbursements for both COCHI and OPHI</li> <li>• For applicable components, projected disbursements for remainder of the year for both COCHI and OPHI</li> <li>• <b>Note:</b> <i>Service Managers have until September 15 to formally request transfers of funding between Capital and Operating components, and vice versa, within each of the COCHI and OPHI allocations. This allows time for the Ministry to seek the necessary approvals to move funding to align with Service Manager needs.</i></li> </ul>
December 15, 2019, 2020 and 2021  Q3 Report	Updates to the Investment Plan. Includes: <ul style="list-style-type: none"> <li>• Year-to-date actual disbursements for both COCHI and OPHI</li> <li>• For applicable components, projected disbursements for remainder of the year for both COCHI and OPHI</li> </ul>

December 31, 2019, 2020, 2021  OPHI Rental Component only	<ul style="list-style-type: none"> <li>• Final day to input Contribution Agreements into Transfer Payment Hub System and to commit funding</li> <li>• <i>If Contribution Agreements not in system, the respective funding allocation may be reallocated to another Service Manager</i></li> </ul>
January 30, 2020, 2021 and 2022	<ul style="list-style-type: none"> <li>• Final day to input Project Information Forms and, where applicable, Contribution Agreements into Transfer Payment Hub System and to commit funding</li> <li>• <i>If Project Information Forms and Contribution Agreements not in system, the respective funding allocation may be reallocated to another Service Manager</i></li> </ul>
February 15, 2020 and 2021 and 2022	<ul style="list-style-type: none"> <li>• Investment Plan for 2020-21 and 2021-22 funding for both COCHI and OPHI due</li> </ul>
Q4 Report	<p>Investment Plan update Year 2 and Year 3:</p> <ul style="list-style-type: none"> <li>• Year-to-date actual disbursements and projected disbursements for February and March for both COCHI and OPHI</li> </ul>
May 31, 2020, 2021 and 2022	<p>Final year-end reporting on Investment Plan. Includes:</p> <ul style="list-style-type: none"> <li>• Final actual disbursements for each fiscal year for both COCHI and OPHI</li> <li>• The final information will be used to form the Annual Audited Statement of Disbursements</li> <li>• Any other updates if necessary</li> </ul>

\*If any of the above dates fall on a holiday or weekend, the due date is one day before the stated date above.

# Canada-Ontario Community Housing Initiative (COCHI)

## Introduction

When the responsibility for social housing was transferred from the federal to the provincial government in the late 1990s, a distinction was made between social housing projects that were built under programs funded solely by the federal government, and programs that received some form of provincial funding.

Social housing projects that were solely federally-funded retained their original operating agreement and mortgage as required by the Canada-Ontario Social Housing Agreement. This is also the case for units funded through federal rent supplement programs. Together, these units account for approximately 25 percent of the social housing supply in Ontario:

- These projects are owned and operated by non-profits, co-ops, and private landlords (for rent supplements).
- This category also includes Urban Native Housing programs.
- They are governed by the rules and requirements outlined in their original operating agreement; specific requirements vary on an agreement-by-agreement basis.
- After the operating agreement ends, neither the Province nor Service Managers have authority over these projects unless Service Managers and housing providers have entered into some form of agreement that addresses ongoing obligations.

Social housing projects that included provincial funding had their operating agreements voided and their rules transferred to provincial legislation, now the *Housing Services Act, 2011*. These projects account for over 70 percent of the social housing supply:

- Some of these projects are owned and operated by non-profits and co-ops. The remainder are government-owned public housing projects, administered and delivered through municipal Local Housing Corporations.
- Although there are funding formula differences between Local Housing Corporations and non-profit and co-operative housing projects, these projects are governed by rules and procedures detailed in the *Housing Services Act, 2011*.
- These rules include how rent-geared-to-income tenants are selected (through the centralized wait list), how rents are calculated, how the operating subsidy that the

provider receives from the Service Manager is calculated, and how the Service Manager may intervene in provider operations or governance under certain circumstances.

- As these projects are no longer tied to an operating agreement, there is no specific “end date” to the housing provider’s obligations to provide social housing (or to the Service Manager’s responsibility to fund that provider).

While there are numerous challenges facing social housing in Ontario, a key issue is the risk of “losing” community housing supply and the potential impacts on lower-income tenants related to end of operating agreements and mortgages for social housing providers and to the state of good repair.

The Province recognizes that Service Managers are the primary funders of social housing, with financial assistance provided by the federal government through the Canada-Ontario Social Housing Agreement (and in the case of District Social Service Boards, some provincial funding associated with Territories Without Municipal Organization).

The Province also acknowledges the variations in social housing portfolios (e.g. non-profit, co-operative and Local Housing Corporations), demand and local solutions that Service Managers are using now to manage housing needs in their respective areas.

Consistent with the goals of Ontario's Community Housing Renewal Strategy, the Canada-Ontario Community Housing Initiative has been designed to provide a flexible approach to help Service Managers address these issues and modernize the community housing system to move towards greater housing provider sustainability and self-sufficiency.

## **Objective**

The objective of COCHI for the first three years of the program (2019-20 to 2021-22) is to protect tenants in projects with expiring operating agreements/mortgages and to begin to stabilize the supply of community housing through repairs, renovations and operating support. COCHI funding is intended to support social housing providers that can demonstrate their potential for long-term sustainability.

There will be an opportunity to review COCHI program priorities prior to the second and third funding periods.

## **Funding Allocation**

Service Managers have been provided with COCHI funding allocations for the first three years to allow for planning and program implementation. COCHI funding will also be used to support provincial dedicated supportive housing providers and the Rural and Native Housing program.

The annual amount of COCHI funding for Service Managers is primarily determined by the amount required to offset the ongoing annual funding decline from the Canada-Ontario Social Housing Agreement. The Social Housing Agreement funding to be received by Service Managers is published in the *Ontario Gazette*. COCHI funding, however, is different from the Social Housing Agreement funding in that it is provided as a distinct Transfer Payment.

Funding allocations will be provided on a “use it or lose it” basis, as funds are provided by the federal government on the same basis. Funds that are not committed by the required timelines may be re-allocated by the Ministry to other Service Managers. Since funding from one year cannot be allocated by the Province to future years, realignment to other Service Managers would ensure utilization of all available federal funding in each year.

Service Managers are allowed to use up to five percent of their funding allocation for administration costs. Administration costs will be paid out equally on a quarterly basis in the year.

### **Funding Commitments**

The following documentation is required to commit funds under COCHI:

- Operating Component - Commitment letter from the Ministry

**NOTE:** Funding for both COCHI operating components – Rental Supplements and Transitional Operating – must be fully disbursed to the recipient in the program year in which the funding was committed. Funding cannot be extended beyond the program year.

- Capital Component – Approved Project Information Form in Transfer Payment Hub System and either an executed Letter of Agreement or Funding Agreement

### **Reallocation**

To ensure all funds are committed, Service Managers may move funding from one COCHI component to another within the same program year if the original planned commitment for funding cannot be met, as follows:

- If a Service Manager wishes to reallocate funding from the capital component to the operating components, or vice versa, a request for reallocation shall be submitted to the Ministry by September 15 of the applicable year for which the reallocation is requested. The Ministry will attempt to accommodate such requests but cannot guarantee approval.

All annual funding allocations must be committed to projects within the specified timelines in each program year; otherwise, the outstanding funding allocation may be reallocated to other Service Managers. The Ministry will review Service Managers' third quarter Investment Plan updates for each program year to determine whether funding targets will be met and whether reallocation is needed. Any funding remaining to be committed after January 30 of each program year may be re-allocated. Any funding that is re-allocated from a Service Manager will be deducted from that Service Manager's total overall allocation.

## **General Eligibility**

Housing providers/projects are eligible to receive COCHI funding if:

- As of April 1, 2019, Schedule 1, the project was administered within a "Transferred Housing Program" in Schedule 1, Regulation 367/11 of the *Housing Services Act, 2011*.
- At the time of the commitment and use of the COCHI funding for the provider/project, the project is still listed as a "Transferred Housing Program" in Schedule 1, Regulation 367/11 of the *Housing Services Act, 2011*.

Note that housing that was, or is, only within either of the following social housing categories is **not** eligible to receive COCHI funding:

- "Program No 2: Rent Supplement Program" (federal requirements are that COCHI funding be used to support community housing, which does not include private landlords);
- "Program No 9: Rural and Native Homeownership Program" (the Province provides funding to Ontario Aboriginal Housing Services for this program).

## **Uses of Funding**

As outlined in the Bilateral Agreement, COCHI funding is to:

- Be used solely in social housing and community housing;
- Protect, regenerate and expand social housing and to reduce housing need in social housing; and,
- Preserve Urban Native housing units – no net loss of units; retained units improved through repair/capital replacement; and adequate affordability support.

To support Ontario's Community Housing Renewal Strategy, Service Managers are encouraged to use COCHI funding for:

1. Protecting rent-geared-to-income tenants in non-profit and co-operative housing projects with expiring operating agreements/mortgages;
2. Preserving social housing supply through repairs and renovations; and/or
3. Supporting social housing providers that can demonstrate their potential for long-term sustainability through transitional operating funding.

**NOTE:** As per the Bilateral Agreement, COCHI funding cannot be used to offset municipal social housing subsidy expenditures. COCHI funding must be used in addition to existing municipal subsidy social housing expenditures.

## Urban Native Housing

For those Service Managers with Urban Native housing units, there is a requirement that this stock will be prioritized to receive COCHI funding where providers are able and willing to continue. Urban Native housing projects typically have higher repair/renovation needs and most were developed with 100% rent-geared-to-income units.

Of the total number of social housing units in Ontario, 1,452 are Urban Native housing, with all 1,452 units being targeted for low-income households receiving rent-geared-to-income assistance.

The COCHI program requires the preservation of Urban Native housing units to ensure that there is no net loss of units and retained units will be improved through repair, capital replacement as well as through adequate affordability support.

Unlike other social housing providers, Urban Native housing providers are not subject to the rules of the *Housing Services Act, 2011* and have their own operating agreements. In order to help guide Service Managers when working with Urban Native housing providers, the Ministry is requiring Service Managers to follow the principles outlined below:

- Urban Native housing is intended to support individuals in housing need that identify as Indigenous;
- There is a fair and transparent approach for selecting tenants;
- Indigenous governance of Urban Native providers is to be supported and maintained; and,
- Funding is to be used to support culturally safe housing stability for tenants and ongoing viability and sustainability of the provider.



The Ministry acknowledges that operating subsidies for many Urban Native housing projects will likely need to be ongoing (rather than transitional) given that most projects have no market housing units to offset operating costs.

Further guidelines on Urban Native housing may be developed in consultation with housing providers and Service Managers.

### COCHI Operating Components:

Protection for RGI tenants and support for housing providers that can demonstrate their potential for long-term sustainability could take the form of operating funding.

#### *Rent Supplements*

Where operating expenditures are planned, eligible costs could include a rent supplement. A rent supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance.

Service Managers are encouraged to prioritize households residing in social housing and affected by expiring operating agreements and/or mortgage maturity.

Providing rent supplements is intended to promote housing stability for tenants who would otherwise face affordability challenges.

#### *Transitional Operating Funding*

COCHI funding may also be used as a short-term transitional operating subsidy. The expectation is that housing providers would use this funding to address immediate areas of concern with the clear objective of reaching an operational and financial status that does not require an ongoing government subsidy but could transition to a rent subsidy agreement that is not an ongoing subsidy.

For example, transitional operating subsidy funding could help a housing provider to address:

- Asset management planning services, such as building condition audits and technical assessments of significant repairs that must be addressed within identified timelines;
- Business streamlining/operations analysis; and,
- Enabling acquisitions and mergers of housing providers/assets to improve operating efficiencies and economies of scale.

Households paying a rent-geared-to-income rent consistent with the *Housing Services Act, 2011* who are supported through the use of COCHI operating funding will be eligible to meet a Service Manager's Service Level Standard as per the Act.

## COCHI Capital Component:

### *Repair*

Support for community housing providers, including Local Housing Corporations, could take the form of repair and renovation funding.

Where capital expenditures are planned, the Ministry encourages Service Managers to utilize COCHI funding for strategic capital repairs which preserve and extend the functional lifespan of the social housing supply, such as investments based on capital needs identified in current building condition audits and that help support ongoing housing provider sustainability.

Eligible work could include:

- Replacing and/or repairing core building systems, and sub-systems (e.g. heating and/or cooling, leaking roof systems, water issues, structural repairs, etc.); and,
- Carrying out health and safety repairs (e.g., accessibility renovations).

Housing providers/projects that receive funding under the COCHI Capital Component must remain affordable for a ten-year period after the completion of the funded retrofit work, including a minimum of five (5) years during which it will operate as social housing under the *Housing Services Act, 2011*. This requirement applies regardless of any operating agreements or mortgage obligations or agreements between a Service Manager and eligible housing provider.

Service Managers may also utilize OPHI funding for social housing capital repair (please refer to Page 43 for more detail).

## **Project Submission/Approval Process**

### COCHI Operating Components:

Allocations will be committed at the beginning of each program year through a letter from the Ministry based on the projected disbursements identified in the Investment Plan submitted by the Service Manager through the Transfer Payment Hub System.

Service Managers are required to report-back on a quarterly basis and demonstrate program take-up through updates of their actual disbursements in their Investment Plans. Please see Page 7 for details on reporting requirements and due dates.

Once the Ministry has reviewed the annual Investment Plans and the individual social housing projects receiving COCHI operating components funding are approved by the Service Manager, the Service Manager will enter project details into the Transfer Payment Hub System.

*COCHI Capital Component:*

Service Manager funding is provided in the form of a forgivable loan to the housing provider based on the estimated cost of reviewed work items. Service Managers must not reduce existing subsidy payments to social housing providers as a result of COCHI funding.

The Service Manager is responsible for selecting and approving all eligible COCHI projects, monitoring progress and completion of projects, quality of work and for the advancement of funds. Service Managers and housing providers are encouraged to liaise early with building departments to avoid code compliance issues, i.e., building permits, etc.

Service Managers are also responsible for creating and entering into project funding agreements with each eligible housing provider that will receive COCHI Capital Component funding. Repairs must commence within 120 days of signing the funding agreement and completed by the end of the subsequent Fiscal Year, i.e. March 31, 2021 for the 2019-20 funding year. Copies of all financial invoices must be kept for reporting and audit purposes.

Once the Ministry has reviewed the annual Investment Plans and the individual projects are approved by the Service Manager, the Service Manager will enter project details as per the Project Information Form into the Transfer Payment Hub System to commit funding.

The Ministry reserves the right to decline any proposed uses of COCHI funding that are not consistent with the Program Guidelines and the Bilateral Agreement; revision and resubmission may be required.

A minimum of 90 percent of the annual capital component funding allocation must be committed to eligible housing providers by December 31 of each program year. If a Service Manager has not met this threshold, the Ministry reserves the right to reallocate funds to another Service Manager to ensure full commitment of program funding. Any funding remaining to be committed after January 30 of each program year may be re-allocated to another Service Manager.

The Service Manager must not approve a funding request unless the housing provider has agreed to operate the project as per the affordability requirements included on Page 20.

Service Managers must ensure project status is updated and documents are posted in the Transfer Payment Hub System on an on-going basis.

## **Funding Payment Process**

### **COCHI Operating Components:**

The Ministry will provide quarterly payments based on quarterly projected disbursements identified in the Investment Plan.

Funds are transferred electronically to Service Managers. Service Managers must ensure that the Ministry has their latest banking information to receive these funds.

Service Managers advance monthly payments to housing providers upon the signing of housing provider agreements.

### **COCHI Capital Component:**

Service Managers will receive 20 percent of the annual program funding as their first quarter payment based on the repair budget identified in the Investment Plan.

The Ministry will make the remaining 80 percent through subsequent quarterly payments to Service Managers based on the projected disbursements in the Investment Plan.

The primary purpose of the quarterly forecasts in the Investment Plan is to indicate quarterly cash flow requirements over the life of the program, but no later than the end of the subsequent fiscal year. The quarterly cash flow request must be at or close to the time the funds are needed by the housing provider to pay for their relevant expenditures.

Payments to Service Managers will not be based on development milestones of individual projects; Service Managers must flow funds to the housing providers based on pre-established project milestones for their respective projects.

## Reporting

Service Managers will be required to report municipal social housing expenditures that match the annual COCHI allocation provided. The Ministry will work with Services Managers in 2019-20 to confirm reporting format.

### COCHI Operating Components:

COCHI reporting consists of updating and submitting the Investment Plan with Service Manager progress on a quarterly basis. Quarterly reports should be completed and submitted through the Ministry's Transfer Payment Hub System. Please see Page 7 for dates and reporting requirements.

For quarterly updates, Service Managers are required to track disbursements and recipient numbers separately for each stream. Quarterly Investment Plan updates must include the number of occupied units.

Service Managers are also required to track and report on the following information for the social housing projects receiving COCHI funding:

- Landlord agreements and, if applicable, agreements with third-party delivery agencies
- Where a project specifically targets any of the targeted vulnerable sub-populations listed on Page 6.

This reporting ensures compliance with the provisions of the Canada Housing and Mortgage Corporation-Ontario Bilateral Agreement, the Service Manager Transfer Payment Agreement, and other established program parameters.

### COCHI Capital Component:

Service Managers are required to report to the Ministry on the status of each project during its repair, retrofit and regeneration activities. Service Managers must update progress on project activities and payments to housing providers regularly through the Ministry's Transfer Payment Hub System. Service Managers must submit confirmation of construction start and completion for each project in the Ministry's Transfer Payment Hub System.

Service Managers are also required to track and report on the following information for the Social Housing projects receiving COCHI funding through the Project Information Form:

- Where a project specifically targets any of the targeted vulnerable sub-populations listed on Page 6.

Please see Page 7 for dates and reporting requirements.

Service Managers must also monitor compliance with the ten-year affordability period for each project that receives COCHI capital funding. Service Managers are required to file project reports annually to the Ministry for the first three years following project completion. After this period, the Ministry will audit a sample of Service Managers every year. Every Service Manager will be audited at least once over the remaining seven years of the affordability period.

# Ontario Priorities Housing Initiative (OPHI)

## Program Components

OPHI offers the following program components to Service Managers:

- Rental Housing component
- Homeownership component
- Ontario Renovates component
- Rental Assistance component
- Housing Support Services component

Details on each component are included in these Guidelines.

Service Managers have the flexibility to select the components they will deliver each year using their OPHI approved and planned annual funding allocations. Planned commitments and projected take-up for selected program components must be identified in each Service Manager's Investment Plan – see page 5.

## Funding Allocations

Service Managers have been provided with their approved funding allocation for Year 1 and planning allocations for Years 2 and 3 of OPHI. Allocations are based on the Service Manager's share of all households in Ontario and their share of Ontario households in core housing need equally weighted.

The Ministry will work with Service Managers who wish to “pool” their annual funding allocations into one fiscal year to facilitate the development of larger projects. In this scenario, the Ministry coordinates a swapping of funding allocations from different fiscal years between Service Managers and ensures each Service Manager maintains their total funding allocations. Requests for swapping should be made as soon as possible by emailing [HousingProgramsDelivery@Ontario.ca](mailto:HousingProgramsDelivery@Ontario.ca).

## Funding Commitments

Funding allocations are provided on a “use it or lose it” basis. Funds not committed by the required timelines may be reallocated to other Service Managers as the swapping exercise described above is the only option available to move funds between program years.

The following documentation is required to commit funds under OPHI:

- Rental Housing – Contribution Agreement, confirmation of security
- Homeownership – Approved project information in Transfer Payment Hub System and Agreement of Purchase and Sale, or Funding/Contribution Agreement with non-profit developer and confirmation of security
- Ontario Renovates – Approved project information in Transfer Payment Hub System, confirmation of security (mortgage or promissory note), either an executed Letter of Agreement or Funding Agreement
- Rental Assistance – Commitment letter from the Ministry
- Housing Support Services – Services Agreement with a Support Services Agency or equivalent, payments for services if applicable

**NOTE:** Funding allocations are provided on a “use it or lose it” basis, since funding from one year cannot be allocated by the Province to future years. Therefore, unlike the previous Investment in Affordable Housing program, funding for both OPHI operating components – Rental Assistance and Housing Support Services – must be disbursed in the program year in which the funding was committed. Funding cannot be extended beyond the program year.

### Capital Components

Rental Housing component funding allocations must be committed by December 31 of each program year.

For the Homeownership and Ontario Renovates components, no more than 10% of each component’s funding allocation may be planned for take-up in the fourth quarter of the respective program years. A minimum of 90% of the annual funding allocations for each component must be committed by December 31 of each program year. Notwithstanding the above, any funding that remains to be committed by January 30 of each program year may be reallocated to other Service Managers.

### Operating Components

Allocations for the Rental Assistance component will be committed at the beginning of each program year through a letter from the Ministry based on the projected disbursements identified in the Service Manager’s Council-approved Investment Plan. Housing Support Service funding will be committed based on the submission of Services Agreements (or equivalent if delivered directly by the Service Manager)

Service Managers who directly deliver the Rental Assistance component and/or the Housing Support Services component are required to report on program take-up through their quarterly Investment Plan updates. The Ministry will provide quarterly



payments to Service Managers based on projected disbursements. Service Managers will be required to provide copies of rent supplement Landlord Agreements and Services Agreements under the Housing Support Services component to demonstrate program take-up.

## **Reallocation**

To ensure all funds are committed, Service Manager's may move funding from one OPHI component to another within the same program year if the original planned commitment for funding cannot be met, as follows:

- Funding originally planned for the capital components (Rental Housing, Homeownership and the Ontario Renovates) can be reallocated within these components
- Funding originally planned for the Rental Assistance component's Rent Supplement stream and Housing Allowance Direct Delivery stream, or the Housing Support Services component can be reallocated within these streams/components (for more information on delivery streams please refer to Page 47)
- No funding can be moved to the Housing Allowance Shared Delivery stream from the other OPHI components, or vice versa
- If a Service Manager wishes to reallocate funding from the capital components to either the Rental Assistance Component's Direct Delivery Streams or the Housing Support Services component, or vice versa, a request for reallocation shall be submitted to the Ministry by September 15 of the applicable year for which the reallocation is requested. The Ministry will attempt to accommodate such requests but cannot guarantee approval.

Under the capital components, all annual funding allocations must be committed to projects within the specified timelines in each program year; otherwise, the outstanding funding allocation may be reallocated to other Service Managers. The Ministry will review Service Managers' third quarter Investment Plan updates for each program year to determine whether funding targets will be met and whether reallocation is needed. Any funding remaining to be committed after January 30 of each program year may be reallocated. Any funding that is reallocated from a Service Manager will be deducted from that Service Manager's total overall allocation.

## Rental Housing Component

The Rental Housing component will:

- Increase the supply of community rental housing for households on, or eligible to be on, social housing waiting lists.
- Ensure that safe, adequate and affordable rental housing is available to Ontario households.

### Eligibility Criteria - Projects

Eligible projects must be non-profit/municipal/co-operative developments or partnerships, and be one of the following:

- New construction, including additions and extensions
- Acquisition and, where required, rehabilitation of existing residential buildings to maintain or increase the affordable rental housing stock
- Conversion of non-residential buildings or units to purpose-built rental buildings/units

Social housing redevelopment which involves building new affordable rental units/additions on social housing sites is eligible provided that the appropriate ministerial or Service Manager consent, as applicable, is obtained as per the *Housing Services Act, 2011*.

Amendments to the *Housing Services Act, 2011*, effective January 1, 2017, have resulted in changes to consent authorities. Specifically, Service Managers now have consent authority for the transfer of most social housing properties. Please refer to the Guide for Service Manager Consents under the Housing Services Act, 2011 which can be found at: <http://www.mah.gov.on.ca/AssetFactory.aspx?did=15950>.

Projects that are **not eligible** include:

- Projects proposed by private sector proponents without non-profit/municipal/co-operative partnership\*
- Secondary suites in owner-occupied housing (eligible under the Ontario Renovates component)
- Nursing and retirement homes
- Shelters and crisis care facilities
- Owner-occupied housing
- Student residences

\*Canada Mortgage and Housing Corporation has made available other programs – for example, the National Housing Co-Investment Fund – to support the development of affordable units by private developers. The Ministry is interested in focusing OPHI funding on the development of community housing that will provide longer-term public benefit.

## Eligibility Criteria – Units

Units must be modest in size and amenities relative to other housing in the community. Units are expected to be self-contained. Proponents who wish to develop congregate living buildings (rooms with shared living spaces) for supportive housing may be eligible for program funding and should provide a rationale in order to receive funding.

Service Managers may establish size and amenity requirements. If Service Managers do not set size requirements, the following provincial minimum and average size requirements must be used as a guideline for new construction projects.

	Bachelor	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
<b>Minimum</b>	40.0 m <sup>2</sup>	48.7 m <sup>2</sup>	60.4 m <sup>2</sup>	83.6 m <sup>2</sup>	102.2 m <sup>2</sup>
<b>Average</b>	41.8 m <sup>2</sup>	55.0 m <sup>2</sup>	67.4 m <sup>2</sup>	92.9 m <sup>2</sup>	109.2 m <sup>2</sup>

Up to 30% of the total available space may be used for non-residential purposes, including common areas and services used directly with the residential accommodation such as office space for support services providers.

## Project Submission Process

Service Managers will solicit proposals and select Rental Housing projects to recommend to the Ministry for funding approval. All procurement processes must be in accordance with the *Municipal Act, 2001* or the *City of Toronto Act, 2006* (applicable to the City of Toronto).

Service Managers will submit recommended projects for the Ministry's consideration within the allocation set out in their Investment Plans.

Recommended projects shall:

- Be approved by council and/or board based on municipal/board procurement practices and in accordance with the *Municipal Act, 2001* or the *City of Toronto Act, 2006* (applicable to the City of Toronto).
- Be able to sign a Contribution Agreement no later than December 31 of each program year.
- Be able to start construction within 120 days after signing a Contribution Agreement and be completed within four years.
- Be financially viable from a construction and operating cost perspective – based on Service Manager confirmation.
- Meet the current Ontario Building Code and *Canadian Environment Assessment Act, 2012* requirements.
- Have rents that on average for the project are at or below 80% of the Canada Mortgage and Housing Corporation Average Market Rent for the community or

- as approved by the Ministry for a minimum of 20 years (see “Affordability Criteria and Rents” on page 33 for additional details).
- Provide the required equity, if applicable – 4% for partnerships between private sector and non-profit organizations; 0% for non-profit organizations.
  - Address local housing needs and target tenant groups identified in local housing and homelessness plans.
  - Are projected to maximize achievable reductions in energy consumption and greenhouse gas emissions relative to minimum requirements (i.e. meet or exceed the current National Energy Code and Ontario Building Code requirements for new construction; for renovations/repairs, maximize the achievable energy savings where possible when planning work or retrofits).
  - Have an occupancy plan in place to ensure that units will be occupied in a timely manner.

Further, Service Managers are encouraged to give priority consideration to projects that:

- Have Contributions by Others, including the Service Manager, local municipality, and proponent – to be used in partnership with OPHI Rental Housing funding.
- Include family-sized (multi-bedroom) units.
- Are fully accessible and/or have units that are accessible to persons with disabilities.
- Provide community employment benefits including:
  - Work contracts for small and medium-sized businesses
  - Job creation for apprentices, Indigenous Peoples, women in construction, veterans and newcomers to Canada
- Have support service funding in place, if applicable.

Recommended projects for commitment should be submitted to the Ministry up to November 30 of each program year. All projects must be submitted through the Transfer Payment Hub System along with additional project background information such as that contained in Council/board reports.

## **Project Approval Process**

Project approval will be based on construction readiness, ability to meet the program's eligibility criteria, and alignment with the Investment Plan.

Service Managers are required to create and submit Project Information Forms through the Transfer Payment Hub System. Once approved, a project will receive a Conditional Letter of Commitment from the Ministry, which confirms Ministry approval and outlines the steps to take prior to signing a Contribution Agreement.

The Contribution Agreement shall describe legal obligations and reporting requirements for the project. All Service Managers are required to enter into Contribution Agreements directly with proponents.

As funding allocations must be committed for each year of the program, the deadline to execute Contribution Agreements is December 31 of each program year to allow time for reallocation of funds if necessary. Service Managers that have not signed a Contribution Agreement or have not begun construction by the required dates may have their funding reallocated.

## **Funding**

Service Manager funding for the Rental Housing component is provided as a forgivable capital loan.

The OPHI Rental Housing component will fund up to 75% of the pro-rated share of the capital costs of the affordable units. Total capital costs include land, financing, hard (construction) and soft costs but less any HST rebates.

To encourage the development of family-sized units, and in recognition of the variance in costs across the province, per unit funding caps have been eliminated under the OPHI Rental Housing component. Service Managers are encouraged to consider factors such as unit bedroom size, unit type (e.g., low-rise apartment, high-rise apartment, townhouse), or geographic location of the project within the Service Manager's service area when determining project funding amounts. The Ministry, however, will only approve projects that are determined to provide value for public money and are modest relative to other housing in the community.

Service Managers are required to perform their due diligence to ensure that a project is financially viable from a construction cost and on-going operating context, costs per unit are accurate and the program expenditures represent a prudent and best value use of public dollars.

The Ministry, at its discretion, may require an independent analysis to confirm project financial viability.

## **Contributions by Others**

In addition to the mandatory program requirements Service Managers, municipalities and proponents are encouraged to provide additional contributions in order to increase the financial viability of the project and/or to provide deeper affordability for tenants.

Contributions by Service Managers and/or municipalities may include: waiving or reducing development charges, planning approvals application fees, building permit fees, and full property tax exemptions as well as contributions of municipal grants, and municipally-owned land.

Where appropriate, and to avoid the granting of bonuses, a Service Manager will need to ensure that an appropriate policy or program (e.g., Community Improvement Plan (per Section 28 of the *Planning Act*, 1990), Municipal Housing Facilities By-law (per

Section 110 of the *Municipal Act, 2001* – see page 32)) is in place to enable municipal contributions. For additional information on this and other municipal tools and incentives for affordable housing development, please contact the appropriate service manager, municipality, and/or [HousingProgramsDelivery@Ontario.ca](mailto:HousingProgramsDelivery@Ontario.ca) for more information.

Contributions by proponents may include land or cash, including that from fundraising and donations.

## **Payment Process**

The Ministry will advance funding directly to Service Managers, who will be responsible for making project payments to housing proponents. Service Managers will advance funds to proponents based on the completion of construction milestones and compliance with the program requirements.

Funding will be advanced to Service Managers based on the following instalments:

1. 50% at signing of the Contribution Agreement and confirmation of registration of security.
2. 40% at confirmation of structural framing.
3. 10% at confirmation of occupancy, submission of Initial Occupancy Report and submission of an updated capital cost statement in a form acceptable to the Ministry.

The Ministry may consider accelerated payments for projects sponsored by non-profit proponents or acquisition/rehabilitation projects on a case-by-case basis.

All final payments are required to be made within four years of signing the Contribution Agreement, and not later than March 31, 2026. Service Managers are required to ensure that all projects are completed and request the final payment prior to this deadline.

## **Eligible Target Groups**

The Rental Housing component aims to create affordable rental housing for households that are on, or eligible to be on, social housing waitlists. This includes, but is not limited to:

- Seniors
- Persons with disabilities
- Indigenous peoples
- People with mental health or addictions issues
- Survivors of domestic violence
- Those who are homeless or at risk of homelessness
- Recent immigrants
- Working poor
- Veterans
- Racialized groups

## **Income Verification**

Service Managers are required to establish maximum income levels for OPHI-funded Rental Housing units at the time of initial tenancy; however, all households must be on, or eligible to be on, the waiting list for social housing. Service Managers must establish an approach for income verification to ensure that households in need are targeted. Annual income verification is at the Service Manager's discretion.

## **Affordability Criteria and Rents**

Projects approved under the Rental Housing component must remain affordable for a minimum period of 20 years. Affordability is defined as having rents for the project that are at or below 80% of Canada Mortgage and Housing Corporation Average Market Rent at the time of occupancy. Average rent is calculated using actual rents paid by tenants and any rent supplements provided by the Service Manager.

While individual unit rents may be set above or below the 80% threshold, in no instance shall an OPHI-funded Rental Housing unit have a rent that is greater than the Canada Mortgage and Housing Corporation Average Market Rent for the area.

If Canada Mortgage and Housing Corporation Average Market Rents are not available for certain communities, or in instances where in the opinion of the Service Manager the Canada Mortgage and Housing Corporation Average Market Rents do not reflect the actual average market rents in the local market area, a Service Manager may request an alternate average market rent by submitting a business case including a local market rent survey for the Ministry's consideration.

Projects may include both OPHI Rental Housing and market units, but only units with rents that meet affordability requirements will receive OPHI funding.

If rent supplements are used for OPHI-funded units to provide deeper affordability for tenants, the Service Manager shall ensure total rent received by a Proponent, including rent from the tenant and any rental supplements from the Service Manager or other party shall not exceed 100% of Canada Mortgage and Housing Corporation Average Market Rent. In addition, the total of the rent paid by the tenant and any federal and/or provincially funded rent supplements paid to the proponent must be used to calculate the weighted average rent in a project.

Rent increases after initial occupancy must be made in accordance with rules established in the *Residential Tenancies Act, 2006*. New rental buildings (no part of which was occupied for residential purposes on or before November 15, 2018) are technically exempt from the *Residential Tenancies Act, 2006* rent increase guidelines but are subject to terms and conditions in the Transfer Payment Agreement. The Transfer Payment Agreement states that rent increases follow the *Residential Tenancies Act, 2006* rent increase guidelines but must still remain at or below 100% of

Canada Mortgage and Housing Corporation Average Market Rent and that average rents for the project must not exceed 80% of Canada Mortgage and Housing Corporation Average Market Rent.

The Ministry updates Average Market Rent information on its website annually at [www.mah.gov.on.ca](http://www.mah.gov.on.ca).

## **General Requirements**

The following general program requirements apply to projects approved under the Rental Housing component:

### **Municipal Housing Facility By-law**

- Where appropriate a Service Manager will ensure that a Municipal Housing Facility By-law is available to enable municipal contributions in accordance with the *Municipal Act, 2001* or the *City of Toronto Act, 2006* (applicable to the City of Toronto).
- Where a District Social Services Administration Board (DSSAB) is the Service Manager, collaboration with the appropriate local municipality will be required to ensure a Municipal Housing Facility By-law is available to proponents when deemed necessary.

Note: A Municipal Housing Facilities By-law and Agreements are a tool available under *Section 110 of the Municipal Act, 2001* and *O. Reg 603/06* (among many other tools under the *Municipal Act, 2001* and *Planning Act, 1990*) that may help facilitate municipal contributions and incentives for housing development. It may not always be appropriate and/or required for all housing developments. For more information contact the appropriate Service Manager, municipality, and/or email [HousingProgramsDelivery@Ontario.ca](mailto:HousingProgramsDelivery@Ontario.ca).

### **Municipal Capital Facilities Agreement**

Municipal Capital Facilities Agreements per O. Reg 603/06 may be used by municipalities to create relationships with other parties to deliver municipal facilities. An example of this may involve an agreement between a municipality and a not-for-profit organization in which the municipality provides financial assistance for affordable housing facilities.

Under these agreements, assistance provided by a municipality may include: giving or lending money; giving, leasing or lending property; guaranteeing borrowing; providing the services of employees of the municipality; and/or providing tax exemptions or reductions.



## Construction

- Projects must start construction within 120 days of signing a Contribution Agreement.
- Projects that do not start construction within 120 days of signing a Contribution Agreement may, at the Ministry's discretion, have program funding withdrawn and reallocated to another Service Manager.
- Written confirmation of construction start must be provided to the Ministry.
- Site inspections will be conducted at the discretion of the Ministry.
- Projects must complete construction within four years of signing a Contribution Agreement.

## Equity

- Minimum four percent equity must be provided for projects sponsored by partnerships between private companies and non-profit organizations.
- No equity contribution is required for projects sponsored by non-profit or co-operative housing organizations to encourage participation by these groups in the program.
- Please note that private lenders may have additional equity requirements.

## Municipal Property Tax

- Service Managers/Municipalities are required during the first 20-year affordability period of projects less than seven units to either:
  - Reduce property taxes for Rental Housing projects by setting it at a rate equivalent to, or lower than, the single residential rate for the area; or
  - Provide a grant in lieu of this property tax reduction.

## **Indemnification and Repayment**

There are obligations for all OPHI parties with regard to the indemnification and recovery of government funding. Specific obligations and provisions are included in the Transfer Payment Agreement.

The Ministry has developed the Affordable Housing Program and Investment in Affordable Housing Risk Mitigation Strategies Guide (2012) that provides best practices and clarification on preventing and resolving issues with affordable housing projects that may experience difficulties. The Guide can be found at:

<http://www.mah.gov.on.ca/Asset9886.aspx>.

In cases where an OPHI Rental Housing project encounters difficulties, the risk mitigation strategies outlined in the Guide may assist proponents and Service Managers.

## **Reporting**

In addition to individual project submission through the Transfer Payment Hub System, Service Managers are required to update their Investment Plans with their funding commitment projections under the Rental Housing component on a quarterly basis. Please refer to Page 7 for reporting requirements and due dates. Proponents will be required to report accordingly to their Service Manager.

Quarterly updates to the Investment Plan will be supplemented by regular milestone updates through the Transfer Payment Hub System along with progress reports to the Ministry contacts describing project progress and potential issues of concern that might delay or jeopardize the project.

Service Managers will be required to submit signed project checklists and documentation in the Transfer Payment Hub System as follows:

- Within 130 days after signed Contribution Agreement: first available Building Permit, Confirmation of Construction Start.
- At completion of structural framing: confirmation of structural framing.
- An audited capital cost statement within six months following the initial occupancy date, or such additional time acceptable to the Ministry.

Service Managers are also required to complete and file with the Ministry an Initial Occupancy Report once projects are completed and occupied, and Annual Occupancy Reports for the first three years after project completion. After the first three years, filing of the Annual Occupancy Report is not required although the Service Manager is still required to complete the Annual Occupancy Report and may be requested to submit the report periodically.

This reporting ensures compliance with the provisions of the CMHC-Ontario Bilateral Agreement under the National Housing Strategy and other established program requirements. All reports and updates are to be submitted through the Transfer Payment Hub System, where possible.

## Homeownership Component

The Homeownership component aims to assist low to moderate income renter households to purchase affordable homes by providing down payment assistance in the form of a forgivable loan.

Specific objectives are:

- To provide renter households with an opportunity to move into homeownership.
- To ease the demand for rental housing by assisting renter households to purchase affordable homes.
- To encourage non-profit affordable homeownership developers to build affordable ownership units.

### **NEW FOR OPHI**

Homeownership component funding may be provided to non-profit affordable home ownership providers during the construction phase of affordable ownership units to help providers secure and reduce the cost of construction financing. Funding is limited to \$50,000 per unit and must be secured on title to the lands. Similar to the Rental Housing component, Service Managers would enter into contribution/funding agreements with the proponent to commit the funding.

The associated per unit funding would then be provided to home buyers as down payment assistance at the time of closing of the purchase of the unit. The requirements of the Homeownership component (e.g., eligibility criteria, loan and repayment provisions) outlined below will apply to the down payment assistance.

### **Eligibility Criteria**

To be eligible for down payment assistance, prospective purchasers must:

- Be a renter household buying a sole and principal residence in a participating Service Manager area.
- Have household income at or below the 60th percentile income level for the Service Manager area or the province, whichever is lower (see Appendix C).
- Meet any additional criteria as established and communicated by the Service Manager.

Household income verification is the responsibility of the Service Manager.

Purchasers must be selected and approved through a fair and open process developed by the Service Manager based on local criteria and defined needs specified in the Service Manager's Investment Plan.

## **Purchase Price**

The purchase price of a home must not exceed the average resale price in the Service Manager's area. Service Managers may establish their own maximum house prices, provided they are lower than the average resale price in the Service Manager area. Maximum house prices will be updated on an annual basis and provided by the Ministry.

## **Eligible Unit Types**

Resale or new homes (including conversions from non-residential use that include a new home warranty) are eligible unit types under the Homeownership component.

Homes may be detached, semi-detached, town (condo and freehold), stacked homes, row houses, apartments or other similar built forms approved by the Ministry. Service Managers may also choose to include duplexes as eligible units.

Homes must be modest in size, relative to community norms, in terms of floor area and amenities, as determined by the Province and/or the Service Manager.

Home inspections are required for all resale homes and are strongly recommended for new homes.

## **Eligible Target Groups**

Service Managers are encouraged to address groups identified through their local Housing and Homelessness Plan and give consideration to households residing in social housing but whose incomes have increased and are paying market rent.

## **Education and Training**

Service Managers must ensure education and training on the home buying experience – including financial guidance around the up-front and on-going costs of homeownership – and on the obligations and benefits of being a homeowner are offered to purchasers approved under the Homeownership component.

The Canada Mortgage and Housing Corporation website has a number of tools, worksheets, calculators and guides to assist and inform interested home buyers. This information can be found at <https://www.cmhc-schl.gc.ca/en/buying>.

## **Service Manager Revolving Loan Fund (RLF)**

Creation and maintenance of a dedicated account / revolving fund is a prerequisite of program participation. Service Managers with an already-established Revolving Loan Fund of 20 years are eligible to receive OPHI Homeownership component funding.

Service Managers that do not have a Revolving Loan Fund established will need to ensure that one is created and maintained for at least a 20-year period with the option of phasing out after 15 years.

## **Funding**

Funding is provided as a down payment assistance loan for eligible purchasers. Assistance is forgiven after a minimum of 20 years – the affordability period for the Homeownership component. Service Managers may choose to require a forgiveness period of more than 20 years.

The amount of down payment assistance for each eligible purchaser will be determined by the Service Manager, to a maximum of \$50,000 per eligible unit.

Total funding advanced by each Service Manager must not exceed 10% of the sum of purchase prices for all units acquired by eligible purchasers – other than units acquired from non-profit homeownership providers as they are exempt from this calculation.

If a Service Manager elects to provide less than five percent down payment assistance, the primary lending institution and/or insurance provider may require additional equity to be contributed by the purchaser.

## **Partnerships**

Service Managers may wish to partner with non-profit affordable homeownership providers (such as Habitat for Humanity) in the delivery of the Homeownership component.

## **Funding Commitment**

A minimum of 90% of the annual Homeownership component funding allocation must be committed to eligible purchasers of eligible units by December 31 of each program year. If a Service Manager has not met this threshold, the Ministry may reallocate funds to another Service Manager to ensure full commitment of program funding. Any funding remaining to be committed after January 30 of each program year may be reallocated to another Service Manager.

## **Payment Process**

Service Managers are to provide down payment assistance to eligible purchasers at the time of closing on the purchase of the home; when a mortgage can be registered on title. Please note that OPHI Homeownership component funding may not be used for deposits toward eligible units.

Once an eligible purchaser has been approved by the Service Manager, the required project information – along with a copy of the Agreement of Purchase and Sale – must be submitted to the Ministry through the Transfer Payment Hub System.

Payments to Service Managers will be made within 15 business days of project approval, or within seven days of the closing date of the sale of the unit, whichever is later. All payments must be made to approved home purchasers within four years of the date of commitment, but in any event, no later than March 31, 2026.

#### **NEW FOR OPHI – NON-PROFIT AFFORDABLE HOMEOWNERSHIP DEVELOPERS**

Funding will be advanced to Service Managers in three instalments:

1. 50% at signing of the Contribution Agreement and confirmation of registration of security.
2. 40% at confirmation of structural framing.
3. 10% at confirmation of construction completion.

#### **Conditions for Repayment by Homeowner**

Repayment of the original down payment contribution must be made if the following situations occur while the OPHI Homeownership loan is outstanding:

- The unit is sold or leased.
- The unit is no longer the sole and principal residence of the loan recipient.
- The loan recipient becomes bankrupt or insolvent.
- The loan recipient misrepresented their eligibility for the program.
- The loan recipient used the proceeds of the loan for a purpose other than the acquisition of the unit.
- The death of the loan recipient.

Traditional interest will not be charged on the assistance. The original loan amount and the percentage share of the realized capital gains proportionate to the down payment assistance must be repaid in the above cases. For example, if the purchaser was assisted with five percent of the purchase price, the loan amount plus five percent of any capital gains/appreciation would have to be repaid.

If a unit is sold for less than the original purchase price, the difference between the down payment assistance and the depreciated amount will be repayable.

- Amount payable = Loan – (original purchase price – resale price)

For example, if the down payment assistance was \$10,000 for a home originally purchased at \$100,000 and then sold for \$92,000:

- Amount payable = \$10,000 - (\$100,000 - \$92,000) = \$2,000
- If the same home is sold for \$85,000, the principal shall be forgiven.

The Service Manager must be satisfied that the sale was at fair market value.

If a purchaser chooses to repay the down payment assistance without selling the home within the affordability period, the purchaser is still required to repay the proportionate percentage of any notional capital gain\* as of the date of repayment.

Only the principal amount would have to be repaid in the event of the death of a homeowner prior to the expiry of the affordability period.

Repayments are to be made into the Revolving Loan Fund and redistributed under the Homeownership component in the Service Manager's area.

*\*Notional capital gains will be calculated based on the current fair market value of the home at the time of repayment of the loan. Fair market value shall be based on an independent appraisal acceptable to the Service Manager.*

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## **Canada Mortgage and Housing Corporation**

In support of the Homeownership component, the Canada Mortgage and Housing Corporation will recognize down payment assistance as owner's equity in its underwriting evaluation.

### **Reporting**

Service Managers are required to update their Investment Plan with their approved progress under the Homeownership component on a quarterly basis. Please see Page 7 for reporting requirements and due dates.

In addition, as part of the project submission process, the Service Manager must provide the following information on a per project basis:

- Number of households assisted through the program
- Number of occupants
- Price of unit
- Actual occupancy and closing dates
- Amount of OPHI subsidy

Service Managers are also required to report annually on loan repayments to, and loans funded from, the Revolving Loan Fund.

This reporting ensures compliance with the provisions of the CMHC-Ontario Bilateral Agreement under the National Housing Strategy and other established program requirements. All reports and updates are to be submitted through the Transfer Payment Hub System, where possible.

## **Documentation Required for Records**

Service Managers are responsible for retaining the following documents over the life of the program:

### **Eligibility information:**

- The signed application form, including a declaration that all information is accurate
- The Notice of Assessment for all members of the household
- Copies of photo identification
- Unit eligibility information

### **Loan information:**

- Agreements of Purchase and Sale
- OPHI Homeownership loan agreement
- Mortgage registration documentation
- Title search

### **Payment documents and default actions:**

- Records of all payments and defaults
- Confirmation of compliance with the terms of the Loan Agreement (e.g., letter confirming that the unit remains the sole and principal residence of the eligible purchaser)
- Record of actions taken by the Service Manager and the participant on any defaults



## Ontario Renovates Component

The Ontario Renovates component provides financial assistance to renovate and/or rehabilitate affordable ownership and rental properties including community housing.

The objectives of Ontario Renovates are:

- To improve the living conditions of households in need through financial assistance to repair deficiencies in affordable ownership and rental properties including community housing.
- To foster independent living of seniors and persons with disabilities by providing financial assistance to support modifications and renovations to increase accessibility of affordable rental and ownership properties.
- To increase the supply of affordable rental housing by providing assistance to create secondary suites in existing single-family homes.

The Ontario Renovates component consists of two sub-components:

- a) *Home Repair* to assist low to moderate income homeowner households:
  - Repair their home to bring to acceptable standards while improving the energy-efficiency of the unit.
  - Increase accessibility of their unit through modifications and adaptations.
- b) *Multi-Unit Rehabilitation* to assist:
  - Landlords of eligible affordable rental buildings and community housing providers to rehabilitate units that require essential repairs and/or modify units to increase accessibility.
  - Low to moderate income homeowners to create a new affordable rental unit in an existing single-family home.
  - In repairing, rehabilitating and improving existing shelters.

### General Eligible Activities and Costs

Eligible repairs for Ontario Renovates may include the following activities:

- Repairs and rehabilitation required to bring a home/unit to an acceptable standard while improving energy efficiency. Examples include, but are not limited to:
  - Heating systems
  - Chimneys
  - Doors and windows
  - Foundations
  - Roofs, walls, floors and ceilings
  - Vents, louvers
  - Electrical systems
  - Plumbing
  - Septic systems, well water, and well drilling
  - Fire safety

- Other repairs may be considered, with supporting documentation, at the discretion of the Service Manager
- Remediation for an overcrowded dwelling through the addition of habitable living space.
- Modifications to reduce physical barriers related to housing and reasonably related to the occupant's disability. Examples include, but are not limited to:
  - Ramps
  - Handrails
  - Chair and bath lifts
  - Height adjustments to countertops
  - Cues for doorbells/fire alarms
  - Other modifications may be considered, with supporting documentation, at the discretion of the Service Manager
- Creation of self-contained secondary suites and garden suites for affordable rental purposes.

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

Repairs must commence within 120 days of the date of the funding agreement/letter of agreement. Copies of all financial invoices must be kept for reporting and audit purposes.

## **Energy Efficiency**

The Ministry strongly encourages the use of energy-saving products or systems for the required repairs to housing under the Ontario Renovates component such as ENERGY STAR certified products

## **Ineligible Projects**

The following projects are not eligible for Ontario Renovates funding:

- Retirement Homes, Long-Term Care Homes (including nursing homes), and crisis care facilities.
- Units not subject to the *Residential Tenancies Act, 2006* (except shelters and transitional housing).
- Creation of new rental units (except secondary suites in a single-family home and garden suites on the property lot of a primary residence).

## **Project Submission Process**

The Service Manager is responsible for selecting and approving all eligible Ontario Renovates projects, monitoring progress and completion of projects, quality of work and for the advancement of funds.

Once an eligible project has been approved by the Service Manager, completed project information along with proof of loan security (promissory note or mortgage registration) if required must be entered and approved in the Transfer Payment Hub System to confirm program take-up. The Ministry reserves the right to return an Ontario Renovates project application for revision and resubmission if it is not consistent with the Program Guidelines.

Loans may be secured by promissory notes. If funding exceeds \$25,000, a mortgage registered on title is required upon project completion. Loan security is not required for social housing projects.

Service Managers must confirm that property taxes and mortgage payments are up-to-date. Insurance coverage should be in place for the full value of the home or project.

For *Home Repair* projects, Service Managers must provide a sign-back letter of agreement to each homeowner outlining the scope of work, funding commitment and roles and responsibilities of both the homeowners and the Service Manager.

For *Multi-Unit Rehabilitation* projects, the Service Manager must verify the following additional conditions:

- Certificate of insurance is provided, as appropriate.
- For affordable rental housing projects, the Service Manager and the proponent or homeowner have signed a Funding Agreement, which confirms that:
  - Rental projects must remain affordable for a minimum of 15 years (maintain rent levels at or below Canada Mortgage and Housing Corporation Average Market Rents, and
  - Forgiveness of funding is earned at an equal rate per year for the minimum 15-year period.
- For projects under the *Housing Services Act, 2011*, please refer to COCHI section of the Program Guidelines (Page 14) for program requirements.

Service Managers must ensure project status is updated and documents are posted in the Transfer Payment Hub System on an on-going basis.

## **Funding Commitment**

A minimum of 90% of the annual Ontario Renovates component funding allocation must be committed to eligible homeowners or landlords by December 31 of each program year. If a Service Manager has not met this threshold, the Ministry reserves the right to

reallocate funds to another Service Manager to ensure full commitment of program funding. Any funding remaining to be committed after January 30 of each program year may be reallocated to another Service Manager.

## **Affordability Criteria**

### Home Repair

Under the Ontario Renovates *Home Repair* subcomponent, eligible households must:

- Have a household income at or below the 60<sup>th</sup> income percentile for the Service Manager area or province, whichever is lower. Service Managers are responsible for household income verification. (See Appendix C)
- Own a home that is their sole and principal residence with a market value at or below the average resale price for the Service Manager area as updated annually by the Ministry. In communities where data is non-existent, market values may be determined by the Service Manager.

The Province will supply annual updates to the 60<sup>th</sup> percentile income figures. Service Managers may use these or more restrictive ceilings or figures, such as Household Income Limits (HILs).

### Multi-Unit Rehabilitation

Under the Ontario Renovates *Multi-Unit Rehabilitation* subcomponent, units must be modest relative to community norms in terms of floor space and amenities, with rents at or below the Canada Mortgage and Housing Corporation Average Market Rent for the Service Manager area for the entire loan forgiveness period.

Repairs and upgrades to social housing are eligible. Depending on local needs, Service Managers may wish to complement COCHI capital funding with OPHI Ontario Renovates funding. Please refer to the COCHI section of the Program Guidelines (Page 14).

Renovations to rooming houses are eligible activities for funding under the *Multi-Unit Rehabilitation* subcomponent. Rooming house units must have rents at or below 60 percent of Average Market Rent levels for 1-bedroom units in the Service Manager area.

Renovations and upgrades to existing shelters are eligible under the *Multi-Unit Rehabilitation* subcomponent.

The creation of affordable secondary suites in existing single-family homes or garden suites on the property lot of a single-family home are also eligible activities under the *Multi-Unit Rehabilitation* subcomponent. The household income of the incoming tenant must be at or below the 60<sup>th</sup> income percentile for the Service Manager area or

province, whichever is lower; however, Service Managers may establish more restrictive income limits. Service Managers must establish an approach for income verification to ensure that households in need are targeted. House value and income limits of the homeowner household may be set by, and are at the discretion of, the Service Manager.

## Funding

Funding is provided in the form of a forgivable loan to the proponent / homeowner based on the cost of the work items approved by the Service Manager. Service Managers may vary the amount of funding per unit in order to address local priorities, to a maximum of \$50,000. The average funding across a Service Manager's area must not exceed \$25,000 per unit. Funding for projects must not be greater than the cost of repairs net any HST rebates.

The period of forgiveness for *Home Repair* projects is a minimum of 10 years and for *Multi-Unit Rehabilitation* projects it is a minimum of 15 years, with the exception of social housing projects. Forgiveness is earned at an equal rate per year over the affordability period beginning on the date of repair completion.

Funding for accessibility repairs made to a home and/or unit, up to a maximum of \$5,000 is in the form of a contribution without an affordability period and does not require repayment provided the funds are used for their intended purpose.

The applicant is considered to be in default and any outstanding loan amount must be repaid if the following situations occur:

- The unit or project is sold.
- Rent levels are increased beyond allowable limits.
- Homeowners cease to occupy the unit as sole and principal residence.

If any of the following situations occur, the applicant is considered to be in default and the original loan amount must be repaid:

- Misrepresentation occurs related to eligibility for the program.
- Funding is used for other purposes.

Repayments made to the Service Manager are to be reinvested into Ontario Renovates projects unless otherwise directed by the Ministry.

## Payment Process

For social housing repair projects, please refer to the COCHI section of the Program Guidelines (Page 22) for the payment process for these projects.

The Ministry will transfer funds electronically on a quarterly basis to Service Managers based on their projected planned commitments in the Investment Plan

Once an eligible project has been approved by the Service Manager, a completed project information form along with a promissory note or mortgage registration and funding agreement/letter of agreement must be entered and approved in the Transfer Payment Hub System to confirm program take-up. Repair activities must start within 120 days of the date of the funding agreement/letter of agreement.

Service Managers are responsible for project selection and approval, monitoring progress and completion of projects, quality of work and for the advancement of funds. Repair activities must be completed by the end of the subsequent Fiscal Year, i.e. March 31, 2021 for the 2019-20 funding year. Service Managers must ensure project status is updated in the Transfer Payment Hub System. Should project details – for example, completion dates – not be updated as required, payments to Service Managers may be reduced.

The Ministry will monitor Service Managers' progress under the Ontario Renovates component in the Transfer Payment Hub System throughout the year. In particular, the Ministry will review progress at the end of the third quarter of each program year. Service Managers that have not demonstrated take-up of 90% or more of their yearly Ontario Renovates allocation by December 31 may risk losing their funds. Any funding remaining to be committed after January 30 of each program year will be reallocated to another Service Manager.

## Reporting

For social housing repairs, please refer to the COCHI section of the Program Guidelines (Page 23) for details on reporting requirements for these repairs.

Service Managers are required to update and submit their Investment Plans with their progress under the Ontario Renovates component on a quarterly basis. Please see Page 7 for reporting requirements and due dates.

Service Managers will also be required to prepare and file with the Ministry the following reports:

- Post-Repair Occupancy Report upon the completion of *Multi-Unit Rehabilitation* projects
- Annual Report (includes Annual Occupancy Reports for *Multi-Unit Rehabilitation* projects throughout the affordability period of all Ontario Renovates projects) for the first three years after project completion. After the first three years, filing of the Annual Report is not required although the Service Manager is still required to complete the Annual Report and may be requested to submit the report periodically.

Service Managers are required to create and submit reports through the Transfer Payment Hub System and ensure that Project Information Form and rents are updated on an ongoing basis.

This reporting ensures compliance with the provisions of the CMHC-Ontario Bilateral Agreement under the National Housing Strategy and other established program requirements. All reports and updates are to be submitted through the Transfer Payment Hub System, where possible.

## **Rental Assistance Component**

The objective of the Rental Assistance component is to address affordability issues of households in rental units across the province.

The Rental Assistance component consists of three streams:

- Rent Supplement
- Housing Allowance Direct Delivery
- Housing Allowance Shared Delivery.

A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. Housing Allowance payments may be made directly to landlords where the recipient has chosen this approach and provided written direction and consent.

Service Managers may deliver the Rental Assistance component locally (Rent Supplement or Housing Allowance Direct Delivery) or in partnership with the Province (Housing Allowance Shared Delivery). Under Housing Allowance Shared Delivery, the Ministry of Finance (MOF) provides certain administrative functions that include providing the portable monthly payments directly to eligible households.

Service Managers are allocated funding for the Rental Assistance component at the beginning of each year of the program, based on the commitments for each stream identified in their Council-approved Investment Plans.

- Note: Some Service Managers will continue to have separate concurrent Operating (Rent Supplement and/or Housing Allowance) funding commitments under various initiatives of the Investment in Affordable Housing (IAH) program.

### **Eligible Target Groups**

Service Managers should give priority to households affected by expiring programs (e.g., those living in social housing transitioning out of rent-geared-to-income subsidy, recipients of operating funding under the various iterations of the Investment in Affordable Housing program). Households who are homeless or at risk of homelessness should also be prioritized. Providing housing allowances or rent supplements is intended to promote housing stability for tenants who would otherwise face affordability challenges and potential homelessness.

Service Managers must report on any targeted groups in their Investment Plan updates.

### **Funding Allocations**

Allocations will be committed at the beginning of each program year through a letter from the Ministry based on the planned commitments identified in the Investment Plan.



Service Managers may also contribute their own funding to the Rental Assistance component.

Funding allocations are provided on a “use it or lose it” basis, since funding from one year cannot be allocated by the Province to future years. Therefore, unlike the Operating component of the IAH program, Rental Assistance funding must be fully disbursed to recipients in the program year in which the funding was committed. Funding cannot be extended beyond the program year.

## Monthly Subsidy Amounts

Service Managers must determine amounts to be paid to households (Housing Allowance streams) or landlords on behalf of each household (Rent Supplement stream). To ensure program alignment, Service Managers are encouraged to consider a benefit calculation similar to the calculation under the provincial Portable Housing Benefit Framework.

## Reporting

In the initial Investment Plan, Service Managers are required to break down their Rental Assistance component funding by streams and indicate the subsidy levels and estimated number of units/households to be assisted. Please see Page 7 for reporting requirements and due dates.

### Direct Delivery Streams

Service Managers who participate in the direct delivery streams are required to provide quarterly projected disbursements on the initial Investment Plan and demonstrate program take-up by updating their actual disbursements through their quarterly Investment Plan updates.

Rental Assistance funding must be fully disbursed to recipients in the program year in which the funding was committed. Funding cannot be extended beyond the program year.

OPHI reporting consists of updating and submitting the Investment Plan with Service Manager progress on a quarterly basis. Reports will be completed and submitted through the Transfer Payment Hub System.

For quarterly updates, Service Managers are required to track disbursements and recipient numbers separately for each stream. Quarterly Investment Plan updates must include, in the case of the Rent Supplement stream, the number of occupied units, and in the case of the Housing Allowance stream, the number of eligible households.

Service Managers are also required to track and report on the following information:

- Landlord agreements and agreements with third-party delivery agencies
- Approved applications
- Target groups assisted.

This reporting ensures compliance with the provisions of the CMHC-Ontario Bilateral Agreement under the National Housing Strategy, the Service Manager Transfer Payment Agreement, and other established program parameters.

### Shared Delivery Stream

No quarterly updates are required from Service Managers through their Investment Plan updates for the Shared Delivery stream. Service Managers are provided access to the Ministry of Finance ONT-TAXS Online system to access client information and request reports as required.

## **Payment Process**

### Direct Delivery Streams

The Ministry will provide quarterly payments based on quarterly projected disbursements.

Funds are transferred electronically to Service Managers. Service Managers must ensure that the Ministry has their latest banking information to receive these funds.

Service Managers advance monthly payments to landlords upon the signing of landlord agreements and updated unit occupancy figures. Under the Housing Allowance Direct Delivery stream, Service Managers pay households directly.

### Shared Delivery Stream

The Ministry of Finance administers the Shared Delivery stream on behalf of Service Managers and pays eligible households directly. No funds are transferred to Service Managers. Rather, the Ministry holds back funds from each Service Manager's OPHI allocation as per the Investment Plan, Housing Allowance Shared Delivery stream, for use by the Ministry of Finance to pay recipients.

## **Household Eligibility**

For the purposes of the Rental Assistance component, "household" is defined as any family unit or single individual renting either a self-contained unit or a room in shared accommodation. Households in receipt of social housing rent-geared-to-income subsidy or payments under any other rent support programs are not eligible.

To be eligible for funding under the Rental Assistance component, households must be on, or be eligible to be on, social housing waiting lists and have household incomes that do not exceed the applicable Household Income Limits in the annually amended Ontario Regulation 370/11 under the *Housing Services Act, 2011*.

Service Managers must establish a clear set of rules to determine whether the applicant's household income is at, or below, Household Income Limits. These rules must be in writing and available to the general public.

Service Managers must conduct annual income testing of households to ensure continued eligibility for the Rental Assistance component, but may exempt specific types of households (e.g., seniors with fixed incomes). Service Managers are solely responsible for establishing the necessary rules, forms and procedures to meet this requirement.

### **Unit Eligibility**

Units may be in private buildings or in non-profit and co-operative projects. However, only market rent units in social housing developments are eligible, as program funding cannot be combined with rent-geared-to-income assistance.

#### **Rent Supplement**

Rent Supplement units must be modest as determined by the Service Manager. Self-contained units and congregate living arrangements are both eligible for funding.

Rent supplement units must meet local occupancy standards. Service Managers must establish local occupancy standards and include them in program information available to the general public.

### **Household Income Limits**

If a Service Manager is of the opinion that Household Income Limits in the annually amended Ontario Regulation 370/11 under the *Housing Services Act, 2011* are too low and do not correlate with Canada Mortgage and Housing Corporation's Average Market Rents for their area, they can request in writing modifications to their Household Income Limits by emailing [HousingProgramsDelivery@Ontario.ca](mailto:HousingProgramsDelivery@Ontario.ca).

## **Housing Support Services Component**

Support services are beneficial to tenants who may need extra support – either temporary or permanent – to achieve housing stability. Housing stability results in improved health outcomes, less reliance on other emergency services, while promoting social inclusion. Funding for support services is more cost-effective for Service Managers and the system as a whole.

The objective of the Housing Support Services component is to ensure housing retention, greater self-reliance and social inclusion for tenants.

Service Managers may not exceed five percent of the three-year funding allocation for the Housing Support Services component.

### **Eligibility Criteria**

Housing Support Services component funding can only be used to provide housing support services to eligible tenants in existing social housing, affordable housing units created under previous programs, as well as to those tenants in units established through OPHI.

Service Managers may provide a variety of support services (see Appendix “D” for a sample list of eligible services) to recipients either directly, or through partnerships with external community agencies. Supports funded should help ensure housing retention, greater self-reliance, and social inclusion for tenants. Service Managers are encouraged to work with providers that have familiarity with the addiction and mental health system and, where appropriate, with Ministry of Children, Community and Social Services (MCCSS) regional offices, the Ministry of Health and Long-Term Care and local community agencies that provide supportive housing and homelessness-related services.

### **Funding Allocations**

Service Managers are required to fully disburse their annual allocations – as outlined in their Investment Plans – within each program year. The Ministry may reallocate funds to another Service Manager in instances where allocations are at risk of not being fully disbursed within the relevant fiscal year. Service Managers are required to demonstrate program take-up by updating their actual disbursements through their quarterly updates to their Investment Plans.

## **Reporting**

### **Initial Investment Plan**

In the initial Investment Plan, Service Managers are required to provide projected disbursements for Housing Support Services on a quarterly basis along with the number of households to be assisted.

### **Investment Plan Updates**

On-going Housing Support Services component reporting consists of updating and submitting quarterly updates to the Investment Plan indicating actual disbursements by Service Manager along with number of households assisted. Reports will be completed and submitted through the Transfer Payment Hub System. Please see Page 7 for reporting requirements and due dates.

Service Managers are also required to provide copies of services agreements with community agencies, where applicable, to support the expenditure information included in the quarterly updates. Service Managers may enter into multi-year services agreement with community agencies, however, the agreements must clearly identify the funding requirements for each fiscal year.

This reporting ensures compliance with the provisions of the CMHC-Ontario Bilateral Agreement under the National Housing Strategy and other established program requirements.

## **Payment Process**

The Ministry will provide quarterly payments based on initial quarterly projected disbursements. Funds are transferred electronically to Service Managers. Service Managers must ensure that the Ministry has their latest banking information to receive these funds.

## Appendix A – List of Designated Areas under the French Language Services Act

Service Manager	Designated Area(s)
City of Toronto	All
<b>Central Region</b>	
Regional Municipality of Peel	City of Mississauga; City of Brampton
Regional Municipality of York	City of Markham
County of Simcoe	Town of Penetanguishene; Townships of Tiny and Essa
<b>Eastern Region</b>	
City of Cornwall	County of Glengarry; Township of Winchester; County of Stormont
City of Kingston	City of Kingston
City of Ottawa	All
United Counties of Prescott and Russell	County of Prescott; County of Russell
County of Renfrew	City of Pembroke; Townships of Stafford and Westmeath
<b>Western Region</b>	
Municipality of Chatham-Kent	Town of Tilbury; Townships of Dover and Tilbury East
City of Hamilton	All of the City of Hamilton as it exists on December 31, 2000
City of London	City of London
Regional Municipality of Niagara	City of Port Colborne; City of Welland
City of Windsor	City of Windsor; Towns of Belle River and Tecumseh; Townships of Anderdon, Colchester North, Maidstone, Sandwich South, Sandwich West, Tilbury North, Tilbury West and Rochester
<b>Northeast Region</b>	
Algoma District Services Administration Board	District of Algoma
Cochrane District Social Services Administration Board	All
City of Greater Sudbury	All
Manitoulin-Sudbury District Services Board	District of Sudbury
District of Nipissing Social Services Administration Board	District of Nipissing
District of Parry Sound Social Services Administration Board	Municipality of Callander
District of Sault Ste. Marie Social Services Administration Board	The part of the District of Algoma that is part of the district for the District of Sault Ste. Marie Social Services Administration Board
District of Timiskaming Social Services Administration Board	All
<b>Northwest Region</b>	
Kenora District Services Board	Township of Ignace
District of Thunder Bay Social Services Administration Board	Towns of Geraldton, Longlac and Marathon; Townships of Manitouwadge, Beardmore, Nakina and Terrace Bay

## **Appendix B: Canadian Environmental Assessment Act (CEAA)**

### **Pre-screening Guidelines**

The *Canadian Environmental Assessment Act, 2012* (the “CEAA 2012”) has replaced the *Canadian Environmental Assessment Act, 1992*. Under CEAA 2012, housing-related activities do not currently constitute physical activities as described in the *Regulations Designating Physical Activities*. Accordingly, the Pre-Screening Guideline (the “Guideline”) has been simplified and updated to reflect the provisions of the CEAA 2012 and replaces all previous versions of the Guideline.

Service Managers are required to consider this checklist when recommending project proposals to the Ministry for funding approval. Service Managers must confirm to the Ministry that the proposed project complies with the CEAA 2012, as per Canada Mortgage and Housing Corporation requirements. The answers to the two questions must be “NO” for the CEAA 2012 to be complied with.

- Is the project carried out on federal lands\*?
- Has the project been specifically identified by the Minister of the Environment in an Order Designating Physical Activities?

\*NOTE: “federal lands” includes lands that belong to, or that may be disposed of by, Her Majesty in right of Canada, but does not include lands under the administration and control of the Commissioner of Yukon, the Northwest Territories, or Nunavut.

## Appendix C: Maximum Household Income Level, 2019\*

<b>Service Managers</b>	<b>Income at 60<sup>th</sup> Percentile</b>
Greater Toronto Area**	\$96,000
City of Toronto	
Regional Municipality of Durham	
Regional Municipality of Halton	
Regional Municipality of Peel	
Regional Municipality of York	
City of Brantford	\$88,400
City of Cornwall	\$77,200
City of Greater Sudbury	\$93,800
City of Hamilton	\$90,300
City of Kawartha Lakes	\$82,000
City of Kingston	\$89,200
City of London	\$84,500
City of Ottawa**	\$96,000
City of Peterborough	\$82,900
City of St. Thomas	\$83,600
City of Stratford	\$88,400
City of Windsor	\$86,600
County of Bruce	\$93,100
County of Dufferin**	\$96,000
County of Grey	\$80,200
County of Hastings	\$77,400
County of Huron	\$84,200
County of Lambton	\$91,600
County of Lanark	\$91,400
County of Lennox & Addington	\$87,400
County of Norfolk	\$89,500
County of Northumberland	\$88,700
County of Oxford	\$91,100
County of Renfrew	\$85,200
County of Simcoe**	\$96,000
County of Wellington**	\$96,000
District Municipality of Muskoka	\$86,600
Municipality of Chatham Kent	\$75,500
Regional Municipality of Waterloo**	\$96,000
Regional Municipality of Niagara	\$83,800
United Counties of Leeds & Grenville	\$86,800
United Counties of Prescott & Russell**	\$96,000
Algoma DSSAB	\$72,800
Cochrane DSSAB	\$91,100
Kenora DSSAB**	\$96,000
Manitoulin-Sudbury DSSAB	\$81,800
Nipissing DSSAB	\$79,200
Parry Sound DSSAB	\$77,800
Rainy River DSSAB	\$85,700
Sault Ste. Marie DSSAB	\$80,900
Thunder Bay DSSAB	\$89,200
Timiskaming DSSAB	\$78,600
<b>ONTARIO**</b>	<b>\$96,000</b>

\* Based on Statistics Canada, 2016 Census of Population, indexed to 2018 based on CPI.

\*\* In areas where 60<sup>th</sup> income percentile is greater than the provincial level, the provincial level 60<sup>th</sup> income percentile is used.



## Appendix D: Examples of Eligible Support Services

The types of support services that are eligible to be funded include, but are not limited to, the following:

- Counselling, case management, crisis prevention, harm reduction, and intervention services.
  - Support with physical and cognitive disabilities.
  - Household set-up assistance, including: obtaining personal identification; moving; transportation; basic furnishings; and rent / utility deposits.
  - Development of support service plans, to document recipients' goals, activities, and levels of support to be provided.
- 
- Assistance with maintaining rental tenancy, including information about: rights and responsibilities; tenant-landlord relations and orientations; and information about how to be a good neighbor and crisis intervention / eviction prevention.
  - Assistance with basic needs, including: personal care (e.g., bathing, hygiene, and dressing); exercise; shopping; purchasing food and meal preparation; house cleaning; laundry; money management (e.g., budgeting, banking, financial goals); dispensing medication; and conflict resolution.
  - Assistance with referrals to gain access to services including: income support; employment, job placements, vocational counselling, education, and skills training; parenting courses and child care; legal services; and recreational activities.
  - Assistance with the coordination of opportunities for social engagement and inclusion in community life, including: volunteer experiences; participation in social clubs, organizations, and sports; and transportation to events.
  - Support to connect with peers and strengthen positive relationships with family members and friends.
  - Recruitment and / or employment of staff members and peer support workers to deliver support services to recipients, either on-site or through external community agencies.
  - Community relations worker who connects people experiencing difficulty to the right community-based supports.

Bill No.233  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to delegate the responsibilities of the City contained in Schedule "A" of the Ontario Transfer Payment Agreement for the Ontario Priorities Housing Initiative (OPHI) between The Corporation of the City of London and the Ministry of Municipal Affairs and Housing as it relates to the administrative and development activities for capital development within the Rental Housing Component, to the Housing Development Corporation, London.

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

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

AND WHEREAS it is deemed expedient for the City to delegate its duties contained in Schedule "A" of the Ontario Transfer Payment Agreement between The Corporation of the City of London and the Ministry of Municipal Affairs and Housing as it relates to the administrative and development activities for capital development with the "Rental Housing Component", to the Housing Development Corporation, London;

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

1. The duties of the City as Service Manager contained in Schedule "A" of the Ontario Transfer Payment Agreement for the Ontario Priorities Housing Initiatives between The Corporation of the City of London and the Ministry of Municipal Affairs and Housing, forming a part of By-law A.-\_\_\_\_\_ - \_\_\_\_\_, as it relates to the administrative and development activities for capital development within the "Rental Housing Component", are hereby delegated to the Housing Development Corporation, London, subject to the following:
  - i) the following duties are retained by the City associated with the ongoing operational compliance of proponents and their developments after rent-up of the affordable housing units:
    - a. ongoing compliance reviews and related requirements including the review and submission of any information reports to the Ministry of Municipal Affairs and Housing;
    - b. the completion of the "Proponents Annual Occupancy Report"
    - c. the ongoing review and updating of information in accordance to the "Rental Protocol". The City retains the responsibilities associated with the

- annual review, updating of information, and compliance based on this protocol;
    - d. establishing and signing Contribution Agreement(s) on behalf of the City of London as the Service Manager; and
    - e. advance payments and management of all related financial considerations of the associated Provincial Transfers, with assistance with the City.
  - ii) the Scope of Power of the above-noted delegation includes the following:
    - a. the City may revoke any delegation under this by-law at any time without notice;
    - b. nothing in the delegation shall limit the municipality's right to revoke the delegation beyond the term of council that made the delegation;
    - c. both the municipality and the delegate can exercise the powers delegated under this by-law; and
    - d. any delegation of a duty under this by-law results in the duty being the joint duty of the municipality and the delegate; and,
  - iii) the delegation to the Housing Development Corporation, London is subject to the following condition that the Housing Development Corporation, London shall include within its annual report to the Strategic Priorities and Policy Committee information with respect to the fulfillment of the duties delegated to the Housing Development Corporation, London.
- 2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – June 25, 2019  
Second reading – June 25, 2019  
Third reading – June 25, 2019

Bill No. 234  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A By-law to approve and adopt the standard form Railway Overpass Sign Licence Agreement; and to authorize the Mayor and the 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 subsection 8 (1) of the *Municipal Act, 2001* provides that the powers a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

AND WHEREAS subsection 23.1(1) of the *Municipal Act* authorizes a municipality to delegate its powers and duties to a person or body, subject to certain restrictions set out in the *Municipal Act, 2001*;

AND WHEREAS the City's Sign By-law 2017 S.-5868-183 provides for Regulations for Permanent Third Party Railway Overpass Signs, including section 8.2.1 which provides "No railway overpass sign shall be permitted over the public road allowance unless the sign owner has entered into an agreement with the City and has also satisfied the City's requirement for liability insurance";

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

1. The standard form Railway Overpass Sign Licence Agreement to be entered into between the City, the Property Owner of the railway overpass, and corporations who wish to erect signs on railway overpasses, pursuant to the City's Sign By-law 2017 S.-5868-183, substantially in the form of Schedule 'A' attached to this by-law, is approved and adopted as the standard form for all such agreements.
2. The Chief Building Official or the Deputy Chief Building Official, or their respective written designate, are severally delegated authority to enter the details required to complete each agreement (e.g. date of agreement, name of Sign Owner, location of signs, etc.), and to approve the Railway Overpass Sign Licence Agreement for execution by the Mayor and City Clerk.
3. The Mayor and City Clerk are authorized to execute agreements approved in paragraph 2 above.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – June 25, 2019  
Second reading – June 25, 2019  
Third reading – June 25, 2019

**SCHEDULE 'A'**

**STANDARD LICENCE AGREEMENT FOR RAILWAY OVERPASS SIGNS**

THIS LICENCE AGREEMENT with effect as of the [XX ] day of [XXXXXXXX], 20\_\_

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON

(the "City")  
OF THE FIRST PART

-A N D-

[insert name of railway company]

(the "Property Owner")  
OF THE SECOND PART

-A N D-

[insert name of Sign Owner]

(the "Sign Owner")  
OF THE THIRD PART

WHEREAS the Property Owner represents that it is the registered owner of certain railway overpasses on lands in the City of London, in the County of Middlesex, which abut and cross various streets, in the City of London, County of Middlesex, and being more particularly described in attached Appendix "A";

AND WHEREAS the Sign Owner is desirous of encroaching over City property for the purposes of installing and maintaining railway overpass signs with [INSERT types of sign (e.g. fabric, electronic billboard, etc.)] at railway overpass locations that are more particularly described in Appendix "A" ("encroachments");

AND WHEREAS the Sign By-law 2017 provides that a sign permit is required for the erection, display, substantial alteration or repair of a railway overpass sign;

AND WHEREAS the Sign By-law 2017 provides for Regulations for Permanent Third Party Railway Overpass Signs, including section 8.2.1 which provides "No railway overpass sign shall be permitted over the public road allowance unless the sign owner has entered into an agreement with the City and has also satisfied the City's requirement for liability insurance";

AND WHEREAS the Sign Owner wishes to enter into an agreement with the City to satisfy the requirements of section 8.2.1 of the Sign By-law 2017;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Sign Owner to the City and the Property Owner, the receipt of which is acknowledged, the City grants to the Property Owner and Sign Owner, or any of the Property Owner's and Sign Owner's agents or operators (insofar as the City can legally do so), permission, in the nature of a licence, to encroach upon the City's property in the manner and for the purpose set out above, and in the locations shown on Appendix "A" of this agreement, subject to the limitations and provisos set out as follows:

**Sign Owner Responsible for Construction & Maintenance & Removal**

1. (a) The Sign Owner shall be responsible for the erection and maintenance and removal of the signs constituting the encroachments. The Sign Owner shall maintain the signage in proper condition, including in a safe condition for potential users of the road over which the sign encroaches, and shall be responsible for any repairs or replacement should damage to the signage occur no matter how the damage occurred, and shall be responsible for removing the signs, all to the reasonable satisfaction of the

Chief Building Official and City Engineer. The Sign Owner represents, warrants and covenants that all signs comply with applicable Federal and Provincial laws and regulations, including but not limited to requirements of the *Electricity Act, 1998* and the Ontario Electrical Safety Authority, the *Occupational Health and Safety Act*, and the *Building Code Act*.

### **Indemnification**

(b) The Sign Owner shall indemnify and save harmless the City, its officers, directors, employees, agents and Councillors and the Property Owner, its officers, directors, employees and agents, from and against all claims, actions, losses, expenses, costs or damages of every nature and kind that the City and/or Property Owner may suffer, caused or alleged to be caused by any act, omission or delay whatsoever on the part of the Sign Owner, or its officers, directors, employees, contractors or agents, in connection with this agreement. Notwithstanding any other provision of this agreement, this subsection shall survive termination of the agreement.

### **Encroachment Termination Notice**

2. (1) For one or more of the signs, the City may give the Sign Owner notice of termination of the right of encroachment ("Encroachment Termination Notice") with a copy of such Encroachment Termination Notice to be delivered to the Property Owner, with respect to the signs set out in the Encroachment Termination Notice, for one or more of the following reasons:

- (i) the City in its sole discretion requires the removal of the encroachment for a municipal purpose;
- (ii) the City in its sole discretion requires the removal for the safety of users of the public road allowance;
- (iii) the City in its sole discretion determines that severe damage or destruction of the encroaching structure occurred which renders it reasonably necessary to remove such encroachment;
- (iv) the City in its sole discretion determines that the major renovation or alteration of the structure renders it reasonably necessary to remove such encroachment;
- (v) the City in its sole discretion determines that the Sign Owner no longer meet the requirements in section 5 (Insurance);
- (vi) no sign permit has been issued for the sign within 6 months of the date of this agreement, or the sign permit issued for the sign is revoked, suspended, terminates, or expires and is not renewed; or
- (vii) five years following the effective date of this agreement, Council resolves or passes a by-law indicating the City's intention to terminate the right of encroachment.

### **Removal of sign(s) upon receipt of Encroachment Termination Notice**

(2) (a) The Sign Owner shall ensure that the sign or signs as set out in the Encroachment Termination Notice are removed within 30 days of the giving of the Encroachment Termination Notice, and shall deliver up possession of the encroachment. Such removal shall be at the Sign Owner cost and expense, and shall be done to the satisfaction of the City. In the event that the Sign Owner fails to comply with such obligation, the Property Owner shall undertake such removal within thirty (30) days of receipt of a further notice to remove such signs from the City, without prejudice to the rights of the Property Owner to claim reimbursement for all costs incurred and claim for all damages sustained by the Property Owner. The Property Owner and Sign Owner shall not be entitled to any compensation from the City for such removal.

### **City may remove sign(s)**

(b) In the event the Property Owner or Sign Owner fails to remove the sign or signs as required by subparagraph (2)(a) above, the City may remove the sign or signs (provided it has first obtained any required Work Permit and flagging protection from the Property Owner, issuance of which shall not be unreasonably withheld by the Property Owner) and the cost of said removal shall be a debt owed by the Property Owner and Sign Owner to the City, and a lien upon the Property Owner's lands abutting the encroachment. Notwithstanding any other provision of this agreement, this subsection shall survive termination of the agreement.

### **Sign By-law – removal of signs**

(c) Notwithstanding any other provision of this agreement, the Chief Building Official may order the Sign Owner to remove the sign or bring the sign into compliance with the applicable Sign By-law. The Parties acknowledge that the Sign By-law provisions with respect to sign removal by the Chief Building Official will be applicable.

### **Right of encroachment ceases 30 days after Encroachment Termination Notice**

(3) Where the City gives an Encroachment Termination Notice under this section, the right of encroachment (with respect to the sign or signs as set out in the notice) shall cease 30 days after such notice is given.

### **Termination of Agreement – by City**

(4) (a) Where the City gives an Encroachment Termination Notice under this section, and the sign or signs as set out in the Encroachment Termination Notice have been removed, this agreement shall terminate, subject to the survival of any terms of the agreement.

### **Termination of Encroachment or Agreement - By Property Owner or Sign Owner**

(a) (i) Where the Sign Owner or the Property Owner gives to the City notice of termination of an encroachment of a sign or signs, the encroachment shall terminate when the sign or signs have been removed, subject to the survival of any terms of the agreement.

(ii) Where the Sign Owner or the Property Owner gives to the City notice of termination of the agreement, the agreement shall terminate when all the signs have been removed, subject to the survival of any terms of the agreement.

### **Content of Message on Signs**

3. (a) The Sign Owner shall ensure that the message content of the signage is in compliance with the City's applicable policies and with the City's applicable by-laws regarding signs.

(b) The Sign Owner shall ensure that all advertising contained in the Fabric Signs or Electronic Billboards will not:

- (i) convey any religious messages;
- (ii) present demeaning or derogatory portrayals of individuals or groups;
- (iii) contain anything which, in the light of generally prevailing community standards, is likely to cause offence;
- (iv) advertise adult entertainment services;
- (v) convey any political message; or
- (vi) cover up nor detract from official signs (e.g. highway safety signs including vehicle height restrictions) located on the railway overpass.

(c) The City, in its absolute discretion, reserves the right to disallow signage if the City deems it not to be in the best interest of the community. If the City, in its sole discretion, considers any of the advertising contravenes the provisions of this section, the City shall notify the Sign Owner in writing and the Sign Owner shall ensure removal of the advertisement in question forthwith.

### **Municipal Reserve for Signage Space – [insert sign type e.g. Fabric Signs]**

(d) The Sign Owner shall provide the City with 100% of the signage space for [insert sign type] at [insert location of railway overpass] (on the [insert cardinal direction N S W E] face of railway overpass), and at [insert location of railway overpass] (on the [insert cardinal direction N S W E] face of railway overpass).

### **Municipal Reserve for Privilege Space – Electronic Billboards**

(e) For each Electronic Billboard installed, the Sign Owner shall provide the City, at no cost, with [insert percentage]% of the advertising space for at least [insert length of time] minutes of each hour (the "Privilege Space"), 24 hours per day, 7 days per week. The Sign Owner shall ensure that such Privilege Space is reserved for use by

the City, and that it may be used to promote municipal matters including City programs, municipal collaborators, community groups, events and display real-time public announcements such as Amber Alerts and emergency service messaging. Artwork and production on Privilege Space is the sole responsibility and cost of the City, however the Sign Owner shall assist the City to ensure the City utilizes the correct software and file formats compatible with the Electronic Billboard.

**No rights beyond encroachment**

4. Nothing in this agreement shall be construed as giving to the Property Owner or Sign Owner more than the permission (insofar as the City can give it) to maintain the encroachment on the said road allowance as provided herein. It is agreed that no length of time or of enjoyment by the Property Owner or Sign Owner shall enure to give a right to the Property Owner or Sign Owner to maintain the said encroachment so as to deprive the City by the operation of any limitation period or otherwise of any right to require the removal thereof.

**Insurance**

5. The Sign Owner shall take out and maintain with an insurer licensed to carry on business in Ontario, comprehensive general liability insurance acceptable to the City providing insurance coverage in an amount of not less than \$5,000,000.00, including personal liability, personal injury, broad form property damage, owners' and contractor's protective products and completed operations, contingent employers liability, cross liability and severability of interest clauses for any act or omission either in negligence or in nuisance whether wilful or otherwise on the part of the Sign Owner, its employees, guests, invitees and agents arising in any way howsoever from the construction, repair, maintenance or use of the subject encroachment which results in loss or damage arising from bodily injury to, or death of, one or more persons, and loss of or damage to property. Such policy shall protect the City and the Property Owner from all such claims or actions and shall name the City and the Property Owner as an additional insured thereunder. The Sign Owner shall forward a certificate of the said policy on the City's form: 0788, and a certificate of each subsequent renewal thereof, to the City and the Property Owner, upon request.

**Notice**

6. Any notice required to be given may be given:  
(a) to the Property Owner by mail, postpaid to the following address of record:

XXXXXXXXXXXXXXXXXX  
XXX XXXXXXXXXXX XX  
XXXXXXXXXX  
XXX XXX

Attention: XXXXXXXXXXXXX

(b) to the Sign Owner by mail, postpaid to the following address of record:

XXXXXXXXXXXXXXXXXX  
XXX XXXXXXXXXXX XX  
XXXXXXXXXX  
XXX XXX

Attention: XXXXXXXXXXXXX

(c) to the City by mail, postpaid to the following address:

The Corporation of the City of London  
300 Dufferin Avenue, P.O. Box 5035  
London ON  
N6A 4L9  
Attention: City Clerk



**Binding on Property Owner and Sign Owner, etc.**

7. This agreement shall be binding upon the Sign Owner, its heirs, executors, administrators, successors and assigns, as occupier from time to time of the lands and premises described in Appendix "A".

The obligations of the Property Owner under section 2(2)(a) of this Agreement shall be binding upon the Property Owner, its successors and assigns, as owner of the lands and premises described in Appendix "A".

**Headings**

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

**No Registration**

9. The City and the Sign Owner covenant that neither this agreement nor any notice of this agreement may be registered upon title to the lands of the Property Owner.

IN WITNESS WHEREOF this agreement has been executed on behalf of the Property Owner and Sign Owner by their duly authorized representatives and on behalf of the City under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED

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

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

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

We have authority to bind the corporation

XXXXXXXXXXXXXXXXXXXX  
(the "Property Owner")

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

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

I/We have authority to bind the corporation

XXXXXXXXXXXXXXXXXXXX  
(the "Sign Owner")

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

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

I/We have authority to bind the corporation

## APPENDIX "A"

### 1. [insert type of sign e.g. Fabric Sign]

Location:

[insert locations:]

[insert map for each location, and detailed drawings]

### 2. [insert type of sign e.g. Electronic Billboard Signs]

Location:

[insert locations:]

[insert map for each location, and detailed drawings]

Bill No. 235  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A by-law to approve the “Pilot Municipal Small Cell Licence Agreement” with Rogers Communications Canada Inc.; and to authorize the Mayor and the City Clerk to execute the Agreement.

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

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

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

1. The “Pilot Municipal Small Cell License Agreement” to be entered into between The Corporation of the City of London and Rogers Communications Canada Inc., attached as Schedule “A” to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

## Schedule A

### PILOT MUNICIPAL SMALL CELL LICENCE AGREEMENT

This Agreement (the “**Agreement**”) is made effective as of July 9, 2019 (the “**Effective Date**”).

B E T W E E N:

**THE CORPORATION OF THE CITY OF LONDON**

Hereinafter called the “**Municipality**”

- and -

**ROGERS COMMUNICATIONS CANADA INC.**

Hereinafter called “**Rogers**”

**WHEREAS** the Municipality is the owner and operator of various properties, structures and facilities, including but not limited to: buildings, utility poles, street light poles, traffic control poles, towers and other structures (the “**Structures**” ) which are identified in Schedule “A” to this Agreement;

**AND WHEREAS** the Municipality and Rogers have agreed to enter into a fixed term agreement to allow Rogers to attach certain Equipment to, in, at or on the Structures in order to provide small cell wireless telecommunications services (the “**Services**”) within the area outlined in red on Schedule “B” to this agreement (the “**Defined Area**”);

**AND WHEREAS** the Municipality and Rogers have agreed that this “Pilot Project” will run for a period up to twenty-four (24) months, during which time Rogers may attach Equipment to, in, at or on the Structures, within the Defined Area, in accordance with Schedule “A”.

**THEREFORE**, in consideration of the mutual covenants and agreements herein expressed, the parties agree as follows:

#### 1.0 GRANT

1.1 The Municipality hereby grants to Rogers a non-exclusive right, by way of a licence (the “**Licence**”) to install, construct, place, remove, replace, relocate, inspect, maintain, repair, supplement and operate equipment necessary to provide the Services (the “**Equipment**”) in, at or on Structures owned by the Municipality within the Defined Area. In the event Rogers requires additional utilities by way of cables, including but not limited to, fibre optic cables (the “**Cables**”), to connect and power the Equipment, the Municipality agrees to grant Rogers the right to install such Cables on, over and/or under the property and to the Structures as necessary, provided the location and nature of such Cables are satisfactory to the Municipality.

#### 2.0 FEES AND CHARGES

2.1 **Application Fee.** Rogers shall pay to the Municipality a one-time application fee of fifty dollars (\$50.00) per Structure, plus any applicable sales taxes, for the review, processing and approval by the Municipality of Rogers’ proposed Equipment installation within the Defined Area.

2.2 **Annual Fee.** The annual Licence fee for Equipment installations within the Defined Area is two hundred dollars (\$200) per Structure. This amount is due on January 2 of each year and is not prorateable or refundable.

2.3 **Hydro Fees.** Rogers shall pay to the Municipality, an annual hydro consumption surcharge of two hundred and fifty dollars (\$250) per Structure. This amount is due on January 2 of each year and is not prorateable or refundable.

### **3.0 TERM**

3.1 The Term of the Agreement is twenty-four (24) months, commencing on the Effective Date.

### **4.0 INSTALLATION, RELOCATION, ALTERATIONS AND/OR IMPROVEMENTS TO THE EQUIPMENT BY ROGERS**

4.1 Before installing or relocating any Equipment (save and except for swap-outs, routine repairs and replacement components as identified below), Rogers shall request the written consent of the Municipality.. Rogers' request for such consent shall be in writing and accompanied by any applicable payment and a complete description of the contemplated Work, Equipment and specifications. Working drawings may be required at the discretion of the Municipality.

4.2 All installations, relocations and removal of Equipment carried out by Rogers ("**Work**") shall be done at the sole cost and expense of Rogers, provided that Work undertaken by Rogers in response to a third-party request shall be performed at the expense of that third party, where applicable.

4.3 Prior to the commencement of any Work, other than routine repairs and replacements, Rogers shall:

- (a) provide plans, specifications, list of materials, construction schedule and any related information reasonably requested by the Municipality;
- (b) appoint a specific individual to act as a contact person with the Municipality for all matters relating to the planned Work;
- (c) contact the Municipality's staff to discuss and review the plans for the installation and relocation Work, including but not limited to, the placement of Equipment and methods of attaching same to the Structures; and
- (d) ensure that all Work is carried out at times approved by the Municipality, so that Work does not unduly interrupt or interfere with the use of roads by the Municipality, its tenants or the public.

4.4 The parties agree that the term "routine repairs and replacements" shall include the repair of existing approved Equipment or its replacement with Equipment that is not materially different from the approved Equipment.

4.5 Rogers represents that the Work it conducts and the Equipment it installs or uses will comply with all applicable federal, provincial and municipal laws.

4.6 Upon the expiration or termination of this Agreement, Rogers shall remove its Equipment and repair and restore the Structures to their original condition, save for normal wear and tear, to the satisfaction of the Municipality, acting reasonably.

4.7 Save for normal wear and tear, the repair of damage to the Structures caused by the installation, maintenance, operation or removal of the Equipment shall be at Rogers' sole cost and expense.

### **5.0 MUNICIPALITY's COVENANTS**

5.1 The Municipality agrees:

- (a) that Equipment installed by Rogers remains the property of Rogers, notwithstanding its attachment to a Structure,
- (b) that if it plans to renovate, repair or provide for construction in, on or at a Structure, which involves displacing or moving Rogers' Equipment, the Municipality shall, in the absence of emergent need, provide Rogers with a

minimum of thirty (30) days' advance written notice, and Rogers shall during the notice period, relocate the Equipment to a mutually acceptable location, at no expense to the Municipality;

- (c) to provide Rogers and its authorized representatives and agents, direct next day access to each Structure that is not a building for installations, repairs or replacements, provided that any work on arterial roads that would occupy a travelled lane should be outside the following hours: 7:00 am to 9:30 am & 3:30 pm to 6:30 pm, Monday to Friday;
- (d) that in the event of an Emergency, defined as an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service (telecommunications service) of Rogers, the Municipality shall provide Rogers and its authorized representatives and agents, direct access to each Structure that is not a building, 24 hours a day, 7 days a week.

## **6.0 NOTICE**

6.1 Any demand, notice or communication to be provided hereunder by a party shall be in writing and may be given:

- (a) by personal delivery, or
- (b) by prepaid registered mail, addressed to the respective parties as follows:

In the case of Rogers, to:

Rogers Communications Canada Inc.  
333 Bloor Street East  
Toronto, Ontario M4W 1G9  
Attention: SVP, Regulatory  
Tel: 416.935.3515  
Email: regulatory.access@rci.rogers.com

With a copy to:

Rogers Communications Canada Inc.  
333 Bloor Street East,  
Toronto, Ontario M4W 1G9  
Attention: Chief Legal and Regulatory Officer  
Tel: 416.935.2505  
Email: legal.notices@rci.rogers.com

and, in the case of the Municipality, to:

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

or to such other address as a party may from time to time, designate.

- 6.2 Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been received by the party to which it is addressed on the day of actual delivery thereof.
- 6.3 Any notice sent by prepaid registered mail shall be deemed to have been delivered on the fifth (5th) business day (excluding Saturdays, Sundays and statutory holidays) following the date of mailing thereof provided that postal services have not been interrupted, in which case notice shall only be given by personal delivery as aforesaid.

## **7.0 ASSIGNMENT**

- 7.1 Except for an assignment to a corporate affiliate of Rogers or a purchaser of all of Rogers' assets and operations, no assignment by a party is permitted without the other party's prior written consent.
- 7.2 Rogers shall not permit use of all or any portion of a Structure or the exercise of any rights of Rogers hereunder, unless the Municipality gives its prior written consent.
- 7.3 Assignment shall not relieve a party of its obligations under this Agreement.

## **8.0 TERMINATION**

- 8.1 Rogers may terminate the Agreement, in its entirety or as it relates to any one or more Structures, by written notice to the Municipality of not less than sixty (60) days,
- 8.2 The Municipality may terminate the Agreement, in its entirety or as it relates to any one or more Structures, by written notice to Rogers of not less than one hundred and twenty (120) days.
- 8.3 In the event of a termination permitted under the Agreement, both parties are released from further obligations under the Agreement, other than those obligations which pertain to payment, reinstatement and liability.

## **9.0 RELEASE AND INDEMNITY**

- 9.1 Other than if caused by the Municipality or those for whom the Municipality is at law responsible, Rogers shall release the Municipality or the Municipality's officers, employees, agents or contractors ("**Municipality's Personnel**") from any and all liability for any losses, injuries, damages or expenses suffered or incurred by Rogers or Rogers' officers, employees, agents or contractors ("**Rogers' Personnel**") in connection with:
- (a) the use of Municipal property or any Structures by Rogers or Rogers' Personnel;
  - (b) the performance of Work on or near Municipal property;
  - (c) the presence of Equipment or other items, or of Rogers' Personnel, on or near Municipality property; or
  - (d) any damage to Equipment.
- 9.2 Other than if caused by or contributed to by the Municipality or those for whom the Municipality is at law responsible, Rogers shall indemnify, defend and hold harmless the Municipality and the Municipality's Personnel for, from and against any and all losses, injuries, damages and expenses, including all legal expenses, suffered, incurred or experienced by them or any of them, and shall indemnify and defend them and hold them harmless for, from and against all complaints, demands, claims, actions, suits, fines, judgments and orders in respect of any and all losses, injuries, damages and expenses suffered by them or any of them, arising out of, connected with or attributable in whole or in part to Equipment or to the acts or omissions of Rogers or Rogers' Personnel, including:
- (a) any breach, violation or non-performance by Rogers or Rogers' Personnel of any terms, conditions, covenants or obligations under this Agreement;
  - (b) any damage to, or loss or destruction of, or loss of use of, any of the Municipality's property, or any other real or personal property, including Equipment, occasioned by the use of Municipality property or any Structures by Rogers or Rogers' Personnel or the use or existence of any



Equipment thereon;

- (c) injury to or death to any person resulting from the use of any Structure, Municipal property, or any portion thereof, by Rogers or Rogers' Personnel or relating to any Equipment installed or placed by Rogers;
- (d) the performance of any Work on any Municipal property by Rogers or Rogers' Personnel pursuant to the Agreement;
- (e) a failure on the part of Rogers to comply with health and safety laws or regulations;
- (f) the failure or malfunction of Rogers Equipment or services, for whatever reason or cause; or
- (g) Rogers' or Rogers' Personnel's installation, operation, maintenance, relocation, replacement, repair or removal of any Equipment or the use of any Structure.

9.3 Notwithstanding any other provision, in no event will either party be liable for any indirect, consequential or economic losses of the other party (but without prejudice to the obligation of Rogers, to indemnify, defend and hold harmless the Municipality and the Municipality's Personnel for, from and against losses, injuries, damages and expenses arising from the indirect, consequential or economic losses of third parties).

## **10.0 INSURANCE**

10.1 Rogers shall obtain and maintain during the Term, and thereafter as advised, the following policies of insurance:

- (a) Commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence, protecting Rogers against third-party claims or losses, for bodily injury, death, property damage or loss of use of property occurring within or about any Municipal Property or Structures and arising from Rogers's operations, Equipment or its occupation or use of any Structure. The policy shall contain a cross-liability or severability of interests clause and shall add the Municipality and the Municipality's Personnel as additional insureds. The policy shall contain the following extensions of coverage:
  - (i) broad-form property damage and completed operations
  - (ii) personal injury;
  - (iii) blanket contractual liability;
  - (iv) contingent employer's liability; and
  - (v) non-owned automobile liability.
- (b) All-risks property insurance, including earthquake and flood insurance, with coverage up to full replacement costs, for loss of, or damage to, property of description owned by Rogers, as well as property of others of which Rogers has care, custody, liability or control.

10.2 Each of the policies of insurance required by Subsection 10.1 shall:

- (a) be obtained from and issued by an insurance company that is duly licensed or authorized to conduct business in Ontario;
- (b) contain a provision that the coverage afforded will not be cancelled without the insurance company providing at least (30) days' prior written notice to the Municipality; and
- (c) be primary with respect to claims or losses arising out of Rogers's

operations and activities, such that any insurance or self-insurance maintained by the Municipality shall be in excess of such insurance and shall not be obligated to contribute.

10.3 Upon the execution of the Agreement, Rogers shall provide a certificate of insurance satisfactory to the Municipality of each policy of insurance required.

## **11.0 MISCELLANEOUS**

11.1 No interest in land: No leasehold interest shall pass to or be vested in Rogers by virtue of the Agreement.

11.2 No Derogation: Nothing contained or implied in this Agreement shall derogate from the obligations of Rogers under any other agreement with the Municipality or prejudice or affect the Municipality's rights, powers, duties or obligations in the exercise of its functions, and the rights, powers, duties and obligations of the Municipality under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to any Municipal property as if this Agreement had not been executed.

11.3 Priority: Notwithstanding any other provision, the rights of Rogers hereunder shall be limited or shall not apply to the extent they are inconsistent with the full exercise of the rights granted by statute or previously granted by the Municipality to another person, and Rogers shall comply with all reasonable requests of any such other licensee in relation to the use of the relevant Structure.

11.4 Overholding: If Rogers is using a Structure after the end of the Term with the written consent of the Municipality, the Agreement shall be deemed to continue with respect to that Structure on a monthly basis, for a monthly licence fee equal to one twelfth of the annual Licence Fee, until termination by either party with 30 days' written notice.

11.5 Authority: Each party represents and warrants that it has full authority to enter into and sign the Agreement and bind itself accordingly.

11.6 Schedules: The schedules attached to this Agreement form part of this Agreement. Any obligation imposed on Rogers in a schedule shall be deemed to be a covenant of Rogers in the Agreement. To the extent that there is an inconsistency between the terms and conditions of the Agreement and anything in a schedule, the terms and conditions of the Agreement shall prevail to the extent of the conflict.

11.7 Entire Agreement: This Agreement contains all agreements, promises and understandings between the Municipality and Rogers in relation to the subject matter, and supersedes all previous agreements or arrangements, whether oral or in writing between the parties or their respective representatives. No subsequent alteration, amendment, change or addition shall be binding on the parties unless in writing and executed by the parties.

11.8 Enurement: The terms and conditions of this Agreement shall enure and bind the successors and assigns of the parties.

11.9 Severability: Invalid provisions are severable and do not impair the validity of the balance of the Agreement.

11.10 Payment: Rogers's obligations to pay money under this Agreement are additional to, and not in substitution for, all other amounts payable by Rogers to the Municipality by separate agreement or by law.

11.11 Governing Law: This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereby submit to the jurisdiction of the courts of Ontario. The Municipality and Rogers acknowledge that laws may come into force during the Term which affect the

Agreement and the rights and obligations of the parties hereunder. Notwithstanding anything contained in the Agreement, if the Agreement or any right or obligation provided under the Agreement becomes invalid or illegal, or if any law comes into force which, as determined by either party acting reasonably, requires changes to this Agreement or any right or obligation under this Agreement, the parties shall restructure the Agreement or any rights or obligations hereunder to ensure that it is in compliance with all such laws.

11.12 Time is of the Essence: Time shall be of the essence of this Agreement.

11.13 Counterparts: This Agreement may be executed in one or more counterparts each of which shall constitute an original and together shall constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, the Agreement shall be for all purposes as effective as if the parties had delivered an executed original Agreement

DATED this 9th day of, July 2019.

**THE CORPORATION OF THE CITY OF LONDON**

by its authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**ROGERS COMMUNICATIONS CANADA INC.**

by its authorized signatory:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

I have authority to bind the corporation.

Bill No. 236  
2019

By-law No. A.- \_\_\_\_\_ - \_\_\_\_

A by-law to authorize a Memorandum of Understanding (MoU) between The Corporation of the City of London and Canadian Pacific Railway Company (CPR) for the project responsibilities of the Adelaide St North Grade Separation at CPR project; and to authorize the Mayor and City Clerk to execute the MoU.

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 section 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

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

AND WHEREAS it is deemed expedient for the Corporation of the City of London (the "City") to enter into an Agreement with Canadian Pacific Railway Company (CPR) for defining the project responsibilities of the Adelaide St North Grade Separation at CPR project (the "MoU");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

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

1. The MoU attached as Schedule "A" to this By-law, being an Agreement between the Corporation of the City of London and Canadian Pacific Railway Company (CPR) for the project responsibilities in implementing the Adelaide Street North Grade Separation at CPR is hereby AUTHORIZED AND APPROVED substantially in the form attached and as approved by the City Solicitor.
2. The Mayor and City Clerk are authorized to execute the MoU authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – June 25, 2019  
Second reading – June 25, 2019  
Third reading – June 25, 2019

## **Schedule “A”**

### **Memorandum of Understanding**

made this      day of      , 2019 between

**Canadian Pacific Railway Company** (the “Railway”)

and

**The Corporation of the City of London** (the “Road Authority”)

#### **BACKGROUND:**

1. The Road Authority plans to construct a subway “road under rail” Grade Separation on Adelaide Street North CPR crossing Mileage 113.73 Galt Subdivision between Central Ave and McMahan Street to replace the existing At-Grade Crossing (the “Project”);
2. The Road Authority completed a Municipal Class Environmental Assessment (Class EA) for the project in 2018;
3. The Project will include a new four lane underpass grade separation with elevated sidewalks, a temporary road detour and permanent utility corridor on the east side of Adelaide Street, storm and ground water management infrastructure and other features as outlined in the Environmental Study Report;
4. The Project will benefit the Road Authority and the Railway by improving safety at the crossing and eliminating conflicts between road and train traffic.
5. Implementation of the main grade separation works is expected to be in 2021 and 2022, with the likelihood of early works such as utility relocations being completed in 2020. Construction of the road, structure, services and utilities will be administered by a City-managed contractor with an exception that implementation of track and signal works will be coordinated and executed by the Railway.
6. The parties wish to establish the terms under which they have agreed to proceed with the Project, prior to the execution of a formal Construction Agreement and Crossing & Maintenance Agreement.

#### **UNDERSTANDING AND AGREEMENT OF THE PARTIES:**

1. The Road Authority and the Railway agree that the cost apportionment for the Project be dealt with via a contribution from the Railway to the Road Authority at a fixed lump sum amount of \$8,750,000, minus CP realty impacts. The preliminary value of the CP realty impacts (disturbance cost to 620 Adelaide Street and railway advertisement billboard) is estimated at \$461,000 and is subject to a realty process that requires a third party appraisal to be completed.
2. The payment of the Railway contribution to the Road Authority as identified above shall be paid in four equal installments between 2019 and 2022, due on April 1 of each year. The payment shall not be subjected to overheads, audit or adjustment based on actual construction costs.
3. The maintenance costs for the Project shall be apportioned in accordance with the Canadian Transportation Agency (CTA) maintenance cost guidelines for a subway as follows: the Railway company pays all maintenance costs of the substructure and the superstructure of a subway with the exception of aesthetic repairs and the Road Authority pays all other maintenance costs of a subway, including cost of maintaining the road approaches, retaining walls, road surfaces, sidewalks, drainage and lighting.

4. The parties agree on the project scope of work and timelines as identified in the Class EA, noting that there are specific design and construction elements that require further design and review.
5. The Railway agrees to make the property at 620 Adelaide Street North (Plan 386 PT BLK A & B PT Lots 1 to 7) available to the City of London and its contractors for the purposes of the project construction at no cost to the City and subject to restoration to pre-existing conditions upon completion of the project. Use of the property will be subject to the execution of a Licence agreement between the Road Authority and the Railway.
6. The Railway agrees to provide flagging services in accordance with the latest CTA Guide to Railway Charges publication.
7. The Railway agrees to waive the permit application, processing and occupancy licencing fees for all municipal and private utilities being relocated to the utility corridor and the detour road leasing fees.
8. The Road Authority and Railway agree to the following project design features:
  - o The construction of the temporary road detour to be implemented on the east side of Adelaide Street over the king switch and be between the heel blocks and the frog. This configuration will not require yard track realignment. This work includes installation of a new temporary rail crossing warning system.
  - o The main track be realigned, in order to provide sufficient clearance for the structure.
  - o The details of the structure are subject to detailed design and technical approvals.

This MOU sets out the terms under which the Railway and the Road Authority have agreed to proceed with the Project. The parties agree to negotiate in good faith and to use their respective best efforts to conclude the necessary agreements to give effect to the terms of this MOU.

**IN WITNESS WHEREOF** the parties hereto have executed this MOU.

**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_

Mayor Ed Holder

Per: \_\_\_\_\_

Catharine Saunders, City Clerk

**CANADIAN PACIFIC RAILWAY COMPANY**

Per: \_\_\_\_\_

Justin Meyer – Vice President Engineering

Per: \_\_\_\_\_

I\We have authority to bind the Corporation

Bill No. 237  
2019

By-law No. A-50-19\_\_\_\_\_

A by-law to amend By-law A-50, as amended, being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to clarify that Members of Council who are not a member of a standing committee may participate in the debate with respect to a matter before the standing committee; and to amend the meeting times of standing committees to reflect the annual meeting calendar.

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*, 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 the Municipal Council enacted the Council Procedure By-law (By-law No. A-50) on May 31, 2016 to provide for the rules of order and procedure for the Council of The Corporation of the City of London;

AND WHEREAS the Municipal Council wishes to amend the Council Procedure By-law (By-law No. A-50) to clarify that Members of Council who are not a member of a Standing Committee may participate in the debate with respect to a matter before the standing committee;

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

1. Section 31.7 " Speaking – once only – exception – vote – reply" is hereby amended by deleting section 31.7 in its entirety and by replacing it with the following new section 31.7:

"31.7 Speaking - once only - exception

A standing committee member or member shall not speak more than once to any motion until every standing committee member who desires to speak has spoken once. A standing committee member's or member's reply time shall not include any time required for staff to respond to that member's question. Members who are not members of the standing committee shall speak after the standing committee members have spoken."

2. Section 31.9 "Motion – under debate – questions – before vote" is hereby amended by deleting section 31.9 in its entirety and by replacing it with the following new section 31.9:

"31.9 Motion - under debate - before vote

When a motion is under debate, a standing committee member or member may participate in the debate of a motion, ask a concisely worded question of another standing committee member, member, or appropriate staff, through the Chair prior to the motion being put to a vote by the Chair in accordance with section 34.4 of this by-law."

3. Section 26.1 (a) "Meetings – regular – exception – holiday" is hereby amended by deleting section 26.1(a) in its entirety and by replacing it with the following new section 26.1(a):

“26.1 Meetings – regulation – exception – holiday

- (a) Regular meetings of the Civic Works Committee shall commence at 12:00 PM on Tuesdays to be identified in the annual meeting schedule, unless otherwise identified in the annual meeting schedule. The Chair may amend the time of the committee meeting, when the content of the Agenda warrants a change to be necessary. The date and time may be varied where a holiday falls on a regular meeting date and during July and August.”

4. Section 26.1 (c) “Meetings – regular – exception – holiday” is hereby amended by deleting section 26.1(c) in its entirety and by replacing it with the following new section 26.1(c):

“26.1 Meetings – regulation – exception – holiday

- (c) Regular meetings of the Corporate Services Committee shall commence at 12:00 PM on Mondays to be identified in the annual meeting schedule, unless otherwise identified in the annual meeting schedule. The Chair may amend the time of the committee meeting, when the content of the Agenda warrants a change to be necessary. The date and time may be varied where a holiday falls on a regular meeting date and during July and August.”

5. Section 26.1 (e) “Meetings – regular – exception – holiday” is hereby amended by deleting section 26.1(e) in its entirety and by replacing it with the following new section 26.1(e):

“26.1 Meetings – regulation – exception – holiday

- (e) Regular meetings of the Strategic Priorities and Policy Committee shall commence at 4:00 PM on Tuesdays to be identified in the annual meeting schedule, unless otherwise identified in the annual meeting schedule. The Chair may amend the time of the committee meeting, when the content of the Agenda warrants a change to be necessary. The date and time may be varied where a holiday falls on a regular meeting date and during July and August.”

6. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk



Bill No. 238  
2019

By-law No. A-54-19\_\_\_\_\_

A by-law to amend By-law No. A.-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to implement an Administrative Monetary Penalty System for parking and by-law infractions, by amending the effective date set out in section 12.1 of the By-law from May 1, 2019 to November 1, 2019.

WHEREAS section 102.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended and Ontario Regulation 337/07 authorize The Corporation of the City of London to require a person to pay an administrative penalty for a contravention of any by-law respecting the parking, standing or stopping of vehicles

AND WHEREAS the Municipal Council on December 18, 2018 passed By-law No. A-54 being “A by-law to implement an Administrative Monetary Penalty System in London” to implement an Administrative Monetary Penalty System for parking and by-law infractions;

AND WHEREAS the Municipal Council deems it appropriate to amend the effective date of By-law No. A-54 from May 1, 2019 to November 1, 2019 to permit the Civic Administration sufficient time to have in place processes to implement the Administrative Monetary Penalty System;

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

1. That section 12.1 of the By-law be amended by deleting the date “May 1, 2019” and by replacing it with the date “November 1, 2019”.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

Bill No. 239  
2019

By-law No. C.P.-1284(\_\_)-\_\_\_\_

A by-law to amend the Official Plan for the City of London, 1989 relating to 3493 Colonel Talbot Road.

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 – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

**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 new policy in Section 20.5.10.1.iii to the Official Plan (Southwest Area Secondary Plan) for the City of London to permit an alternative form of single detached dwelling.

B. Location of this Amendment

This Amendment applies to lands located at 3493 Colonel Talbot Road in the City of London.

C. Basis of the Amendment

Section 20.5 of the Official Plan is the Southwest Area Secondary Plan which includes more specific policy guidance for the plan area. The recommended amendment will permit an alternative dwelling form that what is permitted by the Southwest Area Secondary Plan policies.

D. The Amendment

The Official Plan for the City of London is hereby amended as follows:

1. Section 20.5.10.1.iii “North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity” of the Official Plan – Southwest Area Secondary Plan for the City of London is amended by adding the following:

3493 Colonel Talbot Road

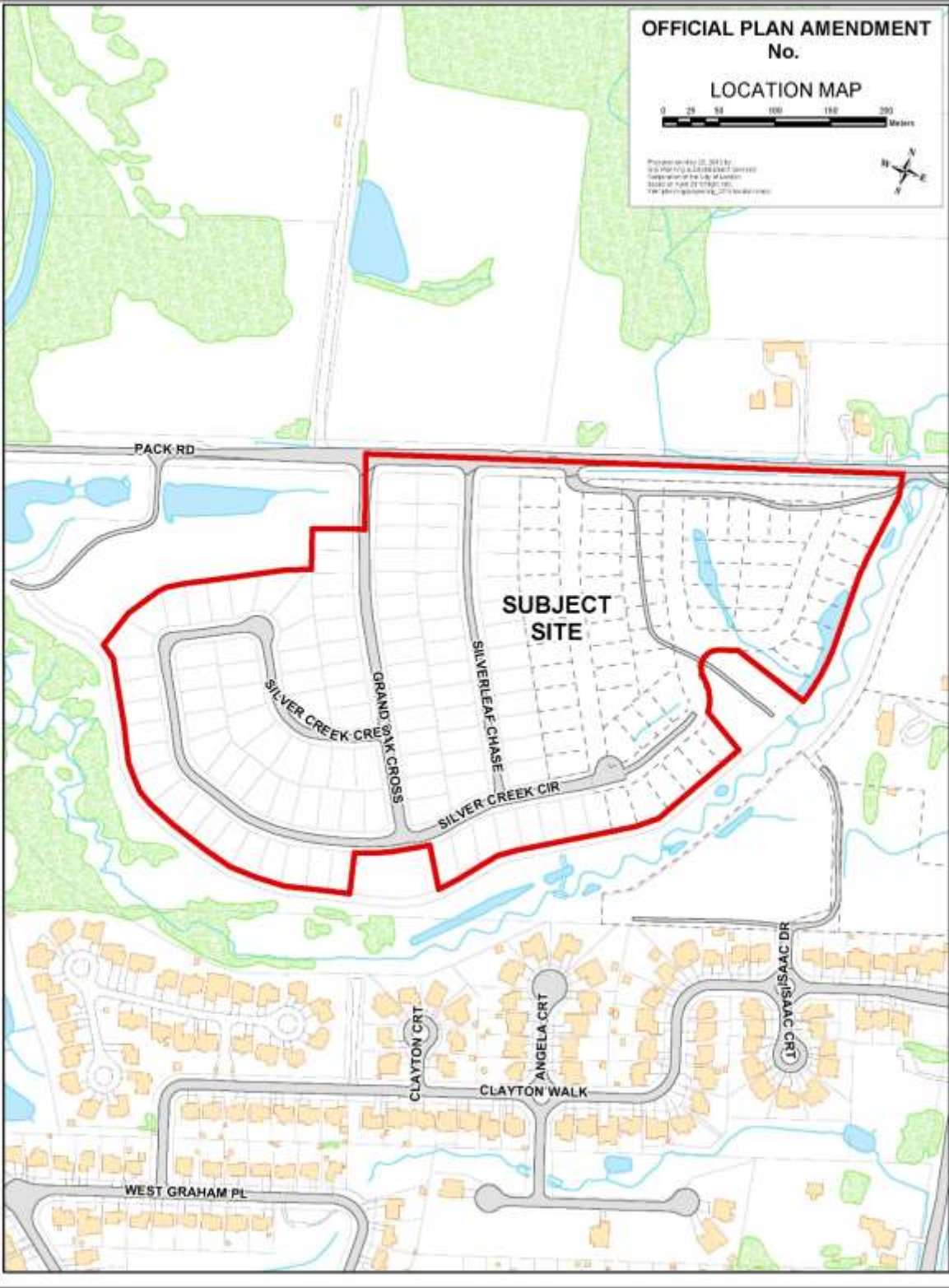
For not more than 30% of the single detached dwellings lots within the Silverleaf Subdivision Phase 2 and registered plan 33M-742, notwithstanding policy 20.5.3.9.iii.e), for courtyard dwellings, garages may project beyond the façade of the dwelling, or the façade (front face) of any porch, where the interior garage façade that includes the garage door(s) is located at no more than 90 degrees to the main building and principle entrance.

**OFFICIAL PLAN AMENDMENT  
No.**

**LOCATION MAP**



Prepared by: J. [unreadable]  
for: [unreadable]  
[unreadable]  
[unreadable]  
[unreadable]



Bill No. 240  
2019

By-law No. C.P.-1512(\_\_)-\_\_\_\_

A by-law to amend The London Plan for the  
City of London, 2016 relating to 3493 Colonel  
Talbot Road.

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

1. Amendment No. \_\_ to The London 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 by-law shall come into effect in accordance with subsection 17(38) of  
the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

**Amendment No. \_\_\_\_**

**to**

**The London Plan for the City of London**

**A. Purpose of this Amendment**

The purpose of this Amendment is to add a new policy in Section 1565\_5 of The London Plan (Southwest Area Secondary Plan) for the City of London to permit an alternative form of single detached dwelling.

**B. Location of this Amendment**

This Amendment applies to lands located at 3493 Colonel Talbot Road in the City of London.

**C. Basis of the Amendment**

Section 1565\_5 of The London Plan is the Southwest Area Secondary Plan which includes more specific policy guidance for the plan area. The recommended amendment will permit an alternative dwelling form that what is permitted by the Southwest Area Secondary Plan policies.

**D. The Amendment**

The London Plan for the City of London is hereby amended as follows:

1. Section 20.5.10.1.iii “North Lambeth, Central Longwoods and South Longwoods Residential Neighbourhoods – Low and Medium Density Residential Built Form and Intensity” of the Official Plan – Southwest Area Secondary Plan for the City of London is amended by adding the following:

3493 Colonel Talbot Road

For not for than 30% of the single detached dwellings lots within the Silverleaf Subdivision Phase 2 and registered plan 33M-742, notwithstanding policy 20.5.3.9.iii.e), for courtyard dwellings, garages may project beyond the façade of the dwelling, or the façade (front face) of any porch, where the interior garage façade that includes the garage door(s) is located at no more than 90 degrees to the main building and principle entrance.

Bill No. 241  
2019

By-law No. C.P.-1512(\_\_)-\_\_

A by-law to amend The Official Plan for the City of London, 2016 relating to the Old East Village Dundas Street Corridor Secondary Plan area.

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

1. The Old East Village Dundas Street Corridor Secondary Plan, as contained in Schedule "1", attached hereto and forming part of this by-law, is adopted.
2. This by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

**Amendment No. \_\_\_\_**

**to**

**The London Plan for the City of London**

A. Purpose of this Amendment

The purpose of this Amendment is:

To adopt the Old East Village Dundas Street Corridor Secondary Plan.

B. Location of this Amendment

This Amendment applies to lands generally fronting Dundas Street, between Colborne Street and Burbrook Place/Kellogg Lane, lands fronting King Street, between Colborne Street and Ontario Street, and lands fronting Ontario Street in the City of London.

C. Basis of the Amendment

The preparation of the Old East Village Dundas Street Corridor Secondary Plan was undertaken to coordinate a number of ongoing and upcoming initiatives in the area, including: (1) the future implementation of rapid transit service along King Street from the downtown to Ontario Street and continuing east along Dundas Street; (2) the evaluation and implementation of cycling infrastructure to establish an east-west corridor connecting east London with the downtown; (3) a planned infrastructure renewal project, which will include upgrades to underground services and streetscape reconstruction along Dundas Street between Adelaide Street North and Ontario Street; (4) the planned construction of the Adelaide Street/CP Rail underpass; (5) proposed redevelopment of a portion of the Western Fair grounds, as well as multiple development applications along both Dundas Street and King Street; and, (6) ongoing investment in heritage building conservation and adaptive reuse.

The City of London undertook significant public engagement throughout the secondary plan process. The background studies, community and agency input, and proposed policies were, in turn, reviewed and assessed in the context of the Provincial Policy Statement and The London Plan, and used in the finalization of the Secondary Plan. This background work forms the basis and rationale for amendments to The London Plan.

The Secondary Plan will be used in the consideration of all applications including Official Plan amendments, zoning by-law amendments, site plans, consents, minor variances and condominiums within the Planning Area.

D. The Amendment

The Official Plan, 2016, The London Plan is hereby amended as follows:

Old East Village Dundas Street Corridor Secondary Plan, attached as Schedule "1".



Bill No. 242  
2019

By-law No. C.P.-1512(\_\_)-\_\_\_\_

A by-law to amend The Official Plan for the City of London, 2016 relating to the Old East Village Dundas Street Corridor Secondary Plan area.

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

1. Amendment No. \_\_ to The London 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 by-law shall come into effect in accordance with subsection 17(38) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

**Amendment No. \_\_\_\_**

**to**

**The London Plan for the City of London**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is:

To add the Old East Village Dundas Street Corridor Secondary Plan to the list of adopted Secondary Plans in policy 1565 of the Official Plan, 2016, The London Plan.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands generally fronting Dundas Street, between Colborne Street and Burbrook Place/Kellogg Lane, lands fronting King Street, between Colborne Street and Ontario Street, and lands fronting Ontario Street in the City of London.

**C. BASIS OF THE AMENDMENT**

The preparation of the Old East Village Dundas Street Corridor Secondary Plan was undertaken to coordinate a number of ongoing and upcoming initiatives in the area, including: (1) the future implementation of rapid transit service along King Street from the downtown to Ontario Street and continuing east along Dundas Street; (2) the evaluation and implementation of cycling infrastructure to establish an east-west corridor connecting east London with the downtown; (3) a planned infrastructure renewal project, which will include upgrades to underground services and streetscape reconstruction along Dundas Street between Adelaide Street North and Ontario Street; (4) the planned construction of the Adelaide Street/CP Rail underpass; (5) proposed redevelopment of a portion of the Western Fair grounds, as well as multiple development applications along both Dundas Street and King Street; and, (6) ongoing investment in heritage building conservation and adaptive reuse.

The City of London undertook significant public engagement throughout the secondary plan process. The background studies, community and agency input, and proposed policies were, in turn, reviewed and assessed in the context of the Provincial Policy Statement and The London Plan, and used in the finalization of the Secondary Plan. This background work forms the basis and rationale for amendments to The London Plan.

The Secondary Plan will be used in the consideration of all applications including Official Plan amendments, zoning by-law amendments, site plans, consents, minor variances and condominiums within the Planning Area.

**D. The Amendment**

The Official Plan, 2016, The London Plan, is hereby amended as follows:

1565\_

6. Old East Village Dundas Street Corridor Secondary Plan

Bill No. 243  
2019

By-law No. C.P.-

A by-law to amend By-law No. C.P.-1520-548 being "A by-law to cancel a portion of the Municipal and Education taxes at 1156 Dundas Street" by changing the time period by which the Owner is required to file a record of site condition in the Environmental Site Registry.

WHEREAS By-law No. C.P.-1450-56, designated the lands within the City of London Urban Growth Boundary as a Community Improvement Project Area pursuant to Section 28(2) of the *Planning Act*, was passed by Municipal Council on February 6, 2006;

AND WHEREAS By-law No. C.P.-1451-70, being "A by-law to adopt the City of London Community Improvement Plan for Brownfield Incentives", was passed by Municipal Council on February 20, 2006;

AND WHEREAS Section 365.1 of the *Municipal Act, 2001* enables municipalities to provide municipal property tax assistance in connection with a community improvement plan, and Minister of Finance approval is required before matching education property tax assistance will be provided;

AND WHEREAS McCormick Villages Inc., the registered owner of the property known as 1156 Dundas Street applied to The Corporation of the City of London for brownfield incentives including the cancellation of property taxes for this property, in accordance with the Community Improvement Plan and section 365.1 of the *Municipal Act, 2001*;

AND WHEREAS the property is located within the Community Improvement Project Area and is eligible for Tax Assistance pursuant to section 365.1 of the *Municipal Act*;

AND WHEREAS the subject property meets the definition of an "eligible property" as set out in subsection 365.1(1) of the *Municipal Act, 2001*;

AND WHEREAS the Municipal Council of The Corporation of the City of London enacted By-law C.P.-1520-548 being "A by-law to cancel a portion of the Municipal and Education taxes at 1156 Dundas Street" on November 28, 2017;

AND WHEREAS the Municipal Council deems it appropriate to amend section 9 of By-law C.P.-1520-548 to change the time period by which the Owner is required to file a record of site condition in the Environmental Site Registry;

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

1. By-law C.P.-1520-548 be amended by deleting section 9 in its entirety and by replacing it with the following new section 9:

"9. The Owner shall, within either of the Rehabilitation Period or Development Period, or such later date agreed to in writing by The Corporation of the City of London and the Minister of Finance, file a record of site condition

with respect to the Eligible Property in the Environmental Site Registry under section 168.4 of the Environmental Protection Act. The Owner shall, within 30 days, notify The Corporation of the City of London of the filing. Within 30 days after receiving the notice from the Owner, The Corporation of the City of London shall advise the Minister of Finance of the filing.”

2. This by-law shall come into force and effect on the date of passage.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – June 25, 2019  
Second reading – June 25, 2019  
Third reading – June 25, 2019

Bill No. 244  
2019

By-law No. L.S.P.- \_\_\_\_ - \_\_\_\_

A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Wharncliffe Road South Road Widening and improvements Project between Becher Street and Springbank Drive.

WHEREAS The Corporation of the City of London has made application to the Municipal Council of The Corporation of the City of London for approval to expropriate lands for the Wharncliffe Road South Road Widening and improvements Project between Becher Street and Springbank Drive;

NOW THEREFORE The Corporation of the City of London, as the expropriating authority, enacts as follows:

1. An application be made by The Corporation of the City of London as Expropriating Authority, to the Municipal Council of The Corporation of the City of London as approving authority, for approval to expropriate lands for the Wharncliffe Road South Road Widening and Improvements Project between Becher Street and Springbank Drive; which land is more particularly described in attached Appendix "A" of this by-law.
2. The Corporation of the City of London as Expropriating Authority serve and publish notice of the application referred to in section 1 of this by-law in the form attached hereto as Appendix "B", being the "Notice of Application for Approval to Expropriate Lands," in accordance with the requirements of the *Expropriations Act*.
3. The Corporation of the City of London as Expropriating Authority forward to the Chief Enquiry Officer, any requests for a hearing that may be received in connection with the notice of this expropriation and report such to the Council of The Corporation of the City of London for its information.
4. The Civic Administration be hereby authorized to carry out all necessary administrative actions in respect of the said expropriation.
5. This by-law comes into force on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - June 25, 2019  
Second Reading - June 25, 2019  
Third Reading - June 25, 2019

## Appendix "A"

### To By-law L.S.P.-\_\_\_\_ - \_\_\_\_

#### DESCRIPTION OF LANDS TO BE EXPROPRIATED FOR WHARNCLIFFE ROAD SOUTH ROAD WIDENING AND IMPROVEMENTS PROJECT - BETWEEN BECHER STREET AND SPRINGBANK DRIVE

The following lands are required in fee simple:

- Parcel 1: Part of Lot 12, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 1 on Plan 33R-20264 being part of PIN 08256-0208(LT)
- Parcel 2: Part of Lot 9, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex being a right of way described in Instrument Number 476693 as the southerly 9' of the northerly 22' of the easterly 155' of Lot 9, Registered Plan 63(4<sup>th</sup>) being part of PIN 08256-0297(LT)
- Parcel 3: Part of Lot 19, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 2 on Plan 33R-20264 being part of PIN 08323-0047(LT)
- Parcel 4: Part of Lots 18 and 19, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 3 on Plan 33R-20264 being part of PIN 08323-0046(LT)
- Parcel 5: Part of Lot 18, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 4 on Plan 33R-20264 being part of PIN 08323-0045(LT)
- Parcel 6: Part of Lots 17 and 18, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 5, 6, 7, 8, 9 and 10 on Plan 33R-20264 being all of PIN 08323-0044(LT)
- Parcel 7: Part of Lots 17 and 18, Registered Plan 427(4<sup>th</sup>) in the City of London, County of Middlesex being all of PIN 08324-0002(LT)
- Parcel 8: Part of Lot 4 and all of Lot 5, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 1 and 2 on Plan 33R-20265 being all of PIN 08256-0225(LT)
- Parcel 9: Part of Lot 4, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 3 and 4 on Plan 33R-20265 being all of PIN 08256-0224(LT)
- Parcel 10: All of Lot 3, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 5 and 6 on Plan 33R-20265 being all of PIN 08256-0223(LT)
- Parcel 11: Part of Lots 3 and 4, Registered Plan 288(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 8 on Plan 33R-20265 being part of PIN 08324-0124(LT)

## Appendix "B"

To By-law L.S.P.-\_\_\_\_\_-\_\_\_\_

### **EXPROPRIATIONS ACT, R.S.O. 1990, CHAPTER E.26**

#### **NOTICE OF APPLICATION FOR APPROVAL TO EXPROPRIATE LAND**

##### *Expropriations Act*

IN THE MATTER OF an application by The Corporation of the City of London for approval to expropriate lands being all of Part of Lot 12, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 1 on Plan 33R-20264 being part of PIN 08256-0208(LT); Part of Lot 9, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex being a right of way described in Instrument Number 476693 as the southerly 9' of the northerly 22' of the easterly 155' of Lot 9, Registered Plan 63(4<sup>th</sup>) being part of PIN 08256-0297(LT); Part of Lot 19, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 2 on Plan 33R-20264 being part of PIN 08323-0047(LT); Part of Lots 18 and 19, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 3 on Plan 33R-20264 being part of PIN 08323-0046(LT); Part of Lot 18, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 4 on Plan 33R-20264 being part of PIN 08323-0045(LT); Part of Lots 17 and 18, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 5, 6, 7, 8, 9 and 10 on Plan 33R-20264 being all of PIN 08323-0044(LT); Part of Lots 17 and 18, Registered Plan 427(4<sup>th</sup>) in the City of London, County of Middlesex being all of PIN 08324-0002(LT); Part of Lot 4 and all of Lot 5, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 1 and 2 on Plan 33R-20265 being all of PIN 08256-0225(LT); Part of Lot 4, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 3 and 4 on Plan 33R-20265 being all of PIN 08256-0224(LT); All of Lot 3, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 5 and 6 on Plan 33R-20265 being all of PIN 08256-0223(LT); Part of Lots 3 and 4, Registered Plan 288(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 8 on Plan 33R-20265 being part of PIN 08324-0124(LT) for the purpose of the Wharncliffe Road South Road Widening and Improvements Project between Becher Street and Springbank Drive.

**NOTICE IS HEREBY GIVEN** that application has been made for approval to expropriate the following lands described as follows:

- Parcel 1: Part of Lot 12, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 1 on Plan 33R-20264 being part of PIN 08256-0208(LT)
- Parcel 2: Part of Lot 9, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex being a right of way described in Instrument Number 476693 as the southerly 9' of the northerly 22' of the easterly 155' of Lot 9, Registered Plan 63(4<sup>th</sup>) being part of PIN 08256-0297(LT)
- Parcel 3: Part of Lot 19, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 2 on Plan 33R-20264 being part of PIN 08323-0047(LT)
- Parcel 4: Part of Lots 18 and 19, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 3 on Plan 33R-20264 being part of PIN 08323-0046(LT)
- Parcel 5: Part of Lot 18, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 4 on Plan 33R-20264 being part of PIN 08323-0045(LT)

- Parcel 6: Part of Lots 17 and 18, Registered Plan 26(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 5, 6, 7, 8, 9 and 10 on Plan 33R-20264 being all of PIN 08323-0044(LT)
- Parcel 7: Part of Lots 17 and 18, Registered Plan 427(4<sup>th</sup>) in the City of London, County of Middlesex being all of PIN 08324-0002(LT)
- Parcel 8: Part of Lot 4 and all of Lot 5, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 1 and 2 on Plan 33R-20265 being all of PIN 08256-0225(LT)
- Parcel 9: Part of Lot 4, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 3 and 4 on Plan 33R-20265 being all of PIN 08256-0224(LT)
- Parcel 10: All of Lot 3, West of Wharncliffe Rd, Registered Plan 63(4<sup>th</sup>) in the City of London, County of Middlesex designated as Parts 5 and 6 on Plan 33R-20265 being all of PIN 08256-0223(LT)
- Parcel 11: Part of Lots 3 and 4, Registered Plan 288(4<sup>th</sup>) in the City of London, County of Middlesex designated as Part 8 on Plan 33R-20265 being part of PIN 08324-0124(LT)

Any owner of land in respect of which notice is given who desires an inquiry into whether the taking of such land is fair, sound and reasonably necessary in the achievement of the objectives of the expropriating authority shall so notify the approving authority in writing,

- a) in the case of a registered owner, served personally or by registered mail within thirty days after the registered owner is served with the notice, or, when the registered owner is served by publication, within thirty days after the first publication of the notice;
- b) in the case of an owner who is not a registered owner, within thirty days after the first publication of the notice.

The approving authority is:

The Council of The Corporation of the City of London  
City Hall  
300 Dufferin Avenue  
P.O. Box 5035  
London ON N6A 4L9

The expropriating authority is:

THE CORPORATION OF THE CITY OF LONDON

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CATHARINE SAUNDERS  
CITY CLERK



Notes:

1. The *Expropriations Act, R.S.O. 1990, c. E.26*, provides that:
  - (a) where an inquiry is requested, it shall be conducted by an Inquiry Officer appointed by the Attorney General;
  - (b) the Inquiry Officer,
    - i) shall give every party to the inquiry an opportunity to present evidence and argument and to examine and cross-examine witnesses, either personally or by his counsel or agent, and
    - ii) may recommend to the approving authority that a party to the inquiry be paid a fixed amount for his costs of the inquiry not to exceed \$200 and the approving authority may in its discretion order the expropriating authority to pay such costs forthwith.
  
2. "Owner" and "Registered Owner" are defined in the *Act* as follows:

"Owner" includes a mortgagee, tenant, execution creditor, a person entitled to a limited estate or interest in land, a guardian of property, and a guardian, executor, administrator or trustee in whom land is vested;

"Registered Owner" means an owner of land whose interest in the land is defined and whose name is specified in an instrument in the proper land registry or sheriff's office, and includes a person shown as a tenant of land on the last revised assessment roll;
  
3. The Expropriating Authority, each owner who notifies the approving authority that he desires a hearing in respect of the lands intended to be expropriated and any owner added as a party by the inquiry officer are parties to the inquiry.

This notice first published on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.



Bill No. 245  
2019

By-law No. PS-113-19\_\_\_\_\_

A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London."

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

**1. No Stopping**

Schedule 1 (No Stopping) of the PS-113 By-law is hereby amended by **deleting** the following rows:

King Street	South	A point 53 m west of Talbot Street	Talbot Street	Anytime
King Street	South	A point 76 m west of Richmond Street	Richmond Street	Anytime
King Street	South	Clarence Street	A point 48 m east of Wellington Street	Anytime

Schedule 1 (No Stopping) of the PS-113 By-law is hereby amended by **adding** the following rows:

King Street	South	Ridout Street N	A point 34 m east of Ridout Street N	Anytime
King Street	South	A point 54 m east of Ridout Street N	A point 71 m east of Richmond Street	Anytime
King Street	South	A point 77 m east of Richmond Street	A point 50 m west of Clarence Street	Anytime
King Street	South	A point 21 m east of Clarence Street	A point 44 m west of Wellington Street	Anytime
King Street	South	A point 95 m west of Waterloo Street	A point 55 m west of Waterloo Street	Anytime
King Street	South	A point 24 m west of Waterloo Street	Colborne Street	Anytime

**2. No Parking**

Schedule 2 (No Parking) of the PS-113 By-law is hereby amended by **adding** the following rows:

Jellicoe Crescent	East & North	Wayne Road	A point 62 m north of Wayne Road	Anytime
Wayne Road	North	Jellicoe Crescent	A point 45 m east of Jellicoe Crescent	Anytime

**3. Loading Zones**

Schedule 5 (Loading Zones) of the PS-113 By-law is hereby amended by **deleting** the following rows:

King Street	South	From a point 49 m east of Talbot Street to a point 66 m easterly from the said street	8:00 a.m. to 6:00 p.m.
King Street	South	From a point 25 m east of Ridout Street to a point 40 m east of said street	

Schedule 5 (Loading Zones) of the PS-113 By-law is hereby amended by **adding** the following rows:

Picton Street	East	The portion which lies east of the roadway from 35 m north of Queens Avenue to 65 m north of Queens Avenue	
King Street	South	From a point 34 m east of Ridout Street N to a point 54 m east of Ridout Street N.	

**4. Prohibited Turns**

Schedule 8 (Prohibited Turns) of the PS-113 By-law is hereby amended by **adding** the following rows:

Colborne Street with King Street	Northbound	Right
Queens Avenue at Colborne Street	Westbound	Right
Sarnia Road with Wonderland Road N	Eastbound and Westbound	“U” Turn
Talbot Street with King Street	Northbound	Right
Waterloo Street with King Street	Northbound	Right
Wonderland Road N with Sarnia Road	Northbound & Southbound	“U” Turn

**5. Stop Signs**

Schedule 10 (Stop Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Westbound	Bridgehaven Drive	Saddlerock Avenue
Eastbound	Heardcreek Trail	Medway Park Drive

Northbound & Southbound	Heardcreek Trail	Twilite Boulevard
Northbound & Southbound	Medway Park Drive	Bridgehaven Drive

**6. Yield Signs**

Schedule 11 (Yield Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Westbound	Buroak Drive	Fair Oaks Boulevard
Eastbound	Buroak Drive	Saddlerock Avenue
Southbound	Bush Hill Link	Heardcreek Trail
Southbound	Fair Oaks Boulevard	Buroak Drive
Southbound	Red Pine Cross	Heardcreek Trail
Westbound	Red Pine Cross	Heardcreek Trail
Northbound	Saddlerock Avenue	Buroak Drive
Northbound	Shields Place	Heardcreek Trail
Northbound	Wateroak Drive	Heardcreek Trail

**7. Through Highways**

Schedule 13 (Through Highways) of the PS-113 By-law is hereby amended by **adding** the following rows:

Applerock Avenue	Buroak Drive (west intersection)	Buroak Drive (west intersection)
Buroak Drive	Twilite Boulevard except the intersections with Jordan Boulevard, Fair Oaks Boulevard, Saddlerock Avenue, Tokala Trail and Denview Avenue	Eagletrace Drive
Tokala Trail	Twilite Boulevard except intersections with Dyer Drive, Dalmagarry Road, Aldersbrook Gate, Wateroak Drive, Medway Park Drive	Buroak Drive

**8. 2 hour Metered Zones**

Schedule 20 (2 Hour Metered Zones) of the PS-113 By-law is hereby amended by **deleting** the following row:

King Street	South	A point 40 m west of Ridout Street	Waterloo Street	8:00 a.m. to 6:00 p.m.
-------------	-------	------------------------------------	-----------------	------------------------

Schedule 20 (2 Hour Metered Zones) of the PS-113 By-law is hereby amended by **adding** the following rows:

King Street	South	A point 71 m east of Richmond Street	A point 77 m east of Richmond Street	8:00 a.m. to 6:00 p.m.
-------------	-------	--------------------------------------	--------------------------------------	------------------------

King Street	South	A point 50 m west of Clarence Street	A point 21 m west of Clarence Street	8:00 a.m. to 6:00 p.m.
King Street	South	A point 44 m east of Wellington Street	A point 95 m west of Waterloo Street	8:00 a.m. to 6:00 p.m.
King Street	South	A point 55 m west of Waterloo Street	A point 24 m west of Waterloo Street	8:00 a.m. to 6:00 p.m.

This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

Bill No. 246  
2019

By-law No. PS-113-19\_\_\_\_\_

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

**1. Definitions**

By-law PS-113 is hereby amended by **adding** the following:

“**access aisle**” means an area designated by pavement markings adjacent to a designated parking space for the purpose of allowing access/egress to vehicles parked within the designated parking space;

**2. Parking Spaces for Disabled Persons**

By-law PS-113 is hereby amended by **deleting** the following from Section 77:

- (2) No person shall park, stand, stop, or leave a motor vehicle in an access aisle for a parking space for persons with disabilities when “No Stopping” signs have been erected and are on display.

The PS-113 By-law is hereby amended by **adding** the following to Section 77:

- (2) No person shall park, stand, stop, or leave a motor vehicle in an access aisle.
- (3) No person shall park more than one vehicle in any one parking space at any one time.
- (4) No person shall park a vehicle in a parking space that is partly or completely occupied by another vehicle.

This by-law comes into force and effect September 30, 2019.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

Bill No. 247  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to stop up and close the lane  
bounded by Redan, Nelson and Marmora  
Streets.

WHEREAS it is expedient to stop up and close the lane on Registered Plan 110 (3<sup>rd</sup>) and Registered Plan 437 (3<sup>rd</sup>) bounded by Redan, Nelson and Marmora Streets in the City of London;

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

1. The following lane on Registered Plan 110 (3<sup>rd</sup>) and Registered Plan 437 (3<sup>rd</sup>) shall be stopped up and forever closed and cease to be and form public highway:

“Lane abutting Lots 19 and 20 on Registered Plan 437 (3<sup>rd</sup>) in the City of London and County of Middlesex”

and

“Lane abutting the rear of Lots 113, 114, 119 and 120 on Registered Plan 110 (3<sup>rd</sup>), and the rear of Lots 1 to 9, both inclusive, on Registered Plan 437 (3<sup>rd</sup>) in the City of London and County of Middlesex.”

2. The lands comprising the said lane hereby stopped up and closed shall continue to be vested in The Corporation of the City of London to be dealt with from time to time as the Municipal Council of the Corporation may see fit and deem proper.

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

PASSED in Open Council on June 25, 2019.

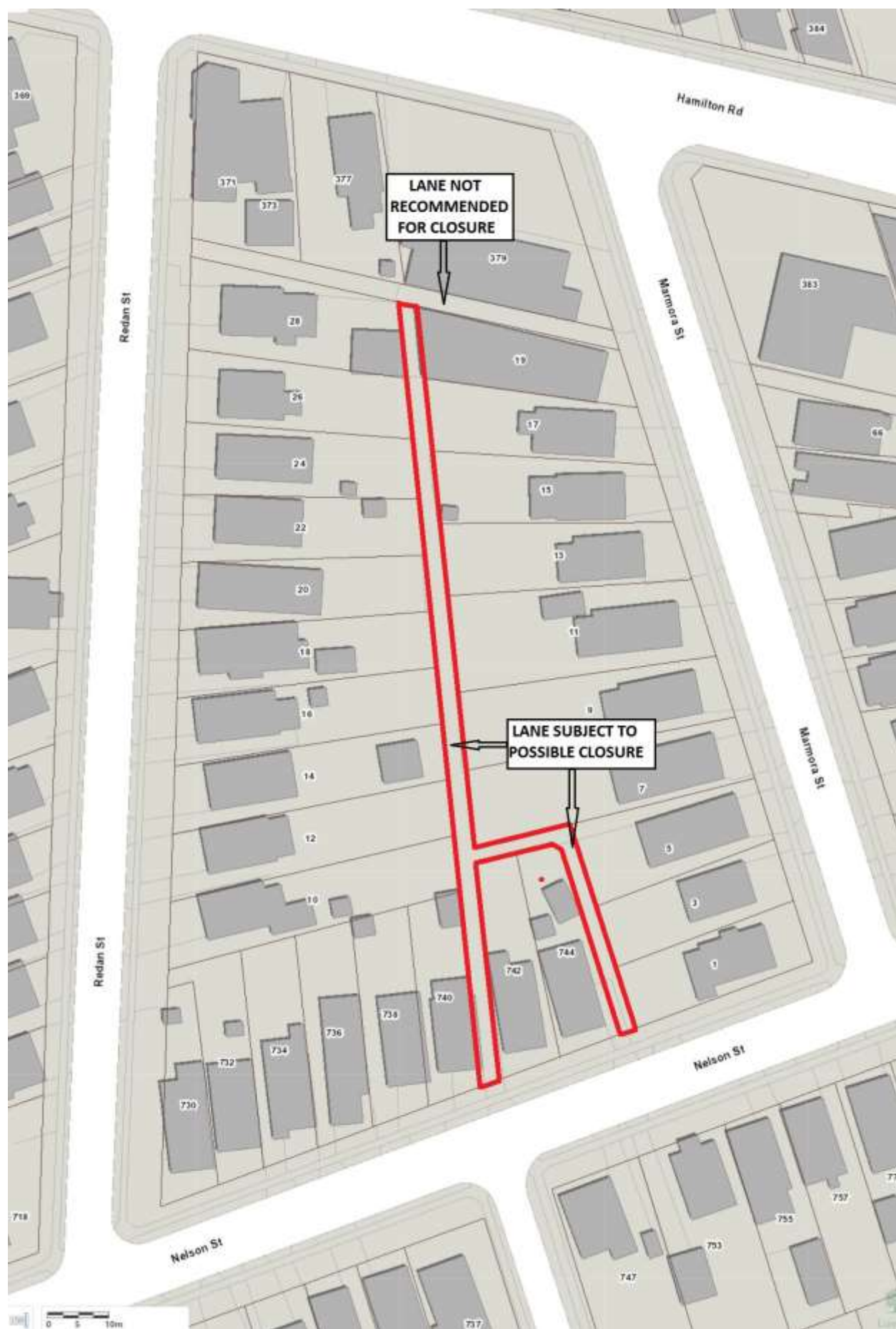
Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019



# Location Map



Bill No. 248  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to stop up and close Isaac Drive,  
north of Clayton Walk.

WHEREAS it is expedient to stop up and close Isaac Drive, north of Clayton Walk on Plan 33M-524 in the City of London;

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

1. Isaac Drive shall be stopped up and forever closed and cease to be and form public highway:

“Isaac Drive north of Clayton Walk on Plan 33M-524 designated as Parts 3 and 4 on Plan 33R-20114, in the City of London and County of Middlesex.”

2. The lands comprising the said street hereby stopped up and closed shall continue to be vested in the Corporation of the City of London to be dealt with from time to time as the Municipal Council of the Corporation may see fit and deem proper.

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

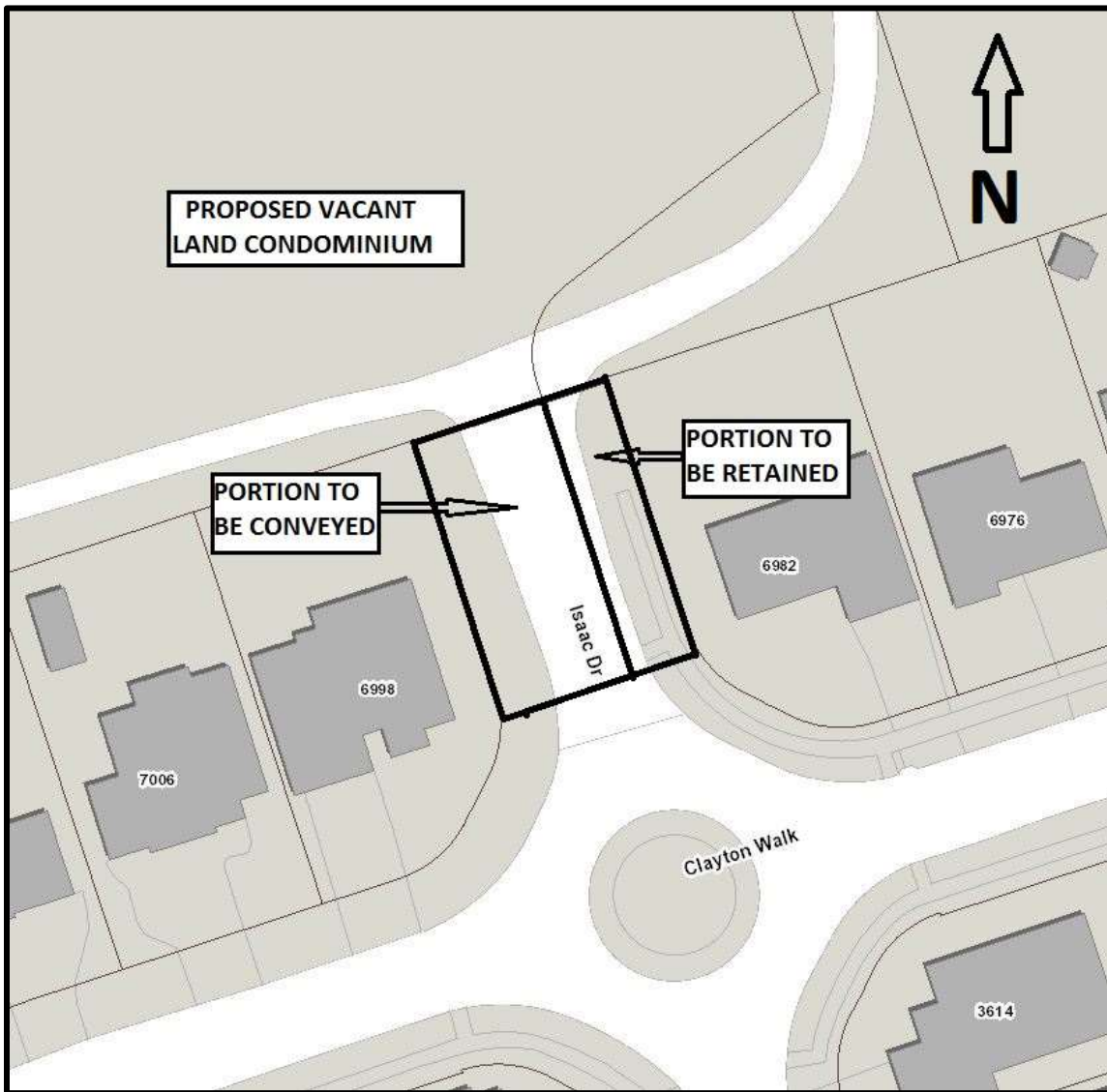
PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

# Location Map



Bill No. 249  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Crumlin Sideroad, north of Dundas Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Crumlin Sideroad, north of Dundas Street, namely:

“Part of Lot 1, Concession 1, in the geographic Township of West Nissouri, now in the City of London and County of Middlesex designated as Part 1 on Reference Plan 33R-19764.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.


Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - June 25, 2019  
Second Reading - June 25, 2019  
Third Reading - June 25, 2019

# Location Map



 Subject Lands

Bill No. 250  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Eden Avenue and Verulam Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Eden Avenue and Verulam Street, namely:

“Part of Lot 5 on Registered Plan 578 in the City of London and County of Middlesex, designated as Part 5 on Reference Plan 33R-20276.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.


Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - June 25, 2019  
Second Reading - June 25, 2019  
Third Reading - June 25, 2019

# Location Map



 Subject Lands

Bill No. 251  
2019

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road South, south of Tecumseh Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wharncliffe Road South, south of Tecumseh Street, namely:

“Part of Lot 3, Block K, Registered Plan 343(4th) in the City of London and County of Middlesex, designated as Parts 1, 2, 3 and 4 on Reference Plan 33R-20343.”

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor


Catharine Saunders  
City Clerk

First Reading - June 25, 2019  
Second Reading - June 25, 2019  
Third Reading - June 25, 2019



# Location Map



 Subject Lands

Bill No. 252  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for an area of land located at 1020 Coronation Drive.

WHEREAS Town & Country Developments Inc. has applied to remove the holding provision from the zoning of the lands located at 1020 Coronation Drive, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

NOW 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 1020 Coronation Drive, as shown on the attached map, to remove the holding provisions so that the zoning of the lands as a Residential R9 (R9-7\*H45) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

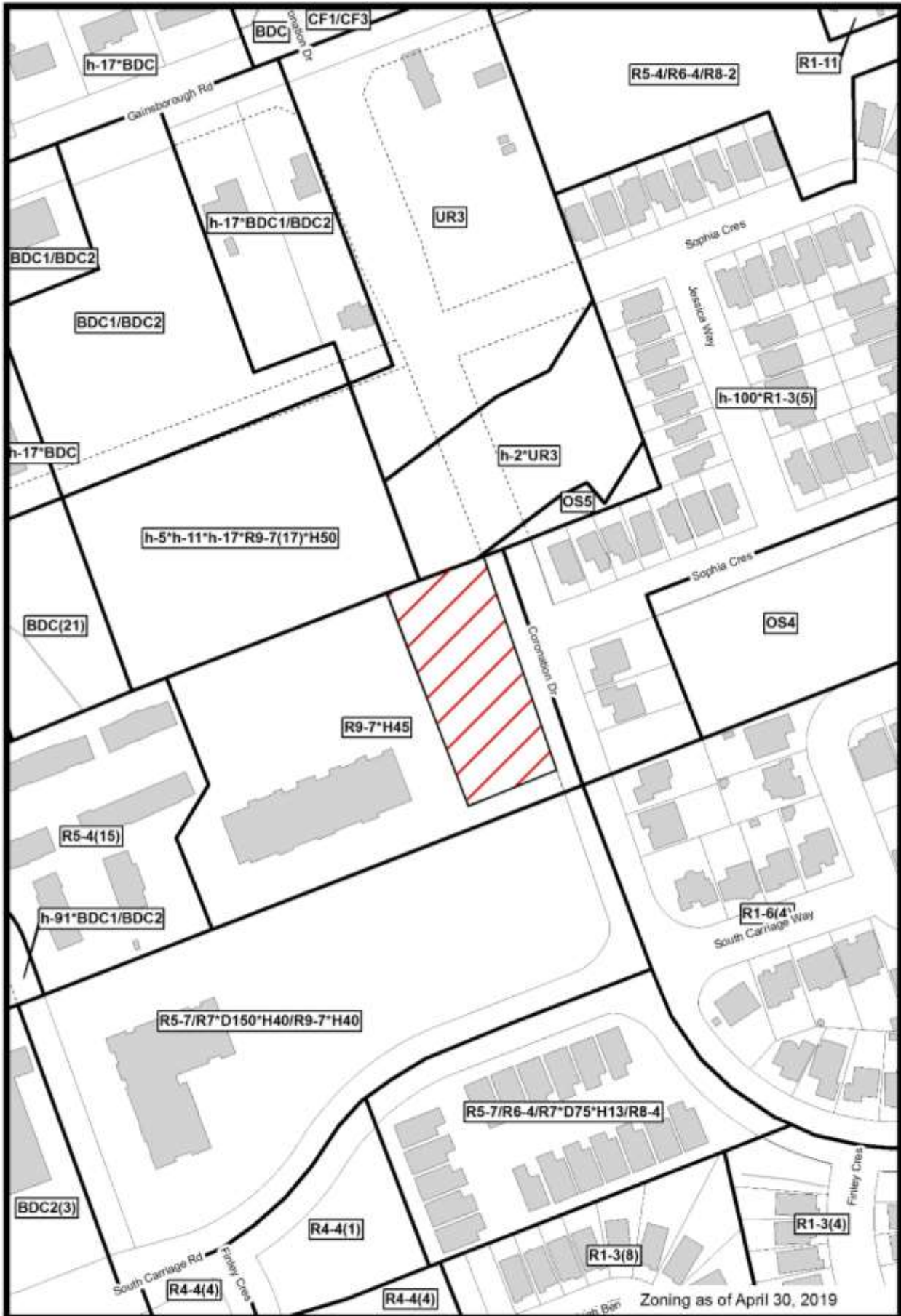
PASSED in Open Council on June 25, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019

Schedule "A"




File Number: H-9055

Planner: NP

Date Prepared: 2019/05/14

Technician: DM

By-Law No: Z.-1-

SUBJECT SITE 

1:2,000

0 10 20 40 60 80 Meters



Bill No. 253  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3493 Colonel Talbot Road.

WHEREAS 2219008 Ontario Ltd has applied to rezone an area of land located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Numbers \_\_\_ and \_\_\_ this rezoning will conform to the Official Plan;

NOW 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 3493 Colonel Talbot Road, as shown on the attached map, from a Residential R1 Special Provision (R1-8(5)) Zone and a holding Residential R1 Special Provision (h\*h-100\*R1-8(5)) Zone to a Residential R1 Special Provision/Residential R1 Special Provision (R1-8(5)/R1-8(\_)) Zone and a holding Residential R1 Special Provision/Residential R1 Special Provision (h\*h-100\*R1-8(5)/R1-8(\_)) Zone.
2. Section Number 5.4 of the Residential R1 Zone is amended by adding the following Special Provision:

R1-8(\_)

- a) Additional Permitted Use:

Courtyard Dwelling: means a single detached dwelling, less than 2 storeys in height that has an attached garage projecting beyond the principle entrance or front façade of any porch. For the purpose of this definition, the definition of garage shall be comprised of an interior garage façade that includes the garage door(s) located at no more than 90 degrees to the main building and principle entrance, an exterior garage façade located opposite to the interior garage façade, and a front garage façade being parallel to the street.

- b) Regulations for Courtyard Dwellings:

- i) Notwithstanding Section 5.3.1) or anywhere else in this by-law to the contrary, the lot frontage shall be as follows:

Lot Frontage (Minimum):	19m (62ft)
----------------------------	------------

- ii) Garage door(s) to be located perpendicular (not more than 90 degrees) to the main building façade and principle entrance
- iii) Garage door(s) and driveways are prohibited between the street and the front garage façade

- |       |  |               |
|-------|--|---------------|
| iv)   | Garage projection (depth) from the principle entrance or the façade (front face) of any porch, whichever is closer to the street (Maximum):  | 8m (26.2ft)   |
| v)    | Amount of transparent glazing (windows) on first storey of front garage façade (façade parallel to street) (Minimum):  | 18%           |
| vi)   | Amount of transparent glazing (windows) on first storey of exterior garage façade (façade opposite to interior garage façade and garage door(s)) (Minimum):                                      | 8%            |
| vii)  | Front yard depth of garage (Minimum):  | 4.5m (14.7ft) |
| viii) | Notwithstanding section 4.19.6.a) paragraph 2, the maximum driveway width shall not exceed 8m maximum for any portion of the driveway between the street line and the interior garage façade.    |               |
| ix)   | The maximum garage width (inner side of the interior garage wall to the inner side of the exterior garage wall) shall not exceed 8 m or 45% of the overall building width, whichever is greater. |               |
| x)    | Courtyard Dwellings shall be limited to not more that 30% of single detached lots to which the Zone applies to.  |               |

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. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on June 25, 2019.

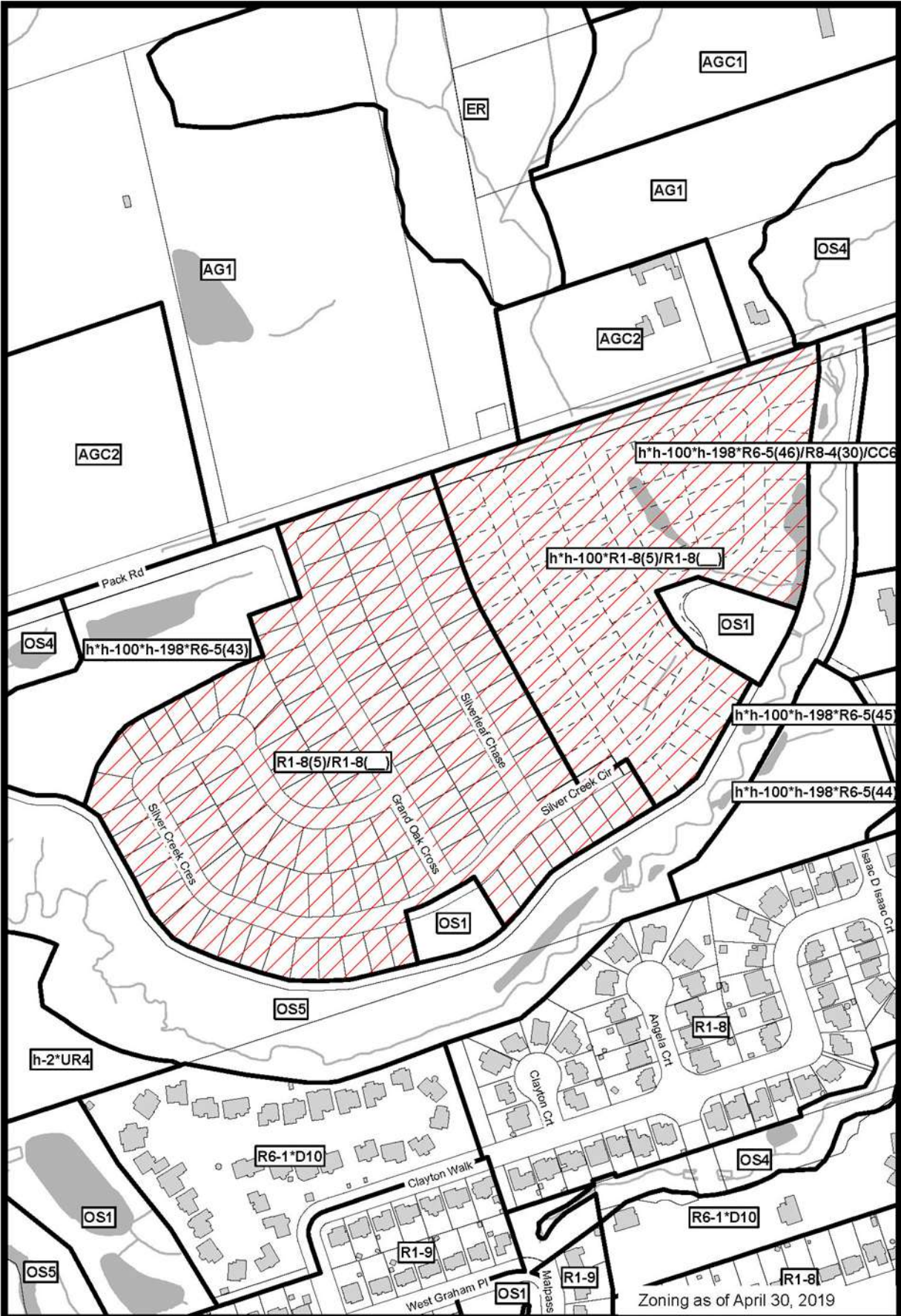
Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019



Schedule "A"



File Number: OZ-9032  
 Planner: SW  
 Date Prepared: 2019/05/28  
 Technician: RC  
 By-Law No: Z.-1-

**SUBJECT SITE** 

**1:4,000**

0 20 40 80 120 160 Meters 





Bill No. 254  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 945 Bluegrass Drive.

WHEREAS Gateway Church has applied to rezone an area of land located at 945 Bluegrass Drive, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

NOW 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 945 Bluegrass Drive, as shown on the attached map comprising part of Key Map No. A101, from a holding Community Facility Special Provision (h\*h-1\*h-18\*CF1(3)/CF3(1)\*D40\*H12) Zone and Urban Reserve (UR3) Zone to a Residential R8 Special Provision (R8-1(\*)) Zone and an Open Space (OS1) Zone.

2. Section Number 12.4 a) of the Residential R8 (R8-1) Zone is amended by adding the following Special Provision:

R8-1(*)	945 Bluegrass Drive	
a)	Prohibited Use:	
	i)	Emergency Care Establishment
b)	Regulations:	
	i)	Parking (Minimum): 66 spaces or 0.825 spaces per unit, whichever is greater.
	ii)	Density (Maximum): 46 units per hectare
	iii)	Setback to Rail Transportation (RT) Zone (Minimum): 30.0 metres (98.4 feet)

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. P.13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on June 25, 2019.

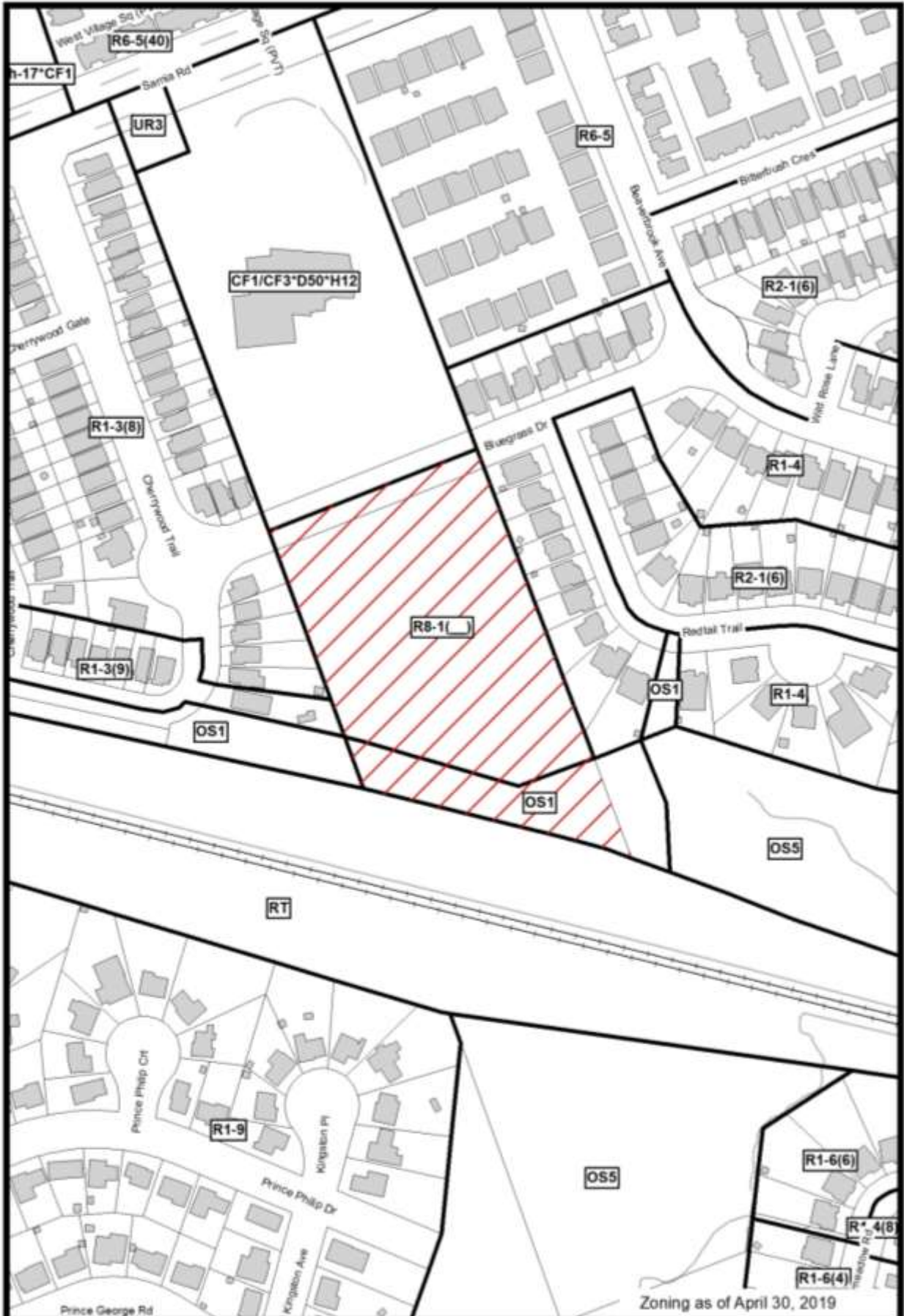
Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading – June 25, 2019



Schedule "A"



File Number: Z-9020  
Planner: CL  
Date Prepared: 2019/05/24  
Technician: RC  
By-Law No: Z-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100  
 Meters



Bill No. 255  
2019

By-law No. DR-\_\_\_\_\_ - \_\_\_\_\_

A by-law to provide for a Drainage Works in the City of London. (Construction of the Crinklaw-Scott Municipal Drain 2018).

WHEREAS the Municipal Council of The Corporation of the City of London appointed Spriet Associates London Ltd, pursuant to section 4 of the *Drainage Act, R.S.O. 1990*, Chapter D. 17, to prepare a report on the construction of the Crinklaw-Scott Municipal Drain 2018.

AND WHEREAS the Municipal Council of The Corporation of the City of London at its meeting on June 25, 2019 adopted the said Consulting Engineers' report dated December 20, 2018.

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

1. The report dated December 20, 2018 prepared by Spriet Associates London Limited, for the construction Crinklaw-Scott Municipal Drain 2018 as described as the southwest part of Lot 2, southeast part of Lot 3, Concession 3 in the Municipality of Thames Centre and the southwest part of Lot 2, southeast part of Lot 3, Concession 3 in the City of London at an estimated cost of \$44,100.00 is hereby adopted and the undertaking and completion of the drainage works outlined in the said report are hereby authorized.
2. The allowances in connection with this drainage works set out in Schedule "A" attached to this by-law are hereby approved.
3. The cost estimates for the drainage works set out in Schedule "B" attached to this by-law are hereby approved.
4. The assessments for construction for this drainage works set out in Schedule "C" attached to this by-law are hereby approved and shall be levied upon the lands, including roads, listed in Schedule "C" of this by-law.
5. The Corporation of the City of London may borrow on the credit of the Corporation the amount of \$44,100.00, being the amount necessary for the construction of this drainage works.
6. All of the assessments for this drainage works set out in Schedule "C" of this by law are payable in the year in which the assessments are imposed, and any outstanding assessments may be collected in the same manner and at the same time as other municipal taxes are collected.
7. This by-law comes into force on the day it is passed.

PASSED in Open Council on

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading –

SCHEDULE 'A' - ALLOWANCES

CRINKLAW-SCOTT DRAIN 2018

City of London

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
<b>City of London</b>					
<i>Geographic Westminster</i>					
3	N½ 2	080-030-001(1524151 Ontario Limited)	\$ 1,150.00	\$ 1,210.00	\$ 2,360.00
3	NPt. 3	080-030-002(S. & D. Crinklaw)	1,130.00	1,190.00	2,320.00
Total Allowances			\$ 2,280.00	\$ 2,400.00	\$ 4,680.00
<b>Total Allowances in the City of London</b>					<b>\$ 4,680.00</b>
<b>Municipality of Thames Centre</b>					
<i>Geographic Westminster</i>					
3	SW¼ 2	55-150(1060047 Ontario Inc.)	\$ 40.00	\$ 40.00	\$ 80.00
Total Allowances			\$ 40.00	\$ 40.00	\$ 80.00
<b>Total Allowances in the Municipality of Thames Centre</b>					<b>\$ 80.00</b>
<b>TOTAL ALLOWANCES ON THE CRINKLAW-SCOTT DRAIN 2018</b>					<b>\$ 4,760.00</b>

SCHEDULE 'B' - COST ESTIMATE

CRINKLAW-SCOTT DRAIN 2018

City of London

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

**CONSTRUCTION**

6 meters of 450mm dia., H.D.P.E. plastic sewer pipe including rodent gate,  
quarry stone rip-rap protection around pipe and end of ditch  
(Approximately 3m<sup>3</sup> quarry stone req'd)

Supply	\$ 520.00
Installation	\$ 870.00

Installation of the following concrete field tile including supply &  
installation of geotextile around tile joints (Approx. 450m req'd)

178 meters of 350mm dia. concrete tile	\$ 3,700.00
164 meters of 400mm dia. concrete tile	\$ 3,110.00

Supply of the above listed tile	\$ 6,570.00
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Strip, stockpile and relevel topsoil from tile trench and adjacent working area  
(4m wide) specified on drawings (approx. 348m)

	\$ 1,740.00
--	-------------

Supply and install one 900mm x 1200mm and two 600mm x 600mm ditch inlet catchbasins,  
including grates, leads, berms with overflow chutes, removal & disposal of existing catchbasin

	\$ 8,050.00
--	-------------

Clearing & Grubbing

	\$ 250.00
--	-----------

Exposing and locating existing tile drains.

	\$ 210.00
--	-----------

Tile connections as noted on plan

	\$ 250.00
--	-----------

Tile connections and contingencies

	\$ 1,200.00
--	-------------

Allowances under Sections 29 & 30 of the Drainage Act

	\$ 4,760.00
--	-------------

**ADMINISTRATION**

Endangered Species Review & Survey

	\$ 750.00
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Conservation Authority Review Fee

	\$ 300.00
--	-----------

Net Harmonized Sales Tax

	\$ 620.00
--	-----------

Survey, Plan and Final Report

	\$ 7,600.00
--	-------------

Expenses

	\$ 300.00
--	-----------

Supervision and Final Inspection

	\$ 3,300.00
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**TOTAL ESTIMATED COST**

	<u>\$ 44,100.00</u>
--	---------------------



SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

CRINKLAW-SCOTT DRAIN 2018

City of London

Job No. 216039

July 24, 2018

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>City of London</b>						
<i>Geographic Westminster</i>						
3	N½ 2	4.5	080-030-001(1524151 Ontario Limited)	\$ 11,490.00	\$ 1,860.00	\$ 13,350.00
3	NPt. 3	1.1	080-030-002(S. & D. Crinklaw)	12,150.00	181.00	12,331.00
TOTAL ASSESSMENT ON LANDS				\$ 23,640.00	\$ 2,041.00	\$ 25,681.00
<b>Total Assessment in the City of London</b>						<b>\$ 25,681.00</b>
<b>Municipality of Thames Centre</b>						
<i>Geographic Westminster</i>						
3	SEPt. 3	12.2	55-148(S. & D. Crinklaw)	\$	\$ 2,388.00	\$ 2,388.00
* 3	SEPt. 3	0.36	55-148-10(C. Millman & C. Paterson)		195.00	195.00
3	SW¼ 2	20.1	55-150(1060047 Ontario Inc.)	910.00	10,398.00	11,308.00
3	SE¼ 2	7.7	55-151(C. Mann, K. Holmes & C. Moore)		3,983.00	3,983.00
TOTAL ASSESSMENT ON LANDS				\$ 910.00	\$ 16,964.00	\$ 17,874.00
Dingman Drive		0.4	Municipality of Thames Centre	\$	\$ 545.00	\$ 545.00
TOTAL ASSESSMENT ON ROADS				\$	\$ 545.00	\$ 545.00
<b>Total Assessment in the Municipality of Thames Centre</b>						<b>\$ 18,419.00</b>
<b>TOTAL ASSESSMENT ON THE CRINKLAW-SCOTT DRAIN 2018</b>						<b>\$ 44,100.00</b>

Bill No. 256  
2019

By-law No. DR-\_\_\_\_\_ - \_\_\_\_

A By-law to provide for a Drainage Works in the City of London. (Construction of Branch 'D' of the Hampton-Scott Municipal Drain-2019).

WHEREAS the Municipal Council of The Corporation of the City of London appointed Spriet Associates London Ltd, pursuant to section 4 of the *Drainage Act, R.S.O. 1990, Chapter D. 17*, to prepare a report on the construction of Branch 'D' of the Hampton-Scott Municipal Drain;

AND WHEREAS the Municipal Council of The Corporation of the City of London at its meeting on June 25, 2019 adopted the said Consulting Engineers' report dated March 20, 2019;

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

1. The report dated March 20, 2019 prepared by Spriet Associates London Limited, for the construction of Branch 'D' of the Hampton-Scott Municipal Drain as described as parts of the south half of Lots 11 and 12, Concession 2 in the City of London at an estimated cost of \$81,700.00 is hereby adopted and the undertaking and completion of the drainage works outlined in the said report are hereby authorized.
2. The allowances in connection with this drainage works set out in Schedule "A" attached to this by-law are hereby approved.
3. The cost estimates for the drainage works set out in Schedule "B" attached to this by-law are hereby approved.
4. The assessments for construction for this drainage works set out in Schedule 'C' attached to this by-law are hereby approved and shall be levied upon the lands, including roads, listed in Schedule "C" of this by-law.
5. The Corporation of the City of London may borrow on the credit of the Corporation the amount of \$81,700.00, being the amount necessary for the construction of this drainage works.
6. All of the assessments for this drainage works set out in Schedule "C" of this by law are payable in the year in which the assessments are imposed, and any outstanding assessments may be collected in the same manner and at the same time as other municipal taxes are collected.
7. This by-law comes into force on the day it is passed.

PASSED in Open Council on

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 25, 2019  
Second Reading – June 25, 2019  
Third Reading –

SCHEDULE 'A' - ALLOWANCES

**HAMPTON - SCOTT DRAIN  
BRANCH "D" 2019  
City of London**

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

<u>CONCESSION</u>	<u>LOT</u>	<u>ROLL NUMBER (Owner)</u>	<u>Section 29 Right-of-Way</u>	<u>Section 30 Damages</u>	<u>TOTALS</u>
<b>BRANCH "D"</b>					
<i>Geographic Westminster</i>					
2	S Pt. 11 & 12	080-030-025 (Country Paws Boarding Inc.)	\$ 5,390.00	\$ 2,180.00	\$ 7,570.00
2	SW Pt. 12	080-030-024 (E. & K. Auzins)	2,670.00	2,370.00	5,040.00
Total Allowances			\$ 8,060.00	\$ 4,550.00	\$ 12,610.00
<b>TOTAL ALLOWANCES ON THE HAMPTON-SCOTT DRAIN - BRANCH "D" 2019</b>					<b>\$ <u>12,610.00</u></b>

SCHEDULE 'B' - COST ESTIMATE

**HAMPTON - SCOTT DRAIN  
BRANCH "D" 2019  
City of London**

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

**BRANCH "D"**

75 meters of open ditch spot cleanout	\$	300.00
439 meters of open ditch cleanout (Approx. 472 m <sup>3</sup> )	\$	2,400.00
300 meters of open ditch reconstruction (Approx. 1,000 m <sup>3</sup> )	\$	3,400.00
Seeding of ditch banks (approx. 1,850 m <sup>2</sup> )	\$	1,700.00
Levelling of excavated material	\$	2,700.00
Clearing & grubbing	\$	10,000.00
Construct four shot rock and quarry stone drop structures where specified Sta. 0+261 - 9m <sup>3</sup> shot rock and 4m <sup>3</sup> quarry stone Sta. 0+274 - 9m <sup>3</sup> shot rock and 4m <sup>3</sup> quarry stone Sta. 0+287 - 9m <sup>3</sup> shot rock and 4m <sup>3</sup> quarry stone Sta. 0+300 - 9m <sup>3</sup> shot rock and 4m <sup>3</sup> quarry stone	\$	10,400.00
Removal & disposal of existing pipe culvert		300.00
Construct the following helical corrugated aluminized steel pipe as new farm culvert Sta. 0+415 080-030-025 (Country Paws Boarding Inc.) Supply & delivery of 13 m - 1200mm dia, 2.0mm thick, 125mm x 25mm Installation of pipe including supply and installation of bedding and backfill including supply and install quarry stone rip-rap (Approx. 11m <sup>3</sup> Required) disposal of any unacceptable material	\$	3,800.00 6,800.00
Supply & install N.A.G. C-350 Turf Mat at Sta. 0+000 on east bank of Hampton-Scott Main Drain (Approx. 6 m <sup>2</sup> req'd)	\$	180.00
Contract Security	\$	700.00
Contingencies	\$	3,470.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	12,610.00



SCHEDULE 'B' - COST ESTIMATE (cont'd)

**HAMPTON - SCOTT DRAIN - BRANCH 'D' 2019**  
**City of London**

**ADMINISTRATION**

Conservation Authority Review Fee	\$	500.00
Net Harmonized Sales Tax	\$	1,214.00
Survey, Plan and Final Report	\$	16,214.00
Expenses	\$	212.00
Supervision and Final Inspection	\$	<u>4,800.00</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$</b>	<b><u>81,700.00</u></b>

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

HAMPTON - SCOTT DRAIN  
BRANCH "D" 2019  
City of London

Job No. 214181

March 20, 2019

\* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
<b>BRANCH "D"</b>						
<i>Geographic Westminster</i>						
* 2	SPt.11& 12	9.7	080-030-025 (Country Paws Boarding Inc.)	\$ 23,810.00	\$ 376.00	\$ 24,186.00
2	SWPt. 12	15.2	080-030-024 (E. & K. Auzins)	9,250.00	2,542.00	11,792.00
* 2	SPt. 13	4.35	080-030-022-51 (London City)		442.00	442.00
* 2	SPt. 13	1.3	080-030-022-01 (London City)		132.00	132.00
* 2	SPt.13& 14	2.4	080-030-022 (Brose Canada Inc.)		244.00	244.00
* 2	SPt. 13	4.9	080-030-067 (Brose Ontario Inc.)		589.00	589.00
2	NPt. 12	7.4	080-030-064 (S. McNeil & R, Sumner)		1,005.00	1,005.00
2	NEPt. 13	9.5	080-030-066 (J. & J. Jackson)		1,930.00	1,930.00
* 2	NWPt. 13	3.2	080-030-068 (K. Wattel)		650.00	650.00
2	NPts.13& 14	38.2	080-030-069(E. Perl & S. Webb)		6,560.00	6,560.00
2	NEPt. 15	12.5	080-030-071(D.,J. & A.Beattie & S. Huctwith)		2,488.00	2,488.00
2	NWPt. 15	9.0	080-030-070(D.,J. & A.Beattie & S. Huctwith)		1,828.00	1,828.00
2	NEPt. 16	2.4	080-030-072(W. & B. Panas)		244.00	244.00
* 2	Right-of-Way	15.1	030-280-154 (Hydro One Networks Inc.)		2,590.00	2,590.00
TOTAL ASSESSMENT ON LANDS				\$ 33,060.00	\$ 21,620.00	\$ 54,680.00
Highway No. 401		16.8	Ministry of Transportation	\$ 6,710.00	\$ 16,219.00	\$ 22,929.00
Unopened Road		3.1	Ministry of Transportation		529.00	529.00
Cheese Factory Rd.		1.2	City of London	2,330.00	732.00	3,062.00
Max Brose Drive			City of London	500.00		500.00
TOTAL ASSESSMENT ON ROADS				\$ 9,540.00	\$ 17,480.00	\$ 27,020.00
<b>TOTAL ASSESSMENT ON THE HAMPTON-SCOTT DRAIN BRANCH "D" 2019</b>						<b>\$ 81,700.00</b>