

# Community and Protective Services Committee

## Report

The 12th Meeting of the Community and Protective Services Committee  
November 3, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire,  
S. Hillier, Mayor E. Holder

ALSO PRESENT: J.Bunn, M. Schulthess and J. Taylor

Remote attendance: Councillors A. Hopkins, A. Kayabaga and  
E. Pelosa; C. Cooper, K. Dickins, L. Hancock, O. Katolyk, L.  
Loubert, L. Marshall, J.P. McGonigle, A. Pascual, D. Purdy, C.  
Smith, S. Stafford and B. Westlake-Power

The meeting was called to order at 4:01 PM; it being noted that  
the following Members were in remote attendance: Mayor E.  
Holder, Councillors S. Hillier, M. Salih and M. van Holst

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Hillier

Seconded by: P. Squire

That Items 2.1 to 2.7 BE APPROVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

### Motion Passed (6 to 0)

#### 2.1 Homeless Prevention Head Lease Program (Single Source 20-34)

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing,  
Social Services and Dearness Home and the concurrence of the Director,  
Financial Services, the following actions be taken with respect to the  
Homeless Prevention Head Lease Program – Single Source 20-34:

a) the proposed by-law, as appended to the staff report dated  
November 3, 3030, BE INTRODUCED at the Municipal Council Meeting to  
be held November 10, 2020 to:

i) approve the standard form “Lease Agreement”, as appended to the  
above-noted by-law, as the standard form of Agreement between the City  
of London and Landlords for the Head Lease program;

ii) delegate discretionary authority to the Managing Director, Housing,  
Social Services and Dearness Home to execute Agreements with  
landlords for the Head Lease program, employing the above-noted  
standard form of agreement;

iii) delegate authority to the Managing Director Housing, Social Services  
and Dearness Home, or written designate, to approve and execute such  
further and other documents, including amending agreements, that may  
be required in furtherance of the Lease Agreement that are consistent with  
the requirements contained in the above-noted standard form Lease

Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director, Housing, Social Services and Dearness Home and the Manager, Risk Management; and,

iv) delegate authority to the Managing Director, Housing, Social Services and Dearness Home to undertake all the administrative, financial and reporting acts in connection with the above-noted Lease Agreement;

b) the reallocation of the one-time assessment growth funding from the Housing Allowances program to the Head Lease program, in the amount of up to \$300,000, BE APPROVED and the Civic Administration BE DIRECTED to contribute any unspent portion of this funding, at the end of 2020, to the Operating Budget Contingency Reserve to fund the program in 2021; and,

c) a Single Source Procurement (SS 20-34), as per section 14.4(a) of the Procurement of Goods and Services Policy, BE AWARDED to Wastell Homes for the provision of units at an estimated cost of \$80,000 (excluding HST) to provide units for the Head Lease program for a one (1) year term with an option to renew for one (1) additional one year term. (2020-S14)

**Motion Passed**

## 2.2 Capital Repair and Improvement Program - Loan Funding Request

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Capital Repair and Improvement Program Loan Funding Request:

a) the Capital Repair and Improvement Loan of \$535,260 for capital repairs in accordance with By-law No. A.-7519-79, as appended to the staff report dated November 3, 2020, along with \$251,566 of the Canada-Ontario Community Housing Initiative (COCHI) funding, for a total allocation to The Spirit of 1919 Co-Operative Inc. in the amount of \$786,826, BE APPROVED; and,

b) the financing for the above-noted loan BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report. (2020-F11A)

**Motion Passed**

## 2.3 Update on Free Menstrual Products Available at City Facilities

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated November 3, 2020, with respect to an update on Free Menstrual Products Available at City Facilities, BE RECEIVED. (2020-S12)

**Motion Passed**

2.4 Nasal Naloxone Kits Available for Public Use in Some City of London Facilities Update Report

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Parks and Recreation, the following actions be taken with respect to an update on Nasal Naloxone Kits Available for Public Use in Some City of London Facilities:

a) the staff report dated November 3, 2020, with respect to this matter, BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to continue to supply two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round; it being noted that the Middlesex-London Health Unit supports this recommendation. (2020-S08)

**Motion Passed**

2.5 London's Film and Multi-Media Strategy Update

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to an update on London's Film and Multi-Media Strategy:

a) the staff report dated November 3, 2020 BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to submit a business case as part of the 2021 Annual Budget Update process to support the implementation of the Film and Multi-Media strategic objectives as outlined in this report. (2020-R08/M18)

**Motion Passed**

2.6 Amendment #1 - Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and the concurrence of the Administrator, Dearness Home, the following actions be taken with respect to a Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home:

a) the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020, to:

i) approve the Amending Agreement to the Lifemark Agreement, substantially in the form appended to the staff report dated November 3, 2020, between The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc.;

- ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- iii) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lifemark Agreement that are consistent with the requirements contained in the Lifemark Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director, Housing, Social Services and Dearness Home and the Manager, Risk Management. (2020-S02)

**Motion Passed**

2.7 Canada Mortgage and Housing Corporation (CMHC) Seed Funding Contribution Agreement and CMHC Loan Agreement

Moved by: S. Hillier  
 Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council Meeting to be held November 10, 2020, to:

- a) approve the standard form "CMHC Seed Funding Contribution Agreement", substantially in the form appended to the above-noted by-law, as the standard form of agreement between the City and Canada Mortgage and Housing Corporation with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;
- b) delegate discretionary authority to the Managing Director, Housing, Social Services and Dearness Home to approve of agreements with Canada Mortgage and Housing Corporation that are based on the above-noted standard form of agreement with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable; and,
- c) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2020-S11/F11)

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Invitation to Dr. Mackie to Discuss COVID-19 Health Measures

Moved by: M. van Holst  
 Seconded by: P. Squire

That the communication, dated October 26, 2020, from Councillor M. van Holst, with respect to extending an invitation to Dr. C. Mackie, Middlesex-

London Health Unit, for a discussion about COVID-19 responses and public health measures, BE RECEIVED. (2020-S08)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

4.2 Proposed Amendment to the Sign By-law - Petition - D. Ronson, Pro-choice London

That the following actions be taken with respect to graphic, unsolicited flyer deliveries to residential properties:

a) the Civic Administration BE DIRECTED to investigate options to address community concerns around graphic, unsolicited flyer deliveries to residential properties and report back to a future meeting of the Community and Protective Services Committee, outlining information and options including, but not limited to:

- i) steps taken by other municipalities with respect to this matter; and,
- ii) potential amendments to the existing municipal nuisance by-law or introduction of a new by-law with respect to this matter;

b) the communication, dated November 1, 2020, from Councillor van Holst, with respect to this matter, BE REFERRED to the Civic Administration for consideration;

c) the delegation request by M. McCann, London Against Abortion, BE REFERRED to a future public participation meeting with respect to this matter; it being noted that a communication from M. McCann, dated October 30, 2020, with respect to this matter, was received; and,

d) the following communications BE RECEIVED with respect to this matter:

- a communication, dated October 16, 2020, from D. Ronson, Pro-Choice London;
- a communication from Councillors A. Hopkins, S. Lewis, A. Kayabaga and E. Peloza;
- a communication, dated October 31, 2020, from B. Alleyne, Canadian Centre for Bio-Ethical Reform;
- a communication, dated November 1, 2020, from A. Marchand, London Area Right to Life Association; and,
- a communication, dated November 2, 2020, from T. Ewert, We Need a Law. (2020-T07)

**Motion Passed**

Voting Record:

Moved by: S. Lewis

Seconded by: E. Holder

Motion to approve part a).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: S. Hillier  
Seconded by: S. Lewis

Motion to approve part b).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: S. Hillier  
Seconded by: P. Squire

Motion to approve part c).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: E. Holder  
Seconded by: S. Hillier

Motion to approve part d).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

4.3 Proposed Amendment to the Noise/Sound By-law - High Frequency Noise - Request for Delegation Status - D. Mailer

Moved by: P. Squire  
Seconded by: E. Holder

That the request for delegation by D. Mailer with respect to amending the City of London Noise/Sound By-law to prohibit the use of outdoor high frequency sound emitting devices within city limits BE APPROVED for the December 1, 2020 Community and Protective Services Committee meeting; it being noted that a communication dated October, 26, 2020 from D. Mailer and a communication dated October 29, 2020 from O. Williams, with respect to this matter, were received. (2020-P01)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

4.4 (ADDED) Canada Mortgage and Housing Corporation (CMHC) - Rapid Housing Initiative (RHI)

Moved by: S. Hillier  
Seconded by: M. van Holst

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Deerness Home the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council Meeting to be held November 10, 2020, to:

a) authorize and approve the standard form “Rapid Housing Initiative (RHI) Agreement”, substantially in the form appended to the above-noted by-law, to be completed in accordance with the RHI program between the Canada Mortgage and Housing Corporation (CMHC) and The Corporation of the City of London;

b) delegate duties of the City, as Recipient to the “Rapid Housing Initiative (RHI) Agreement”, as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative program to the Housing Development Corporation, London (HDC), as agent for the City, to obtain approvals for applications and project plans from the Managing Director, Housing Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer; and,

c) authorize the Mayor and the City Clerk to execute program agreements or amendments as required related to the Rapid Housing Initiative;

it being noted that the City, as Service Manager, will retain responsibilities for ongoing operational compliance.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

## **5. Deferred Matters/Additional Business**

### **5.1 Deferred Matters List**

Moved by: S. Hillier

Seconded by: E. Holder

That the Deferred Matters List for the Community and Protective Services Committee, as at October 26, 2020, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

## **6. Adjournment**

The meeting adjourned at 5:32 PM.

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| <b>TO:</b>     | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b> |
| <b>FROM:</b>   | <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR<br/>HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>         |
| <b>SUBJECT</b> | <b>HOMELESS PREVENTION HEAD LEASE PROGRAM<br/>(SINGLE SOURCE 20-34)</b>                                  |

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| <b>RECOMMENDATION</b> |
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That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and the concurrence of the Director, Financial Services that the following actions be taken;

1. The attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council Meeting to be held November 10, 2020 to:
  - (a) **AUTHORIZE and APPROVE** the standard form "Residential Tenancy Agreement", substantially in the form attached as Schedule "1", as the standard form of agreement between the City and landlords for the Head Lease program;
  - (b) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home the discretionary authority to execute Agreements with various landlords for the Head Lease program, employing the standard form of agreement approved in subsection 1(a).
  - (c) **DELEGATE** to the Managing Director Housing, Social Services and Dearness Home, or written designate, the authority to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lease Agreement;
  - (d) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home the power to undertake all the administrative, financial and reporting acts in connection with the Residential Tenancy Agreement approved in subsection 1(a).
2. The reallocation of the one-time assessment growth funding from the Housing Allowances program to the Head Lease program in the amount of up to \$300,000 **BE APPROVED** and Civic Administration **BE DIRECTED** to contribute any unspent portion of this funding at the end of 2020 to the Operating Budget Contingency Reserve to fund the program in 2021.
3. A Single Source Procurement (SS 20-34) as per section 14.4(a) of the Procurement of Goods and Services Policy **BE AWARDED** to Wastell Homes for the provision of units at an estimated cost of \$80,000 (excluding HST) to provide units for the Head Lease program for a one year term with an option to renew for one additional one year term.

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| <b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b> |
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- Homeless Prevention Standard Form Occupancy Agreement for Head Lease Units (CPSC: March 31, 2020)
- Housing Stability Plan, 2019-2024 (CPSC: December 3, 2019)



## PURPOSE

The Head Lease program is intended to secure units in the private market to facilitate rapid delivery of affordable transitional housing with supports for individuals and families experiencing homelessness. The City of London Homeless Prevention team intends to lease units in the private market to be used as transitional housing for individuals and families who are experiencing homelessness with a range of support needs. The supportive component of the housing placement will be aimed at supporting successful tenancy through life skills development and focused on housing stability.

The purpose of this report is to seek approvals required for the operationalization of the Head Lease program, including:

1. Approval of the Standard Lease Agreement (Schedule 1).
2. Approval of the reallocation of one-time assessment growth funding to the Head Lease program.
3. Single Source approval for Wastell Homes at an annual estimated cost of \$80,000.

## BACKGROUND

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

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners. The Head Lease program supports the implementation of key strategies in the Housing Stability for All Plan.

### Rapid Rehousing Through Head Leasing

Rapid rehousing is intended for individuals and families who have been unable to resolve their homelessness, to secure housing as quickly as possible. Through Lease Agreements, the City will secure units in the private market for use as transitional housing with support for individuals and families experiencing homeless. The intent of the Head Lease program is to support individuals with high needs. Homeless Prevention will retain the flexibility to match individuals to units with a range of support needs and based on individuals choice

Individuals and families who are on the City of London Homeless Priority List are "matched" to affordable units (based on individual choice) leased by the City and with housing support services to promote successful tenancy through life skills development.

The units will be occupied by individuals and families for a transitional period. As housing stability increases for the individual or family they will be supported to secure permanent housing of choice.

On April 7, 2020, Municipal Council approved the Homeless Prevention Standard Form Occupancy Agreement for Head Lease Units.

A competitive process was undertaken to secure units for the Head Lease program. On June 15, 2020, an Expression of Interest (EOI) was released through Procurement to seek interested landlords for the Homeless Prevention Head Lease Program. The EOI was posted for three weeks on Bids and Tenders and the link was distributed to City of London Housing and Realty Services, Housing Development Corporation, London St. Thomas Real Estate Board, London Property Managers Association, London Homeless

Coalition and the London Homeless Prevention Network. The EOI did not receive any responses.

In addition to the EOI, communications has released social media messaging to increase awareness about the Head Lease program. There was not any interest generated from social media.

## 1. Standard Form Lease Agreement

The Standard Lease Agreement has been reviewed by the City Solicitor's Office, Financial Services and Risk Management.

### Legal Review

This type of lease agreement may be subject to the *Residential Tenancies Act, 2006* ("RTA") or the *Commercial Tenancies Act*. The proposed Lease Agreement has been drafted such that the RTA applies as between the City and the Landlord.

Where the RTA applies to a lease agreement, remedies under that Act are available to the landlord and to the tenant (in this case the City) with respect to evictions. Further, where the RTA applies to a lease agreement, there is a "deemed renewal" provision in the RTA (s. 38); if landlord or tenant do not give notice to the other to terminate a yearly tenancy, then it is deemed to be renewed on a month to month basis.

In general with respect to this program, some of the risks that may arise include:

- if the occupant asserts a right to maintain occupancy beyond the term agreed to by the City, litigation may result, at the Landlord and Tenant Board or in court;
- physical damage to the Landlord's unit;
- injury to occupants of the unit.

Council has previously approved the standard form Occupancy Agreement to be entered into between the City and the occupant of the unit through By-Law No.A-7960-96. Such occupancy is not intended to be subject to the RTA, as it is intended to fall within an exception to the RTA (s. 5.1). Section 5.1 of the RTA provides that the RTA does not apply with respect to living accommodation provided to a person as part of a program described in ss. 5.1(2) of the RTA if the person and the provider of the living accommodation have entered into a written agreement that complies with ss. 5.1(3) of the RTA, including that the living accommodation is intended to be provided for no more than a four-year period, and that a program consists of the provision of living accommodation and accompanying services such as rehabilitative services, therapeutic services, services intended to support employment, or services intended to support life skill development.

### Indemnification

The (RTA) Lease Agreement contains an indemnity provision.

Risk Management has reviewed and they conclude this provision should not prevent the Corporation from entering into the Agreement as the benefits outweigh the associated indemnity risk.

The indemnification provision is as follows:

21. **Liability.** Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or to any other person while such property is located upon the Premises or anywhere else on the property of the Landlord; Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that may be suffered or sustained by the Tenant, its employee(s), its agents, servants, guests or other invitees

who may be upon the Premises or the Building or appurtenances thereto. Subject to the foregoing, all risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom up to the limit of applicable insurance.

The Corporation has mitigated this exposure by transferring the risk to the occupant through the insurance and indemnity provisions in the approved Standard Form Occupancy Agreement, as well as through appropriate levels of oversight and control of services to ensure the associated risk is eliminated.

Through the Homeless Prevention Standard Form Occupancy Agreement for Head Lease Units, approved by Council April 7, 2020, occupants of units in the Head Lease program will be required to have insurance and they must add the City as an additional insured.

## 2. Reallocation of Funding

The Head Lease program will be funded through the reallocation of one-time 2020 assessment growth funding originally intended for the Housing Allowances program to a maximum of \$300,000. A portion of the rental costs will be recovered through occupancy fees based on the household income.

The use of this funding in the Head Lease program will be similar to providing Housing Allowances. Each provide the difference between the total cost of rent and participants ability to pay.

- Housing Allowances represent the difference between the participant's ability to pay a rent amount and the actual rent amount charged by the landlord. Housing Allowances may be ongoing over a period of years.
- The City, as the tenant in the Head Lease arrangement, pays the total rental amount to the landlord. The program participants pay the City a portion of the rental amount based on their ability to pay. The Head Lease program is transitional which allows for the one-time funds to be allocated without a requirement for annual ongoing funding. If the initial pilot demonstrates success, Homeless Prevention may seek ongoing funding for the Head Lease program through a future budget process.

Homeless Prevention requires up to a maximum of \$300,000 to be reallocated to the secure units/homes through the Head Lease program.

## 3. Single Source Approval

A competitive process was undertaken to secure units for the Head Lease program. On June 15, 2020, with the assistance from purchasing, a Request for Expression of Interest (REOI 20-13) for Homeless Prevention – Head Lease Program for City of London was published on the bids&tender website. On the closing date of July 3<sup>rd</sup>, 2020 there was not a single respondent that showed interest.

Wastell Homes has homes available for lease for a time limited basis for a minimum of one year. The time limited availability of these units align with the transitional Head Lease program model. There will be up to two homes available for lease in 2020 and more homes available for lease in 2021. The homes include single family homes and homes with two separate units.

Therefore, a single source methodology is being used to enter into agreements with Wastell Homes through the approved Standard Lease Agreement (Section 1). This approach is applied under the Procurement Policy (14.4.a Single Source) when an attempt to acquire the required goods and/or services by soliciting competitive bids has been made in good faith, but has failed to identify more than one willing and compliant supplier.

A single source procurement is being requested to enter into agreements with Wastell Homes through the approved Standard Lease Agreement (Section 1) starting with two homes in 2020. The first unit may be available for occupancy as soon as December 1, 2020. It is anticipated that as additional homes become available for lease, there may be opportunity to increase the number of lease agreements in 2021. Should this occur, consistent with this report, the procurement process as outlined in the Procurement of Goods and Services Policy will be followed.

The estimated costs for the two initial homes are included below:

| <b>Cost</b>   |  |
|---|--|
| Estimated Annual Rental Amount<br><ul style="list-style-type: none"> <li>2 homes at \$2500 per month (2-4 total units)</li> </ul> | \$60,000                                     |
| Estimated other costs<br><ul style="list-style-type: none"> <li>Example: utilities, damages</li> </ul>                            | \$20,000                                     |
| <b>Total Cost</b>   | <b>\$80,000 (excluding applicable taxes)</b> |

Occupants will pay the City monthly occupancy fees based on their income and this revenue will go back into the Head Lease program.

These units provide an opportunity to pilot the transitional Head Lease program for a minimum period of one year. Occupants will be supported to rapidly secure permanent housing to ensure that individuals do not exit the Head Lease program to homelessness.

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| <b>FINANCIAL IMPACT</b> |
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On June 23, 2020, the Strategic Priorities and Policy Committee received a report on the first allocation of assessment growth funding for 2020. Through this report, Council resolved:

- b) *notwithstanding Council’s Assessment Growth Policy, for 2020, the following actions be taken:*
  - i) *recognizing that the London Police Services Board has voted to defer three police positions provided for in its original 2020 Assessment Growth Business Case #12 request, the funding for the three positions that is currently allocated to the assessment growth request from the London Police Services Board BE DEFERRED; and,*
  - ii) *subject to the approval of part b)i) above, the proposed 2020 funding for the three positions BE REALLOCATED to support the 2020 Assessment Growth Business Case #13 Homeless Prevention - Homeless Prevention Allowances.*

As a result, one-time funding in the amount of \$516,488 was reallocated to the Housing Allowances program. This report recommends reallocation of \$300,000 of this one-time funding to support the Head Lease program. Additionally, this report requests direction to contribute any unspent portion of this funding at the end of 2020 to the Operating Budget Contingency Reserve to fund the program in 2021.

Housing support services are funded through other Homeless Prevention funding streams, including the provincial Community Homeless Prevention Initiative (CHPI), Federal Reaching Home, and municipal funds contained in the Homeless Prevention base budget.

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| <b>NEXT STEPS</b> |
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Homeless Prevention is continuing to actively seek interest of landlords to lease units to the City for use in the Head Lease program.

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| <b>PREPARED BY:</b>  | <b>SUBMITTED BY:</b>   |
| <br><br><br><br><br>   | <br><br><br><br><br>   |
| <b>LAURA CORNISH<br/>MANAGER, HOUSING, SOCIAL<br/>SERVICES AND DEARNESS HOME</b>                     | <b>CRAIG COOPER<br/>MANAGER, HOUSING, SOCIAL<br/>SERVICES AND DEARNESS HOME</b>          |
| <b>RECOMMENDED BY:</b>   | <b>CONCURRED BY:</b>   |
| <br><br><br><br><br>   | <br><br><br><br><br>   |
| <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR<br/>HOUSING, SOCIAL SERVICES AND<br/>DEARNESS HOME</b> | <b>IAN COLLINS<br/>DIRECTOR, FINANCIAL SERVICES<br/>FINANCE &amp; CORPORATE SERVICES</b> |

Cc: Kyle James Murray Director, Financial Planning & Business Support

## Appendix "A"

Bill No.  
2020

By-law No.

A by-law to authorize and approve a standard form "Lease Agreement" for use in the Head Lease program.

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

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* 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. The standard form "Lease Agreement", substantially in the form attached as Schedule "1" to this By-law, is approved as the standard form of agreement between the City and Landlords for the Head Lease program;
2. The Managing Director, Housing, Social Services and Dearness Home is delegated the discretionary authority to execute Agreements with landlords for the Head Lease program, employing the standard form of agreement approved in section 1.
3. The Managing Director Housing, Social Services and Dearness Home, or written designate, is delegated the authority to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lease Agreement that are consistent with the requirements contained in the standard

form Lease Agreement approved in this by-law, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director of Housing, Social Services and Dearness Home and the Manager of Risk Management.

4. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to undertake all the administrative, financial and reporting acts in connection with the Lease Agreement approved in section 1.

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

PASSED in Open Council on November 10, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading –

CC'  
Lynn Marshall, Solicitor, City Solicitors Office  
Jason Wills, Manager, Risk Management  
Ian Collins, Director, Financial Services  
Geoff Smith, Manager, Purchasing and Supply Operations  
Janice Brown, Financial Business Administrator, Finance and Corporate Services

Schedule 1

**HEAD LEASE PROGRAM - LEASE AGREEMENT**

**THIS LEASE** made as of the <Insert Date> between <Insert Landlord Name> (the "Landlord") and **THE CORPORATION OF THE CITY OF LONDON** (the "Tenant").

**In pursuance of the *Short Form of Leases Act, the Residential Tenancies Act, 2006* and amendments.**

1. **Lease.** The Landlord leases to the Tenant the residential unit (house) (the "Premises") at <Insert Address > (the "Building") for a term of one year beginning on <Insert Date> and ending on <Insert Date> (the "Term"). Any occupancy of the Premises by the Tenant shall be subject to the present tenant vacating the Premises.

2. **Rent.** The Tenant shall pay to the Landlord rent (the "Rent") during the Term in the amount of <Insert \$ > per month, in advance, on the first day each and every month commencing <Insert Date>. The Rent shall be paid at the Landlord's office or at such other place as the Landlord may, from time to time direct.

3. **Rental Deposit.** The Tenant agrees to pay to the Landlord, upon signing of this lease, the sum of <Insert \$ > as prepaid Rent to be applied toward the last month's Rent of the Term. The Landlord agrees to pay to the Tenant interest on such amount at the rate prescribed by law.

4. **Utilities.** The parties acknowledge that the cost of all utilities supplied to the Premises is part of the rent herein < Insert shall be paid by the Tenant or save and except the following >:

*<insert as applicable services and utilities that are not included in the cost of rent.*

*Examples:*

- *Gas*
- *Air conditioning*
- *Additional storage space*
- *On-site laundry*
- *Guest parking*
- *Electricity*
- *Heat*
- *water*
- *telephone*
- *cable*

5. **Parking.** Parking for <Insert #> vehicle(s) is included.

6. **Use and Occupancy of Premises.** The Landlord acknowledges that the Tenant is a social service agency in the field of supportive housing and that the Tenant shall have the right to sublet the Premises without obtaining the consent of the Landlord, at the



Tenant's sole discretion, to persons in need of social service at a rent which may be lower than the rent charged by the Landlord. The Tenant shall ensure that each occupant of the Premise is able to function independently and observe health, safety and emergency procedures or will provide them with appropriate support services.

**7. Termination by Tenant for Cause.** The Tenant may terminate this Lease for just cause upon thirty (30) days' written notice to the Landlord in the event that the Landlord fails to maintain the Premises in a good and substantial state of repair, fit for habitation and complying with all health, safety, housing and maintenance standards as required by the *Residential Tenancies Act, 2006*, as amended, or the Landlord commits any significant breach or default of this Lease

This clause may not be invoked on the basis of any action or negligence made by the Tenant, subtenant, or their Guests.

Prior to invoking this clause, the Tenant must give the Landlord written notice identifying the concern over which Landlord wishes to Terminate and allow the Landlord fourteen (14) days to return the Premises to the appropriate state.

This section shall not be interpreted so as to make Termination of the lease by the Tenant any less onerous than would otherwise be set out under the *Residential Tenancies Act, 2006*, as amended.

**8. Care of Premises.** The Landlord covenants to provide and maintain the Premises in a good state of repair and fit for habitation, and the Tenant agrees to keep the Premises in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by his willful or negligent conduct, or that of persons who are permitted on the Premises by him; and the Tenant further agrees not to make, or carry out any alterations or to decorate, without first obtaining the Landlord's approval in writing.

**9. Property Taxes.** All real property taxes and any municipal fees, levies or charges whatsoever as assessed against the Landlord with respect to the Premises shall be payable by the Landlord.

**10. Entry by Landlord.** The Landlord may enter the Premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the *Residential Tenancies Act, 2006*, as amended.

**11. Representations and Warranties.** The Tenant agrees that there was no promise, representation, undertaking or warranty by or binding upon the Landlord with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures in the Premises except such, if any, as is expressly set forth in this lease.

**12. Rules and Regulations.** The Tenant agrees to observe and comply with the Rules and Regulations in Schedule "A", attached hereto, with such variations, modifications,

and additions as shall from time to time be made upon notice to the Tenant by the Landlord. The Tenant shall refrain from the doing of any act in the Premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the Building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result.

**13. Termination and Vacant Possession.** The Tenant further covenants:

(a) That upon the termination of this lease in accordance with s. 19 herein, to deliver up possession of the Premises to the Landlord or his authorized agent and further to surrender all keys relating to the Premises, entrance doors to the Landlord's Building and any other entrance device to the Premises or to the said building. The Tenant shall provide vacant possession of the Premises upon the termination or expiry of the Lease.

If vacant possession cannot be provided on the termination date due to a subtenant refusing to vacate the premises for any reason, then the term of the lease shall extend to such time as vacant possession can be effected, provided that the Tenant has and continues to make reasonable ongoing efforts to effect vacant possession using all means available.

**14. Delivery Services.** The Tenant acknowledges and agrees that the Landlord shall have the right to limit access to the Building by delivery services where such services are not in the best interests of the Building or its occupants unless necessary for the health and welfare of the tenant or subtenant.

**15. Electrical and Mechanical.** In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom, but the Landlord will carry out all necessary repairs with reasonable diligence.

**16. Restrictions to be Observed.** Any additional services or amenities provided by the Landlord such as swimming pool, sauna bath, play areas, or others which are for the exclusive use of the tenants and/or those members of their families occupying the Premises and all the rules and regulations governing the use of same, must be adhered to otherwise the Landlord or his agent may restrict or refuse the use of such services or amenities.

**17. Locks.** The Tenant hereby consents to any alteration made in the locking system or to any change of locks in the Building in which the Premises are located, provided that written notice be given by the Landlord to the Tenant and new keys are provided at no charge to the Tenant.

**18. Enjoyment of Premises.** The Landlord and the Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises or of either party. Furthermore, the Landlord agrees not to do or cause anything to be done which may be deemed to be unreasonably

disturbing to the Tenant. Similarly, the Tenant agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Landlord or other tenants of the Building.

#### **19. Notice of Termination of Tenancy.**

(a) If either the Landlord or the Tenant desire to terminate the tenancy at the expiration or end of the Term, the party desiring to terminate the tenancy shall give notice in writing to that effect to the other party in accordance with the provisions of the *Residential Tenancies Act, 2006*, as amended.

(b) After the delivery of such notice of termination by either party, the Landlord shall be entitled to show the Premises to prospective tenants at all reasonable hours.

(c) If neither party delivers such notice of termination to the other, then upon the expiration of the Term, the Tenant shall become a monthly tenant only subject to the terms and conditions as set out and the said monthly rental rate may be increased by the Landlord (at the rate as established in the *Residential Tenancies Act, 2006*) upon giving the Tenant the proper notice of such rental increase.

(d) Any monthly tenancy as may be created under (c) may be terminated by giving notice not less than 60 days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a month of the tenancy; provided that any such notice of termination shall be without prejudice to the Landlord's right to show the Premises to prospective tenants at all reasonable hours after such notice has been delivered.

#### **20. Breach of Covenant and Remedy.**

Subject to this Agreement, in the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to the party's attention and shall allow a reasonable period of time to the defaulting party in which to remedy such breach. Where either party fails to provide the other party with the required notice, neither party shall be entitled to a remedy for the alleged breach, save and except the timely payment of Rent

**21. Liability.** Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or to any other person while such property is located upon the Premises or anywhere else on the property of the Landlord; Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that may be suffered or sustained by the Tenant, its employee(s), its agents, servants, guests or other invitees who may be upon the Premises or the Building or appurtenances thereto. Subject to the foregoing, all risks of such injury or death shall be

assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom up to the limit of applicable insurance.

**22. Amendment or Waiver.** No amendment or waiver of any part of this lease shall be effective unless same is in writing and attached to or endorsed upon the said lease by the Tenant and the Landlord (or the Landlord's authorized agents, it being specifically understood and agreed between the parties that the Landlord's janitors or superintendents are NOT authorized agents of the Landlord within the meaning of this clause).

**23. Notices.** Except where otherwise provided by the *Residential Tenancies Act, 2006*, as amended, any notice required or contemplated by any provision of this lease shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in a registered letter addressed to:

**the Landlord: <Insert Address >**

**the Tenant: <Insert Address >**

**the subtenant: <Insert Address >**

**24. Miscellaneous.** This lease and everything contained in it shall extend to and bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of the parties to it.

**25. Insurance.** The Tenant must have insurance at all times, and all policies shall contain a waiver of subrogation clause in favour of the Landlord. If the Landlord asks for proof of coverage, the Tenant must provide it. It is up to the Tenant to get contents insurance if they want it.

Occupants of the premise must have in place \$1 million General Liability and \$1 million Tenants Legal Liability.

**26. Overlooking and Condoning.** Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non observance nor so as to defeat or affect in any way the rights of the Landlord hereunder in respect of any subsequent default, breach or non observance.

By signing this Agreement, the Landlord and Tenant agree to follow its terms.

**LANDLORD**

\_\_\_\_\_

**Signature**

Witness

**Print Name:** \_\_\_\_\_

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_

\_\_\_\_\_

## Schedule "A"

### Rules and Regulations

1. **Moving of Furniture.** Household furniture and effects shall not be taken into or removed from the Premises except at such times and in such manner as are first approved by the Landlord. No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them.
2. **Floors.** Floors shall be kept clean and polished by the tenant at all times, and rugs shall be laid thereon to suppress noise that might disturb neighbouring tenants.
3. **Walls.** The tenant shall not paint, paper or decorate any part of the Premises without first obtaining the consent of the Landlord. Spikes, hooks, nails or screws shall not be inserted in the walls or floors or woodwork of the Premises.
4. **Windows and doors.** All glass, locks, and trimmings upon the doors and windows of the Premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the Landlord or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of other tenants or to the property of the Landlord. Tenants neglecting this rule are to be held responsible for any resulting damage.
5. **Locks.** Additional locks or bolts shall not be placed upon any door of the Premises, and the present locks shall not be altered, without the written consent of the Landlord, which shall be endorsed upon the lease.
6. **Radiators and ventilators.** Air vents attached to radiators shall not be opened. If any radiator or air vent is found out of order from any cause, the janitor shall at once be notified. Any damage to the property of the Landlord or of other tenants caused by neglect of these precautions shall be the responsibility of the Tenant whose radiator has become defective. The tenant shall not tamper with the grills or any part of the mechanical ventilators or any part of the equipment in the building.
7. **Water and water-closets.** Water shall not be left running unless it is in actual use in the Premises or in the laundry attached to the Premises. Water-closets and other water apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.
8. **Electrical installations.** The Landlord or his agents will direct electricians where and how the wires are to be introduced, for telephone service and without such direction drilling or cutting for wires will not be carried on. If a tenant desires to install, add to or alter gas or electric light fittings he must arrange with the Landlord for the necessary connections and no gas pipe or electric wire may be introduced without the

authorization in writing of the Landlord. The Tenant shall not install on his Premises additional equipment, additional electrical circuits, or additional electrical or other appliances which may overload existing electrical circuits without the written consent of the Landlord.

9. **Aerials.** A telephone, radio, or television aerial shall not be erected, installed or attached to the Building by the tenant.

10. **Laundry appliances.** No washing or drying machines shall be brought upon the Premises or into the Building without the consent in writing of the Landlord.

11. **Balconies.** Awnings shall not be erected on the outside of the windows or above the balconies of the Premises without the prior written consent of the Landlord. Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Barbecuing is not permitted on the balcony, and the balcony shall not be used for storage. In washing balcony floors water shall not be permitted to escape over the sides of the floor. Summer furniture only may be placed on the balcony. Nothing shall be allowed to overhang any window-sill or to project beyond any balcony railing.

12. **Interference from appliances.** The tenant shall not use any electrical appliance or power tool on the Premises so as to interfere with the reception of any radio or television set or the operation of any power tool or electrical appliance in the Building. If the Landlord informs the tenant that such interference has occurred, the tenant shall discontinue such interference immediately.

13. **Noise.** Noise of any kind which in the opinion of the Landlord may be calculated to disturb the comfort of any other occupant of the Building shall not be made by a tenant, nor shall any noise whatsoever including the playing of any musical instrument be repeated or persisted in after requests to discontinue such noise has been given by the Landlord. Pianos, organs, violins, and other musical instruments shall not be permitted to be played by the tenant in the Premises after eleven o'clock p.m.

14. **Animals.** No animal or bird shall be allowed upon or kept in or upon the Premises without the consent of the Landlord endorsed on this lease.

15. **Fire risks.** The tenant shall not do or permit anything to be done in the Premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the Building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the Building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws.

**Smoking.** Under provincial law, smoking is not allowed in any indoor common areas of the Building.

16. **Garbage.** Tenants shall not place, leave or permit to be placed or left in any common areas of the buildings any debris or refuse. Tenants shall wrap all garbage tightly in paper, tie it, and place it at the curbside on collection day.

17. **Entry, passageways and halls.** The entry, passageways, halls and stairways used in common by the tenants shall not be obstructed by any of the tenants or used by them for any purpose save for ingress to and egress from their premises. Tenants shall not place or allow to be placed in the common halls or passageways of the building any rubbers, boots, or umbrellas.

18. **Storage space.** If storage space is provided by the Landlord for the use of the tenant, the Landlord shall be under no liability for loss, damage, or theft of any of the tenant's goods or chattels stored in the building.

19. **Notices.** Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building, or on the inside of the building.

20. **Parking.** The tenant shall not park his car in any unauthorized area. Any tenant parking his car in an unauthorized area may be charged with the cost of towing it away.

21. **Landscaping.** Tenants, their families and their guests shall not harm, mutilate, destroy or alter the landscaping works attached to the property, including grass, trees, shrubs, hedges, flowers and flower beds.



|                 |  |
|-----------------|--|
| <b>TO:</b>      | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b> |
| <b>FROM:</b>    | <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR, HOUSING, SOCIAL SERVICES<br/>AND DEARNESS HOME</b>        |
| <b>SUBJECT:</b> | <b>CAPITAL REPAIR AND IMPROVEMENT PROGRAM<br/>LOAN FUNDING REQUEST</b>                                   |

**RECOMMENDATION**

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home;

The following actions be taken with respect to this report:

- a) The Capital Repair and Improvement Loan of \$535,260 for capital repairs in accordance with By-law No. A.-7519-79 attached as "Schedule 1", along with \$251,566 of Canada-Ontario Community Housing Initiative (COCHI) funding, for a total allocation to The Spirit of 1919 Co-Operative Inc. in the amount of \$786,826 **BE APPROVED**;
- b) The financing for the loan identified in a) above **BE APPROVED** in accordance with the "Sources of Financing Report" attached, hereto, as Appendix 'A';

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Municipal Council Approval of Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI), Approval of Ontario Transfer Payment Agreement (CPSC: June 17, 2019)
- Capital Repair and Improvement Program – Approval of Loan Agreement (CPSC: August 12, 2020)

**BACKGROUND**

**Link to Corporate Strategic Plan**

Administering the Capital Repair and Improvement Program links to the Corporate Strategic Plan's key area of focus of "Strengthening our Community", specifically:

- Reduce the Number of Individuals and Families Experiencing Chronic Homelessness or At Risk of Becoming Homeless

**Link to Housing Stability Action Plan**

Administering the Capital Repair and Improvement Program links to the Housing Stability Action Plan Strategic Initiative 2.2.c "Support long-term capital planning for social housing providers to address renovation and repair needs".

**Intent of this Report**

Request approval for loan funding to The Spirit of 1919 Co-Operative Inc. located at 2 Bonaventure Drive in London as recommended by the Acting Managing Director, Housing Social Services and Dearness Home.

**Background**

Under the *Housing Services Act, 2011*, the City of London was identified as the Service Manager responsible for administering the delivery of social housing in the City of London and the County of Middlesex.

Within London and Middlesex County, there are 63 Social Housing Providers (excluding London Middlesex Housing Corporation) who manage approximately 3,300 rent-geared-to-income units. Through the recent completion of the Building Condition Assessment and Reserve Fund Studies, which analyzed capital requirements for those 63 Social Housing Providers, a \$63,842,095 forecasted infrastructure gap by 2025 was identified.

As the social/community housing sector faces the challenge of aging infrastructures and longer lead time for capital project execution, the intent of the Capital Repairs and Improvement Program (“Program”) is to provide additional funding mechanisms that allow greater support and flexibility for housing providers.

The Program will provide non-profit and co-op housing providers the opportunity to access capital funding through a centralized application process. All approved requests through the Program will be funded in the form of either a grant, an interest-free loan with a repayment plan, or a combination of both.

On August 25, 2020, the Municipal Council approved the standard Capital Repair and Improvement Loan Agreement for the Program and approved the Acting Managing Director, Housing, Social Services and Dearness Home, or his/her designate, to execute the agreement on behalf of the City upon obtaining approval of the loan amount in accordance to By-law No. A.-7519-79 (“Schedule 1”).

Since Municipal Council’s approval of the standard Capital Repair and Improvement Loan Agreement for the Program, Housing Services has coordinated with Finance to develop and finalize the Capital Loan process. At any point in time the approval of grants or loans within this program are subject to a review of the available balance in the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund, which was established to provide funding support for major capital repairs and upgrades to maintain existing social housing units managed by non-profit and co-op housing providers.

**Request for Capital Loan**

The Spirit of 1919 Co-Operative Inc. (“Co-Operative”) is a social housing provider in the city’s service management area. It is a townhouse complex with twenty-four (24) two-bedroom units, thirty-eight (38) three-bedroom units, and sixteen (16) four-bedroom units located at 2 Bonaventure Drive in London. The complex was built in 1988. The Co-operative’s current capital reserve fund balance is \$391,653, and generated an average annual surplus of \$26,050 over the last three years. The Co-operative also contributes over \$60,000 annually to its capital reserve fund as required by the *Housing Services Act, 2011*.

The Building Condition Assessment (BCA) completed in 2019 for the building identified the windows and storm doors are in poor condition, where several units are experiencing drafts and water infiltration. In addition, vinyl siding is near its end of useful life and several locations are beginning to lift and break. To avoid further deterioration and potential structure integrity concern, the repair and replacement of these elements should be addressed immediately.

A funding application was submitted to the Housing Division by the Co-Operative to rationalize the capital works planned, options reviewed, and budget and project plan submitted with technical documentation as per the Program guidelines. Upon Housing Division’s review of the application documents, and the Co-Operative’s capital reserve fund and financial resources, it is recommended that the Co-Operative receive an allocation of \$251,566 COCHI funding, funded 100% by the Province; and up to \$535,260 in an interest-free loan funding, repayable in equal installments within ten (10) years. The funding will be utilized for the following repairs:

|  |                   |
|--|-------------------|
| a) Window Replacement                  | \$ 233,896        |
| b) Front & Rear Storm Door Replacement | \$ 70,200         |
| c) Vinyl Siding Replacement            | \$ 416,400        |
| d) Project Management                  | \$ 66,330         |
| <b>Total Capital Request</b>           | <b>\$ 786,826</b> |
| <br>                                   |                   |
| <b>COCHI Funding</b>                   | <b>\$ 251,566</b> |
| <b>Loan Funding</b>                    | <b>\$ 535,260</b> |
| <b>Total Funding</b>                   | <b>\$ 786,826</b> |

|                         |
|-------------------------|
| <b>FINANCIAL IMPACT</b> |
|-------------------------|

Capital Repairs and Improvement projects utilizing the COCHI funding (\$251,566) are funded 100% by the Province and are not subject to any cost sharing requirements by the City.

Capital Repair and Improvement projects utilizing the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund (\$535,260) will be approved based on By-law No. A.-7519-79 attached as "Schedule 1", where projects with a value of \$100,000 or greater for each occurrence shall be approved by Municipal Council. The Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund has sufficient funding to accommodate this loan allocation as outlined in the Source of Financing Report attached as Appendix "A".

|   |   |
|---|---|
| <b>PREPARED BY:</b>   | <b>SUBMITTED BY:</b>                            |
|   |   |
| <b>MENG LIU<br/>MANAGER, HOUSING ADMINISTRATION<br/>AND SUPPORT</b>                               | <b>DAVE PURDY<br/>MANAGER, HOUSING SERVICES</b> |
| <b>RECOMMENDED BY:</b>  |   |
|   |   |
| <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR, HOUSING,<br/>SOCIAL SERVICES AND DEARNESS HOME</b> |   |

- C: Annette Ripepi, Financial Business Administrator  
 Kyle Murray, Director Financial Planning & Business Support  
 Jason Davies, Manager of Financial Planning & Policy

APPENDIX "A"

Chair and Members  
Community & Protective Services Committee

#20156  
November 3, 2020

RE: Capital Repairs - 2 Bonaventure Drive  
The Spirit of 1919 Co-operative Inc. - \$786,826.00 (including H.S.T.)

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**FINANCE DEPARTMENT REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the loan funding request can be accommodated from the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund, and that subject to the adoption of the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the detailed source of financing for this request is:

| <b><u>ESTIMATED EXPENDITURES</u></b>   | <b><u>This Submission</u></b>  |
|--|--------------------------------|
| 2 Bonaventure Drive - The Spirit of 1919 Co-operative Inc.                                 | \$786,826                      |
| <b>NET ESTIMATED EXPENDITURES</b>  | <b><u><u>\$786,826</u></u></b> |
| <b><u>SOURCE OF FINANCING</u></b>  |                                |
| Drawdown from Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund (Loan) | 1) \$535,260                   |
| COCHI (Canada-Ontario Community Housing Initiative) Funding (Provincial Funding) (Grant)   | \$251,566                      |
| <b>TOTAL FINANCING</b>   | <b><u><u>\$786,826</u></u></b> |

- 1) The uncommitted balance in the Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund will be approximately \$9.8M with the inclusion of this project.

lp

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Kyle Murray  
Director, Financing Planning & Business Support

Bill No. 101  
2017

By-law No. A.-7519-79

A by-law to repeal and replace By-law A.-6041-647 being "A by-law to establish the Social Housing Major Repairs and Upgrades Stabilization Reserve Fund."

WHEREAS section 9 of the *Municipal Act, R.S.O. 2001, C.25*, as amended, provides that a municipality has all of the rights, powers and privileges of a natural person;

AND WHEREAS subsection 10(1) of the *Municipal Act, R.S.O. 2001, C.25*, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, R.S.O. 2001, C.25*, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS Section 417 of the *Municipal Act, R.S.O. 2001, C.25*, as amended, provides that a municipality may establish a reserve fund for any purpose for which it has authority to spend money;

AND WHEREAS it has been deemed expedient to repeal and replace the current stabilization reserve fund to provide funding support for major capital repairs and upgrades to maintain existing social housing stock managed by non-profit and co-op housing providers.

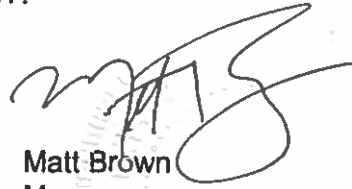
NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. A reserve fund is hereby established to be known as the "Social Housing Major Repairs, Upgrades and Stabilization Reserve Fund" (hereinafter called the "Fund").
2. The monies standing in the Fund shall be used by The Corporation of the City of London to provide for major capital repairs and upgrades to maintain existing social housing units managed by non-profit and co-op housing providers.
3. Monies with a value of less than \$100,000 for each occurrence can be expended by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate for the purposes outlined in section 2 of this by-law.
4. Before monies with a value of \$100,000 or greater for each occurrence are expended from the Fund for the purposes outlined in section 2 of this by-law, the approval of the Municipal Council shall be given to the allocation of such monies from the Fund.
5. Any subsequent monies raised through the annual property tax levy to be used as a contribution to the Fund shall be deposited to the Fund by the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate.
6. The Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1) of the *Municipal Act, 2001*, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the Corporation may hold from time to time provided that any earnings derived from the monies standing in the Fund shall accrue to and form part of the Fund.
7. Notwithstanding that provision may not be made by the Municipal Council in the estimates of the current or any subsequent year for contributions to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.


8. By-law A.-6041-647 being "A by-law to establish the Social Housing Major Repairs and Upgrades Stabilization Reserve Fund", passed by Municipal Council on October 23, 2006, is hereby repealed.

9. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on March 2, 2017.



Matt Brown  
Mayor



Catharine Saunders  
City Clerk

First Reading - March 2, 2017  
Second Reading - March 2, 2017  
Third Reading - March 2, 2017

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| <b>TO:</b>      | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b>  |
| <b>FROM:</b>    | <b>CHERYL SMITH<br/>MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE<br/>SERVICES<br/>AND<br/>ANNA LISA BARBON<br/>MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER,<br/>CHIEF FINANCIAL OFFICER</b> |
| <b>SUBJECT:</b> | <b>UPDATE ON FREE MENSTRUAL PRODUCTS AVAILABLE<br/>AT CITY FACILITIES</b>   |

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| <b>RECOMMENDATION</b> |
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That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the attached report BE RECEIVED for information.

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| <b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b> |
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- Presentation by the Diversity, Inclusion and Anti-Oppression Advisory Committee (April 1, 2019)

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| <b>STRATEGIC PLAN LINKAGES 2019-2023</b> |
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**Strengthening our Community:** Londoners have access to the services and supports that promote well-being, health and safety in their neighbourhoods and across the city. Increase participation in recreation, sport, and leisure activities. Remove barriers to access recreation, sport, leisure, and leadership programs and services.

**Leading in Public Service:** Londoners experience exceptional and valued customer service. Increase community and resident satisfaction of their service experience with the City.

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| <b>BACKGROUND</b> |
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In April 2019, Council heard a presentation by the Diversity, Inclusion and Anti-Oppression Advisory Committee asking that menstrual products be distributed free of charge in City buildings. In response, Council directed Civic Administration to undertake the following actions:

- i. Civic Administration BE DIRECTED to provide free menstrual products (pads and tampons) in all public facing City of London facilities and report back at a future meeting of the Community and Protective Services Committee (CPSC) with respect to the cost associated with this;
- ii. Civic Administration BE REQUESTED to explore the option of providing free menstrual products in all remaining City of London facilities, as a pilot project, and report back at a future meeting of the CPSC with respect to the cost associated with this.

The purpose of this report is to provide an update on the cost of providing free menstrual products in all public-facing City of London facilities and to outline next steps to be undertaken to provide free menstrual products in all remaining City of London facilities.

**Free Menstrual Products in Public-Facing Facilities Pilot**

In September 2019, the pilot program was launched and 40 City of London facilities now provide free menstrual products (pads and tampons) in washrooms that are accessible to the public.

A list of the buildings and locations where the product is available to the public, is found in APPENDIX A.

The actual cost to implement the pilot was significantly less than the original estimate of \$25,000. The actual cost was \$13,600, made up of \$9,600 in the one-time cost of dispensers, trays, and decals, and \$4,000 in product. The cost to set up one washroom with a dispenser and product cost between \$250 and \$300 each.

There were few issues identified throughout the pilot, use and loss was significantly less than anticipated, and there was minimal waste or vandalism. Product loss was mainly due to vandalism (product thrown out or flushed down toilets) and loss due to product being dispensed and not used.

**Free Menstrual Products in All Remaining City Facilities**

Civic Administration will continue to roll out provision of free menstrual products to all remaining City of London facilities starting in January 2021 (see APPENDIX B). These additional locations include three more buildings open to the public and 33 buildings with 163 staff-only washrooms.

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| <b>FINANCIAL IMPACT</b> |
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There will be no additional cost to continue providing free menstrual products at the 40 existing locations through to the end of 2021.

The one-time capital cost to expand this program to all other locations identified in APPENDIX B will cost approximately \$23,000 to purchase and install wall dispensers or counter trays depending on location. This up-front cost to expand the program to remaining facilities will be funded from the Efficiency, Effectiveness and Economy Reserve at the recommendation of the Senior Management Team.

If usage level remains similar to the pilot, it is estimated that ongoing costs to provide free menstrual products in all City facility washrooms will be approximately \$8,500 annually. This ongoing operating cost will be accommodated within approved Service Area operating budgets.

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| <b>PREPARED BY:</b>  | <b>CONCURRED BY:</b>  |
|  |   |
| <b>DONNA BAXTER<br/>MANAGER, POLICY AND PLANNING<br/>SUPPORT</b>   | <b>TIM WELLHAUSER<br/>DIVISION MANAGER, FACILITIES<br/>CORPORATE AND FINANCIAL SERVICES</b> |
| <b>RECOMMENDED BY:</b>   | <b>RECOMMENDED BY:</b>  |
|  |   |
| <b>ANNA LISA BARBON CPA, CGA<br/>MANAGING DIRECTOR, CORPORATE<br/>SERVICES AND CITY TREASURER, CHIEF<br/>FINANCIAL OFFICER</b> | <b>CHERYL SMITH<br/>MANAGING DIRECTOR<br/>NEIGHBOURHOOD, CHILDREN AND FIRE<br/>SERVICES</b> |

- c: Paul D'Hollander, Manager, Neighbourhood Operations
- Scott Stafford, Managing Director, Parks and Recreation
- Val Morgado, Manager Operations, Facilities, Finance and Corporate Services



## APPENDIX A

### Free Menstrual Products in Public-Facing Facilities Pilot Locations

| <b>Buildings</b>                       | <b>Washroom Type</b> | <b>Location in Building</b>                                   |
|--|----------------------|---|
| Argyle Arena                           | Male                 | Main level  |
|  | Female               | Main level  |
| Boyle Community Centre                 | Universal            | Accessible washroom off main hallway                          |
| Byron Community Centre                 | Universal            | Accessible washroom off main hallway                          |
| Byron Pool                             | Universal            | Universal changeroom - first one                              |
| Canada Games Aquatic Centre            | Universal            | Accessible washroom lower level                               |
|  | Female               | Changeroom  |
| Carling Arena                          | Male                 | Main level  |
|  | Female               | Main level  |
| Carling Heights Optimist Centre        | Universal            | Family change room  |
| City Hall                              | 1 male<br>1 female   | Lower Level Public washrooms                                  |
| Civic Gardens Complex                  | Male                 | Main hallway  |
|  | Female               | Main hallway  |
| Earl Nichols Arena                     | Male                 | Main corridor   |
|  | Female               | Main corridor   |
| East Social Services Office            | Universal            | Barrier free washroom off of the waiting area                 |
| Fanshawe Golf Course                   | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Farquharson Arena                      | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Glen Cairn Pool                        | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Gibbons Pool                           | Universal            | Universal changeroom - left                                   |
|  | Universal            | Universal changeroom - right                                  |
| Hamilton Road Annex                    | Universal            | Universal washroom  |
| Hamilton Road Seniors Centre           | Male                 | Main hallway  |
|  | Female               | Main hallway  |
| Kinsmen Arena                          | Male                 | Main Hall - downstairs  |
|  | Female               | Main Hall - downstairs  |
| Kiwanis Seniors Centre                 | Universal            | Universal washroom  |
| Lambeth Arena & Community Centre       | Male                 | On community centre side                                      |
|  | Female               | On community centre side                                      |
| Medway Arena & Community Centre        | Male                 | Lobby - main level  |
|  | Female               | Lobby - main level  |
|  | Male                 | Hallway upstairs  |
|  | Female               | Hallway upstairs  |
| North London Optimist Community Centre | Universal            | In front of reception desk                                    |
| Northeast Pool                         | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Northridge Pool                        | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Oakridge Arena & Pool                  | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Provincial Offences Act Court          | Female               | Public washroom only  |
| River Road Golf Course                 | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Silverwoods Arena                      | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| Silverwoods Pool                       | Male                 | Public washroom   |
|  | Female               | Public washroom   |
| South London Community Centre          | Universal            | Hallway near Gemmel Room                                      |
| South London Pool                      | Universal            | Family changeroom - in universal washroom closest to the door |
| Southcrest Pool                        | Universal            | Universal changeroom  |

| <b>Buildings</b>                        | <b>Washroom Type</b> | <b>Location in Building</b> |
|---|----------------------|-----------------------------|
| Springbank Gardens Community Centre     | Male                 | Exterior washrooms          |
|   | Female               | Exterior washrooms          |
| Storybook Gardens                       | Male                 | By the castle               |
|   | Female               | By the castle               |
| Stronach Arena, Community Centre & Pool | Universal            | Family change room          |
| Thames Golf Course                      | Universal            | Public washroom             |
| Thames Pool                             | Male                 | Public washroom             |
|   | Female               | Public washroom             |
| Victoria Park Bandshell                 | Male                 | On left facing bandshell    |
|   | Female               | On right facing bandshell   |
| Westminster Pool                        | Male                 | Public washroom             |
|   | Female               | Public washroom             |

## APPENDIX B

### Remaining City Facilities and Washrooms to be Fitted for Free Menstrual Products in January 2021

#### Additional Publicly Accessible Washrooms

| <b>Buildings</b>                          | <b>Washroom Type</b> | <b>Location in Building</b>                |
|---|----------------------|--|
| Fire Station #1 (HQ)                      | 1 universal          | 1 <sup>st</sup> Floor public washroom      |
| Tourism Information Centre                | 1 male<br>1 female   | Main Building (public and staff washrooms) |
| East Lions Community Centre Opening (TBD) | Universal            | Accessible washroom off changeroom hallway |

#### Additional Staff-only Washrooms

| <b>Buildings</b>                       | <b>Washroom Type</b>                | <b>Location in Building</b>  |
|--|-------------------------------------|--|
| Adelaide Operations Centre             | 4 male<br>3 female                  | Main floor locker rooms<br>Second level locker rooms   |
| AJ Tyler Operations Centre             | 6 male<br>6 female                  | Administrative Building, Service Garage, Water and Sewer Building                              |
| Centennial House                       | 2 male<br>2 female<br>1 universal   | Unit 1,2 & 3 Risk Management,<br>Unit 4 Building Inspectors<br>Unit 11 & 12 By-Law Enforcement |
| Central Library (Rapid Transit office) | Universal                           | Universal Washroom   |
| Citi Plaza                             | 2 male<br>2 female<br>1 universal   | Second floor   |
| City Hall (Floors 2 to 12)             | 12 male<br>12 female<br>1 universal | 2 <sup>nd</sup> to 12 <sup>th</sup> floor  |
| East Social Services Office            | 2 male<br>2 female<br>2 universal   | Main floor   |
| Exeter Road Operations Centre          | 2 male<br>2 female<br>2 universal   | Main floor   |
| Fire Station #1 (HQ)                   | 3 male<br>3 female<br>1 universal   | 1 <sup>st</sup> to 3 <sup>rd</sup> floor   |
| Fire Station #2                        | 2 male<br>2 female<br>1 universal   | Suppression and Apparatus Divisions  |
| Fire Station #3                        | 1 male<br>1 female<br>1 universal   | Basement & 2 <sup>nd</sup> floor   |
| Fire Station #4                        | 1 male<br>1 female<br>1 universal   | Basement & 2 <sup>nd</sup> floor   |
| Fire Station #5                        | 1 male<br>1 female                  | Main floor   |
| Fire Station #6                        | 1 male<br>1 female<br>2 universal   | Basement & 2 <sup>nd</sup> floor & platoon chief area  |
| Fire Station #7                        | 1 male<br>1 female<br>1 universal   | Main floor   |
| Fire Station #8                        | 1 male<br>1 female<br>1 universal   | Basement & main floor  |
| Fire Station #9                        | 2 male<br>2 female<br>2 universal   | Main floor, & platoon chief area   |

| <b>Buildings</b>                      | <b>Washroom Type</b>              | <b>Location in Building</b>                   |
|---------------------------------------|-----------------------------------|---|
| Fire Training Division                | 1 male<br>1 female                | Main floor                                    |
| Fire Station #10                      | 1 male<br>1 female<br>1 universal | Basement & main floor                         |
| Fire Station #11                      | 1 male<br>1 female<br>1 universal | Main floor                                    |
| Fire Station #12                      | 1 male<br>1 female<br>1 universal | Main floor                                    |
| Fire Station #13                      | 1 male<br>1 female<br>1 universal | Main floor                                    |
| Fire Station #14                      | 1 male<br>1 female<br>1 universal | Main floor                                    |
| J Allyn Taylor Building               | 6 male<br>6 female                | Lower level to 5 <sup>th</sup> floor          |
| Northland Mall Social Services Office | 1 male<br>1 female<br>1 universal | Main Floor                                    |
| Oxford Operations Centre              | 1 male<br>1 female                | Main Building                                 |
| Provincial Offences Act Court         | 4 male<br>3 female<br>1 universal | Staff washroom courts and parking enforcement |
| Regional Water Supply                 | 1 male<br>1 female                | 2 <sup>nd</sup> floor                         |
| South London Social Services Office   | 1 male<br>1 female<br>1 universal | Main Building                                 |
| Westmount Social Services Office      | 1 male<br>1 female<br>1 universal | Main floor                                    |
| Wolseley Operations Centre            | 1 male<br>1 female                | Main Building                                 |
| 201 Queens (ITS Department)           | 2 male<br>2 female                | 2 <sup>nd</sup> & 3 <sup>rd</sup> floor       |
| 204 - 206 Dundas St. (City Planning)  | 1 male<br>1 female<br>1 universal | 1 <sup>st</sup> & 2 <sup>nd</sup> floor       |
| 220 Dundas St. (JD Edwards group)     | 1 male<br>1 female                | 6 <sup>th</sup> floor                         |

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| <b>TO:</b>      | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b>  |
| <b>FROM:</b>    | <b>CHERYL SMITH<br/>MANAGING DIRECTOR, NEIGHBOURHOOD, CHILDREN AND FIRE SERVICES<br/>AND<br/>SCOTT STAFFORD<br/>MANAGING DIRECTOR, PARKS AND RECREATION</b> |
| <b>SUBJECT:</b> | <b>NASAL NALOXONE KITS AVAILABLE FOR PUBLIC USE IN SOME CITY OF LONDON FACILITIES UPDATE REPORT</b>   |

**RECOMMENDATION**

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation the following actions be taken:

- a) this report dated November 3, 2020, entitled "Nasal Naloxone Kits Available for Public Use in Some City of London Facilities Update Report" BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to continue to supply two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round;

it being noted that the Middlesex-London Health Unit supports this recommendation.

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Making Nasal Naloxone Kits Available for Public Use in Some City of London Facilities (February 20, 2019)

**STRATEGIC PLAN LINKAGES 2019-2023**

**Strengthening our Community:** Londoners have access to the services and supports that promote well-being, healthy, and safety in their neighbourhoods and across the city.

**BACKGROUND**

On March 5, 2019, Council resolved that on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation, in response to the Municipal Council resolution of June 13, 2018, the following policy direction and implementation plan to install nasal Naloxone Kits for public use at some City of London facilities BE APPROVED:

- place up to two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round;
- install appropriate signage to assist the public to locate and access the nasal Naloxone kits;
- the program will operate as a pilot program for one year commencing in June of 2019 and the Civic Administration will report to Municipal Council on the usage of the nasal Naloxone kits at the end of the pilot program; and,
- the Civic Administration will assist the Middlesex-London Health Unit in the scheduling of at least one public education session, in which Middlesex-London Health Unit will provide information and education to the public regarding nasal Naloxone kits;

it being noted that the Middlesex-London Health Unit's Medical Officer of Health supports this plan. (2019-S08) (AS AMENDED) (2.7/3/CPSC).

The purpose of this report is to update Council on the usage of the Nasal Naloxone Kits after one year and to recommend the continued use at some City facilities.

**Evaluation of the Pilot Program**

In June 2019, Civic Administration purchased and placed two nasal Naloxone kits with each publicly accessible AED at 26 City facilities that operate year round. Each kit contains two Naloxone nasal

sprays, manufacturer’s instructions, ID card, Nitrile gloves, and an optional breathing mask. Signage was installed at each station indicating the availability of the kits and further instructions to call 911 in the event of an emergency.

Civic Administration assisted the Middlesex-London Health Unit (MLHU) to schedule two public education sessions, in which MLHU provided information and education to the public regarding nasal Naloxone use. In total, four members of the public attended the sessions.

As this program is intended to make nasal Naloxone kits available for public use, City staff are not required as part of their job duties to administer nasal Naloxone. However, staff who regularly work at facilities where the kits are available were provided with awareness training on the purpose and use of the kits. Additional health and safety training ensured awareness about the steps to be taken in the event of an emergency, including how to address risks associated with the public’s use of nasal Naloxone. In total 598 staff were trained and 33 Supervisors are able to train new staff as part of orientation.

The City’s nasal Naloxone kits are routinely inspected, and missing or expired medication is replaced. There have been no incidents of theft of Naloxone kits at the time this report was written.

One kit has been used since they were made available in June 2019. Nasal Naloxone was administered by Victoria Park staff on a member of the public in February 2020.

It should be noted that Naloxone is widely distributed and available in the community. The City of London Fire Department is trained and carry Naloxone kits on vehicles. According to the MLHU, in 2019 a total of 5,289 Naloxone kits were distributed and 690 were administered. These statistics do not include fire, police, or paramedic administration of Naloxone.

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| <b>NEXT STEPS</b> |
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Pending Council’s approval of the recommended implementation approach, Civic Administration will undertake the following actions:

- Continue to purchase nasal Naloxone kits for City facilities that are operated year round where the AED is publicly accessible (currently 26 locations);
- Collect data on the number of kits used and share that data with the MLHU; and,
- Continue to create and conduct awareness training for staff which includes where the nasal Naloxone kits are located as well as the intended purpose and usage of nasal Naloxone noting that City staff will not be required as part of their job duties to administer nasal Naloxone.

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| <b>FINANCIAL IMPACT</b> |
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The total cost of the one year pilot program was \$12,600 which was covered through existing Neighbourhood, Children and Fire Services and Parks and Recreation budgets. This included the purchasing of kits, the cost of signage, and staff training.

The ongoing annual cost to continue to provide nasal Naloxone at the current 26 facilities, will be approximately \$8,000. This includes ongoing training by Supervisors, replacing the kits every 18 months, and replacing signage as needed.

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| <b>PREPARED BY:</b>  | <b>PREPARED BY:</b>  |
|  |  |
| <b>DONNA BAXTER<br/>MANAGER, POLICY AND PLANNING SUPPORT<br/>NEIGHBOURHOOD, CHILDREN AND FIRE<br/>SERVICES</b> | <b>LYNN LOUBERT<br/>DIVISION MANAGER, AQUATICS AND<br/>ARENAS</b>    |
| <b>RECOMMENDED BY:</b>   | <b>RECOMMENDED BY:</b>   |
|  |  |
| <b>CHERYL SMITH<br/>MANAGING DIRECTOR<br/>NEIGHBOURHOOD, CHILDREN AND FIRE<br/>SERVICES</b>                    | <b>SCOTT STAFFORD<br/>MANAGING DIRECTOR<br/>PARKS AND RECREATION</b> |

c. Dr. Christopher Mackie, Medical Officer of Health, Middlesex-London Health Unit

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| <b>TO:</b>      | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b> |
| <b>FROM:</b>    | <b>SCOTT STAFFORD<br/>MANAGING DIRECTOR, PARKS AND RECREATION</b>  |
| <b>SUBJECT:</b> | <b>LONDON'S FILM AND MULTI-MEDIA STRATEGY UPDATE</b>   |

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| <b>RECOMMENDATION</b> |
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That, on the recommendation of the Managing Director, Parks and Recreation, the following actions **BE TAKEN**:

- a) This report **BE RECEIVED** for information; and,
- b) Civic Administration **BE DIRECTED** to submit a business case as part of the 2021 Annual Budget Update process to support the implementation of the Film and Multi-Media strategic objectives as outlined in this report.

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| <b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b> |
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- London's Cultural Prosperity Plan, (March, 2013)
- City of London Strategic Plan 2015 - 2019, (March, 2015)
- London's Community Economic Road Map, (November, 2015)
- The City of London Special Events Manual Annual Review, (March, 2017)
- Growing London's Film and Multi-Media Industry, (May, 2017)
- Strategic Plan for the City of London 2019 – 2023, (April, 2019)
- London's Film and Multi-Media Update, (August, 2019)

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| <b>BACKGROUND</b> |
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**STRATEGIC PLAN FOR THE CITY OF LONDON 2019 – 2023**

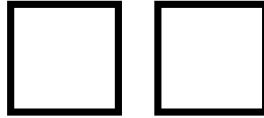
The Vision in the Strategic Plan 2019 – 2023 is for London to be a leader in commerce, culture and innovation – our region's connection to the World.

The Strategic Area of Focus *“Growing our Economy”* has an outcome of *“London is a leader in Ontario for attracting new jobs and investments”*, which includes the strategy, *“Work with multi-sector stakeholders to develop a Screen-Based Industry Strategy”*.

**CURRENT FILM AND MULTI-MEDIA LANDSCAPE**

Film and multi-media is recognized as an economic driver for the cultural sector, bringing direct employment opportunities to communities through industry specific jobs in the cultural sector. Film and multi-media also creates compound spending through spin-off industries in the hospitality and service sectors (restaurants, hotels, retail, caterers, transportation, and stylists) and contributes to a community's brand, vibrancy and quality of life.

Ontario is home to Canada's largest film, multi-media and television sector. These industries include many components at all stages of audiovisual content production and the delivery value chain. Film, multi-media and TV production in Ontario is mainly made up of small to medium sized companies, and has shown considerable growth in recent years.



The following statistical information has been provided by Ontario Creates [www.ontariocreates.ca](http://www.ontariocreates.ca):

- In 2019, the Ontario film and television industry generated 44,540 full-time equivalent (FTE) direct and spin-off jobs, a 20.4% increase from the 37,000 FTEs generated in 2018.
- Statistics Canada's most recent data (2017) reports that \$0.9 billion was spent by the Ontario motion picture and video production industry on salaries, wages, commissions and benefits, up substantially from the \$0.75 billion spent in 2015. This 2017 figure accounts for 33.9% of the national employment expenditure.
- In the 2018/19 fiscal year, the Canadian screen sector value chain created just over 270,000 FTEs, generating almost \$16.2 billion in labour income and \$23.7 billion in GDP between direct and spin-off impacts.
- A total of 343 film and television projects were produced in Ontario in 2019, up from 324 in 2018 and 323 in 2017. Of those 343 projects in 2019, 261 were domestic, and 82 were foreign. This is an increase of approximately 13.5% in domestic productions and a decline of 12.8% in foreign productions from the 2018 statistics. Domestic production in 2019 was almost 50% of the spend value in the year.
- Combined, these 343 Ontario-produced domestic and foreign projects contributed over \$2.15 billion to the economy. This marks a 14.5% increase from 2018, and a compound annual growth rate (CAGR) of 7.3% over the last five years.

#### **CITY OF LONDON MANDATE FOR FILM AND MULTI-MEDIA**

The City of London, and more specifically, Parks and Recreation has a mandate to permit filming on public property (owned by City of London). The process of permitting is governed and directed by both Special Event Council Policies and Filming Production Guidelines, which is part of the Special Event Administrative Procedures Manual. These established policies and procedures are in place to protect film producers, City employees and assets from accidental injury, loss or damage.

These policies and procedures provide information for those seeking to produce a film in London about street closures, filming on city property, resident notification, parking permits, the use of helicopters, and more.

The City of London annually funds community film and multi-media organizations through the Community Arts Investment Program (CAIP) which is administered by the Culture Office through a Purchase of Service Multi-Year Agreement with the London Arts Council.

#### **RECAP OF FILM AND MULTI-MEDIA AND CITY COUNCIL**

On August 13, 2019, civic administration brought forward an update report to respond to previous council direction from 2017. This report outlined three (3) phases of work (chart below), with two (2) phases to be undertaken in 2020, noting that the second phase was contingent on budget approval for one-time funding of \$75,000. City Council subsequently approved the business case to support this work as part of the Multi-Year Budget (MYB) process.



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**Phase 1 – 2019/2020: Review and Optimize Film Permitting Processes and Procedures**

- Undertake a review of the City of London’s Special Event Council Policies and Film and Television Production Guidelines. This would include:
  - Developing a new/modified process for film permitting with the goal of improving timelines for approvals;
  - Reducing/removing fees for film permits;
  - Consulting with the local Film and Multi-Media Industry about the design and implementation of proposed new processes;
  - Improving data collection to better understand demand of the industry; and,
  - Working with an internal City staff working group to better understand by-law and zoning barriers to film productions.
- Report back to Committee and Council on findings and recommendations.

**Phase 2 - 2020: Development of a Film and Multi-Media Industry Strategy**

**Upon approval of 2020 business case:**

- Continue to work with Service Partner Committee to develop a Film and Multi-Media Industry Strategy and nurture a supportive environment.
- Facilitate further consultation with the local Film and Multi-Media Industry about their needs related to the Priority Themes captured above in this report.
- Measure Film and Television Industry demand.
- Work with post-secondary educational partners to develop the workforce infrastructure that will increase attraction and retention of local talent to London.
- Continue to participate in Ontario Creates professional development and learning opportunities.
- Report back to Committee and Council.

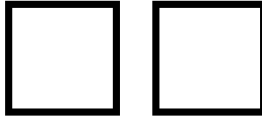
**Phase 3 – 2021: Implement Film and Multi-Media Strategy**

**Upon approval of 2021 business case:**

- Recommend Film and Multi-Media Industry Implementation Plan for the Strategy.

**CURRENT STATUS OF THE ABOVE PHASES**

It should be noted that all of the above phases, and the associated work included in each, has been impacted by COVID-19. The main impact is on timing, as work has not progressed at the pace that was originally intended when presented in 2019.



**Phase 1:**

- An Internal Working Group with all partners who are involved, or must be notified when filming requests come into our community, was formed at the end of 2019 to map and review current processes and identify barriers to film productions. Future work may include automated work flows, policy and/or by-law frameworks, and continued process refinement and data collection.
- A new fee structure was introduced to reduce fees for film permits through the Multi-Year Budget (MYB) process.
- Continued discussions and participation in on-going film and television working groups with other municipalities to better understand current best practices.
- Partnerships with London Economic Development Corporation (LEDC) and Tourism London to better triage film requests and the showcasing of potential film locations in London.
- Partnerships with the City Studio Program and Huron University College’s 3<sup>rd</sup> year Business Government Relations Course during the winter of 2021 to understand the current economic impact and benefits (including the value of spending, spin-off benefits and jobs created) of the film and multimedia landscape in London.

Phase 1 is well underway and this work will continue throughout 2021 independent of any decisions made on future phases as we have heard from the industry that processes and fees require improvement. Working with internal groups and the broader industry sector on the above has been complicated and delayed by COVID-19.

**Phase 2:**

- Secured \$75,000 in one-time funding as part of the budget process to support the hiring of a consultant to develop a Film and Multi-Media Strategy for London.

This funding was approved in February 2020. The intent of this funding was to have a consultant continue to work with Ontario Creates and the local Film and Multi-Media Industry to create and refine strategies under the ‘Priority Themes’ already identified in the August 2019 Council Report:

- Concierge Service
- Locations Database
- Marketing and Promotion
- Specialized Services
- Workforce Development (Talent, Networking and Mentorship)
- Education
- Jobs and Business Development
- Pro Equipment
- Distribution
- Infrastructure
- Investment Funding and Advocacy

In March 2020, the COVID-19 pandemic brought the film sector and many planned activities and outreach of the City of London to a halt. As priorities shifted, and organizational focus had to be realigned with circumstances, administration was unable to go to the market to obtain a vendor to carry out engagement, research and strategy development. Therefore, this work is currently incomplete.

It should be noted that many local service partners, despite the delay in strategy development, have begun implementing and exploring opportunities that support the above priority themes. A few examples provided by London’s Economic Development Corporation include:

- Building a database of London locations that can be used to market London to scouts and producers, as well as creating a repository of drone footage and photography of London’s landscapes for marketing purposes.



- Building a network of referral sources such as Ontario Creates, International Film Association, and the Forest City Film Festival in order to develop leads and generate interest in creating film and television content in London.

### **POTENTIAL MOVE FORWARD PLANS AND OPPORTUNITIES**

Should City Council wish to increase focus on film and multi-media as a priority in a COVID-19 economic recovery context, civic administration wanted to provide some options for consideration, noting that planned work has been delayed on strategy development, and waiting for an implementation plan as part of the 2022 budget update process may not be ideal from a timing perspective.

Despite the delay in strategy development, civic administration has learned a lot from previous sector engagements, work with other jurisdictions, multiple conversations with the Film Commissioner of Ontario Creates, and an in-depth review of other jurisdictional strategies. Some of these learnings were included in the August 2019 Community and Protective Services Committee (CPSC) report.

The below strategic objectives are directly related to recommendation b) as presented at the beginning of this report. If the recommendation is approved by City Council, civic administration in collaboration with service partners, will create a business case to fund these deliverables. Not all of the below strategic objectives will require a financial ask as part of that business case and some of the deliverables may be implemented by service partners (i.e. LEDC, Tourism London, London Arts Council, etc.).

### **Strategic Objectives**

#### **1) Funding and Advocacy:**

- There are federal and provincial location tax credits and incentives, and union Greater Toronto Area (GTA) travel boundaries that provide greater financial advantage to specific geographic regions of Ontario such as the GTA and Northern Ontario. A summary of these tax credits and incentives is available on the Ontario Creates Website page entitled “Introducing Six Great Reasons to Film in Ontario”  
<https://digitallibrary.ontariocreates.ca/DigitalLibrary/FinancialIncentives.aspx>
- Over the past few months, there has been a letter writing campaign from the Mayors of Southwestern Ontario (MOSO) to equalize these financial credits and incentives.
- Continue to explore financial programs that could be undertaken locally to support sector growth and provide a competitive advantage.

#### **2) Marketing and Promotion:**

- Develop a communications strategy that includes marketing and promotion of London for Film and Multi-Media.
- Connect with Film/Digital Media outlets to build a network to help promote productions locally.
- Develop and promote provincial and local Industry statistics, and Return on Investment (ROI) for London.
- Work with hospitality organizations to put together film packages for the productions while they are in London (i.e. hotels, restaurants, gyms, etc.).
- Develop and promote a specific London film location database with official location approvals that links to the Ontario Creates Locations Database.

#### **3) Attraction:**

- Build stronger relationships with key influencers and enablers in this sector.
- Work with Ontario Creates and invite their Location Scouts to tour potential London film locations.
- Create partnerships with supporting organizations and suppliers.

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- Outreach beyond London and potentially partner with Production Studios and companies who provide specialized services (equipment, distribution, infrastructure, etc.).
- Attend national, provincial and local film events and forums to build networks and share opportunities for London.

**4) Local Growth and Retention:**

- Support existing companies and professionals working in film, television and multi- media.
- Grow the local infrastructure ecosystem required for film, television and media.
- Create a London film service and products business directory and mapping from local companies (electricians, carpenters, caterers, etc.) that could link to the Ontario Creates Production Guide.

**5) Workforce Development (Talent, Networking and Mentorship)**

- Work with Ontario Creates and respective union groups to develop and incubate talent that is qualified to work in the film and multi-media industry.
- Work with post-secondary institutions to source talent.
- Work with film and multi-media industry to determine what talents are currently in the London community.
- Create a London post-secondary film and multi-media alumni network from Fanshawe, OIART and Western to connect those working in industry.

All of the above strategic objectives are external facing and the goal of enhancing customer experience will continue to be the goal of all internal processes and procedures related to permitting film requests in London. Our current resourcing for film permitting is appropriate for the current demand. A major increase in demand, and/or shift in mandate, may cause civic administration to seek out additional resources to support the operational aspects involved in facilitating productions (i.e. road closures, neighbourhood outreach, policy/by-law reviews, enforcement, etc.).

**CONCLUSION**

This report is intended to provide City Council with an update on the status of civic administration’s work to date on the development of London’s Film and Multi-Media Strategy and to provide some potential strategic objectives for Council to consider. The strategic objectives identified will become the central components of a business case to be forwarded to the future 2021 budget deliberations.

It was important to provide an update as the timing of some previously directed work on this file has been impacted due to COVID-19 and the urgency of the item may be important to discuss under the lens of economic recovery.

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| <b>PREPARED AND SUBMITTED BY:</b>   | <b>RECOMMENDED BY:</b>  |
|   |   |
| <b>JON-PAUL MCGONIGLE</b><br>DIVISION MANAGER, CULTURE,<br>SPECIAL EVENTS AND SPORT<br>SERVICES<br>PARKS AND RECREATION | <b>SCOTT STAFFORD</b><br>MANAGING DIRECTOR,<br>PARKS AND RECREATION |

|                |  |
|----------------|--|
| <b>TO:</b>     | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 03, 2020</b>                |
| <b>FROM:</b>   | <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR HOUSING<br/>SOCIAL SERVICES AND DEARNESS HOME</b>                          |
| <b>SUBJECT</b> | <b>AMENDMENT #1 - CONTRACT TO PROVIDE<br/>PHYSIOTHERAPY &amp; OCCUPATIONAL THERAPY SERVICES<br/>AT THE DEARNESS HOME</b> |

|                       |
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| <b>RECOMMENDATION</b> |
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That, on the recommendation of the Acting Managing Director Housing, Social Services and Dearness Home and the concurrence of the Administrator Dearness Home, that the following actions **BE TAKEN** with respect to Physiotherapy and Occupational Therapy Services at the Dearness Home, **RFP18-39, C19-005**

- 1) The proposed by-law attached as (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on Nov 10, 2020;
  - (a) **TO APPROVE** the Amendment ( attached as Schedule 2) to original Agreement between the Corporation of the City of London and Lifemark, 1 Young Street., Suite 402, Toronto, Ontario M5S 1E6,
  - (b) That Civic Administration **BE AUTHORIZED** to undertake all the administrative acts that are necessary in connection with this Amendment.
  - (c) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to approve any further Amendments to the Agreement.

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| <b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b> |
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- Physiotherapy Services – Dearness Home RFP19-39 - CPSC meeting Dec 10, 2018
- Physiotherapy Services – Dearness Home (Dec 09, 2013)

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| <b>BACKGROUND</b> |
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A request for proposal for the Physiotherapy and Occupational Therapy Services at the Dearness Home was issued and three (3) submissions were received on October 17, 2018.

An Evaluation Committee consisting of five (5) staff members evaluated the submissions based on pre-determined criteria. Upon completion of the meeting, the Evaluation Committee unanimously confirmed that Lifemark as the successful Proponent and recommend Lifemark to provide the Physiotherapy, Occupational Therapy and Foot Care Services to the Dearness Home Residents.

Lifemark agreed to provide services to the long-term care home residents of the Dearness Home ("Residents") as follows:

- One (1) full time Registered Physiotherapist -38 direct care hours per week.
- 3 Physiotherapy Assistants -112 direct care hours per week.
- 16 hours of Occupational Therapy Services.
- Foot Care services as needed.

Due to the COVID19 pandemic and the provincial requirement for care, providers are to only work in one care facility, Lifemark is unable to provide 16 hours of service per week

of Occupational Therapy services as agreed in the contract and can only provide 8 hours per week at this time.

Occupational Therapy services are critical in managing risk issues related to seating, driving of mobility devices, pressure/wound issues, restraints, etc.

As a compromise, and what Dearness Home agrees is a viable option at this time, is an OTA (Occupational Therapy Assistant) which may be able to create efficiencies to our OT service due to increase in OTA service hours . The cost of the OTA hours will be equivalent of the cost of 8 hours of OT.

In terms of resident care this is an increase in OT team presence at the home (8 OT hours + 20 OTA hours). A detailed transition plan will be outlined and implemented by working closely with Lifemark.

**Financial Impact**

The Amendment #1 to the original Agreement (Schedule1) has been suggested by LIFEMARK and accepted by Dearness Management as presented (attached as Schedule 2)

The cost of occupational therapy services is included in the existing operational budget.

There will be no net increase in cost to the City of London associated with these changes to services.

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| <b>PREPARED BY:</b>   | <b>RECOMMENDED BY:</b>  |
| <br><br><br><br><br>  | <br><br><br><br><br>  |
| <b>NORA REXHVELAJ<br/>MANAGER OF ACCOUNTING AND<br/>REPORTING</b> | <b>KEVIN DICKINS<br/>MANAGING DIRECTOR HOUSING,<br/>SOCIAL SERVICES &amp; DEARNESS HOME</b> |
| <b>CONCURRED BY:</b>  |   |
| <br><br><br><br><br>  |   |
| <b>LESLIE HANCOCK<br/>ADMINISTRATOR – DEARNESS HOME</b>           |   |

- cc: Janice Brown, Manager Financial & Business Services
- Leslie Hancock, Administrator, Dearness Home
- John Freeman, Manager Purchasing and Supply
- Lynn Marshall, Solicitor

## Appendix A

Bill No.  
2020

By-law No. A.-

A by-law to approve an Amendment to the Agreement with Lifemark Occupational Health and Wellness Inc. for the provision of Occupational Therapy services at the Dearness Home; and to authorize the Mayor and City Clerk to execute the Agreement.

WHEREAS section 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;

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

AND WHEREAS The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc. entered into an Agreement with effect as of February 1, 2019 for the provision of Physiotherapy and Occupational Therapy Services (the "Services") at the City's Long-Term Care Home ("Dearness Home");

AND WHEREAS The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc. wish to amend the Agreement;

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

1. The Amending Agreement to the Lifemark Agreement entered into between The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc., substantially in the form attached as Schedule 1 to this by-law, is approved.
2. The Mayor and City Clerk are hereby authorized to execute the Agreement approved in section 1, above.
3. The Managing Director Housing, Social Services and Dearness Home, or written designate, is delegated the authority to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lifemark Agreement that are consistent with the requirements contained in the Lifemark Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director Housing, Social Services and Dearness Home, and the Manager of Risk Management.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on .

Mayor

Catharine Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading –



Schedule 1

THE AGREEMENT with effect as of the 1st day of February, 2019.

**BETWEEN:**

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

OF THE FIRST PART

**-AND-**

LIFEMARK OCCUPATIONAL HEALTH AND WELLNESS INC.  
(“Lifemark”)

OF THE SECOND PART

WHEREAS the City requested proposals for the provision of Physiotherapy Services and Occupational Therapy Services for the City's Long-Term Care Home under the *Long-Term Care Homes Act, 2007* (“Dearness Home”), (the RFP);

AND WHEREAS Lifemark responded in writing to the RFP on October 17, 2018 to provide Physiotherapy Services, Occupational Therapy Services and Footcare Services (the “Services”) at the Dearness Home, (the Proposal);

AND WHEREAS the Physiotherapist and Occupational Therapist who will be providing the Services are licensed or accredited under all applicable laws and regulations and by all applicable authorities to provide Physiotherapy Services and Occupational Therapy Services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in considerations of the mutual covenants herein contained, the parties covenant and agree, each with the other, as follows:

**1.0 SERVICES**

1.0.1 The City hereby retains Lifemark to provide Physiotherapy Services, Occupational Therapy Services and Footcare Services at the Dearness Home and agrees to provide the Services in accordance with the Proposal which shall be deemed to form part of this Agreement.

**2.0 TERM**

2.0.1 The contract will commence February 1, 2019 for a three (3) year period terminating January 31, 2022 with an option to renew the contract for two (2) additional one (1) year periods in accordance with the Proposal which shall be deemed to form part of this Agreement.

**3.0 SCOPE OF SERVICE**

3.0.1 Lifemark agrees to provide all of the Services to the long-term care home residents of the Dearness Home (“Residents”) in accordance with all applicable laws and regulations, and policies and standards of the Dearness Home, as may be amended from time to time. Without limiting the foregoing, Lifemark will provide the following:

One (1) full time Registered Physiotherapist                      -38 direct care hours per week.

3 Physiotherapy Assistants

-112 direct care hours per week.

All program requirements for the Services at the Dearness Home are outlined in the RFP document, and shall be deemed to form part of this Agreement.

Lifemark shall provide the Services seven (7) days per week, with normal working hours being Monday to Friday – approximately between 8:00 a.m. to 6:00 p.m. Hours during the evening and weekends are available solely at the discretion of the consultant Physiotherapist. Each consultant professional is required to sign-in and sign-out of Dearness Home during their service visits. The half hour lunch break is not included in billable hours.

Lifemark guarantees and covenants that the Physiotherapist and Occupational Therapist who will be providing the Services are licensed or accredited under all applicable laws and regulations and by all applicable authorities to provide the Services.

- 3.0.2 Lifemark shall work as part of the Dearness Home's multi-disciplinary care team to deliver client-centred care in a long-term care home facility. Lifemark shall communicate with Residents, Dearness staff, and families of Residents regarding Resident goals, interventions, and outcomes, attend Care Conferences and RAP (Resident assessment protocols) when required and have direct participation in Dearness Home committees as mutually agreed between the parties.
- 3.0.3 Lifemark shall provide the Services to the Residents at mutually agreed times and dates with the Resident (where applicable) and Dearness Home.
- 3.0.4 Lifemark shall assess each Resident's need for physiotherapy; develop, implement and evaluate interventions to the specific assessed need to the individual. All new admissions will be assessed and the results of the assessment will be available to the interdisciplinary team within twenty (21) days of admission to the Home.
- 3.0.5 Lifemark shall assess Resident needs for seating, mobility devices and related restorative aids and work with Residents, families of Residents, Dearness staff, external suppliers and third-party payers to ensure the timely provisions of the appropriate seating/mobility/adaptive devices for the Residents.
- 3.0.5 Lifemark shall provide assistance to Dearness staff in identifying the seating, mobility and related assistive devices to provide greater independence to Residents in completing the activities of daily living as requested and within available time.
- 3.0.7 Lifemark shall provide educational in-service to the Dearness staff, Residents and family pertaining to physiotherapy/occupational therapy programs and services, including Nursing Rehab/Restorative Care education, Falls and Restraints, proper techniques for resident lifts and transfers, pain management, and palliative care, as mutually agreed between the parties.
- 3.0.8 Lifemark shall ensure that Lifemark employees or others for whom Lifemark is legally responsible ("Lifemark staff"): abide by Dearness Home and City of London policies; document and maintain records of treatment and resident interventions in accordance with professional and legal standards, Ministry of Health and Long Term Care requirements, and RAI MDS Coding for Assessment stipulations; and update Care Plans and record assessments and interventions on Resident clinical records (appropriate sections in P and G by Physiotherapist and sections Pb.1 by Occupational Therapist).

- 3.0.9 Lifemark shall ensure that Lifemark staff: provide the Dearness Home with statistical reports and quarterly audits; follow established procedures; and participate in CQI committees and satisfaction surveys.
- 3.0.10 Lifemark shall ensure that all Lifemark staff who provide the Services to the Residents of the Dearness Home are duly qualified to perform the work, are registered with the applicable regulatory body (e.g. College of Physiotherapists of Ontario, Occupational Therapist of Ontario), and comply with current professional standards.
- 3.0.11 Lifemark shall use its best efforts to provide consistency in the Lifemark staff it assigns to the Dearness Home and shall inform the Manager of Community Life or designate of any changes in Lifemark staff it assigns to the Home.
- 3.0.12 Lifemark shall immediately report any Resident-related injuries or incidents to the Manager of Community Life or designate arising from the Services.
- 3.0.13 Lifemark shall ensure its Lifemark staff properly use and oversee equipment, and immediately report any issues where equipment is not in proper working condition to the Manager Community Life or designate.
- 3.0.14 Lifemark shall participate in Dearness Home's Quality Assurance/Risk Management program and Accreditation preparation and survey. This includes participation in CQI committees at Dearness Home, satisfaction surveys and best practice initiatives that allow for improvement opportunities.
- 3.0.15 Lifemark shall provide foot care services including assessment and treatment following best practise guidelines developed by the College of Nurses of Ontario as well as defined in the RFP document at the agreed upon rate of \$25.00 per visit, or such other amount as agreed to in writing by the Manager of Community Life or designate.
- 3.0.16 Where consent is required to perform a treatment on a Resident, Lifemark shall ensure that such consent has been obtained in accordance with all applicable law, prior to performing such treatment.
- 3.0.17 Lifemark shall comply with all applicable laws, regulations, by-laws, and policies.

#### CONFIDENTIALITY

- 3.0.18 Lifemark shall ensure that Lifemark staff comply with applicable privacy legislation, including where applicable the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, and the *Personal Information Protection and Electronic Documents Act*. Lifemark will (and Lifemark shall ensure Lifemark staff will) hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the Dearness Home Resident or City if applicable, prior to the release or disclosure of such information or document. Lifemark shall ensure that Lifemark staff do not access confidential Resident information except on a need-to-know basis.

#### **4.0 FEE SCHEDULE**

Annual Physiotherapy Funding is based on the number of licensed/approved beds in operation at the LTC home as of January 1 of each funding year.

Payment will be made on a monthly basis, based on the services received with the amount of funding City obtains from the Province of Ontario. Physiotherapy Funding will be subject to any adjustments as determined by the Ministry of Health.

Occupational Therapy Services will be provided at a billing rate of \$55.00 per hour for a minimum of 16 hours per week.

Lifemark shall submit electronic invoices to Dearness Home by the 5<sup>th</sup> day of the month that follows the month in which the Physiotherapy and Occupational Therapy services were performed. Hours of services billed must be reconciled with the actual worked hours of the sign in and out document. Dearness Home shall pay all invoices upon receipt once reconciliation confirmed. Foot Care is third party billing to residents that do not have a comfort account with Dearness Home.

#### **5.0 TERMS AND CONDITIONS**

##### **5.0.1 Indemnification**

Lifemark undertakes and agrees to defend and indemnify the City and hold the City harmless, at Lifemark's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of Lifemark, Lifemark staff or persons for whom Lifemark is at law responsible;
- (b) any loss or misuse of funds held by Lifemark under this Agreement;
- (c) the acts or omissions of Lifemark, its officers, agents, Lifemark staff, or others for whom it is responsible in law, arising out of the performance of its obligations under this Agreement.
- (d) any claim or finding that any of Lifemark, Lifemark staff, or persons for whom Lifemark is at law responsible, are employees of or are in any employment relationship with the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Lifemark, Lifemark staff, or others for whom Lifemark is at law responsible, in connection with the performance of the Services or otherwise in connection with Lifemark's business.

##### **5.0.2 Insurance**

Lifemark shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less

than Five Million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to Lifemark's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and bidders' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- b) The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types policies appropriate to the work as the City may reasonably require.

#### 5.0.3 Workplace Safety and Insurance Board

Lifemark shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. Lifemark further agrees to maintain their WSIB account in good standing throughout the contract period.

#### 5.0.4 Police Records Check and Vulnerable Sector Check - Screening

It is the responsibility of Lifemark to obtain a Police Records and Vulnerable Sector Check clearance for all Lifemark staff who will be providing the Services and ensure that the Checks are kept current throughout the contract period. Lifemark must make these documents available for review by the City upon request. The City will conduct random reviews (the City will provide Lifemark with advance notice) at Lifemark's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

#### 5.0.5 Personnel

- a) All Lifemark staff shall be the employees of Lifemark, and Lifemark shall be solely responsible for the arrangement of relief, substitution pay, supervision, discipline, health and safety, Employment Insurance, Canada Pension, Worker's Compensations, leave, uniform, footwear and all other matters arising out of the relationship between employer and employee. Lifemark shall show due diligence in the hiring process to ensure that staff are appropriately screened for their ability to be employed in the physiotherapy and occupational therapy profession as well as the footcare nurse.
- b) Payment of employee fringe benefits including statutory holiday pay, overtime pay, severance pay, etc., shall be the responsibility of Lifemark.

#### 5.0.6 Meetings

Lifemark shall meet with the Manager Community Life or designate as required to discuss matters pertinent to the Services provided by Lifemark.

#### 5.0.7 Occupational Health and Safety

- a) Lifemark will abide by and enforce the requirement of the current Ontario Occupational Health and Safety Act, Regulations for Industrial Establishments, the Workplace Hazardous Materials Information System (W.H.M.I.S.) and other relevant regulations made under the Occupational Health and Safety Act.
- b) For the purposes of this contract Lifemark will be considered the Employer as defined by the Ontario Occupational Health and Safety Act. Lifemark will appoint an appropriate number of supervisors to provide supervision to their employees. These supervisors appointed by Lifemark will be considered Supervisors and must be Competent Persons as defined by the Ontario Occupational Health and Safety Act. A Competent Person is defined as:

A person who:

- i) is qualified because of knowledge, training and experience to organize the work and its performance;
- ii) is familiar with the Ontario Occupational Health and Safety Act and the regulations that apply to the work; and
- iii) has knowledge of any potential or actual danger to health or safety in the workplace.

Lifemark will establish and maintain a health and safety policy and program for the purposes of this contract. The policy and program will include, but is not limited to, the following elements:

- i) roles and responsibilities of the employer, supervisors and workers;
  - ii) procedures on the safe operation and maintenance of equipment, tools machinery, etc.;
  - iii) emergency and evacuation procedures;
  - iv) procedures for the reporting and investigation of health and safety concerns and injuries;
  - v) compliance with MSDS, labelling and training requirements of the Workplace Hazardous Materials Information System; and
  - vi) employee training on workplace hazards, safe work procedures, first aid, emergency procedures, etc.
- c) In the event of a fire, death, critical injury, disabling injury, occupational illness or other circumstance described in the Occupational Health and Safety Act, Lifemark will notify the Ministry of Labour and any other groups or individuals as prescribed or legislatively required. Lifemark will immediately advise the City's representative of the above occurrences.
  - d) On occasion the City may require that Lifemark adhere to the City's health and safety policies, procedures, practices, guidelines, etc. These requirements will be communicated by the City's representative as necessary. Any cost incurred for this purpose will be borne by Lifemark.
  - e) In addition to the above, Lifemark will take every precaution reasonable in the

circumstances for the protection of their employees.

#### 5.0.8 Assignment

Lifemark shall not, without written consent of the City's Manager of Purchasing and Supply or designate, make any assignment or any subcontract for the execution of any Services or product. The consent of the City's Manager of Purchasing and Supply or designate may be arbitrarily withheld.

#### 5.0.9 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

Lifemark shall ensure that all its employees, or others for whom Lifemark is legally responsible, receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with the Customer Service Standards in the applicable Regulations (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended (the "Act"). Lifemark shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding Customer Service Standards set out in the Regulation. Lifemark shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require Lifemark to amend its training policies to meet the requirements of the Act and the Regulation.

### 6.0 TERMINATION

#### 6.01 Termination

The City reserves the right at its absolute sole discretion, to terminate this contract, for any reason or no reason, with at least thirty (30) days' advance written notice, without cause and without penalty.

#### 6.0.2 Termination - Non-Performance

- a) In the event that Lifemark, in the opinion of the Manager Community Life or the Dearness Home Administrator ("Administrator"), fails to perform the Services in accordance with the scope of work, terms and conditions as stated herein, the City reserves the right to terminate the contract with at least thirty (30) days' advance written notice, without penalty to the City, and contract for the services with an alternate service provider or issue a new RFP.
- b) In the event that one or more serious issues occur which affect the Resident's health or safety in the opinion of the Manager Community Life or Administrator, the Manager Community Life or Administrator reserves the right to terminate the contract immediately by providing written notice of same, without penalty to the City, and contract for the services with an alternate service provider or issue a new RFP.
- c) The Manager Community Life or Administrator reserves the right to request Lifemark to cease treatment on a Resident, if in the Manager Community Life's or Administrator's opinion the treatment being performed on a Resident can or is doing harm to the Resident.

## 7.0 GENERAL

### 7.0.1 Notice

Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by registered mail, addressed to the other party:

To the City:                                 The Corporation of the City of London  
Attention: Housing, Social Services and Dearthness Home  
Citi Plaza, 355 Wellington Street, Suite 248, 2<sup>nd</sup> floor  
London, Ontario N6A 3N7

To Lifemark:                                 Lifemark Occupational Health and Wellness Inc.  
1 Yonge Street, Suite 402  
Toronto, Ontario M5S 1E6  
Attention: Meagan Mabady, Acting Vice President  
[Meagan.mabady@lifemark.ca](mailto:Meagan.mabady@lifemark.ca)

### 7.0.2 Severability

If any term or provision of the Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

### 7.0.3 Amendments

All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

Where the Province of Ontario makes changes to the Physiotherapy Funding Policy, amounts will be pro-rated to reflect the change. Administrator or designate shall advise Lifemark of such change and work with Lifemark to ensure compliance with the Funding Policy.

### 7.0.4 Governing Law

This Agreement shall be governed by and interpreted in accordance with Ontario law.

### 7.0.5 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.



7.0.6 Survival

The provisions relating to liability, indemnity and confidentiality shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

7.0.7 Execution

Lifemark acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**IN WITNESS WHEREOF** the parties have caused to be executed, this Agreement;

**SIGNED, SEALED AND DELIVERED**

THE CORPORATION OF THE CITY OF LONDON

  
\_\_\_\_\_  
Ed Holder  
Mayor

  
\_\_\_\_\_  
Catharine Saunders  
City Clerk

LIFEMARK OCCUPATIONAL HEALTH AND WELLNESS INC.

\_\_\_\_\_  
Date

Per (Signature):   
\_\_\_\_\_

Print Name: Liz Bellantyne


Print Title: Senior Vice President  
*I Have the Authority to Bind the Corporation*

\_\_\_\_\_  
Date

Per (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_  
*I Have the Authority to Bind the Corporation*

|  |   |
|--|---|
| CITY SOLICITOR'S<br>OFFICE<br>CITY OF LONDON |  |
| DATE: <u>Jul 7/19</u>                        |   |
| APPROVED AS TO FORM ONLY                     |   |

## SCHEDULE 2

**THIS AMENDING AGREEMENT #1** with effect as of November 20<sup>th</sup>, 2020.

B E T W E E N:

**LIFEMARK OCCUPATIONAL HEALTH AND WELLNESS INC.**  
(Lifemark)

- and -

**THE CORPORATON OF THE CITY OF LONDON**  
(the "City")

**WHEREAS** Lifemark and the City entered into an Agreement dated February 1, 2019, regarding the provision of Physiotherapy and Occupational Therapy Services (the "Agreement");

**AND WHEREAS** Lifemark and the City wish to amend the Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of this Amending Agreement, the parties agree as follows:

City and Lifemark wish to amend the Agreement by this Amendment effective from Nov 20, 2020 ("Amendment #1")

For good and valuable consideration, the parties agree to amend the Agreement as follows:

### 1.0 AMENDMENTS

**Section 3.0 - Scope of Service** is amended by adding the following phrases after the phrase that begins "3 Physiotherapy Assistants":

One Occupational Therapist (OT) – 8 direct care hours per week

One Occupational Therapist Assistant (OTA) – three (3) days per week for a total of twenty (20) hours.

The City reserves the right, acting reasonably, to revert back to OT services of 16 hours per week, based on the operational needs of the Dearness Home, with advance written notice to Lifemark of at least 4 weeks.

**Section 3.0 – Scope of Service** is amended by adding the following new paragraph 3.0.19 after paragraph 3.0.18:

#### **3.0.19** OTA scope of services

The following sets out the scope of services to be provided by an Occupational Therapy Assistant:

- a- Health promotion, age related disease processes, splinting, seating systems, wheelchair mobility, working with caregivers, and addressing physical and cognitive challenges that impact daily function of residents in the Home.
- b- Reviewing OT referrals from Point Click Care (PCC) and prioritizing them for the OT to address.
- c- Prioritizing the mobility repairs for the technician to fix. OTAs may also help in some minor fixes during the week.
- d- Maintaining a list of Power Mobility Devices (PMD). Monitoring any notes on driving contract infarctions. Updating OT on resident's status at the time of the quarterly review.
- e- Maintaining a list of mobility equipment in the Dearness Home.
- f- Following up and tracking the Short Term Loan devices as well as any rental requests for equipment.
- g- Reviewing technology issues related to mobility equipment (Bluetooth/ Wifi) for prioritization.
- h- Upon approval from OT, initiating discussion/ consent from resident or Power Of Attorney regarding Assistive Device Program (ADP) assessments
- i- Being the point of contact for Dearness staff during the days when the OT is not there. Act as a resource for educating staff, (i.e ROHO cushion placement/air control etc.)
- j- Assisting OT during assessments (i.e. driving tests for PMD). OT may have OTA join family conferences to update the status from the OT perspective.

**Section 4.0 – Fee Schedule** – is amended by deleting it entirely and replacing it with the following new Section 4.0:

#### **4.0 FEE SCHEDULE**

Annual Physiotherapy Funding is based on the number of licensed/approved beds in operation at the LTC home as of January 1 of each funding year.

Payment will be made on a monthly basis, based on the services received with the amount of funding City obtains from the Province of Ontario. Physiotherapy Funding will be subject to any adjustments as determined by the Ministry of Health.

Occupational Therapy (OT) services will be provided at a billing rate of \$55.00 per hour for a minimum of eight (8) hours per week, reduction of eight (8) hours from the original Agreement of 16 hours per week.

To compensate for the reduction in OT hours, Lifemark will provide an Occupational Therapy Assistant (OTA) at Dearness for three (3) days onsite (20 hours) per week. OTA hours will be provided at a billing rate of \$22 per hour.

Lifemark shall submit electronic invoices to Dearness Home by the 5th day of the month that follows the month in which the Physiotherapy and Occupational Therapy services were performed. Hours of services billed must be reconciled with the actual worked hours of the sign in and out document. Dearness Home shall pay all invoices upon receipt once reconciliation confirmed. Foot Care is third party billing to residents that do not have a comfort account with Dearness Home.

**2.0 AGREEMENT BINDING**

- 2.1 Except as amended by this Amending Agreement, the Agreement shall remain binding and in full force and effect.
- 2.2 This Amending Agreement shall be binding on the parties and their respective successors and assigns.

**3.0 EXECUTION**

- 3.1 The City and Lifemark acknowledge that it has each read this Amending Agreement, understands it and agrees to be bound by its terms and conditions.
- 3.2 The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- 3.3 Lifemark represents and warrants that the execution and delivery of this Agreement have been duly authorized, and when executed and delivered will constitute a legal, valid and binding obligation of Lifemark enforceable on its terms

**IN WITNESS WHEREOF** the City and Lifemark have signed this Agreement by their duly authorized representatives

**SIGNED, SEALED AND DELIVERED**

Lifemark Occupational Health  
and Wellness Inc

The Corporation Of The City of London

\*Per: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

Per: \_\_\_\_\_  
 Name: Ed Holder  
 Title: Mayor  
 Date:

\*Per: \_\_\_\_\_  
 Name:  
 Title:  
 Date:

Per: \_\_\_\_\_  
 Name: Catharine Saunders  
 Title: City Clerks  
 Date:

\*I/We have authority to bind the Corporation.

|                 |   |
|-----------------|---|
| <b>TO:</b>      | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b>                  |
| <b>FROM:</b>    | <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR<br/>HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>                          |
| <b>SUBJECT:</b> | <b>CANADA MORTGAGE AND HOUSING CORPORATION (CMHC)<br/>SEED FUNDING CONTRIBUTION AGREEMENT AND CMHC LOAN<br/>AGREEMENT</b> |

**RECOMMENDATION**

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the attached proposed by-law as Appendix “A” **BE INTRODUCED** at the Municipal Council Meeting to be held November 10, 2020 to:

- (a) **APPROVE** the standard form “CMHC Seed Funding Contribution Agreement”, substantially in the form attached as Schedule “1” to this By-law, as the standard form of agreement between the City and Canada Mortgage and Housing Corporation with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;
- (b) **DELEGATE** to the Managing Director, Housing, Social Services and Dearness Home the authority to approve “CMHC Seed Funding Contribution Agreement” with Canada Mortgage and Housing Corporation; and,
- (c) **AUTHORIZE** the Mayor and City Clerk to execute the Agreements approved in subsection (a).

**PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Urgent Transitional and Modular Supported Housing Development (CPSC: July 15, 2020)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)

**PURPOSE**

The purpose of this report is to approve the standard form “CMHC Seed Funding Contribution Agreement” and “CMHC Seed Funding Loan Agreement”, as the standard form of agreement between the City and Canada Mortgage and Housing Corporation

Agreements with CMHC in respect to funding to the City help increase the supply of affordable housing and assist existing projects to remain viable and affordable for Londoners, including modular housing.

**BACKGROUND**

Strategic Plan for the City of London

Increasing affordable and quality housing options by utilizing innovative regulations and investment to facilitate affordable housing development is a strategy in the Strategic Plan for the City of London under the Strengthening our Community Strategic Area of Focus.

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

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners. Funding opportunities through the CMHC support the implementation of key strategies in the Housing Stability for All Plan under the Strategic Area of Focus 2: Creating More Housing Stock. Civic Administration is working to implement actions from the Housing Stability Action Plan.

The City is seeking opportunities to increase housing stock that is affordable and meets the needs of individuals experiencing or at risk of homelessness. Agreements with CMHC include the standard form CMHC Seed Funding Contribution Agreement and CMHC Seed Funding Loan Agreement.

In July 2020, Council approved actions to support a strategy to secure and develop affordable housing units, including up to 90 units of modular construction. Civic administration was directed to continue preliminary investigation of modular housing development strategy, including discussion with other levels of government about potential funding support.

Seed funding supports the costs for completing pre-development activities related to the construction of new affordable housing supply, including modular housing. The maximum Seed Funding contribution for municipal governments is \$150,000 and the maximum available loan is \$350,000.

Indemnification:

The Indemnification can be found in the attached CMHC Seed Funding Contribution Agreement (Section 12) and CMHC Seed Funding Loan Agreement (Section 15) and below:

*The Recipient agrees to indemnify and save harmless CMHC, its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not CMHC is named party in such actions, suits or proceedings.*

The City Solicitors Office and Risk Management have reviewed the content of the CMHC Seed Funding Contribution Agreement and CMHC Seed Funding Loan Agreement. Risk Management recommends that a limit be set on the indemnification, it being recognized that the Funding Agreement contains standard terms and conditions that are not subject to change. Therefore the following risk is identified:

The City is required to indemnify and hold CMHC harmless including its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of the Agreement whether or not CMHC is named party in such actions, suits or proceedings. Such indemnification is potentially limitless.

While this provision exposes the City to liability, it should not outweigh the benefits of the funding and the City will mitigate the associated risks by using the optimum level of oversight, control and discipline.

All CMHC contribution agreements will be reviewed by Financial Services and Risk Management to ensure concurrence and confirmation that the benefit of the agreement outweighs the associated risk and that any financial impacts are addressed.

Should the City wish to utilize the CMHC loan program, any future opportunities will be brought to council for approval.

|                         |
|-------------------------|
| <b>FINANCIAL IMPACT</b> |
|-------------------------|

The CMHC Seed Funding Contribution Agreement provides a grant of \$150,000. This funding will be used to progress the modular housing initiative, one of many initiatives at the City of London to address the affordable housing crisis.

| <b>SUBMITTED BY:</b>  | <b>RECOMMENDED BY:</b>   |
|---|--|
|   |  |
| <b>CRAIG COOPER<br/>MANAGER, HOMELESS PREVENTION<br/>HOUSING, SOCIAL SERVICES AND<br/>DEARNESS HOME</b> | <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR<br/>HOUSING, SOCIAL SERVICES AND<br/>DEARNESS HOME</b> |

Appendix A

Bill No.  
2020

By-law No.

A by-law to authorize and approve a standard form "CHMC Seed Funding Contribution Agreement" with Canadian Mortgage and Housing Corporation

WHEREAS under the Seed Funding Program established pursuant to Section 76 of the *National Housing Act*, the Canadian Mortgage and Housing Corporation (CMHC) provides funding for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;

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

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area 'City of London and County of Middlesex';

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* 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. (a) The standard form "CMHC Seed Funding Contribution Agreement" substantially in the form attached as Schedule "1" to this By-law, is approved as the standard form of agreement between the City and Canada Mortgage and Housing Corporation with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;

(b) The Managing Director, Housing, Social Services and Dearness Home is delegated the discretionary authority to approve of agreements with Canada Mortgage and Housing Corporation that are based on the standard form of agreement approved in subsection 1(a), with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;

(c) The Mayor and City Clerk are delegated the authority to execute such agreements approved in subsection 1(b).

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

PASSED in Open Council on November 10, 2020.



Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -

**Schedule 1**

# CMHC SEED FUNDING CONTRIBUTION AGREEMENT

(“Agreement”)

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION

(“CMHC”)

- AND -

«LEGAL\_NAME»

(“Recipient”)

(Collectively referred to as the “Parties” and each individually a “Party” under this Agreement.)

**WHEREAS** under the Seed Funding Program established pursuant to Section 76 of the National Housing Act (“Program”), CMHC provides funding for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable.

and

**WHEREAS** the Recipient has requested CMHC Seed Funding from CMHC through the submission of an application which was approved by CMHC on «Approval\_Date», for any one or more of the housing projects (“Project”) and certain eligible costs associated with the Project, as identified under **Schedule A** of this Agreement (the “Eligible Activities”); and

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the funding provided by CMHC to the Recipient, the Recipient covenants and agrees with CMHC as follows:

## 1. Term of Agreement.

This Agreement shall become effective on October 9, 2020 (“Effective Date”) and shall terminate on the second year anniversary of the Effective Date October 9, 2022 (“Initial Term”), unless terminated earlier in accordance with its terms. At CMHC’s sole discretion and following the end of the Initial Term, this Agreement may be extended in writing by CMHC. Collectively the Initial Term and any CMHC authorized extension shall constitute the “Term” of this Agreement.

## 2. Seed Contribution and Maximum Financial Liability.

The maximum contribution of CMHC under this Agreement is \$«Contribution\_Amount» (the “Seed Contribution”). The Recipient acknowledges and agrees that:

- (a) The Recipient’s eligibility for the Seed Contribution is conditional upon the Recipient’s ongoing compliance with the terms and conditions set out under this Agreement;
- (b) The Recipient shall use the Seed Contribution only for the approved Eligible Activities described in **Schedule A** (Project and Eligible Activities);
- (c) The Recipient must complete an assessment of the needs/demands and a preliminary financial feasibility assessment satisfactory to CMHC, at its discretion, prior to incurring expenses for other Eligible Activities;
- (d) The Seed Contribution shall not be used to finance Eligible Activities carried out prior to the Recipient’s receipt of CMHC’s Application Approval Letter confirming the Recipient’s eligibility for the Seed Contribution; and
- (e) The Recipient’s eligibility for the Seed Contribution does not constitute an assurance that the Project or associated Eligible Activities will be approved for other forms of CMHC or other federal assistance.

## 3. Project.

Project shall mean the housing project outlined under **Schedule A** of this Agreement. The Project shall, at all times during the Term of this Agreement, meet the minimum “affordability criteria” in accordance with available municipal/provincial standards or, failing such standards, as determined by CMHC.

#### **4. Eligible Activities.**

Eligible Activities shall include those activities related to the Project, which have been specifically approved by CMHC, and set out under **Schedule A** of this Agreement. The Recipient agrees that:

(a) within the first twelve (12) months of the Effective Date of this Agreement, the Recipient shall have invoiced at least 50% of the Seed Contribution for the Eligible Activities identified under Schedule A; and

(b) within ten (10) calendar days of the end of the Initial Term of this Agreement, «Eligible\_Date», the Recipient shall have completed and invoiced the remaining Eligible Activities identified under Schedule A.

#### **5. Approval of Eligible Activities.**

Notwithstanding the approval by CMHC of the Eligible Activities or the receipt by CMHC of reports or other documentation in respect of the Eligible Activities, the Borrower will be solely responsible for completing the Eligible Activities and obtaining appropriate professional advice to complete the Eligible Activities. CMHC will not be liable for approving the Eligible Activities, providing a Seed Contribution to complete the Eligible Activities or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. Any reports or other documentation delivered to CMHC by the Borrower in respect of the Eligible Activities will be solely for the purposes of confirming compliance with this Agreement and under no circumstances will CMHC be responsible for the content of any such reports or other documentation or ensuring compliance by the Borrower with any such reports or other documentation.

#### **6. Semi-Annual Report**

The Recipient shall provide CMHC with a semi-annual progress report (the “**Report(s)**”), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project.

Commencing on the Effective Date of this Agreement and until the termination of this Agreement, the Report is due six (6) months from the Effective Date and every six (6) months thereafter unless this Agreement is terminated earlier in accordance with its terms.

#### **7. Advances.**

Provided that the Recipient is in compliance with all of the provisions of this Agreement and has submitted detailed invoices evidencing the actual and reasonable expense for the Eligible Activities, the Seed Contribution will be advanced to the Recipient in an amount equal to such invoice amounts provided by the Recipient. Collectively the advances under this Agreement shall not exceed the amount of the Seed Contribution.

CMHC shall not advance funds to the Recipient where the Eligible Activities are not completed to CMHC's satisfaction, in its sole opinion, and within the timeframes set out in Section 4(a) and (b) of this Agreement.

#### **8. Independent Recipient.**

It is the intention of the Parties that CMHC is solely a financial contributor to the Eligible Activities and that the Eligible Activities shall not be a partnership or joint venture between CMHC and the Recipient or any other person.

#### **9. Release Information regarding the Eligible Activities.**

The Recipient shall allow CMHC the use any information submitted or provided in connection with the Project in CMHC media releases, publications or other venues as deemed appropriate by CMHC.

#### **10. Acknowledgement of Seed Contribution.**

Where the Recipient plans to publish any reports and/or materials relating to the Eligible Activities supported by the Seed Contribution, the Recipient shall: (i) notify CMHC in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Eligible Activities in such publications in the following manner:

*“This [Project name/description] received funding from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accept no responsibility for them/Ce [Projet nom/la description] est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepte aucune responsabilité pour ces opinions.”*

## **11. Intellectual Property.**

All information and materials produced under this Agreement shall be the exclusive property of the Recipient and the Recipient shall have copyright therein. Subject to the terms and conditions of this Agreement, the Recipient hereby grants to CMHC an exclusive, perpetual, royalty-free licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. This licence so granted shall survive the termination of this Agreement.

## **12. Indemnification.**

The Recipient agrees to indemnify and save harmless CMHC, its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not CMHC is named party in such actions, suits or proceedings.

## **13. Personal Liability.**

Where the Recipient is not an incorporated organization, the representatives of the Recipient, signing this Agreement on behalf of the Recipient, acknowledge that THEY SHALL BE PERSONALLY LIABLE ON A JOINT AND SEVERAL BASIS FOR ALL obligations of the Recipient under this Agreement including without limitation Section 12 (Indemnity), Section 15 (Fraud, Misconduct or Misrepresentation), Section 17 (Termination) and Section 21 (Conflict of Interest).

## **14. Records.**

The Recipient will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit CMHC, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from CMHC.

## **15. Fraud, Misconduct, or Misrepresentation.**

Notwithstanding Section 17 of this Agreement, if CMHC is of the opinion that there has been fraud, misconduct, or misrepresentation on the part of the Recipient or its representatives, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Contribution disbursed to the Recipient by CMHC shall be immediately repayable by the Recipient to CMHC. In the event that the Recipient is not a legal entity, the representatives of the Recipient signing this Agreement shall be liable to CMHC on a joint and several basis for the repayment of the Seed Contribution in accordance with the terms of this Section 15.

## **16. Confidentiality.**

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information that has been or will be disclosed in any form by one Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information. Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

## **17. Termination.**

- (1) CMHC may, by written notice to the Recipient (the "**Notice of Termination**"), immediately terminate this Agreement if:
  - (a) the Recipient has breached one or more of its obligations under this Agreement and has not remedied its obligations, to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing (as the case may be), or
  - (b) the Recipient has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations, or
  - (c) the Project does not proceed within two (2) years after the initial advance of the Seed Contribution is disbursed by CMHC to the Recipient.
- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Recipient, including without limitation, if funding for the

Program is no longer available due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.

- (3) Upon termination of this Agreement by CMHC, CMHC will have no further liability of any kind to the Recipient and the Recipient shall return all of the Seed Contribution paid to the Recipient by CMHC within thirty (30) calendar days of the date of the Notice of Termination.
- (4) Notwithstanding any other term or condition of this Agreement to the contrary, Section 11 (Intellectual Property), Section 12 (Indemnification), Section 13 (Personal Liability) and Section 16 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

#### **18. Entire Agreement.**

The Parties agree that the Schedule A (Project and Eligible Activities) will form a part of the Agreement and is of full force and effect for the entire Term of the Agreement. This Agreement contains all of the agreements and understandings between the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by both Parties. For greater clarity, the written waiver by either Party of any breach of any provision of this Agreement by the other Party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

#### **19. Binding Agreement.**

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Recipient without the prior written consent of CMHC. Any amendment to this Agreement must be provided and approved by CMHC in writing.

#### **20. No use of Name or Logo.**

It is agreed that the Recipient will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

#### **21. Conflict of Interest.**

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 17(3) of this Agreement shall apply.

#### **22. House of Commons.**

No member of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

#### **23. Governing Law and Jurisdiction.**

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province or territory in which the Project is located. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

**24. Notice.**

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

**CMHC:**

700 Montreal Road,  
Ottawa, ON K1A 0P7  
Financing Operations  
Fax: 613-748-2404  
E-mail: «CS\_Email»

**«LEGAL NAME» :**

«Street\_Address»  
«City\_Province\_Postal\_Code»  
Contact : «Contact\_Name»  
E-mail : «Contact\_Email»

**25. No Disbursement Prior to the Signing of the Agreement.**

None of the Seed Contribution shall be disbursed until a copy of this Agreement is signed by the Recipient and delivered to CMHC.

**26. Counterparts and Electronic Delivery.**

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement.

«LEGAL\_NAME»

Signature: \_\_\_\_\_

Name:

Title:

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Title:

Witness: \_\_\_\_\_

I/We have the authority to bind the Recipient.

**CANADA MORTGAGE AND HOUSING CORPORATION**

Signature: \_\_\_\_\_

Name:

Title:

Signature: \_\_\_\_\_

Name:

Title:

I have the authority to bind the Corporation.

DRAFT



## Schedule A

### PROJECT AND ELIGIBLE ACTIVITIES

**1. The Project in receipt of the Seed Contribution is described as follows:**

«Project\_Description».

**2. The CMHC approved Eligible Activities are specified below:**

- Analysis of need and demand for the proposed project;
- Special purpose surveys;
- Preliminary financial feasibility;
- Business plan;
- Incorporation;
- Option to purchase (loan only);
- Registration of security (loan only);
- Professional appraisal;
- Site surveys;
- Planning fees (for example, rezoning, development agreement costs);
- Preliminary design;
- Project viability assessment plan/analysis-pro forma;
- Environmental site assessments;
- Geotechnical surveys (soil load-bearing tests);
- Energy/accessibility modelling studies (cost-benefit analyses);
- Engineering studies (for example, wind, shadow and traffic impact analyses);
- Project drawings and specifications;
- Construction cost estimates;
- Quantity Surveyor;
- Contract documents;
- Development permits;
- Final viability / analysis – pro forma;
- Completion appraisal;
- Other (please specify);

# CMHC SEED FUNDING LOAN AGREEMENT

THIS AGREEMENT made this October 9, 2020

BETWEEN

**CANADA MORTGAGE AND HOUSING CORPORATION**

("CMHC")

- AND -

«LEGAL\_NAME»

("Borrower")

(Collectively referred to as the "Parties" and each individually a "Party" under this loan agreement ("Agreement").)

**WHEREAS** under the Seed Funding Program, established pursuant to Section 76 of the National Housing Act ("Program"), CMHC may provide funding for the development or implementation of proposals to help increase the supply of affordable housing and to assist the continued viability and affordability of existing projects.

**AND WHEREAS** the Borrower has requested Program funding from CMHC through the submission of a loan application dated «Application\_Date» ("Application"), which was subsequently approved by CMHC on «Approval\_Date» ("Application Approval"), for the housing project identified under **Schedule A** of this Agreement (the "Project") and certain eligible costs associated with such projects, as identified under **Schedule A** of this Agreement (the "Eligible Activities");

**NOW THEREFORE**, the Parties agree to enter into this Agreement in respect of the Project, on and subject to the following terms and conditions:

## 1. Seed Loan.

Subject to the terms and conditions of this Agreement, CMHC agrees to provide a loan to the Borrower up to an amount of «Loan\_Amount» (the "Seed Loan"). The Borrower's eligibility for the Seed Loan does not constitute an assurance that the Project or associated Eligible Activities will be approved for CMHC loan insurance, or other forms of CMHC or federal assistance. The Borrower agrees to use the proceeds from the advances under this agreement only for Eligible Activities.

## 2. Advances.

This Agreement shall become effective on October 9, 2020 ("Effective Date") and the Borrower will submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures in each case within 36 months of the Effective date. For greater certainty, if the Maturity Date (as defined below) occurs prior to 36 months following the Effective Date then the Borrower will be required to submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures by such earlier date.

The Borrower shall submit detailed invoices or receipts evidencing the actual expense for the Eligible Activities ("Requested Amount") at least ten (10) business days prior to the proposed advance date. Provided CMHC is satisfied, in its sole discretion, that:

- (a) the Eligible Activities have been completed within the timeframes set out under this Agreement;
- (b) the aggregate amount of all advances made under this Agreement will not exceed the maximum amount of the Seed Loan provided under Section 1 of this Agreement; and
- (c) the Borrower is in compliance with all of the provisions of this Agreement,

CMHC will advance an amount not exceeding the Requested Amount. CMHC reserves the right to limit the amount reimbursed with respect to the Eligible Activities, to reasonable amounts charged for comparable services. At any time before or after making any advances under this Agreement, CMHC may, in its sole discretion, without notice, reduce the maximum amount of the Seed Loan to such lesser amount as CMHC may determine in its sole discretion.

### **3. Approval of Eligible Activities.**

Notwithstanding the approval by CMHC of the Eligible Activities or the receipt by CMHC of reports or other documentation in respect of the Eligible Activities, the Borrower will be solely responsible for completing the Eligible Activities and obtaining appropriate professional advice to complete the Eligible Activities. CMHC will not be liable for approving the Eligible Activities, providing a Seed Loan to complete the Eligible Activities or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. Any reports or other documentation delivered to CMHC by the Borrower in respect of the Eligible Activities will be solely for the purposes of confirming compliance with this Agreement and under no circumstances will CMHC be responsible for the content of any such reports or other documentation or ensuring compliance by the Borrower with any such reports or other documentation.

### **4. Repayment.**

- (1) The “**Repayment Amount**” shall include all amounts of the Seed Loan advanced under this Agreement, prior to the “**Maturity Date**”. The Repayment Amount shall be repayable on the Maturity Date, which date shall be the earlier of: (i) the date on which the Borrower receives a Project Financing (as defined in Section 7(2)), or (ii) the third (3) year anniversary of the Effective Date or (iii) the date on which the Borrower notifies, in writing, CMHC that the Project has been discontinued or otherwise abandons the Project or (iv) the date of a Notice of Termination (as defined under Section 10(1)) or (v) the date on which CMHC notifies the Borrower, in writing, of its determination that the Borrower has failed to meet its Project objectives in accordance with the “**Reports**” (as defined herein). CMHC shall maintain, in accordance with its usual practice, accounts evidencing the Repayment amount; and the information entered in such accounts shall constitute conclusive evidence of the Repayment Amount absent manifest error.
- (2) Where the Borrower is in receipt of a “**Project Financing**”, the Borrower shall instruct and direct the Project Financing lender to directly disburse to CMHC the entirety of the Repayment Amount in the first advance under the Project Financing, unless otherwise agreed by the Parties hereto in writing. The Borrower shall issue written instructions to such lender to this effect, with a copy to CMHC.
- (3) When a repayment is required under this Agreement, other than pursuant to Sections 7(2), the Borrower shall repay the entirety of the Repayment Amount to CMHC within thirty (30) days of the Maturity Date, unless CMHC, in its sole discretion, agrees in writing to an alternate repayment schedule, not to exceed twenty-four (24) months and interest shall be paid in accordance with Section 5. CMHC, in its sole discretion may agree to extend the repayment period.

### **5. Interest.**

The Borrower will not be required to pay interest to CMHC on the Repayment Amount until the Maturity Date. Interest on the Repayment Amount will commence on the thirtieth (30<sup>th</sup>) day following the Maturity Date, at a rate per annum equal to Canada Prime Rate<sup>1</sup> plus two percent (2%) as determined on the Maturity Date of this Agreement and calculated semi-annually and not in advance (“**Interest**”). CMHC, in its sole discretion may decide, in writing, to waive the Interest (or any part thereof) following the Maturity Date where the Borrower is in good standing under this Agreement.

### **6. Costs and Expenses.**

The Borrower will bear all of the out-of-pocket costs and expenses incurred by CMHC in respect of the preparation, negotiation, execution, amendment, waiver, or enforcement of this Agreement or any related, including any fees and expenses of legal counsel for CMHC (the “**Fees and Expenses**”).

### **7. Reporting Requirements.**

#### **(1) Semi-Annual Reporting.**

The Borrower shall provide CMHC with a semi-annual progress report (“**Report(s)**”), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the next six (6) month’s Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last submitted Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project. In reviewing such Reports, CMHC will determine, in its sole discretion, whether the reports indicate the timely realization of the Project and Eligible Activities by the Borrower, as well as the Borrower’s continued ability to perform the Project objectives, failing which CMHC may exercise its right to terminate this Agreement in accordance with Section 9 (2) of this Agreement.

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<sup>1</sup> The Canada Prime Rate as established by the Bank of Canada shall apply.

Commencing on the Effective Date of this Agreement and until the Maturity Date of this Agreement, the Reports are due six (6) months following the Effective Date and every six (6) months thereafter unless this Agreement is terminated earlier in accordance with its terms.

## **(2) Project Reporting.**

The Borrower shall provide CMHC with immediate written notice if/when the Project proceeds to a commitment for capital financing or a commitment for other funding to be used in the advancement of the Project (the “**Project Financing**”). Such notice shall attach the commitment letter from the lender of the Project Financing and shall specify: (i) the name of the lender of the Project Financing, (ii) the date on which the Project Financing is to be disbursed by such lender, and (iii) the amount of the Project Financing.

## **8. Representations and Warranties.**

The Borrower represents and warrants to CMHC as at the date of this Agreement, and on the date each Requested Advance is submitted that:

- (a) it is duly incorporated, organized, established and validly existing under the laws of its jurisdiction of incorporation, operation, and organization, as the case may be;
- (b) the execution, delivery and performance by the Borrower of the terms of this Agreement and of each document to be delivered by it with respect thereto are: (i) within the Borrower’s powers and have been duly authorized by all necessary action; and (ii) do not violate any law, statute, regulation, ordinance or decree applicable to it in the Province of «Province» or the federal laws of Canada applicable therein;
- (c) this Agreement and each document with respect thereto have been duly executed and delivered by the Borrower and constitute direct, legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms;
- (d) there are no legal proceedings pending or, so far as is known to the Borrower, threatened against any of the Borrower which could or would materially adversely affect the Borrower’s financial condition or its operations, or its ability to perform its obligations under this Agreement;
- (e) it is not in violation of any term of its documents or of any agreement to which it or its business or assets or the Project are subject; and the entering into, performance of and compliance with this Agreement will not result in any such violation or constitute a default under or be in conflict with any such term; and

The Borrower shall indemnify and hold CMHC harmless on account of any circumstances that make any of the above representations incorrect.

## **9. Covenants.**

The Borrower covenants and agrees to:

- (a) promptly notify CMHC of the occurrence of any Event of Default (as defined under Section 10 of this Agreement) or of any event that with notice, lapse of time or a determination hereunder or any combination thereof would constitute an Event of Default;
- (b) pay when due all taxes payable by it;
- (c) at all times comply with all applicable laws, including all Environmental Laws, and regulations relating to it and its operations;
- (d) Use the Seed Loan only for the approved Eligible Activities carried out after the Borrower’s receipt of CMHC’s Application Approval Letter confirming the Borrower’s eligibility for the Seed Loan;
- (e) ensure that the Project continues to meet, during the life of this Agreement, the minimum “Affordability Criteria” in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
- (f) promptly, and in any event within three (3) days of such change, notify CMHC of any change in its name or the location of its chief executive office;
- (g) Complete the Eligible Activities and submit invoices in respect of expenditures to complete the Eligible Activities within the time required pursuant to Section 2.

## 10. Events of Default.

- (1) The Parties hereto agree that, if any one or more of the following events (each an "Event of Default") has occurred:
- (a) if CMHC considers that the Project no longer satisfies all applicable "Affordability Criteria" in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
  - (b) if the Borrower is not in compliance with applicable laws, including all Environmental Laws, and regulations relating to it and its operations and cannot remedy, to the sole satisfaction of CMHC, such non-compliance with laws;
  - (c) if, in CMHC's sole opinion, the Project does not proceed in a timely manner and/or in accordance with the Reports described in Section 7 of this Agreement, or if the Borrower otherwise discontinues or abandons the Project, unless otherwise agreed by CMHC in writing;
  - (d) if any representation or warranty made by the Borrower under this Agreement or in any related document or opinion, was incorrect when made or deemed to be made or becomes incorrect during the duration of this Agreement and is incurable or remains uncured by the Borrower for a period of more than ten (10) business days of the earliest discovery by either of the Parties of such error;
  - (e) if the Borrower has breached or failed to fulfill any one or more of its obligations under this Agreement and has not remedied such breach or failure and to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing;
  - (f) if proceedings are started by any person to dissolve, liquidate, or wind up the Borrower or to suspend any of its operations;
  - (g) if the Borrower: (i) makes an assignment for the benefit of its creditors; or (ii) is declared by any competent authority to be bankrupt or insolvent; or (iii) starts any proceeding relating to itself under any present or future reorganization, arrangement, adjustment of debt, dissolution or liquidation law of any jurisdiction;
  - (h) if the Borrower: (i) fails to pay any amount due, under any one or more loans related to the Project or (ii) is in default under any one or more such loans related to the Project;
  - (i) if fraud or misrepresentation as described under Section 17 of this Agreement on the part of the Borrower or its representatives has occurred or is continuing without remedy to the satisfaction of CMHC; and
  - (j) if any other event or circumstance occurs which, in the sole discretion of CMHC, is likely to materially and adversely affect the Borrower's ability to successfully proceed with the Project or otherwise perform all or any of its obligations under this Agreement;

then, CMHC shall make no further advances in accordance with Section 2 of this Agreement and may, by written notice to the Borrower (the "**Notice of Termination**"): (i) terminate this Agreement, and/or (ii) declare all or part of the indebtedness of the Borrower hereunder to be immediately due and payable to CMHC, without any further demand or notice of any kind. In the case of (ii) the Borrower shall return all or part, as determined by CMHC in its sole discretion, of the Seed Loan advanced to the Borrower and any interest permitted by law and in accordance with Section 5 of this agreement by CMHC within thirty (30) calendar days of the date of the Notice of Termination.

- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Borrower, including without limitation, if funding for the Program is no longer available including due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Notwithstanding any other term or condition of this Agreement to the contrary, Section 14 (Intellectual Property), Section 15 (Indemnification), and Section 18 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.



### **11. Independent Borrower.**

It is the intention of the Parties that CMHC is solely a lender to assist the Borrower in the performance of the Eligible Activities and that the Project and the Eligible Activities shall not be a partnership or joint venture between CMHC and the Borrower or any other person.

### **12. Release Information regarding the Eligible Activities.**

The Borrower shall allow CMHC to use any information submitted or provided in connection with the Project in CMHC media releases, publications or other venues as deemed appropriate by CMHC.

### **13. Acknowledgement of Seed Loan.**

Where the Borrower plans to publish any reports and/or materials relating to the Eligible Activities supported by the Seed Loan, the Borrower shall: (i) notify CMHC in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Eligible Activities in such publications in the following manner:

*"This [Project name/description] received financing from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accept no responsibility for them/Ce [Projet nom/la description] est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepte aucune responsabilité pour ces opinions."*

### **14. Intellectual Property.**

All information and materials produced under this Agreement shall be the exclusive property of the Borrower and the Borrower shall have copyright therein. Subject to the terms and conditions of this Agreement, the Borrower hereby grants to CMHC an exclusive, perpetual, royalty-free licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC.

### **15. Indemnification.**

The Borrower agrees to indemnify and save harmless CMHC, its officers, directors and employees against all claims demands, actions, suits or other proceedings, including but not limited to environmental actions, of every nature and kind arising from or in consequence of the performance of its obligations or its failure to act under this Agreement or any document related thereto, whether or not CMHC is named a party in such actions, suits or proceedings.

### **16. Records.**

The Borrower will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit CMHC, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from CMHC.

### **17. Fraud, Misconduct, or Misrepresentation.**

Notwithstanding Section 10 of this Agreement, if in CMHC's sole discretion, fraud, misconduct, or misrepresentation by the Borrower or its representatives has occurred, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Loan disbursed to the Borrower by CMHC shall be immediately repayable by the Borrower to CMHC.

### **18. Confidentiality.**

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information that has been or will be disclosed in any form by one of the Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of the Confidential Information. The Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties agree to comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

## **19. Conflict of Interest.**

The Borrower shall avoid any conflict of interest during the life of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 10 of this Agreement shall apply.

## **20. Entire Agreement.**

- (1) The Parties agree that **Schedule A** (Project and Eligible Activities), **Schedule B** (Defined Terms), and **Schedule C** (Conditions Precedent), form a part of the Agreement and are of full force and effect for the duration of this Agreement. This Agreement contains all of the agreements and understandings between the Parties and no other representatives or warranties, verbal or otherwise, exist between the Parties. If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. In the event of conflict between the terms of this Agreement or any other document relating to this Agreement, the terms of this Agreement shall govern.
- (2) The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by the Borrower of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. For greater clarity, the written waiver by CMHC of any breach of any provision of this Agreement by the Borrower, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of this Agreement.

## **21. Binding Agreement.**

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Borrower without the prior written consent of CMHC. Any amendment to this Agreement must be provided and approved by CMHC in writing.

## **22. No use of Name or Logo.**

It is agreed that the Borrower will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

## **23. House of Commons.**

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

## **24. English Language.**

The Parties hereto agree that this Agreement and all transaction documents related thereto will be in the English language or will be accompanied by an English translation certified by the Borrower *Les Parties aux présentes conviennent que cette convention de prêt ainsi que tout document qui s'y rapporte et devant être fourni par l'Emprunteur, sera rédigé en langue anglaise.*

## **25. Governing Law and Jurisdiction.**

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province or territory in which the Project is to be located and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

**26. Notice.**

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

**CMHC:**

700 Montreal Road,  
Ottawa, ON K1A 0P7  
Financing Operations  
Fax: 613-748-2404  
E-mail: «CS\_Email»

**«LEGAL NAME» :**

«Street\_Address»  
«City\_Province\_Postal\_Code»  
Contact : «Contact\_Name»  
E-mail : «Contact\_Email»

**27. No Advance Prior to the Signing of this Agreement.**

No advance shall be made under this Agreement until a copy of this Agreement is signed by the Borrower and delivered to CMHC.

**28. Counterparts and Electronic Delivery.**

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**



**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement.

«LEGAL\_NAME»

Signature: \_\_\_\_\_  
Name:  
Title:

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name:  
Title:

Witness: \_\_\_\_\_

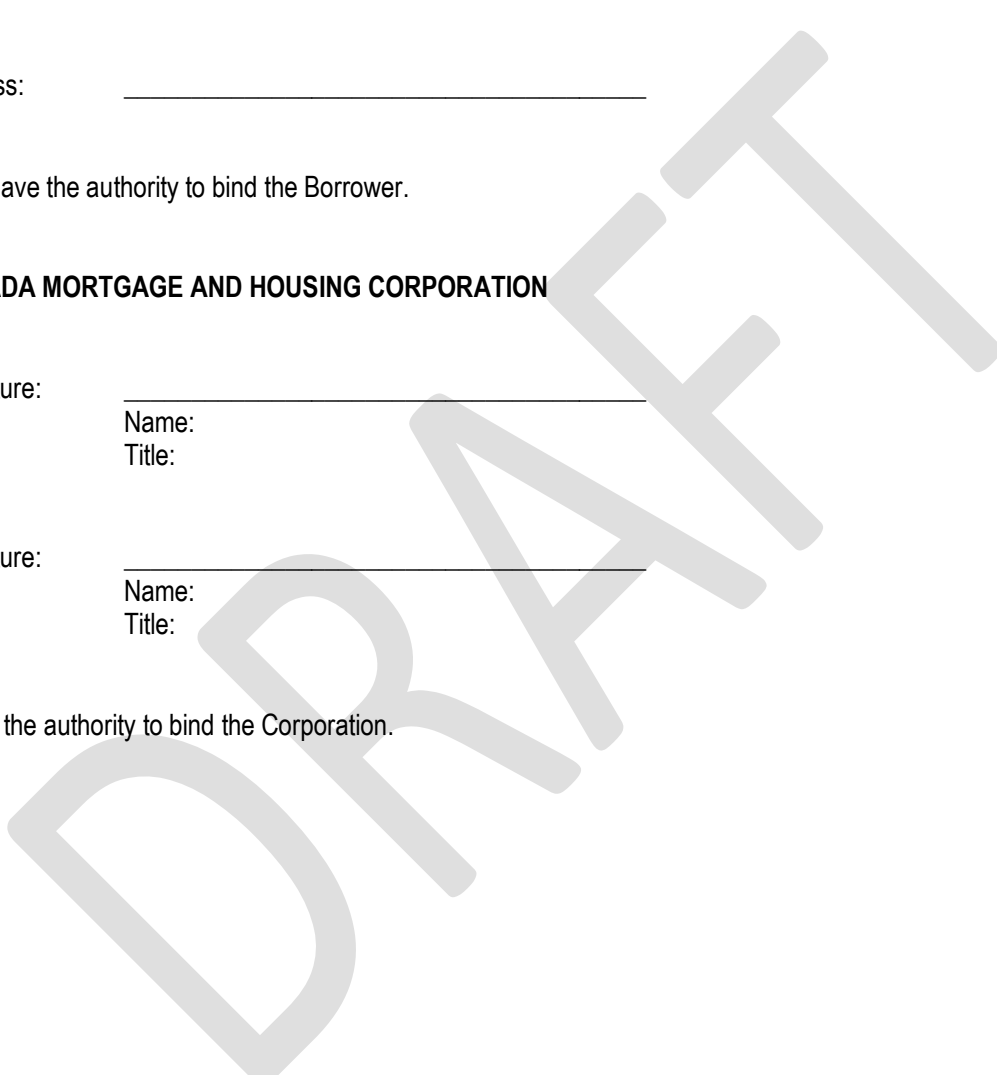
I/We have the authority to bind the Borrower.

**CANADA MORTGAGE AND HOUSING CORPORATION**

Signature: \_\_\_\_\_  
Name:  
Title:

Signature: \_\_\_\_\_  
Name:  
Title:

I have the authority to bind the Corporation.



**SCHEDULE A  
PROJECT AND ELIGIBLE ACTIVITIES**

**1. The Project in receipt of the Seed Loan is described as follows:**

«Project\_Description».

**2. The CMHC approved Eligible Activities are set out below and are subject to the specific activities approved in the Application:**

- Analysis of need and demand for the proposed project;
- Special purpose surveys;
- Preliminary financial feasibility;
- Business plan;
- Incorporation;
- Option to purchase (loan only);
- Registration of security (loan only);
- Professional appraisal;
- Site surveys;
- Planning fees (for example, rezoning, development agreement costs);
- Preliminary design;
- Project viability assessment plan/analysis-pro forma;
- Environmental site assessments;
- Geotechnical surveys (soil load-bearing tests);
- Energy/accessibility modelling studies (cost-benefit analyses);
- Engineering studies (for example, wind, shadow and traffic impact analyses);
- Project drawings and specifications;
- Construction cost estimates;
- Quantity Surveyor;
- Contract documents;
- Development permits;
- Final viability / analysis – pro forma;
- Completion appraisal;
- Other (please specify);

## SCHEDULE B DEFINED TERMS

**“Environmental Laws”** means all requirements under any provincial or federal law, rule, regulation, order, or judgment, decree, license, agreement or other restriction of any governmental authority relating to the environment, pollution, contamination, or the disposal, storage, and discharge of hazardous or toxic substances into the environment, including environmental assessment reports to the extent such reports are required pursuant to the *Canadian Environmental Assessment Act* and its regulations, as amended from time to time, to the extent applicable.

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**SCHEDULE C**  
**CONDITIONS PRECEDENT**

The conditions referred to in this **Schedule C** are for the sole benefit of CMHC only and may be waived by CMHC in whole or in part, with or without conditions, for any advance of the Seed Loan, without affecting CMHC's right to require that such conditions be fulfilled for any other advance.

1. Documentation required prior to CMHC's initial advance of any of the Seed Loan, in each case in form and substance satisfactory to CMHC:
  - (a) an executed copy of this Agreement;
  - (b) the favourable opinion of a law firm satisfactory to CMHC acting as counsel to the Borrower and CMHC and in the form attached hereto in **Schedule D**;
  - (c) an officer's certificate satisfactory to CMHC, setting out the names of persons authorized to sign this Agreement, and any other documents required thereunder including any Request for Advance, on behalf of the Borrower, with specimen signatures of such persons and attaching certified copies of the constating documents of the Borrower together with all by-laws; and
  - (d) such financial or other information or documents relating to the Borrower as CMHC may reasonably require.

DRAFT

**SCHEDULE D  
FORM OF OPINION**

DRAFT

**From:** van Holst, Michael

**Sent:** Monday, October 26, 2020 8:46 AM

**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>

**Cc:** Holder, Ed <[edholder@london.ca](mailto:edholder@london.ca)>

**Subject:** CPSC Motion to invite Dr Mackie to our committee for a discussion of COVID responses

Dear CPSC colleagues,

We have been copied on many emails to Dr Mackie regarding the COVID responses. I would like to invite him to a future meeting of the CPSC for a discussion about public health measures.

Michael van Holst

# Pro-choice London

106 Duchess Ave  
London, Ontario  
N6C 1N6

October 16, 2020

Community and Protective Services Committee  
City of London  
300 Dufferin Avenue  
London, Ontario

Dear Mayor Ed Holder and City Councillors of London,

I am the Director of Pro-choice London, a grassroots organization based in London, Ontario. We work to support abortion access and reproductive health in our community.

As you are probably aware, residents in many parts of London have been exposed to graphic images of aborted fetuses over the last few days. Anti-abortion protesters are holding large signs on public sidewalks and delivering graphic flyers to homes and apartments. These signs have been deeply upsetting to many London residents.

We have been receiving messages from individuals in our community who have been traumatized by these images. Some reports have come from women who have experienced a recent miscarriage, others have come from irate parents whose children have found these flyers in their mailbox or seen the large signs at busy intersections across town. Here's an example of the types of messages that we're receiving. This one came in this morning, "Hello, I wanted to see if there is anything you are able to do to help get these horrible signs off the streets about abortion. My daughter who is 4 seen them and asked me what it was, before u could respond she said, 'is that a baby, IS THAT A DEAD BABY?' My child should not be seeing this." It has been heartbreaking enough to be on the receiving end of these messages. I can't imagine the emotions that these women and children are struggling with.

Pro-choice London calls on the City of London to implement the following:

1. An amendment to an existing bylaw or a new bylaw that would ban the delivery of flyers to homes that have a "no flyer" sign. (Calgary, Winnipeg and Ottawa already have these bylaws)
2. An amendment to an existing bylaw that would state that the content of any signs, including temporary signs, must adhere to the Canadian Code of Advertising Standards. The city of Toronto is already working towards banning these images, which violate Section 14(c) and (d) of the Code. London could be a leader in this movement! We have seen the letters that Joyce Arthur (Executive Director of Abortion Rights Coalition of Canada), has sent to Council and we stand behind everything she has to say.
3. To investigate whether the distribution and display of these images violate Criminal Code (R.S.C., 1985, c. C-46), PART VIII, 319 (1) (a) (b) and (2) (a) (b). This Code refers to Hate Propaganda, Public incitement of hatred and Wilful promotion of hatred. The identifiable group being targeted with hatred being women. (<https://bit.ly/2H8bG39>)

Joining Pro-choice London in its request to address the signage by-laws are the names of 4,571 supporters who signed our online petition. Attached, please find a printed copy of that petition. Also attached, please find a printed copy of supporters' comments as to why they signed our petition.

We hope that you will see fit to address our concerns and implement these changes. Thank you for your time.

Sincerely yours,



Deanna Ronson

Director

Pro-choice London



Dear Colleagues:

Many of us have heard from the public their concerns regarding graphic images being hand delivered to people's mailboxes.

This concern is also not new to municipal governments. A number of municipal councils in Ontario, and across the country, have enacted local by-laws to address the same concern being raised in their communities.

With this in mind, we have worked together on the following motion for the Community and Protective Services Committee and ultimately Council's consideration, to address the community's concerns:

*That Civic Administration be directed to investigate options to address community concerns around graphic unsolicited flyer deliveries to residential properties including but not limited to; steps taken by other municipalities and potential amendments to the existing municipal nuisance by-law or an introduction of a new by-law, and report back with options for council's consideration.*

Sincerely,



Councillor Anna Hopkins  
Ward 9



Councillor Shawn Lewis  
Ward 2



Councillor Arielle Kayabaga  
Ward 13



Councillor Elizabeth Pelozo  
Ward 12

**Sent:** Friday, October 30, 2020 9:08 PM

**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>

**Cc:** London Against Abortion Team

**Subject:** Re: [EXTERNAL] Request to speak on bylaw proposal re: freedom of expression

Hello,

I wish to submit 3 documents (attached) for inclusion on the Added Agenda of the CPSC meeting on Tuesday, Nov. 3rd. I give my permission for the documents to be posted on the public agenda.

The first document is a letter to the CPSC, from myself, on behalf of the pro-life group London Against Abortion. The letter outlines my concerns with the bylaw changes for which Pro-Choice London is advocating.

The second document is a [petition](#) from London Against Abortion calling for the protection of freedom of expression in our city; at the time that I am writing this, the petition has more than 7700 signatures. The third document is the comments of petition signers.

I would also like to request delegation status for the CPSC meeting on Tuesday, Nov. 3rd.

Is it possible to attend the meeting in-person, or must attendance be done virtually?

Thank you for your attention in these matters.

Kind regards,

Maria McCann

London, ON N6K0B8

# London Against Abortion

Community and Protective Services Committee  
City of London  
300 Dufferin Avenue London, Ontario

Dear Community and Protective Services Committee,

I am writing as a concerned citizen and as a representative of London Against Abortion (LAA), a local grassroots pro-life group. My understanding is that groups such as Pro-Choice London are advocating for several bylaw changes that would seriously inhibit the freedom of expression of Londoners. I am writing to communicate my concerns, and the concerns of many others, about the potential curtailing of freedom of expression in our city. I wish to share with you LAA's motivations for sharing the pro-life message publicly, and in particular, why we share abortion victim photography as part of that message.

I and my fellow volunteers at LAA have been publicly sharing the pro-life message in London for 4 years. We do this by peacefully and civilly sharing information about the science of when human life begins, about why we believe all human beings deserve human rights, and about abortion alternatives and support available in the community. We do this because we care about women and families facing difficult pregnancies, and because we care about pre-born children whose lives are at risk from abortion.

**"I had one years ago, and I regret it to this day...There was no one doing this when I had mine. Thank you for being here."**

Those were one woman's words to me when I was engaging in pro-life street outreach and had asked her what her views were on abortion. As a young woman, I find it deplorable that there are other women facing unplanned pregnancy decisions without full information about the reality and potential impact of abortion. While we recognize that the conversation is challenging for those who have experienced the trauma of abortion, it is important that the community can hear about abortion alternatives, and hope and healing from abortion. Many people are thankful to hear about the pro-life perspective. In fact, our petition (*see separate attachment*) calling for the protection of pro-life expression in London has **more than 7700 signatures** from 89 different countries, with 5,571 signatures from Canada, and 1,963 signatures from the province of Ontario. Our intentions are simply to share the pro-life message with our community, because of our concern about abortion and its impact on society. Our goal is not to condemn people for the choices they have made in the past. Rather, we want to offer people information to help them make life-affirming choices in the future.

We emulate countless other social justice movements, present and past, by sharing victim photography as part of our message. Victim photography puts a human face to an otherwise

abstract concept; it makes concrete the real impact of a social issue. Where would conversations about the refugee crisis be without the heartbreaking photos of Alan Kurdi, the little boy who washed up on a Turkish beach in 2015? Where would current conversations about racism and the role of policing be without the graphic videos shared of the killing of George Floyd or Ahmaud Arbery? And those are merely two examples of movements that have publicly shared disturbing images and videos. We can also look at anti-war advocacy, at protests against certain immigration laws, at anti-smoking campaigns, and more. These are all challenging conversations, and people of goodwill may disagree on the solutions to these issues. Yet no one criticizes the sharing of victim photography as an essential aspect of these challenging, but necessary, conversations. Discussions around the abortion issue are similarly challenging, and people of genuine goodwill may hold strong disagreements about the topic. We are not asking the City of London to agree with or endorse LAA's pro-life view; we are merely asking that the freedom of other groups to engage in challenging conversations will also be upheld in our case.

On that note, I wish to highlight the importance of upholding freedom of expression rights as explained in the *Charter of Rights and Freedoms*. The *Charter* right to freedom of expression is a broad right that protects any non-violent activity that attempts to convey meaning, whether or not the majority finds it offensive, disturbing, distasteful, or controversial. This includes sharing ultrasound photography and victim photography with the public. In *R. v. Watson*, the BC Court of Appeal said that communicating beliefs about the meaning and value of human life lies at the "very heart of freedom of expression" and that "those beliefs find expression in the debate on abortion." The City of London has an obligation to comply with the *Charter* and not unduly infringe on the right to freedom of expression, even on contentious issues such as abortion.

Thank you for taking the time to read my concerns. If a motion is proposed seeking to restrict freedom of expression in the City of London, I hope that you will not vote in favour of such measures.

Kind regards,

A handwritten signature in black ink that reads "Maria McCann". The signature is written in a cursive, flowing style.

Maria McCann

Representative of London Against Abortion

<https://londonagainstabortion.wordpress.com/>

October 31, 2020

My name is Blaise Alleyne, and I am the Eastern Outreach Director for the Canadian Centre for Bio-Ethical Reform (CCBR). I am responsible for our public outreach programs in the province of Ontario. I write to you on the matter of the motion to research ways in which the City of London might restrict the freedom of expression of people who hold and share pro-life beliefs.

I trust the members of the committee have received and carefully reviewed the letter from our legal counsel that was sent to all city councillors on Wednesday, October 28, regarding the Charter right to freedom of expression.

I have engaged in peaceful and civil pro-life outreach through CCBR projects for 15 years in Toronto and across the province of Ontario, long before joining the staff of CCBR in 2016. I have set aside other areas of work in order to devote my time to saving children's lives, and sparing women the trauma of abortion — and helping those who have faced the trauma of abortion to be connected with resources for healing.

The public outreach projects currently running in London have been running across Canada for almost a decade, and other organizations have also displayed similar ultrasound photography and abortion victim photography publicly across Canada in various ways for 30-40 years. The *Charter* is the same across Canada, and other governments have acknowledged and respected that — even if they disagree vehemently with the pro-life message — they have an obligation under the *Charter* not to interfere with pro-life expression.

For example, in 2017, a couple Toronto city councillors proposed a similar motion to the one before you now. They even asked then Ontario Attorney General Yassir Naqvi for guidance on how they might restrict the use of abortion victim photography. Liberal Attorney General Naqvi was no stranger to restricting pro-life freedom of expression, as he was the architect of the bubble zone law that prohibits even the most peaceful and innocuous pro-life expression around Ontario's 8 abortion clinics. Yet, Yassir Naqvi replied to the Toronto politicians: "Restricting or limiting anti-abortion protest activities is, however, a very complex legal and social issue that engages the fundamental constitutional protection for freedom of expression under the *Canadian Charter of Rights and Freedoms*." As one Toronto MPP summarized it: "the AG did not feel he could succeed in court."

I had the opportunity to hear Yassir Naqvi speak about his experience exploring the question at a panel the University of Toronto Faculty of Law on March 5, 2019. (At this point, he was no longer Attorney General.) Describing the back and forth he had with Toronto city councillors and an MPP about exploring a legal way to ban graphic imagery, he said: "We did do a legal analysis of the constitutional allowances, and the advice that I received as the Attorney General, that would be unconstitutional, that we will not be able to justify a ban on just general display of graphic imagery based on Section 1."

He was also asked in 2017 by Toronto politicians about the question of restricting leafletting to homes. During the 2019 panel discussion, he said: "This is where I get a little nervous when we start talking about broad bans like no mail, 'no unaddressed mail' in the mailboxes. As a former politician who's knocked on a lot of doors? [laughter in the room] Well, no! I mean, that goes to the fundamentals of your democracy, right? So when I see a sign saying, 'no unsolicited mail', I still left something behind because I felt very strongly come election time they have a right to make their democratic choice, right? Or it says "don't trespass," you still go knock on the door when it says "do not trespass"! [...] So let's just be very careful how far we go down this road, because people do have a right to make informed decisions, and some core fundamental values around freedoms and expression and democracy are involved in this."

The City of Toronto report did not recommend any by-laws to restrict leafletting to homes.

From my experience doing outreach in London on several occasions over the past 4 years, Londoners are no less capable than Canadians in other cities of engaging in civil dialogue and discourse on contentious issues, such as abortion. And Londoners have the same right as other Canadians to be informed from all perspectives on an issue like abortion. When I was in London on Tuesday, September 22, I spoke with several people while doing pro-life outreach downtown. One elderly lady shared with me that she had faced several miscarriages before being able to carry a pregnancy to term, and thanked me for being there sharing the pro-life message. Another middle-aged man stopped to talk with me for a several minutes, and we discussed the ethics of abortion in particularly hard cases, before he opened up to me that he had worked as a cleaner in the hospital where abortions were performed, and he had found that to be a very difficult experience. For some people, abortion is a difficult subject — yet many people are appreciative of the opportunity to engage with the pro-life message.

I know that others in the community are not appreciative, and have recently said that they find our exercise of our Charter-protected rights to be distasteful or upsetting. On Thursday, the City of Lethbridge lost in court to Lethbridge Pro-Life. In paragraph 149 of the ruling the judge wrote: "[P]ublic upset and alarm are not sufficient to tip the balance away from the protection of freedom of expression [...] The long line of cases that have considered the issue underscore that a strong and healthy democracy requires a willingness on the part of the public to accept that the expression of opinions and ideas may, at times, shock, offend, and even disturb them." Furthermore, the judge ruled that the City of Lethbridge acted with bias by considering only the negative complaints they received about Lethbridge Pro-Life's transit advertisements, and not also weighing the petitions and positive comments that the City had also received (nevermind the Charter right to freedom of expression).

Abortion is not the only issue on which the exercise of the Charter right often includes sharing victim photography. Vegan public outreach, like that done by Anonymous for the Voiceless internationally and in cities across Canada, also involves displaying publicly photos and videos that are difficult for many to see. Anti-war protests often do the same. For example, on January 1, 2018, the World Day of Peace in the Roman Catholic Church, Pope Francis issued a card for the Vatican to print and distribute showing a 1945 victim of the Nagasaki nuclear bombing. The photo, taken by US Marine photographer Joe O'Donnell, shows a young Japanese boy carrying his dead younger brother on his shoulders to a cemetery, with the caption "the fruit of war." The cards also said: "The young boy's sadness is expressed only in his gesture of biting his lips which are oozing blood." This was a message against war and against global conflict.

I will never forget the front page of the Toronto Star on January 17, 2010, in the wake of the 2010 Haiti earthquake. I didn't read the newspaper — I saw the front page on the public sidewalks, with the photo displayed publicly in a newsstand for all to see. I'm sure many subscribers of the newspaper saw it when it was delivered by The Star to their front door, and left in their mailbox or on their front steps. Under the headline "STREET JUSTICE," the caption was: "A man suspected of looting a store is beaten on a street in Port-au-Prince on Saturday evening. Minutes later, he was set on fire and left to die." He was lying naked, bloodied, and lifeless on the street, while another man bringing a wooden beam down with great force over his motionless, defenceless body. His feet were bound. Amidst the horror, the act of yet another blow screams out as senseless beyond comprehension. More than a dozen people were crowded around to watch. Above the photo, it said: "The Star is witness to a scene of lawless horror." The article begins: "We are at a moment of disaster." There was no warning. The photo was not on the inside, but on the front cover. I was moved to my core.

I bring up these examples of the very public display and/or delivery of victim photography because I have heard some members of the community compare our display and delivery of photos to "violence." Our outreach is peaceful. Our outreach is no more violent than Pope Francis' or the vegan outreach. The Toronto Star was not displaying and delivering photos of violence to advocate *for* violence — precisely the opposite. In a similar way, we share visual evidence of violence that has occurred to appeal the public to stop the violence. We advocate *against* violence. Our methods are peaceful, and our message is for peace.

While I hope that we may have the opportunity for dialogue on the issue of abortion in future, I assume that committee members already have a range of opinions on the subject of abortion. I do not expect that every

member of the committee agrees with our opinion on abortion. I merely ask that the committee fulfill its constitutional duty not to infringe on the Charter right to freedom of expression. I ask that the committee refrain from singling out one minority voice and targeting the pro-life community, to embark on a study of how to silence one particular belief, one particular voice, one particular community, one particular message. I ask that the committee weigh the full range of comment it has received, along with its duty to respect freedom of expression. Surely, the City of London is just as capable of respecting freedom of expression and the full range of democratic discourse as other cities across Canada. A robust and healthy democracy depends on it.

Sincerely,

Blaise Alleyne

Eastern Outreach Director, CCBR

Nov 1, 2020

Re: Item 4.2 Proposed Amendment to the Sign By-law

Dear CPSC Colleagues,

### **The Dilemma**

We have received emails protesting the delivery of graphic images to residences by the Canadian Centre for Bio-Ethical Reform (CCBR), and we have also gotten emails adjuring us not to interfere with their constitutional freedom to do so. This places us in a dilemma, but I believe that the Abortion Rights Coalition of Canada (ARCC) website already contains a remedy.

### **The Remedy**

The trespass to property act grants all groups, including CCBR assumed permission to access a residential property to deliver a flyer. However, this permission can be revoked with a simple communication to the offending party. ARCC has a sample document on their website that can be filled out and sent to CCBR who is legally obligated to honour the request or else they can be charged under the Trespass Act.

### **The Immediate Actions**

As a city, we can take immediate action to inform our residents that this remedy exists by directing staff to:

1. Create a web page, London.ca/no-flyers, which describes the process of revoking permission to trespass, and
2. Advertise the web page on our site and digital billboards

Don't want to get flyers  
from a specific group?

Visit [London.ca/no-flyers](http://London.ca/no-flyers)

### **The Many Upsides**

The advantages of this approach are that it is:

- immediate,
- effective,
- already enforced at the provincial level,
- not subject to legal challenge,
- targeted,
- free of obvious unintended consequences,
- inexpensive,
- non-controversial,
- applicable to all groups and delivery agents,
- encourages citizens to exercise their own rights.

Sincerely,

Michael van Holst

### **The Resources:**

Trespass to Property Act, R.S.O. 1990, c. T.21:

<https://www.ontario.ca/laws/statute/90t21>

Abortion Rights Coalition of Canada website: <https://www.arcc-cdac.ca/trespass-remedy/>

Sample notification to CCBR: <http://www.arcc-cdac.ca/action/Ontario.docx>



**From:** Anna Marchand

**Sent:** Sunday, November 01, 2020 9:07 PM

**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>

**Subject:** [EXTERNAL] Please submit to Agenda for Nov. 3 meeting

I consent for the following to appear on the public agenda:

To the Community and Protective Services Committee:

I am Anna Marchand, President of London Area Right to Life, or LARLA, which is a charitable organization representing the pro-life community in London since 1974. LARLA seeks to provide education on the value of human life, and support for vulnerable lives in the community.

Thank you for the opportunity for me to speak to the proposal for the bylaw amendment. I strongly oppose the proposal, because I feel that the petition behind this amendment is an affront, not just to the Canadian Centre for Bioethical Reform (CCBR), but also to the entire pro-life community in London. I am concerned that this is not a mere soliciting or graphic display complaint but is a threat to my right and duty to exercise freedom of expression.

LARLA has supported peaceful annual events such as Life Chain this past October, and the 40 Days for Life Campaign, both very peaceful demonstrations where we held non-graphic signs with texts such as "Adoption is an Option" and "Pray to End Abortion". And yet, in the past year, we have had to report numerous vandalism incidents, harassment, verbal abuse, and even threats aimed at people attending these pro-life events. A couple of months ago, a pro-life billboard in a nearby community was destroyed in act of arson, costing thousands of dollars to replace. The sign was non-graphic. Clearly, there is good cause for concern to those who simply do not agree with abortion.

I respect each of your opinions about the legality of abortion, and I now ask our councillors to respect people's rights to be educated on this matter, which includes CCBR's mission to inform us on abortion. I propose that our councillors recognize the local pro-life community as well as every community, which have the same rights to be heard. If Londoners have been educated against abortion, they should be allowed to express their views, safely and unhindered.

In short, I ask that you hold into account potentially tweaking a law in favor of one side; and I fear that making a motion to change these bylaws will only encourage continued discrimination against those who do not agree with abortion, which to us is a human rights violation.

*Anna Marchand*

*President*

*London Area Right to Life Association*

*"For preborn children, our silence can be the difference between life and death. And that's why it's not an option." (Maaike Rosendal)*



PO Box 1377 Stn. B  
Ottawa ON K1P 5R4

**To: Community and Protective Services Committee**

300 Dufferin Avenue  
London, Ontario, N6B 1Z2

November 2, 2020

**Dear Members of the Community and Protective Services Committee,**

This submission is on behalf of We Need a Law, a national grassroots campaign that seeks to educate and equip pro-life Canadians. We encourage people to engage in the political process to advocate for laws that protect pre-born children.

We work with supporters across Canada, including in London. You may have seen our message on busses recently, saying that “Canada has no abortion laws.” The bus ads were put up by a local group who understands that engaging in the political process is not confined to election day or just to a legislature – it’s about communicating with their fellow voters. Being able to spark conversations about important topics is critical to Canadians’ ability to effect change on issues that matter deeply to them.

We are concerned that the recommendations in the petition brought before you would negatively impact the residents of London’s efforts to be active and engaged on any political topic including racism, climate change, truth and reconciliation, and abortion. There are serious constitutional questions you will need to grapple with including what justification you have to infringe freedom of expression, especially political expression.

The Supreme Court has affirmed that political expression is at the core of the *Charter’s* guarantee of freedom of expression. As the Chief Justice Dickson (as he was then) said on behalf of the majority in *R. v. Keegstra*, [1990] 3 SCR 697, “The connection between freedom of expression and the political process is perhaps the linchpin of the s. 2(b) guarantee, and the nature of this connection is largely derived from the Canadian commitment to democracy. Freedom of expression is a crucial aspect of the democratic commitment, not merely because it permits the best policies to be chosen from among a wide array of proffered options, but additionally because it helps to ensure that participation in the political process is open to all persons.”



## 1. Banning flyers

Canada has a long history of communicating through flyers. Whether it's a candidate running for office, a public interest group bringing awareness to an issue, or a charitable organization offering support, Canadians are accustomed to receiving flyers in their mailboxes conveying information on a variety of topics.

As an organization, we have put flyers at front doors or in mailboxes to bring awareness to topics like the current private members bill C-233, a bill before Parliament that would ban sex selective abortion. This is an important way to communicate with those who are nominally engaged with the issue. Many Canadians would support this bill, but need to first know that it exists. Flyers are a great way to educate them.

As you consider whether to ban such flyers, you of course understand that you must balance it with the *Charter* protection of freedom of expression. Specifically, we ask that you also consider the impact it will have on Canadians' engagement with the political process. Our interest is political engagement on the abortion issue, but we know that we are not the only advocacy group that uses this method to communicate with Canadians. Other social movements also work in this way on topics that Canadians need to be aware of.

## 2. A reliance on the Canadian Code of Advertising Standards

Advertising Standards is a private, advisory body. They may produce helpful materials, including the *Canadian Code of Advertising Standards*, but their value is limited. It would be inappropriate for you to fetter your discretion to their *Code*, which can be changed anytime without your input.

You may find the recent Court of Queen's Bench of Alberta treatment of Advertising Standards [ASC] in *Lethbridge and District Pro-life Association v Lethbridge (City)*, 2020 ABQB 654 helpful: "As a private body, ASC is not subject to the Charter. ASC has no authority to regulate expression even though a number of entities, including the Respondent [the city of Lethbridge], voluntarily have determined that they will submit to its opinions. There is no suggestion that the Code, or any opinion provided by ACS, included any consideration of the Charter provisions or, indeed, any statutory objectives or associated values that the City was obliged to consider in making the challenged decision."

Specifically of note when it comes to assessing Advertising Standards' recommendation, it would be legally impermissible for you to fetter your discretion as the city of London by binding yourself to the decision of Advertising Standards. You have your own statutory objectives that must be considered, as well as *Charter* rights and guarantees. You cannot abdicate either of these considerations to a private body.



## **Conclusion**

Finally, we want to stress the negative effect that pursuing a bylaw that would target the work of pro-life residents. The call to ban flyers is not about the best interests of the citizens of London, but rather there are certain pro-abortion organizations that are behind this petition. As the Alberta Court said in the decision referenced above, “Proponents for the pro-choice and pro-life groups are both experienced and well-organized groups focused on advancing their respective points of view.” In that decision, Justice Gates warns the city of Lethbridge against only listening to activists on one side of this issue.

It should be noted that, as a pro-life movement, we do not and would not advocate for silencing those who disagree with us. In fact, we encourage them to express their beliefs as well. Currently in London, both sides are welcome to distribute flyers, to spark conversations, and to engage in civil discourse. It is our hope that this unbiased freedom will remain – not only for the issue of abortion, but for the many other contentious issues that Canadians are talking about right now, whether that be racism, climate change, or truth and reconciliation.

We live in a time when a lot of hard conversations need to happen. The conversation around when human rights begin is one of those issues that needs to be heard from all perspectives. It is our hope that all those in London will continue to engage with the ongoing conversation about abortion, and that the London city council will be careful not to chill or bias that conversation.

Sincerely,

**Tabitha Ewert**

*Legal Counsel, We Need a Law*

From: Daniel Mailer

Sent: Monday, October 26, 2020 10:38 AM

To: Bunn, Jerri-Joanne

Subject: [EXTERNAL] FW: request for delegation status for November 3rd meeting by Dan Mailer

Hi Jerri

Once again, here are my materials with my now revised request for standing to speak at a future CAPS committee meeting which I understand is scheduled for December 1, 2020.

I do not plan to attend on Nov 3rd but will await the decision of the committee re request for standing for Dec 1st

Thanks very much

Daniel R. Mailer

# **Presentation in Support of Amending The City of London Noise/Sound Bylaw to prohibit the use of outdoor high frequency sound emitting devices within City limits**

## **Background Facts**

1. Sound frequency is measured in Hertz (hz).
2. The human ear can hear sounds in the frequency range of 20 hz to 20,000 hz. The ability to hear high frequency sounds declines as we age. Human speech is typically in the frequency range of 250 to 8,000 hz.
3. Home Depot, Lowe's and Amazon and other retailers are now selling "pest repellent" devices for outdoor use (to repel cats, dogs, skunks, birds etc.). These devices typically emit high frequency sounds in the range of 13, 500 hz to as high as 25,000 hz at a loud decibel level (as high as 110 decibels) with a minimum distance range of 70 feet from the device to 70 feet side by side.
4. A device that emits a sound at 110 decibels is considered "unhealthy", "very loud" and "dangerous" for human exposure over 30 minutes. 110 decibels is the equivalent of a loud car horn or a rock concert. 120 decibels is equivalent to an intruder alarm or jet plane taking off.
5. Sounds of less than 75 db even after lengthy exposure are unlikely to cause hearing loss, however, extended or repeated exposure to sounds above 85 db can cause hearing loss.
6. Loud sounds in the high frequency range, even those that the human ear cannot "detect", can cause damage to the human ear.
7. Studies have shown that loud high frequency sounds that can and cannot be heard can cause health issues including everything from anxiety, nausea, headaches and hearing loss.
8. It is also worth noting, that devices generating a fundamental high frequency sound often also generate harmonic frequencies called subharmonics, at  $\frac{1}{2}$  the frequency of the fundamental high frequency sound (for example: a device generating a frequency at 16,000 HZ can also generate a harmonic frequency of 8,000 HZ well within the normal hearing range. As another example a high frequency sound can also resonate with a window creating a subharmonic sound audible by the human ear.)

## **Examination of a Typical High Frequency Sound (Ultrasound)**

### **Emitting Device- The Aspectek “Yard Sentinel™ - Strobe”**

9. The Aspectek Yard Sentinel™ is a typical pest repelling device for outdoor use. It is just one of many similar devices on the market today. It retails for approximately \$40.00. The purpose of referring to this particular device is not to center it out but to simply illustrate how many of these devices function.

### **Audible Sound**

10. The Aspectek device is capable of emitting an audible sound similar to a shrieking eagle. The volume level of this sound can be controlled or turned off and can be set to continuous sound or triggered by a motion sensor. The same applies for the strobe light on the unit.

### **High frequency (ultrasonic) Sound**

11. According to the operating manual, of the Aspectek device it also emits a high frequency (ultrasonic) sound in the range of 15,000 hz to 25,000 hz (frequency range adjustable).
12. The operating manual for the device indicates that whenever this device is plugged in and turned on, the device continually emits a “high pressure” ultrasonic signal that according to the manual is only slightly audible to humans(see page 20 of the manual).
13. There is a warning printed on the back of the device relating to the high frequency adjustment knob which reads: “Caution - These sounds may disturb people” (see diagram in manual on page 18)
14. When questioned by email, a representative of the distributor of the device admitted that young children or young adults may be able to hear the high frequency sound (and thereby be disturbed by it when the device is on). See email of October 13, 2020 from service at Aspectek to Daniel Mailer .

### **General Thoughts - Health Hazards**

15. It is submitted that ultrasound emitting devices pose potential annoyance, disturbance and health hazards for people, especially young people and young adults. There is the potential that this device could cause health difficulties for every age group including those who cannot hear the high frequency sounds but still receive the high pressure sound in their ears. If these devices are as loud as 110db of continuous sound, they could potentially damage hearing.
16. These devices represent unnecessary noise pollution in our neighbourhoods and with respect, their use should be banned inside the City limits.
17. Arguably the ultrasound from these types of devices represent a sound that could be considered cruel treatment of animals, pets and wildlife.

18. Finally, one must be mindful of the possibility of use of these devices for nefarious purposes. They say that fences make good neighbours but these devices could be used by operators to harass and intimidate neighbours and their pets beyond property boundaries.

## **Request**

I am asking the City of London to amend the Noise/Sound bylaw to prohibit the outdoor use of pest deterrent high frequency sound emitting devices within City limits since exposure to these kinds of noise/sounds pollute our sound environment, can be and are annoying, disturbing, damaging and likely pose a genuine health risk to the general public.

## **Submission**

It is submitted that there is no place for these types of devices in the residential setting and the City of London would do a disservice to its citizens to continue to allow their use. As well these devices are arguably cruel treatment of animals and wildlife. There is also a growing concern in science regarding the adverse health consequences of exposure to ultrasound to humans, and although the science is new and developing and not yet settled, the City should err on the side of caution and ban these devices.

In the alternative, it is suggested that City Bylaw Officers be instructed to order the discontinued use of these devices whenever a complaint is received from the public about the use of a particular device. The onus should not be on those complaining but rather on those using and possibly abusing the devices.

Submitted by: Daniel R. Mailer  
Lawyer (1983 - LLB University of Ottawa)  
Electronic Technician (1976-Fanshawe College)

### Attachments:

- email from Aspectek to Daniel Mailer of October 13, 2020;
- Aspectek product manual for Yard Sentinel™ Strobe dated June 2014;

### Further References:

- Article published in UK Daily Mail - "Ultrasound in public places could be triggering sickness, headaches and pain." ; (available online) and
- see 2nd article from The Journal of the Acoustical Society of America, Vol 144 No #4; "Effects of very high frequency sounds and ultrasound on humans."(available online)



**Daniel Mailer**

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**From:** Daniel Mailer [REDACTED]  
**Sent:** October-13-20 6:05 PM  
**To:** Daniel Mailer  
**Subject:** Fwd: Question re high frequency sound from Yard Sentinel Strobe

Begin forwarded message:

**From:** [Aspectek.com](mailto:service@aspectek.com) <service@aspectek.com>  
**Subject:** Re: Question re high frequency sound from Yard Sentinel Strobe  
**Date:** October 13, 2020 at 4:07:47 PM EDT  
**To:** Daniel Mailer <[REDACTED]>

Hello Daniel,

Thank you for contacting us.  
Small kids or younger adults may hear the ultrasonic alarm when the frequency is set to low (counterclockwise). Please adjust the frequency dial in this case.  
Overall this product is safe to use near people.

If you have any other questions, feel free to let me know.

Best regards  
Customer Service  
Aspectek

How would you rate my reply?

Great Okay Not Good



On Mon, Oct 12, 2020 at 7:36:53 PDT, Daniel Mailer [REDACTED] wrote:  
Hello

I have a question about the Yard Sentinel Strobe.  
The manual indicates that humans can't hear the ultrasonic high frequency sound but on the back of the unit it indicates "caution, these sounds may disturb people".

Can you please clarify this as I don't want to cause a problem with my neighbours. Thanks

Dan

# Repelling wildlife by using sound emitting devices - results of an internet search by Owen Williams

As of Oct. 29, 2020

See submission to City of London from Dan Mailer re banning such devices under the Noise Bylaw. Owen Williams is a wildlife biologist, retired from the Ontario Ministry of Natural Resources after 35 years. He is Past President and long term Board member of the Ontario Invasive Plant Council and a long term (and current) Director of Carolinian Canada. ***The following information provides links to resources that are readily available on the internet.***

**SEARCH** - <Rodent Repellent Noise>

Orkin, one of the world's largest pest management companies, provides an overview of the lack of effectiveness of ultrasonics to repel rodents and other pests. The bottom line is that there is no data to support such claims. They make brief reference to such devices being used to deter birds, yet the birds actually roosted on the devices.

<https://www.orkin.com/rodents/mouse-control/electronic-mice-repellent>

***Similar conclusions on other websites***

<https://www.wil-kil.com/blog/does-ultrasonic-rodent-repellent-work/>

McGill University: <https://www.mcgill.ca/oss/article/technology-you-asked/are-ultrasonic-pest-repellers-effective> "...these devices have never been proven to actually work." There is a graphic there to show the hearing range of various animals...it might be useful.

The devices were also not effective on kangaroos. The paper provides other interesting references.

<https://www.jstor.org/stable/3784449?seq=1>

It seems that there is less research being conducted on this topic than was done 20 years ago. One of the more recent studies was reported in 2018...with the same conclusion: the devices don't work (in this case on rats).

<https://niv.ns.ac.rs/e-avm/index.php/e-avm/article/view/14>

I didn't take time to follow all the leads at this link:

<https://www.quora.com/Are-electronic-pest-repellers-harmful-to-human-hearing>

Consumer Reports has provided many articles about the ineffectiveness of these devices and the false claims made by manufacturers. See for examples:

<https://www.consumerreports.org/insect-repellent/five-insect-repellent-products-to-avoid/> (scroll down to the section on sonic devices)

Another reliable information sources, Wikipedia, also concludes that the devices are of “questionable effectiveness”. They provide references for studies that were done 20+ years ago showing that the devices were ineffective. There is also reference to an American court order against a company requiring that it cease marketing their device until they could prove that it worked. The order remains in place. See

[https://en.wikipedia.org/wiki/Electronic\\_pest\\_control](https://en.wikipedia.org/wiki/Electronic_pest_control)

Of course the companies that sell these devices say that they work, and if they don't, it is because you weren't using it correctly.

The following pest control company in Australia sites some very minor research that was done about 20 years ago. It is not very convincing data relative to repelling animals/insects, however, it does support the contention that the sound does disrupt the lives of the animals, reducing feeding and normal behaviour. That would apply to many species of wildlife, not just the ones that a homeowner doesn't like. See

<https://www.pestrol.com.au/best-rodent-repellers/>

Some other “pro” sites:

<https://stoppestinfo.com/en-ca/79-electronic-indoors-repellers-review.html>

<https://www.pests.org/best-mouse-repellents/>

**SEARCH:** < ultrasonic repellent impacts on wildlife >

The International Association of Certified Home Inspectors provides an excellent summary of the lack of effectiveness of the devices and lists the reported impacts on human health and infrastructure.

<https://www.nachi.org/ultrasonic-pest-repellers.htm>

The following research paper provides an overview of the research and challenges prior to 1997.

**SHUMAKE, S. A.** 1997. Electronic rodent repellent devices: a review of efficacy test protocols and regulatory actions. Pages 253-270 in Mason, J. R., editor. Repellents in Wildlife Management (August 8-10, 1995, Denver, CO). USDA, National Wildlife Research Center, Fort Collins, CO.

**See pdf:** Shumake1997-ResearchProtocols-ultrasonics

This paper might be of interest:

Tiwari, D. K., & Ansari, M. A. (2016). Electronic Pest Repellent: A Review. International Conference on Innovations in information Embedded and Communication Systems (ICIIECS'16)'Department of Electronics and Communications

This research report indicates that not only are ultrasonics not effective as a repellent, in this research design, the device actually attracted the targeted pest.

<https://www.sciencedirect.com/science/article/abs/pii/S0168159108001494>

## Impacts On People

There are a number of journal publications related to the ***damaging effects on people***:

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4786042/> NOTE the links to related articles in the right hand column – scroll down to see all of them. See also reviews.

<https://pointe-pest.com/electronic-pest-repellers-harmful-human-hearing/>

There is an interesting article from 2016 that suggests that ultrasound devices may cause tinnitus in people...however, as often happens the researcher felt that further research was required to be more confident in the conclusion. It might be worth searching further for work done by this researcher, perhaps contacting him directly.

See: <https://www.bshaa.com/News/invisible-ultrasound-can-be-a-cause-of-tinnitus>

See also: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4786042/>

[https://royalsocietypublishing.org/doi/full/10.1098/rspa.2015.0624?utm\\_campaign=buffer&utm\\_medium=social&utm\\_content=buffer05db8&utm\\_source=twitter.com](https://royalsocietypublishing.org/doi/full/10.1098/rspa.2015.0624?utm_campaign=buffer&utm_medium=social&utm_content=buffer05db8&utm_source=twitter.com)

Look into Canadian Guidelines. Here is one link:

<https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reports-publications/radiation/guidelines-safe-use-ultrasound-part-industrial-commercial-applications-safety-code-24.html>

|                 |  |
|-----------------|--|
| <b>TO:</b>      | <b>CHAIR AND MEMBERS<br/>COMMUNITY AND PROTECTIVE SERVICES COMMITTEE<br/>MEETING ON NOVEMBER 3, 2020</b> |
| <b>FROM:</b>    | <b>KEVIN DICKINS<br/>ACTING MANAGING DIRECTOR<br/>HOUSING, SOCIAL SERVICES AND DEARNESS HOME</b>         |
| <b>SUBJECT:</b> | <b>CANADA MORTGAGE AND HOUSING CORPORATION (CMHC) –<br/>RAPID HOUSING INITIATIVE (RHI)</b>               |

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| <b>RECOMMENDATION</b> |
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That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home: the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council Meeting to be held November 10, 2020 to:

- (a) **AUTHORIZE and APPROVE** the standard form the “Rapid Housing Initiative (RHI) Agreement” attached as Schedule 1 substantially in the form attached the agreement to be completed in accordance with the RHI program between CMHC and The Corporation of the City of London;
- (b) **DELEGATE**, duties of the City as Recipient to the “Rapid Housing Initiative (RHI) Agreement” as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative program are hereby delegated to Housing Development Corporation, London (HDC); as agent for the City, to obtain approvals for applications and project plans from the Managing Director, Housing Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer;
- (c) **AUTHORIZE** the Mayor and City Clerk to execute program agreements or amendments as required related to the Rapid Housing Initiative.

It being noted that the City as Service Manager will retain responsibilities for ongoing operational compliance.

|  |
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| <b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b> |
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- Council Approved “Urgent Transitional and Modular Supported Housing Development” ([CSPC: July 15, 2020](#))
- Council Approved, “Affordable Housing Development Toolkit Update Report” ‘ ([PEC: July 13, 2020](#))
- Council Approved “Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011” ([CPSC: December 3, 2019](#))
- Council Approved “Canada-Ontario Community Housing Initiative...” and associated delegation of Authority to HDC ([CPSC: June 17, 2019](#))
- Council Approved “Delegation of the Rental Housing Component ...for the Development of Affordable Housing to the Housing Development Corporation, London (HDC)” and related previous reports. ([CPSC: July 18, 2017](#))

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| <b>PURPOSE</b> |
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This report recommends the City of London’s participation in the “Rapid Housing Initiative (RHI)” through agreement with the Canada Mortgage and Housing Corporation (CMHC) and through delegated authority for project specific activities to the Housing Development Corporation, London (HDC), working in partnership with Civic Administration.

## BACKGROUND

### Alignment to Council's Strategic Plan and Housing Stability for All Plan:

Prior to Covid-19, Municipal Council had already recognized the local housing crisis. The City's Multi-Year Strategy and 2020-2023 Multi-Year Budget established housing as a key priority through a number of unified business cases and plans primarily aligned under the *Strengthening our Community* Strategic Area of Focus. These plans and the Housing Stability for All Action Plan are guiding the actions within the response to RHI.

On July 15, 2020, Committee received a report outlining initiatives and plans to address urgent housing needs that were being amplified through the Covid-19 pandemic. This included strategies to expedite permanent housing solutions including through the direct engagement of other orders of government.

On October 23, 2020, the City received notice from CMHC that it had been identified for immediate funding to create new permanent affordable housing under the RHI program, subject to the City's concurrence to the program criteria, agreement, and rapid timelines. The RHI agreement, including the investment plan, must be submitted before November 27 in order to receive funds. Attached as Appendix B.

### Overview of CMHC Rapid Housing Initiative (RHI):

RHI reflects a federal investment of \$1 billion to create new permanent, affordable housing units across Canada to help address urgent housing needs of vulnerable Canadians, especially in the context of COVID-19. RHI has two program streams:

- 1) *Major Cities Stream* (\$500 million total allocation):  
This program stream allows select municipalities to engage directly with CMHC to prioritize housing to where chronic homelessness is most prevalent.  
and
- 2) *Projects Stream* (\$500 million total allocation)  
This stream provides funds to Provinces, Territories, municipalities, Indigenous governing bodies and organizations and non-profits based on the overall strength of the project specific applications.

RHI supports the rapid construction of affordable multi-residential housing units – using modular construction; the conversion of non-residential spaces (eg. commercial) into affordable multi-residential housing units; and/or the repair or rehabilitation of abandoned spaces into affordable multi-residential housing units. Investments may be applied to pre-development / pre-construction activities, including land acquisition, but must create permanent affordable housing and meet strict criteria and timelines.

### London's Allocation - Major Cities Stream:

London has been allocated \$7.5 million under the Major Cities Stream of RHI funding to create new permanent affordable housing units (modular construction only) subject to the execution of the RHI agreement (Appendix B) by November 27, 2020. CMHC will also accept applications for Project Stream funding up to December 31, 2020 with an intent to distribute all funding by the end of March 2021. London intends to submit an application by the CMHC deadline for additional funding under the Project Stream.

### Response:

Based on work already initiated by Civic Administration and HDC and collaborative work being done across City service areas in support of the urgent housing strategy, the City will be in a position to respond to the RHI Major Cities Stream within the target timeframe. Civic Administration will report back on these actions as well as the more complete response to the urgent housing strategy through future meetings of Committee.

### Review of RHI Agreement:

The City Solicitors Office and Risk Management have reviewed the content of the RHI Agreement. Risk Management recommends that a limit be set on the indemnification, it being recognized that the Funding Agreement contains standard terms and conditions that

are not subject to change. Therefore the following risk is identified:

The Indemnification can be found in the attached RHI Agreement (Additional Terms, 2.) and below:

*The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings (including but not limited to environmental claims) of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement, (b) the construction or operation of the Units, (c) the failure of the Recipient to comply with all environmental laws or losses suffered in connection with the presence of any hazardous material on the land upon which Units are situated; or (d) any act or failure to act on the part of the Recipient in connection with the Contribution or the Units, whether or not CMHC is named as a party.*

The City is required to indemnify and hold CMHC harmless including its officers and employees against all claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of the Agreement whether or not CMHC is named party in such actions, suits or proceedings.

While this provision exposes the City to liability, it should not outweigh the benefits of the funding and the City will mitigate the associated risks by using the optimum level of oversight, control and discipline.

Delegation of Authority:

RHI presents a unique approach by CMHC in advancing programs directly to large urban centres. In London's Housing System, HDC represents the functions associated with direct delivery of new rental construction programs as well as the associated services related to land readiness and community engagement to advance more affordable housing. The projects and lands that will be considered for RHI, as with other future housing development plans, require the stacking of various funds and services.

HDC will provide services as the agent of the City, with an arms-length approach related to land use applications, project plans, and program indemnifications while also working in direct partnership with Civic Administration to advance these plans as priority needs. Projects advanced by HDC for the City will require direct approval of the Managing Director, Housing, Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer.

City Enterprise Team:

The City Manager has established internal teams to support the collaborative housing system approach required to advance the urgent housing plans and related work. These teams will work across service areas but within all required policies and regulations. Any identified requirements to advance urgent affordable housing developments through amended policies or by-laws of Council will be presented to Council in accordance with the directions established in the "Affordable Housing Development Toolkit" reports with an intention to retain any best practices for future affordable housing initiatives.

|                         |
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| <b>FINANCIAL IMPACT</b> |
|-------------------------|

Specific projects and associated funding remain subject to detailed work being advanced by Civic Administration and HDC. Civic Administration will report back to future meetings with specifics related to the RHI application, including the intended use of London's \$7.5 million allocation under the Major Cities Stream.

Developments will only be advanced with confirmed Sources of Financing for the full project costs and thorough review of project sustainability, inclusive of ongoing operating

costs. Any future financial or budgetary impacts (including up-front construction/development costs and ongoing operating costs) will be submitted for Council's approval prior to commitments being made.

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| <b>CONCLUSION</b> |
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The City of London has been allocated \$7.5 million under the Major Cities Stream of CMHC's Rapid Housing Initiative. In order to access this funding, execution of the Rapid Housing Initiative Agreement is required in schedule B Investment Plan as attached in Schedule 1 to this report. Civic Administration is requesting delegated authority to work collaboratively with HDC to complete the required agreement. Civic Administration will report back to future meetings with specifics related to the RHI application, including the use of London's allocation.

| <b>SUBMITTED BY:</b>  | <b>RECOMMENDED BY:</b>   |
|---|--|
|   |  |
| <b>CRAIG COOPER</b><br><b>MANAGER, HOMELESS PREVENTION</b><br><b>HOUSING, SOCIAL SERVICES AND</b><br><b>DEARNESS HOME</b> | <b>KEVIN DICKINS</b><br><b>ACTING MANAGING DIRECTOR</b><br><b>HOUSING, SOCIAL SERVICES AND</b><br><b>DEARNESS HOME</b> |

- C. Kyle Murray, Director, Financial Planning & Support, Finance and Corporate Services
- Jason Wills, Manager III, Risk Management Division
- Stephen Giustizia, CEO HDC



A by-law to authorize and approve a standard form “Rapid Housing Initiative Agreement” (RHI) (Schedule 1) with Canadian Mortgage and Housing Corporation (CMHC) and to delegate the duties of the City as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative (RHI).

WHEREAS under the Rapid Housing Initiative established pursuant to Section 76 of the *National Housing Act*, the Canadian Mortgage and Housing Corporation (CMHC) provides funding for the development or implementation of proposals to help increase the supply of new permanent affordable housing;

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

AND WHEREAS section 8 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 The City has established the Housing Development Corporation, London (HDC) as a mechanism to advance the development and sustainability of affordable housing;

AND WHEREAS City is responsible for the delivery and administration of affordable housing initiatives through other direct delivery or through the Housing Development Corporation, London;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* 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 to:

1. **AUTHORIZE and APPROVE** the standard form the “Rapid Housing Initiative (RHI) Agreement” attached as Schedule 1 substantially in the form attached the agreement to be completed in accordance with the RHI program between CMHC and The Corporation of the City of London;
2. **DELEGATE**, duties of the City as Recipient to the “Rapid Housing Initiative (RHI) Agreement” as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative program are hereby delegated to Housing Development Corporation, London (HDC); as agent for the City, to obtain approvals for applications and project plans from the Managing Director, Housing Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer;
3. **AUTHORIZE** the Mayor and City Clerk to execute program agreements or

amendments as required related to the Rapid Housing Initiative.

It being noted that the City as Service Manager will retain responsibilities for ongoing operational compliance.

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

PASSED in Open Council on November 10, 2020.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading –

## RAPID HOUSING INITIATIVE AGREEMENT

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_, 202\_\_ (the "**Effective Date**") between **CANADA MORTGAGE AND HOUSING CORPORATION** ("**CMHC**") and **[NAME OF CITY/MUNICIPALITY]** ("**Recipient**").

(collectively the "**Parties**" and individually a "**Party**")

**WHEREAS** the COVID-19 crisis has exacerbated existing housing affordability and homelessness issues particularly for the most vulnerable Canadians;

**WHEREAS** the Parties wish to implement the Rapid Housing Initiative ("**RHI**") to rapidly house some of the most vulnerable Canadians; and

**WHEREAS** in connection with the RHI, CMHC is authorized under the *National Housing Act* to make contributions to the Recipient for the purposes of developing, in conformity with an investment plan to be approved by CMHC and attached as **Schedule B** (the "**Investment Plan**"), at least **[number of units]** affordable housing units in **[Municipality / Region]** (the "**Units**");

**NOW THEREFORE** for value received, the Parties agree as follows:

### **1. Contribution and Purposes**

The contribution by CMHC under this Agreement is \$**[●]** (the "**Contribution**") and will be advanced to the Recipient following signature of this Agreement, subject to the terms and conditions herein and for only to be used for the following purposes (as will be further specified by the Recipient in the Investment Plan):

(a) (i) acquisition of land and the construction of affordable multi-residential Modular Housing Units (as defined in **Schedule A**); (ii) acquisition of land and buildings for the purpose of conversion of non-residential into affordable multi-residential housing Units; or (iii) acquisition of land and buildings in disrepair or abandoned for the rehabilitation<sup>1</sup> into affordable multi-residential housing Units; and

(b) costs related to the pre-development, pre-construction (e.g. environmental site assessments, cost consultant reports, architectural or engineering reports, legal/closing costs related to acquisition of land and buildings) for the development of permanent affordable housing Units.

For greater certainty, costs must be incurred on or after the date of this Agreement and do not include operational expenses.

### **2. Conditions to Funding**

The Recipient agrees it will:

(a) use the Contribution only for the purposes specified in the Investment Plan (and no other purpose) to create affordable Units for People And Populations Who Are Vulnerable (as defined in **Schedule A**) who are targeted by the Affordability Criteria (as defined in **Schedule A**);

(b) ensure, for a minimum period of 20 years (or for such longer period as agreed to in the Investment Plan) commencing on March 31, 2022, or on another date as may be set by CMHC at this discretion (the "**Term**"), the Units meet the Affordability Criteria (as defined in **Schedule A**) and are for People And Populations Who Are Vulnerable;

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<sup>1</sup> The land and buildings to be rehabilitated must have been in disrepair and/or abandoned and in both cases inhabitable and lost to the housing stock.

- (c) ensure the Units, and the newly constructed building(s) where the Units are situated, will exceed by at least 5 percent the local accessibility requirements in its jurisdiction during the Term;
- (d) ensure the Units, and the newly constructed building(s) where the Units are situated, will exceed by at least 5 percent the energy efficiency standards, as set out in the 2015 National Energy Code for Buildings (NECB), or as set out in the local/regional standard, whichever is higher;
- (e) deliver within 30 days of receipt of the notice of the Recipient's allocation,<sup>2</sup> for CMHC's review and approval, the Investment Plan in the form and content attached as **Schedule B**, which will among other elements (1) show that the Units can be available for occupancy within twelve months of its approval by CMHC;<sup>3</sup> (2) indicate how the Recipient is considering community benefits in the development of the Units; (3) indicate how the development of the Units by the Recipient is targeting, where possible, women and girls (30% of the Units) and urban Indigenous peoples<sup>4</sup> (15% of the Units); and (4) confirm (i) how the full Contribution will be committed by the Recipient; (ii) how the Recipient will construct and operate the Units in accordance with this Agreement; and (iii) how the Recipient will, throughout the Term, comply with the covenants of affordability, accessibility and energy efficiency set out in this Agreement;
- (f) where it intends to engage a third party intermediary (the "**Intermediary**") to construct and/or operate the Units: (i) exercise appropriate care in selecting an Intermediary who is a reputable entity that meets the Recipient's integrity regime and Know-Your-Client requirements; (ii) enter with the Intermediary into agreements as may be needed, setting out terms and conditions reflecting the requirements of this Agreement; and (iii) take all necessary actions to cause the Intermediary to comply with the obligations under this Agreement, noting however that the Recipient shall remain at all times primarily liable to CMHC for the fulfillment of all obligations under this Agreement; and
- (g) be, and cause the Units and any property on which the Units will be constructed and operated to be, at all times in compliance with all applicable laws including environmental laws and municipal zoning, in all material respects.

### **3. Return of Contribution**

In support of the implementation of the RHI to rapidly house some of the most vulnerable Canadians affected by the COVID-19 crisis, the Recipient will select projects that can be implemented within the short period of time specified in the Investment Plan. As a consequence, the Recipient agrees to the following:

- (a) CMHC may periodically review the progress in fulfilling the Investment Plan. Where CMHC or the Recipient considers that there may be reasonable doubt any part of the Investment Plan will be fully and timely delivered as expected, or where the Recipient has not started a project within [●] months of [●], the Parties shall consult together and make all efforts to find an acceptable solution that minimizes impacts on the projects and that is in the best interest of the RHI implementation, following which CMHC may reduce or cancel the Contribution to the extent that CMHC considers reasonable. In that case, the Recipient shall return any such reduced or cancelled Contribution within 30 days of being notified in writing by CMHC.

<sup>2</sup>The 30 days period starts as of the date the Recipient receives its notice of allocation, notwithstanding whether or not the Recipient already signed this Agreement.

<sup>3</sup> If the Recipient has projects in excess of their initial allocation for consideration for future contributions that may be available, the Recipient should provide additional information (e.g. expediency of project completion; evidence of long-term viability), which may be considered by CMHC in connection with any future funding under the RHI.

<sup>4</sup> The Recipient should, where possible, select and engage Indigenous governing bodies or organizations with the necessary experience and capacity as their intermediaries to construct, operate and deliver housing targeted at Indigenous peoples under this Agreement.

(b) The Recipient shall return to CMHC any undisbursed funds within 30 days of the Quarterly Attestation (as defined below) for the quarter in which all projects set out in the Investment Plan are completed, and in all cases no later than May 30, 2022, unless otherwise agreed by CMHC.

#### **4. Disposition and Encumbrance of Units**

(a) The Recipient is permitted to dispose of Units provided that (i) such Units are substituted by the Recipient with units that satisfy the terms and conditions of this Agreement; or (ii) the transferee acquiring such Units agrees to comply with the obligations of this Agreement by entering in a contract with the Recipient that is satisfactory to CMHC, acting reasonably; and (iii) in both cases, CMHC confirms in writing its consent to such disposition, after conducting a due diligence that is satisfactory to CMHC.

(b) The Recipient may not encumber the Units or any lands acquired with the Contribution without CMHC's prior written consent, acting reasonably.

#### **5. Reporting**

The Recipient agrees it will:

(a) deliver an attestation to CMHC within 30 days of each of March 31, 2021, June 30, 2021, September 30, 2021, December 31, 2021 and March 31, 2022, unless directed otherwise by CMHC, and in accordance with **Schedule C** (the "**Quarterly Attestation**"); and

(b) deliver an attestation to CMHC within 60 days of the Recipient's fiscal year end, commencing in the first fiscal year ending after March 31, 2022 and on each fiscal year thereafter, until the completion of the Term and in accordance with **Schedule C** (the "**Yearly Attestation**").

#### **6. Projects Stream**

The Recipient may, as part of the Investment Plan submitted under this Agreement for RHI funding pursuant to the *Major Cities Stream*, ask CMHC to be also considered for RHI funding pursuant to the *Projects Stream*. To do so, the Recipient must provide and include in the Investment Plan in the form and content attached as **Schedule B**, all additional information that is necessary for the *Projects Stream*, for CMHC's review and approval. In this scenario, the Investment Plan will serve for both RHI streams.

#### **7. Schedules**

Schedules attached hereto, including the Investment Plan (**Schedule B**) and the Additional Terms (**Schedule D**), form a part of this Agreement.

**[Signature pages follow]**

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date first written above.

**CANADA MORTGAGE AND HOUSING CORPORATION**

700 Montreal Rd  
Ottawa, Ontario  
K1A 0P7

\_\_\_\_\_  
**Name:**  
**Title:**

\_\_\_\_\_  
**Name:**  
**Title:**

*[Signature page for the Rapid Housing Initiative Agreement  
between Canada Mortgage and Housing Corporation and [Recipient]]*

**[RECIPIENT]**

**[Address]**

---

**Name:**

**Title:**

---

**Name:**

**Title:**

*[Signature page for the Rapid Housing Initiative Agreement  
between Canada Mortgage and Housing Corporation and **[Recipient]**]*

## **SCHEDULE A**

### **Definitions**

**"Affordability Criteria"** means:

All units must serve and be affordable (household is paying less than 30% of gross income on housing costs) to targeted People and Populations Who Are Vulnerable and who are also, or otherwise would be, in severe housing need or people experiencing or at high risk of homelessness as described below. Affordability must be maintained for a minimum of 20 years. The Recipient will be required to confirm, through an attestation, that all units serve the intended targeted population. CMHC may require incremental validation throughout the 20-year affordability period as needed.

A household in severe housing need is a subset of core housing need households that pays 50% or more for their current dwelling. A household is said to be in core housing need if its housing falls below at least one of the adequacy, affordability or suitability standards and it would have to spend 30% or more of its total before tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).

Homelessness is described as the situation of an individual, family or community without stable, safe, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it. Populations at imminent risk of homelessness are defined as individuals or families whose current housing situation will end in the near future (for example, within 2 months) and for whom no subsequent residence has been established.

A Recipient who has already adopted its own definitions for 'severe core housing need', 'homelessness' or at 'risk of homelessness' may, with approval of CMHC, apply such definitions to the Affordability Criteria. Otherwise, the definitions for these terms indicated herein apply.

**"Modular Housing Units"** means housing units which are partially or fully built in off-site (e.g. a factory, warehouse, or similar facility) by a qualified manufacturer and delivered to the site in whole or in parts and installed on an appropriately zoned and serviced lot.

**"People and Populations Who Are Vulnerable"** means the following groups and the individuals belonging to these groups:

- Women and children fleeing domestic violence;
- Seniors;
- Young adults;
- Indigenous peoples;
- People with disabilities;
- People dealing with mental health and addiction issues;
- Veterans;
- LGBTQ2+;
- Racialized groups;
- Black Canadians;
- Recent immigrants or refugees; and
- Homeless people or those at risk of homelessness.



**SCHEDULE B**

**Investment Plan**

[see attached]

| 1. Identification  | Project A | Project B |
|--|-----------|-----------|
| Date submitted :   |           |           |
| Project name :   |           |           |
| Project description (Need, targeted population, program support, etc) :  |           |           |
| Street number :  |           |           |
| Street name :  |           |           |
| Municipality :   |           |           |
| Province :   |           |           |
| Postal code :  |           |           |
| Please provide the name of the intermediary, if different from the municipality (developer, owner or operator) : |           |           |

| 2. Project details   | Project A | Project B |
|--|-----------|-----------|
| Type of intervention :   |           |           |
| Building type :  |           |           |
| Building purpose :   |           |           |
| Total soft costs :   |           |           |
| Soft costs incurred before agreement date :                                      |           |           |
| Soft cost eligible for RHI :   | 0.00 \$   | 0.00 \$   |
| Total hard costs :   |           |           |
| Hard costs incurred before agreement date :                                      |           |           |
| Hard cost eligible for RHI :   | 0.00 \$   | 0.00 \$   |
| Total land and acquisition cost :  |           |           |
| Was the land purchase/acquisition of building done before the agreement date :   |           |           |
| Total land and acquisition cost eligible for RHI :                               | 0.00 \$   | 0.00 \$   |
| Contingency costs (as % of soft and hard costs):                                 |           |           |
| Contingency costs :  | 0.00 \$   | 0.00 \$   |
| Total other costs :  |           |           |
| Total other costs incurred before agreement date :                               |           |           |
| Other costs eligible for RHI :   | 0.00 \$   | 0.00 \$   |
| Total project costs :  | 0.00 \$   | 0.00 \$   |
| Total eligible project costs :   | 0.00 \$   | 0.00 \$   |
| CMHC funding requested (must be equal or less to Total eligible project costs) : |           |           |

**Note: If each individual is assigned a specific bed, please enter the number of beds serving a priority group, otherwise, please enter the number of units.**

| 3. Eligibility   | Project A | Project B |
|--|-----------|-----------|
| Total number of new affordable units/beds created :  |           |           |
| Primary vulnerable population targeted :   |           |           |
| Number of new affordable units/beds created for primary vulnerable population :  |           |           |
| Secondary vulnerable population targeted :   |           |           |
| Number of new affordable units/beds created for secondary vulnerable population :  |           |           |
| Tertiary vulnerable population targeted :  |           |           |
| Number of new affordable units/beds created for tertiary vulnerable population :   |           |           |
| Is every unit/bed associated with a vulnerable population group? (Mandatory)   | Yes       | Yes       |
| Provide a general description of the Community Employment Benefits that will be derived from each Project (see footnote for detail)  |           |           |
| Residential Space (% of Area) including program space :  |           |           |
| Date of acquisition / construction start date :  |           |           |
| Estimated completion date / ready for occupancy :  |           |           |
| Estimated full occupancy date :  |           |           |
| Will the tenants occupying the units (1) not spend more than 30% of their income on the applicable unit, and (2) be composed of individuals and families who are, or otherwise would be, in severe housing need, or people experiencing or at high risk of homelessness? |           |           |
| How long will the affordability be maintained?   |           |           |
| For modular projects, will your project exceed by 5% the local accessibility requirements in its jurisdiction?   |           |           |
| For modular projects, will your project exceed by 5% the energy efficiency standards as set out in the 2015 National Energy Code for Buildings (NECB) or local/regional standard whichever is greater?   |           |           |

**Please fill-out the following section only for projects you wish to be considered for additional funding under the "Cities / projects stream" funding.**

| 4. Prioritization  | Project A | Project B |
|--|-----------|-----------|
| Will your project meet the affordability definition for a minimum of 20 years?   |           |           |
| Will 100% of the units provide permanent housing to tenants from the vulnerable population groups?   |           |           |
| Will your project reach first occupancy within 12 months of the execution of the contribution agreement?   |           |           |
| Are project lands located Off Reserve?   |           |           |
| Are project lands located On Reserve?  |           |           |
| Are project lands located North?   |           |           |
| Are project lands in a Remote location?  |           |           |
| How long will affordability be maintained?   |           |           |
| How quickly do you expect reaching first occupancy?  |           |           |
| How quickly do you expect completing your project?   |           |           |
| What is the status of the land?  |           |           |
| What is the duration of confirmed operating subsidy?   |           |           |
| What percentage of funding is needed from CMHC?  |           |           |
| Please confirm if you are specifically targeting any of these vulnerable population groups.  |           |           |
| For modular projects, will your project exceed the energy efficiency standards as set out in the 2015 National Energy Code for Buildings (NECB) or local/regional standard |           |           |

|  |  |  |
|--|--|--|
| For modular projects, will your project exceed the local accessibility requirements in its jurisdiction? |  |  |
|--|--|--|

**Footnotes :**

**Questions**

Type of intervention :

Building type :

Building purpose :

Note related to costs incurred before the agreement date

Was the land purchase/acquisition of building done before the agreement date : Yes / No

Primary, secondary and tertiary targeted vulnerable population :

Provide a general description of the Community Employment Benefits that will be derived from each Project.

Confirm that the contribution will create units for vulnerable populations who are in severe housing need or people experiencing or at high risk of homelessness : Yes / No

Project exceeds local accessibility criteria by 5% of the local accessibility requirement in it's jurisdiction : Yes / No

Project exceeds local accessibility criteria by 5% of the energy efficiency standard as set out in the 2015 National energy code for buildings (NECB) or as set out in the local/regional standard, whichever is higher : Yes / No

Will your project meet the affordability definition for a minimum of 20 years? Yes / No

Will 100% of the units provide permanent housing to tenants from the vulnerable Yes / No

Will your project reach first occupancy within 12 months of the execution of the Yes / No

Are project lands located Off Reserve? Yes / No

Are project lands located On Reserve? Yes / No

Are project lands located North? Yes / No

Are project lands in a Remote location? Yes / No

How long will affordability be maintained? 20 years, 21 to 30 years, 31 to 40 years+

How quickly do you expect reaching first occupancy? First occupancy within 12 months of execution of contribution agreement, First occupancy within 6 months of execution of contribution agreement, First occupancy within 3 months of execution of contribution agreement

How quickly do you expect completing your project? Project completed within 12 months of execution of contribution agreement, Project completed within 9 months of execution of contribution agreement, Project completed within 6 months of execution of a contribution agreement

What is the status of the land? Land is not yet owned/no agreement of purchase and sale and no executed lease in place (or current lease is not for min 20-year duration), Land has an agreement of purchase and sale with closing date within 3 months, Land is already owned in fee simple/leasehold interest

What is the duration of confirmed operating subsidy? Operating subsidy not yet confirmed, Confirmed up to 5 years, Confirmed more than 5 years up to 10 years, Confirmed more than 10 years but less than 20 years, Confirmed for full 20-year affordability period

What percentage of funding is needed from CMHC RHI Funding requested for 100% of costs, RHI Funding requested for 81% to 90% of costs, RHI Funding requested for 71% to 80% of costs, RHI Funding requested for 60% to 70% of costs, RHI Funding requested below 60%

Please confirm if you are specifically targeting any of these vulnerable population groups. Specifically targeting Black Canadians, Specifically targeting Women and Children, Specifically targeting Indigenous People, Not targeting any of these vulnerable population groups

For modular projects, will your project exceed the energy efficiency standards as set out in the 2015 National Energy Code for Buildings (NECB) or local/regional standard whichever is greater? It meets the energy efficiency standards, but doesn't exceed them, it exceeds by 5%, It exceeds by 10%, It exceeds by 15%, It exceeds by 20%

For modular project, will your project exceed the local accessibility requirements in its jurisdiction? It meets the accessibility requirements of the jurisdiction, but doesn't exceed them., It exceeds by 5%, It exceeds by 10%, It exceeds by 15%, It exceeds by 20%

**SCHEDULE C**

**Reporting**

**Quarterly Attestation**

[see attached]

**Yearly Attestation**

[see attached]

| 1. Attestation   | Project A | Project B |
|--|-----------|-----------|
| Attestation date :   |           |           |
| Municipal building address :   |           |           |
| Amount of RHI funding that was used towards eligible costs?  |           |           |
| % of completion of the project :   |           |           |
| Construction / Renovation / Conversion start date :  |           |           |
| Construction / Renovation / Conversion completion date (all units are ready for long term occupancy) : |           |           |
| Full occupancy date (all units are occupied) :   |           |           |
| Total number of new affordable units/beds in project :   |           |           |
| Number of new affordable housing units temporarily occupied (conversion/renovation not complete) :     |           |           |
| Number of new affordable housing units completed (occupancy permit obtained) :                         |           |           |
| Number of new affordable housing units occupied (long term occupancy) :                                |           |           |
| Type of intervention :   |           |           |
| Building type :  |           |           |
| Building purpose :   |           |           |
| Did changes to the distribution of units among vulnerable groups occur?                                |           |           |
| (If changes occurred, please fill out the following)   |           |           |
| Primary vulnerable population targeted :   |           |           |
| Number of new affordable units/beds created for primary vulnerable population :                        |           |           |
| Secondary vulnerable population targeted :   |           |           |
| Number of new affordable units/beds created for secondary vulnerable population :                      |           |           |
| Tertiary vulnerable population targeted :  |           |           |
| Number of new affordable units/beds created for tertiary vulnerable population :                       |           |           |
| Comments - please describe any other material changes to the project or units :                        |           |           |
| Signature :  |           |           |
|  |           |           |
|  |           |           |

|  | Project A | Project B |
|--|-----------|-----------|
| Attestation Date:  |           |           |
| Total number of affordable units that have been retained   |           |           |
| Building purpose :   |           |           |
| Did changes to the distribution of units among vulnerable groups occur?<br>(If changes occurred, please fill out the following)  |           |           |
| Primary vulnerable population targeted :   |           |           |
| Number of new affordable units/beds created for primary vulnerable population :  |           |           |
| Secondary vulnerable population targeted :   |           |           |
| Number of new affordable units/beds created for secondary vulnerable population :  |           |           |
| Tertiary vulnerable population targeted :  |           |           |
| Number of new affordable units/beds created for tertiary vulnerable population :   |           |           |
| Are the tenants occupying the units (1) pay less than 30% of gross income on the applicable unit, and (2) composed of individuals and families who are, or would otherwise be, in severe housing need, or people experiencing or at high risk of homelessness? |           |           |
| Is the project meeting the commitment towards number of accessible units?  |           |           |
| Comments - please describe any other material changes to the project or units.   |           |           |
| Signature  |           |           |

## SCHEDULE D

### Additional Terms

Parties agree to the following additional terms and conditions:

#### 1. Termination

In the event that the Recipient (or a representative thereof) does not adhere to the terms and conditions of this Agreement, or commits fraud, misconduct, criminal acts, gross negligence or willful misconduct, CMHC may immediately terminate this Agreement and declare the Contribution to be repayable to CMHC in whole or in part, and may exercise any other rights and remedies it has by operation of law or equity. Sections 2, 3 and 4 of this **Schedule D** shall survive the expiry or termination of this Agreement.

#### 2. Indemnification

The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings (including but not limited to environmental claims) of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement, (b) the construction or operation of the Units, (c) the failure of the Recipient to comply with all environmental laws or losses suffered in connection with the presence of any hazardous material on the land upon which Units are situated; or (d) any act or failure to act on the part of the Recipient in connection with the Contribution or the Units, whether or not CMHC is named as a party.

#### 3. Liability

CMHC shall not be liable to the Recipient or any other party in relation to the Contribution. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain primarily liable to CMHC for the fulfillment of its obligations under this Agreement. For the purposes of this Agreement, CMHC will only deal with the Recipient, and not with third parties retained by the Recipient including the Intermediary.

#### 4. Recipient's Representations and Warranties

(a) The Recipient has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement, which has been duly authorized, executed, and delivered by the Recipient and constitutes a legal, valid, and binding obligation of the Recipient.

(b) The Recipient and any property on which the Units are situated are in compliance with all applicable laws, including all environmental laws and municipal zoning, in all material respects.

(c) It is a condition of this Agreement that all representations and warranties made in this Agreement or any other document or reporting by the Recipient are true, complete and correct.

#### 5. Official Languages

In areas of significant demand, the Recipient agrees to provide all information and services pertaining to the RHI in both French and English. The Recipient will use the criteria for communications and services in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act* as a guideline to determine "significant demand". The Recipient will consult with representatives of local minority language groups.

## **6. Information and Communications**

(a) Subject to the *Access to Information Act* (Canada), the *Privacy Act* (Canada), and the applicable provincial, territorial or municipal freedom of information and privacy legislation, the Parties shall hold confidential any information clearly identified and marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Nothing in this Agreement shall be construed in a manner that would contravene the access to information and privacy legislation that applies to the Parties.

(b) The Recipient consents to the collection, use and disclosure of information submitted to CMHC by the Recipient for the following purposes: (i) to assess the Recipient's eligibility under the RHI; (ii) for analytics, policy analysis, auditing and research by CMHC; (iii) to communicate to the Recipient possible opportunities under other CMHC programs, or possible collaboration opportunities with third parties; (iv) for evaluation of the RHI; (v) for use by CMHC in and the Government of Canada for purposes related to the *National Housing Act* (Canada); and (vi) for information verification and due diligence purposes, including to detect and protect CMHC from errors and fraud. The Recipient shall obtain the foregoing consents from any third party intermediary engaged by the Recipient to construct and/or operate the Units.

(c) CMHC and its representatives are authorized to use and disclose the information, on a need to know basis, to CMHC employees, officers and directors, the office of the Minister responsible for CMHC and provincial/territorial/municipal entities collaborating with CMHC for the purposes outlined in Section 6(b) of this **Schedule D**.

(d) Any public communications related to projects under this Agreement must be approved in advance by CMHC. Notwithstanding the preceding, each Party retains the right to communicate information to Canadians about the projects to meet its respective legislated and regulatory obligations, with prior notice to the other Party.

(e) If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's Contribution under this Agreement in a manner acceptable to CMHC, acting reasonably, including through use of signage at the project (at the costs of CMHC).

## **7. Audit**

(a) CMHC and any of its officers, employees and agents shall have the right to inspect, audit and make extracts from the Recipient's books and records in relation to the Contribution upon its request, acting reasonably, until the completion of the Term.

(b) CMHC or a third party representative may conduct onsite visits to inspect and monitor the construction and operation of the Units and compliance with the terms and conditions of this Agreement. All site visits are for CMHC's program and risk management purposes only and are not to be considered a technical inspection to confirm the quality of the work or the Recipient's compliance with applicable laws, including building codes.

## **8. Notice**

Delivery of notice under this Agreement shall be effective three days after posting by regular mail, or on the day following transmission by e-mail, to the Parties at addresses set out on the signature pages of this Agreement.

## **9. Independent Recipient**

The Parties agree that under this Agreement CMHC is solely a financial contributor in respect of the Units and there shall be no legal partnership or joint venture between CMHC and the Recipient or the Intermediary. No



Party will use the name, logo or marks of the other party without the prior express written consent of that other party.

**10. Costs**

The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution, enforcement and implementation of this Agreement.

**11. Conflict of Interest**

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict, or perception that a conflict of interest exists.

**12. House of Commons/Senate**

No member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

**13. Assignment and Amendment**

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by a Party without the prior written consent of the other Party. Any amendment to this Agreement must be approved by both Parties in writing.

**14. Counterparts**

This Agreement may be executed in any number of counterparts, which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature and such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as a manual signature.

**15. Waiver**

The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

**16. Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Units are situated, and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to this Agreement. Funding under this Agreement is at all times subject to appropriations by the Parliament of Canada.

**17. Entire Agreement**

This Agreement contains all of the agreements and understandings between the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. If any provision of this Agreement

is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement and any schedules attached hereto, will continue to be in full force and effect.

**18. Additional Funds**

Notwithstanding Section 17 of this **Schedule D**, if following the Effective Date, the Recipient is allocated - under either RHI streams - additional RHI funds that are separate and in addition to what is provided in the initial Investment Plan<sup>5</sup> under this Agreement (the "**Additional Funds**"), CMHC may use this Agreement as a basis for its agreement with the Recipient in relation to the Additional Funds. If the Recipient accepts such allocation, and unless directed otherwise by CMHC, it shall deliver an additional investment plan substantially in the form of the Investment Plan attached as **Schedule B** (the "**Additional Investment Plan**") in respect of the Additional Funds (including the additional contribution, units and applicable term) within 30 days of receiving notice of the additional allocation, for CMHC's review and approval at its sole discretion. The terms and conditions of this Agreement, as varied by the Additional Investment Plan, shall apply to the Additional Funds mutatis mutandis unless otherwise agreed by the Parties.

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<sup>5</sup> For the avoidance of doubt, as per section 6 of the Agreement, the initial Investment Plan may itself comprise RHI funds pursuant to both RHI streams, without the need for an Additional Investment Plan for the *Project Stream* at that initial stage. Additional Funds are separate and in addition to the initial Investment Plan, and require an Additional Investment Plan.

October 23, 2020

Adam Thompson  
[athompson@london.ca](mailto:athompson@london.ca)  
Manager, Government and External Relations  
City of London

Dear Mr. Thompson,

**RE: Priority Allocation for Your Municipality from the Rapid Housing Initiative**

I am pleased to inform you that your municipality has been identified for immediate funding to create new permanent affordable housing under the Rapid Housing Initiative (RHI) that was announced by the Government of Canada on September 21.

RHI will deliver \$1 billion to help address urgent housing needs of people and populations who are vulnerable by rapidly creating new affordable housing units across the country.

This funding will be delivered through the Canada Mortgage and Housing Corporation (CMHC), and the RHI will cover the construction of modular housing, as well as the acquisition of land, and the conversion of existing buildings to affordable housing. This initiative will be delivered through two funding streams:

- Major Cities Stream: which will flow directly to municipalities to ensure funds are directed to areas where chronic homelessness is most prevalent and;
- Projects Stream: which will prioritize applications received from Provinces, Territories, municipalities, Indigenous governing bodies and organizations and non-profits based on the overall strength of the application.

As part of the first funding stream, your municipality has been identified for immediate funding of \$7,546,767 to create a minimum of 33 units of new permanent affordable housing. This funding will be transferred to your municipality in full upon the successful execution of an agreement. Your collaboration to execute an agreement quickly is needed in order for the funding to be transferred before the end of the calendar year.

An investment plan outlining the capital projects that will be built with your municipality's RHI allocation is needed before November 27 in order to confirm the take-up of funds. Unused funds will be reallocated within the Major Cities Stream. You are encouraged to take a community benefits approach and are asked to prioritize 30% of projects targeting women and 15% of projects for urban Indigenous peoples.

There will be an opportunity for your municipality to request additional funding for consideration under the Projects Stream, that you can identify in your investment plan without needing to submit a separate application.

Projects funded under the RHI are intended to serve populations and operate for a minimum of 20 years, which may require support beyond what is provided through RHI and what municipalities can cover. We would be pleased to support you in your discussions with your provincial government counterparts regarding supports that may be needed over this 20-year period.

Later today, CMHC will be hosting a multilateral call with all the municipalities receiving funding under the Major Cities Stream. We invite you to participate in this call, as we will present further details on RHI and the next steps to complete an agreement and advance funding (template attached).

Please designate a key contact who will be involved with the funding agreement to reach out to Glenn Furlong, CMHC lead for your discussions with your municipality (contact information below), following the multilateral call in order to facilitate the coordination of activities.

Congratulations on being selected for this important initiative. We look forward to working with you to help address urgent housing needs of people and populations who are vulnerable.

Yours Sincerely,

A handwritten signature in blue ink that reads "Pam Hine". The signature is fluid and cursive, with the first name "Pam" being larger and more prominent than the last name "Hine".

Pam Hine  
Vice-President, Partnership and Promotions  
Client Solutions

CC

Craig Cooper : [Ccooper@london.ca](mailto:Ccooper@london.ca)

Kevin Dickins: [Kdickins@london.ca](mailto:Kdickins@london.ca)

Faren Kalmar: [Fkalmar@london.ca](mailto:Fkalmar@london.ca)

Glenn Furlong: [gfurlong@cmhc-schl.gc.ca](mailto:gfurlong@cmhc-schl.gc.ca)

Janet Neves: [jneves@cmhc-schl.gc.ca](mailto:jneves@cmhc-schl.gc.ca)

[Governmentrelationsgouvernementales@cmhc-schl.gc.ca](mailto:Governmentrelationsgouvernementales@cmhc-schl.gc.ca)

**DEFERRED MATTERS**

**COMMUNITY AND PROTECTIVE SERVICES COMMITTEE**

as of October 26, 2020

| <b>File No.</b> | <b>Subject</b>   | <b>Request Date</b> | <b>Requested/Expected Reply Date</b> | <b>Person Responsible</b>  | <b>Status</b> |
|-----------------|--|---------------------|--------------------------------------|--|---------------|
| 1.              | <p><b><u>Salvation Army Commissioning</u></b><br/>                     That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.</p>   | March 20, 2018      | November 2020                        | S. Stafford  |               |
| 2.              | <p><b><u>Mayor's Meeting With the Accessibility Advisory Committee – Update</u></b><br/>                     That the following actions be taken with respect to the correspondence from Mayor M. Brown regarding his meeting on June 28, 2018 with members of the Accessibility Advisory Committee:<br/>                     b) the remainder of the above-noted correspondence BE REFERRED to the Civic Administration in order to report back to the Community and Protective Services Committee as soon as possible related to the request(s), including, but not limited to, potential timelines and resource implications.</p> | August 14, 2018     | TBD                                  | S. Datars Bere<br>C. Saunders<br>G. Kotsifas<br>J. Fleming<br>S. Stafford<br>M. Hayward<br>B. Card<br>M. Daley<br>K. Scherr<br>B. Coxhead<br>A.L. Barbon |               |
| 3.              | <p><b><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u></b><br/>                     That, on the recommendation of the Director of Community and Economic Innovation, with the concurrence of the City Manager, the following actions be taken with respect to the municipal implementation of legalized cannabis:</p>   | December 10, 2018   | Q1/Q2 2021                           | G. Kotsifas  |               |

| File No. | Subject  | Request Date       | Requested/Expected Reply Date | Person Responsible   | Status |
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|          | d) the Civic Administration BE DIRECTED to continue monitor impacts associated with recreational cannabis and report back to the Community and Protective Services Committee no later than April 2020  |                    |                               |  |        |
| 4.       | <p><b><u>3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee</u></b></p> <p>That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on March 21, 2019:</p> <p>a) the following actions be taken with respect to menstrual products distribution free of charge:</p> <p>i) the Civic Administration BE DIRECTED to provide free menstrual products (pads and tampons) in all public-facing City of London facilities and report back at a future meeting of the Community and Protective Services Committee (CPSC) with respect to the cost associated with this;</p> <p>ii) the Civic Administration BE REQUESTED to explore the option of providing free menstrual products in all remaining City of London facilities, as a pilot project, and report back at a future meeting of the CPSC with respect to the cost associated with this;</p> | April 1, 2019      | November 2020                 | C. Smith – part i)<br><br>A.L. Barbon – part ii)<br>T. Wellhauser – part ii) |        |
| 5.       | <p><b><u>Proposed Accessible Vehicle for Hire Incentive Program – Update</u></b></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:</p> <p>b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire.</p>   | September 10, 2019 | TBD                           | G. Kotsifas<br>O. Katolyk  |        |

| File No. | Subject  | Request Date       | Requested/Expected Reply Date | Person Responsible                      | Status  |
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| 6.       | <p><b><u>Special Events Policies and Procedure Manual</u></b><br/>That the following actions be taken with respect to the “Special Events Policies and Procedure Manual”:</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City’s “Special Events Policies and Procedures Manual” and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p> <p>ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and,</p> <p>iii) increased fines and penalties for special events that contravene the Manual.</p> | September 10, 2019 | February 2021                 | S. Stafford                             |   |
| 7.       | <p><b><u>Proposed Core Area Action Plan</u></b><br/>That, on the recommendation of the Managing Director, Planning and City Planner, and the City Manager, the following actions be taken with respect to the proposed Core Area Action Plan:</p> <p>e) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with respect to clarification as to proposed wording that would be included on any “Kindness Meters”;</p>   | November 12, 2019  | Q4, 2021                      | G. Barrett                              | <p>Implementation delayed due to COVID-19 impacts.<br/>New target date: Q4 2021</p> <p>PEC Report July 14, 2020<br/><a href="https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=73475">https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=73475</a></p> |
| 8.       | <p><b><u>Tow Truck Operator Licence – Business Licence By-Law L.131-16</u></b><br/>That the proposed by-law, as appended to the staff report dated December 3, 2019, with respect to the addition of a new category, definition, and fees to the Business Licence By-law BE REFERRED back to the Civic Administration for further consultation with stakeholders and the London Police Services Board</p>  | December 3, 2019   | Q4, 2020/Q1 2021              | G. Kotisfas<br>O. Katolyk<br>N. Musicco |   |

| File No. | Subject  | Request Date      | Requested/Expected Reply Date | Person Responsible        | Status |
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|          | and a report back to the Community and Protective Services Committee no later than Q2 of 2020; it being noted that the <u>attached</u> presentation from N. Musicco, Specialist I, Municipal Policy, was received with respect to this matter;   |                   |                               |                           |        |
| 9.       | <p><b><u>Swimming Pool Fence By-law - Proposed Amendments</u></b></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Swimming Pool Fence By-law:</p> <p>a) the Civic Administration BE DIRECTED to prepare amendments to the Swimming Pool Fence By-law to modernize the regulations and enhance public safety and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,</p> <p>b) the above-noted staff report BE RECEIVED.</p> | February 19, 2020 | Q1 2021                       | G. Kotsifas<br>O. Katolyk |        |
| 10.      | <p><b><u>Vacant Buildings By-law</u></b></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to the Vacant Buildings By-law:</p> <p>a) the Civic Administration BE DIRECTED to prepare amendments to the Vacant Buildings By-law to implement a registry of vacant buildings with associated fees and a proactive enforcement protocol and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,</p> <p>b) the above-noted staff report BE RECEIVED.</p>        | February 19, 2020 | Q1, Q2 2021                   | G. Kotsifas<br>O. Katolyk |        |



| File No. | Subject  | Request Date      | Requested/Expected Reply Date | Person Responsible        | Status |
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| 11.      | <p><b><u>Property Standards By-law - Proposed Amendments</u></b><br/>           That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Property Standards By-law:</p> <p>a) the Civic Administration BE DIRECTED to prepare amendments to the Property Standards By-law to modernize the regulations and enhance heritage related matters and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,</p> <p>b) the above-noted staff report BE RECEIVED.</p>   | February 19, 2020 | Q4 2020                       | G. Kotsifas<br>O. Katolyk |        |
| 12.      | <p><b><u>Suppressing Crime Through Business Licensing Regulations - Theft of Gasoline and Scrap Metal</u></b><br/>           That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to suppressing crime through business licensing regulations for the theft of gasoline and scrap metal:</p> <p>a) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of gasoline theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>b) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of scrap metal theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>c) the above-noted staff report BE RECEIVED;</p> <p>d) the Mayor BE REQUESTED to encourage the provincial government to review the request from the</p> | February 19, 2020 | Q1 2021                       | G. Kotsifas<br>O. Katolyk |        |

| File No. | Subject  | Request Date      | Requested/Expected Reply Date | Person Responsible        | Status |
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|          | <p>Ontario Association of Chiefs of Police, within the above-noted staff report, to implement a province-wide regulation related to pre-payment technology to counter gas theft in Ontario; and,</p> <p>e) the request for delegation, as appended to the agenda, from C. Gelinas, Specialized Recycling Inc., BE REFERRED to the future public participation meeting with respect to this matter;</p> <p>it being noted that communications from J. Stewart, Canadian Independent Petroleum Marketers Association and C. Gelinas, Specialized Recycling Inc., as appended to the Added Agenda, with respect to this matter, were received.</p>  |                   |                               |                           |        |
| 13.      | <p><b><u>Short-Term Accommodations - Proposed Regulations</u></b></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to short-term accommodations:</p> <p>a) the Civic Administration BE DIRECTED to amend all necessary by-laws to address short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>b) the Civic Administration BE DIRECTED to continue consulting with short-term accommodation platforms on the further collection of Municipal Accommodation Tax; and,</p> <p>c) the above-noted staff report BE RECEIVED;</p> <p>it being noted that a communication from G. Webster, as appended to the Added Agenda, as well as the attached presentation from N. Musicco, Specialist I, Municipal Policy, with respect to this matter, were received.</p> | February 19, 2020 | Q1 2021                       | G. Kotsifas<br>O. Katolyk |        |

| File No. | Subject  | Request Date   | Requested/Expected Reply Date | Person Responsible        | Status |
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| 14.      | <p><b><u>New Licensing and Licensing Renewal Requirements</u></b><br/> That the following actions be taken with respect to the payment of new licensing and licensing renewal requirements:</p> <p>a) the Civic Administration BE DIRECTED to defer payment of the required licence fee for new applications for Food Premises business licences under the Business Licensing By-law L.-131-15, as amended, for three months from the date of the issuance of the licence;</p> <p>b) the Civic Administration BE DIRECTED to defer payment of the required licensing renewal fee for Cab Drivers, Cab Owners, Accessible Cab Owners, Accessible Cab Drivers and Limousine Owners under the Vehicle for Hire By-law L.-130-71, as amended, for three months from the date of the expiry of the current licence;</p> <p>c) the Civic Administration BE DIRECTED to report back on other actions that could be taken to reduce the burden on other businesses that have been impacted by COVID-19;<br/> it being noted that these actions are being taken to ease the financial impacts on those businesses and services that have been deemed to be essential and non-essential services by the Federal and Provincial Governments; and,</p> <p>d) subject to the approval of a) and b) above, the City Clerk BE DIRECTED to bring forward the required amendments to the Business Licensing By-law L.-131-15, as amended and the Vehicle for Hire By-law L.-130-71, as amended, to implement the above-noted changes.</p> | March 31, 2020 | Q4 2020/Q1 2021               | G. Kotsifas<br>O. Katolyk |        |
| 15.      | <p><b><u>Holy Roller Tank Memorial - Councillor S. Lewis</u></b><br/> That the following actions be taken with respect to the communication dated May 8, 2020 from Lt. Col. A. Finney, 1st Hussars and the communication from Councillor S. Lewis, appended to the agenda, with</p>  | May 26, 2020   | TBD                           | S. Stafford               |        |

| File No. | Subject  | Request Date  | Requested/Expected Reply Date | Person Responsible        | Status |
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|          | <p>respect to the restoration of the Holy Roller tank memorial in Victoria Park:</p> <p>a) the concurrence of Municipal Council BE COMMUNICATED to the Commanding Officer of the 1st Hussars to permit a major preservation of the Holy Roller memorial;</p> <p>b) the Civic Administration BE AUTHORIZED to investigate all necessary steps to work with the 1st Hussars Calvary Fund to allow private donations to be received for the cost of this project;</p> <p>c) the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with a recommendation for other partnership measures that could be undertaken by the City of London, itself, toward this restoration effort in recognition of the historical significance of this municipally owned asset; and,</p> <p>d) the above-noted communications, with respect to this matter, BE RECEIVED (2020-R01)</p> |               |                               |                           |        |
| 16.      | <p><b><u>Joan's Place New Addition Campaign - Request for Council Endorsement</u></b></p> <p>That the Mayor BE REQUESTED to advocate the capital campaign of the Youth Opportunities Unlimited Joan's Place New Addition to the Provincial and Federal governments; it being noted that the communication from S. Cordes, Youth Opportunities Unlimited, dated June 23, 2020, with respect to this matter, was received.</p>   | July 15, 2020 | TBD                           | Mayor<br>A. Thompson      |        |
| 17.      | <p><b><u>Residential Video Surveillance By-law</u></b></p> <p>That the communication, dated July 2020, from D. Johnstone, with respect to a by-law to protect individuals being video recorded in their own private residential backyards BE REFERRED to the Civic Administration for review and a report back at a future meeting of the Community and Protective Services Committee with a delegation from D. Johnstone at that time.</p>  | July 15, 2020 | Q1 2021                       | G. Kotsifas<br>O. Katolyk |        |