



# Council Agenda Including Addeds

15th Meeting of City Council

November 16, 2021, 4:00 PM

2021 Meeting - Virtual Meeting during the COVID-19 Emergency

Please check the City website for current details of COVID-19 service impacts.

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Pages

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

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.1/15/CPSC)
  - 4.2. **Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/18/CSC)
  - 4.3. **Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/18/CSC)
  - 4.4. **Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed or pending acquisition of land by the

municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/18/CSC)

4.6. Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations. (6.5/18/CSC)

4.7. Solicitor-Client Privileged Advice

A matter pertaining to advice which is subject to solicitor-client privilege and communications necessary for that purpose. (6.1/15/SPPC)

4.8. Security of Property

A matter pertaining to the security of the property of the municipality or local board. (6.1/5/AC)

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

5.1. 14th Meeting held on October 26, 2021

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**6. Communications and Petitions**

6.1. The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43)

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 8 (2.5) of the 15th Report of the Community and Protective Services Committee)

1. S. Dietrich

65

2. R. Young

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6.2. Flyer Deliveries to Residential Properties

(Refer to the Community and Protective Services Committee Stage for Consideration with Item 9 (3.1) of the 15th Report of the Community and Protective Services Committee)

1. B. Alleyne

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6.3. Blackfriars Bridge

(Refer to the Civic Works Committee Stage for Consideration with Item

14 (5.4) of the 14th Report of the Civic Works Committee)

1. T. Cleland 68
2. L. McCardle 70
3. T. W. Munro 71
4. A. Yeung 72
5. H. Payne 73
6. *(ADDED) M. Miksa* 74

6.4. Initiation of the Mobility Master Plan Development

(Refer to the Civic Works Committee Stage for consideration with Item 9 (4.1) of the 14th Report of the Civic Works Committee)

1. Councilor M. van Holst 76

6.5. 560 & 562 Wellington Street (OZ-8462)

(Refer to the Planning and Environment Committee Stage for Consideration with Item 17 (3.7) of the 16th Report of the Planning and Protective Services Committee)

1. A. Valastro 77
2. Councillor S. Lewis 78

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

**8. Reports**

8.1. 15th Report of the Community and Protective Services Committee 92

1. Disclosures of Pecuniary Interest
2. (2.1) Facility Accessibility Design Standards
3. (2.2) Emergency Public Mass Emergency Notification System - Single Source Procurement (SS21-38)
4. (2.3) 2021 Annual Emergency Management Program Update (Relates to Bill No. 521)
5. (2.4) London Symphonia Stewardship of the Former Orchestra London Music Library (Relates to Bill No. 517)
6. (2.6) Authorization and Delegations to Advance Urgent Housing Projects (Relates to Bill No. 518)
7. (2.7) Back to Business By-law Extension
8. (2.5) The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43)
9. (3.1) Flyer Deliveries to Residential Properties

10.	(4.1) 9th Report of the Animal Welfare Advisory Committee	
11.	(5.1) Deferred Matters List	
8.2.	18th Report of the Corporate Services Committee	99
1.	Disclosures of Pecuniary Interest	
2.	(2.1) City of London Days at the Budweiser Gardens – Showdown in the Downtown October 22, 2022	
3.	(2.2) Various By-law Amendments to Implement Organizational Structure Change (Relates to Bill No.'s 522, 523, 524, 525, 526, 527 and 528)	
4.	(2.3) Pre-Authorization Tax Payment Plan By-law and Collection of Interim Property Taxes By-law (Relates to Bill No.'s 529 and 530)	
5.	(4.1) Application - Issuance of Proclamation - International Day for the Elimination of Violence Against Women	
6.	(4.2) Application - Issuance of Proclamation - Salvation Army Week	
7.	(4.3) Deferred Council Directions Concerning Indigenous Relations	
8.	(4.4) Standing and Council Meeting Procedures	
9.	(4.5) Removal of a City Councillor	
8.3.	14th Report of the Civic Works Committee	105
1.	Disclosures of Pecuniary Interest	
2.	(2.1) RFP21-07 - Innovation Park Phase 5 Design and Tendering - Appointment of Consulting Engineers	
3.	(2.2) Appointment of Consulting Engineer for Trunk Watermain and Pumping Station Growth Study	
4.	(2.4) Amendments to the Traffic and Parking Bylaw (Relates to Bill No. 537)	
5.	(2.5) RFP 21-38 Supply and Delivery of CNG Split and Single Stream Side Loading Waste Collection Trucks	
6.	(2.6) Contract Award: Request for Proposal RFP21-56 Supply and Installation of Cured-in-place-pipe Sewer Liners	
7.	(2.3) Dundas Place Temporary Traffic Diversion Monitoring and Consultation	
8.	(2.7) Meadowlily Road Area Environmental Assessment and Servicing Study	
9.	(4.1) Initiation of the Mobility Master Plan Development	
10.	(4.2) Wharncliffe Road South Improvements - 100 Stanley Street Process	

11. (5.1) Deferred Matters List
  12. (5.2) 9th Report of the Cycling Advisory Committee
  13. (5.3) 9th Report of the Transportation Advisory Committee
  14. (5.4) Blackfriars Bridge
- 8.4. 16th Report of the Planning and Environment Committee 113
1. Disclosures of Pecuniary Interest
  2. (2.1) 7th Report of the Environmental and Ecological Planning Advisory Committee
  3. (2.2) 1224 Blackwell Boulevard - Removal of Holding Provision (H-9391) (Relates to Bill No. 546)
  4. (2.3) 1820 Finley Crescent (P-9370) (Relates to Bill No. 535)
  5. (2.4) Labatt Memorial Park - Heritage Designation Application
  6. (2.5) 64 Duchess Avenue - Heritage Alteration Permit Application
  7. (2.6) 1903 Avalon Street - Request for Heritage Designation
  8. (2.7) Contract Award - ReThink Zoning Consulting Services - RFP21-57
  9. (2.8) August, 2021 Building Division Monthly Report
  10. (2.9) September, 2021 Building Division Monthly Report
  11. (3.1) SoHo Community Improvement Plan - Performance Measures and Indicators (O-9328) (Relates to Bill No. 532)
  12. (3.2) Hamilton Road Community Improvement Plan - Performance Measures and Indicators of Success (O-9330) (Relates to Bill No. 533)
  13. (3.3) Lambeth Community Improvement Plan - Performance Measures and Indicators of Success (O-9329) (Relates to Bill No. 534)
  14. (3.4) 235 Kennington Way (39CD-21514)
  15. (3.5) 704-706 Boler Road (39CD-21511)
  16. (3.6) 512 McCormick Boulevard (Z-9374) (Relates to Bill No. 547)
  17. (3.7) 560 and 562 Wellington Street (OZ-8462) (Relates to Bill No.'s 531 and 548)
  18. (4.1) 10th Report of the London Advisory Committee on Heritage
  19. (4.2) Food Security and Home-Based Food Business
  20. (4.3) Global Bird Rescue

8.5. 15th Report of the Strategic Priorities and Policy Committee 153

1. Disclosures of Pecuniary Interest
2. (2.1) 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee
3. (2.3) Confirmation of Appointment to the Hyde Park Business Improvement Association
4. (2.2) LMCH - CMHC Co-Investment - Loan Agreement (Relates to Bill No.'s 519 and 520)
5. (3.1) Tabling of the 2022 Budget Update
6. (3.2) London Economic Development - Annual Update
7. (3.3) TechAlliance - Annual Update
8. (3.4) London Small Business Centre - Annual Update
9. (4.1) London Small Business Centre - Business Case Submission
10. (4.2) Hamilton Road BIA 2022 Budget Request
11. (4.3) Consideration of Appointment to the Covent Garden Market Board
12. (5.1) RBC Place London Board Appointment Recommendations for 2022
13. (5.2) Committee of Adjustment - Member Vacancy

8.6. 5th Report of the Audit Committee 160

1. Disclosures of Pecuniary Interest
2. (4.1) Internal Audit Summary Update
3. (4.2) Internal Audit Dashboard as at October 22, 2021
4. (4.3) Observation Summary as at October 22, 2021
5. (4.4) SaaS Application Review

**9. Added Reports**

9.1. 15th Report of Council in Closed Session

9.2. 16th Report of the Strategic Priorities and Policy Committee 162

(The report will be provided at the Council meeting.)

1. *Disclosures of Pecuniary Interest*
2. *(4.1) Consideration of Filling of Ward 6 Vacancy*
3. *(5.1) Submissions of Support*

10. **Deferred Matters**

11. **Enquiries**

12. **Emergent Motions**

13. **By-laws**

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

- 13.1. Bill No. 516 By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_ 165  
A by-law to confirm the proceedings of the Council Meeting held on the 16th day of November, 2021. (City Clerk)
- 13.2. Bill No. 517 By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_ 166  
A by-law to authorize and approve a Stewardship Agreement between The Corporation of the City of London and London Symphonia for its exclusive use and custody of the City’s Music Library; and to authorize the Mayor and the City Clerk to execute the Stewardship Agreement. (2.4/15/CPSC)
- 13.3. Bill No. 518 By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_ 179  
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). (2.6/15/CPSC)
- 13.4. Bill No. 519 By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_ 192  
A by-law to approve and authorize the execution of the Credit Agreement, the Operating Agreement between The Corporation of the City of London, the London Middlesex Community Housing Inc. and the Canada Mortgage and Housing Corporation and to approve the Guarantee between The Corporation of the City of London and the Canada Mortgage and Housing Corporation. (2.2/15/SPPC)
- 13.5. Bill No. 520 By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_ 287  
A by-law to ratify and confirm the Resolution of the Shareholder of London & Middlesex Community Housing Inc. (2.2/15/SPPC)
- 13.6. Bill No. 521 By-law No. A.-7657( )- \_\_\_\_\_ 289  
A by-law to amend By-law No. A.-7657-4, as amended, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan” in order to repeal and replace Schedule “A” to the by-law. (2.3/15/CPSC)
- 13.7. Bill No. 522 By-law No. A.-7766( )- \_\_\_\_\_ 335  
A by-law to amend By-law No. A.-7766-366, being “A by-law to approve and adopt a standard form Licence Agreement for the use of recreation spaces and assets; and to authorize the Managing Director, Parks and Recreation or the Managing Director Neighbourhood, Children and Fire Services, or their written designate, to insert information and execute Licence Agreements not exceeding \$10,000, for the use of recreation spaces and assets, which employ this form and to repeal By-law No A.-

	6690-195 and any amendments thereto” to reflect the current organizational structure. (2.2a/18/CSC)	
13.8.	Bill No. 523 By-law No. A.-7821(_)-____  A by-law to amend By-law No. A.-7821-84, being “A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure. (2.2b/18/CSC)	337
13.9.	Bill No. 524 By-law No. A.-7820(_)-____  A by-law to amend By-law No. A.-7820-83, being “A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure. (2.2c/18/CSC)	338
13.10.	Bill No. 525 By-law No. A.-7834(_)-____  A by-law to amend By-law No. A.-7834-109, being “A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure. (2.2d/18/CSC)	339
13.11.	Bill No. 526 By-law No. A.-7332(_)-____  A by-law to amend By-law No. A.-7332-16 being “A By-law to approve and adopt the standard form Grant Agreement (London Community Grants Program); and to authorize a City Representative to insert information and execute agreements which employ this form; and to authorize a City Representative to insert information and execute agreements which employ this form” to reflect the current organizational structure. (2.2e/18/CSC)	340
13.12.	Bill No. 527 By-law No. A.-6790(_)-____  A by-law to amend By-law No. A.-6790-81, being “A By-law to approve and adopt the standard form for Purchase of Services Agreements for Community Services” to reflect the current organizational structure. (2.2f/18/CSC)	341
13.13.	Bill No. 528 By-law No. A.-6690(_)-____  A by-law to amend By-law No. A.-6690-195 being “A By-law to approve the standard form for Office/Storage Space Licence Agreements” to reflect the current organizational structure and to repeal By-law No. A.-5962-42 and By-law No. A.-5962(a)-126. (2.2g/18/CSC)	342
13.14.	Bill No. 529 By-law No. A.-5505(_)-____  A by-law to amend By-law No. A.-5505-497 entitled, “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” by changing the multiplier to determine the pre-authorized property tax payment from 1.025 to 1.030 effective January 1, 2022. (2.3a/18/CSC)	343
13.15.	Bill No. 530 By-law No. A-8-21_____	344

	A by-law to amend By-law No. A-8, as amended entitled “Property Tax Collection By-law” by changing the calculation percent for the Interim Levy from 41.0% to 41.2% effective January 1, 2022. (2.3b/18/CSC)	
13.16.	Bill No. 531 By-law No. C.P.-1284( )-____  A by-law to amend the Official Plan for the City of London, 1989 relating to 560 and 562 Wellington Street. (3.7a/16/PEC)	345
13.17.	Bill No. 532 By-law No. C.P.-1480( )-____  A by-law to amend the SoHo Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.1/16/PEC)	349
13.18.	Bill No. 533 By-law No. C.P.-1523( )-____  A by-law to amend the Hamilton Road Area Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.2/16/PEC)	355
13.19.	Bill No. 534 By-law No. C.P.-1538( )-____  A by-law to amend the Lambeth Area Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.3/16/PEC)	361
13.20.	Bill No. 535 By-law No. C.P.-1572-____  A by-law to exempt from Part-Lot Control, lands located at 1820 Finley Crescent, legally described as Block 99 in Registered Plan 33M-733. (2.3/16/PEC)	366
13.21.	Bill No. 536 By-law No. L.S.P.-_____-____  A by-law to designate 46 Bruce Street to be of cultural heritage value or interest. (4.2/12/PEC)	367
13.22.	Bill No. 537 By-law No. PS-113-21_____  A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.4/14/CWC)	371
13.23.	Bill No. 538 By-law No. S.-_____-____  A by-law to assume certain works and services in the City of London. (White Oaks (Legendary) Phase 1, 33M-518) (Deputy City Manager, Environment and Infrastructure)	374
13.24.	Bill No. 539 By-law No. S.-_____-____  A by-law to assume certain works and services in the City of London. (North Longwoods Subdivision, Phase 2 – 33M-581) (Deputy City Manager, Environment and Infrastructure)	376
13.25.	Bill No. 540 By-law No. S.-_____-____  A by-law to assume certain works and services in the City of London. (Woodhull Subdivision – 33M-682) (Deputy City Manager, Environment and Infrastructure)	378
13.26.	Bill No. 541 By-law No. S.-_____-____	380

	A by-law to assume certain works and services in the City of London. (Summerside Subdivision Phase 12A – Stage 2, 33M-533) (Deputy City Manager, Environment and Infrastructure)	
13.27.	Bill No. 542 By-law No. S.- _____ - ____	382
	A by-law to assume certain works and services in the City of London. (Creek View Subdivision Phase 1, 33M-652) (Deputy City Manager, Environment and Infrastructure)	
13.28.	Bill No. 543 By-law No. S.- _____ - ____	384
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Buroak Drive; and as part of Twilite Boulevard) (Chief Surveyor – registration of 33M-799 requires 0.3m reserves on abutting plans 33M-750 and 33M-752 for unobstructed legal access through subdivision)	
13.29.	Bill No. 544 By-law No. S.- _____ - ____	386
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Evans Boulevard) (Chief Surveyor – registration of 33M-789 requires 0.3m reserve on abutting plan 33M-756 for unobstructed legal access through subdivision)	
13.30.	Bill No. 545 By-law No. S.- _____ - ____	388
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Petty Road, Bateman Trail, Lemieux Walk; and Biddulph Street) (Chief Surveyor – registration of 33M-795 requires 0.3m reserve on abutting plans 33M-542 and 33M-576 for unobstructed legal access through subdivision)	
13.31.	Bill No. 546 By-law No. Z.-1-212____	390
	A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning for lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798. (2.2/16/PEC)	
13.32.	Bill No. 547 By-law No. Z.-1-212____	392
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 512 McCormick Boulevard (3.6/16/PEC)	
13.33.	Bill No. 548 By-law No. Z.-1-212____	395
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 560 and 562 Wellington Street. (3.7b/16/PEC)	

#### 14. Adjournment



## Council Minutes

14th Meeting of City Council  
October 26, 2021, 4:00 PM

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

Also Present: M. Ribera, M. Schulthess, B. Westlake-Power  
Remote Attendance: L. Livingstone, A. Barbon, M. Butlin, B. Card, S. Corman, J. Davison, K. Dickins, G. Kotsifas, B. O'Hagan, J. Raycroft, C. Saunders, K. Scherr, M. Schulthess, C. Smith, B. Somers, A. Thompson, B. Warner  
The meeting is called to order at 4:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, E. Pelozza and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in Item 8 of the 14<sup>th</sup> Report of the Strategic Priorities and Policy Committee, having to do with appointments to Western University's Board of Governors, by indicating that he is employed by Western University. Councillor J. Morgan further discloses a pecuniary interest in Item 4 of the 17th Report of the Corporate Services Committee, having to do with appointments to the Council Compensation Review Task Force, by indicating that one of the appointees is his supervisor at his employment.

Councillor J. Helmer discloses a pecuniary interest in Item 8 of the 14<sup>th</sup> Report of the Strategic Priorities and Policy Committee, having to do with appointments to Western University's Board of Governors, by indicating that he is employed by Western University. Councillor J. Helmer further discloses a pecuniary interest in Item 4 of the 17th Report of the Corporate Services Committee, having to do with appointments to the Council Compensation Review Task Force, by indicating that one of the appointees is his supervisor at his employment.

### 2. Recognitions

None.

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

None.

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

That pursuant to section 6.4 of the Council Procedure By-law, a change in the order of the Council Agenda BE APPROVED to provide for Stage 4, Council, In Closed Session, and Stage 9, Added Reports, to be considered after Stage 13, By-laws.

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

**Motion Passed (13 to 0)**

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

Motion made by: S. Lewis

Seconded by: S. Hillier

That the Minutes of the 13th Meeting held on October 5, 2021, BE APPROVED.

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

**Motion Passed (13 to 0)**

**6. Communications and Petitions**

Motion made by: E. Pelozza

Seconded by: A. Hopkins

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

6.1 Filling of Vacancies on Municipal Council - refer to Item 5 (4.1) of the 17th Report of the Corporate Services Committee;

6.2 Council Vacancy - Ward 6 - refer to Item 6 (5.1) of the 17th Report of the Corporate Services Committee;

6.3 Masonville (Final) Secondary Plan (O-8991) - refer to Item 13(3.5) of the 15th Report of the Planning and Environment Committee

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

**Motion Passed (13 to 0)**

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

None.

**8. Reports**

8.1 17th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That Items 1 to 3 of the 17th Report of the Corporate Services Committee BE APPROVED.

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

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that Councillor J. Morgan disclosed a pecuniary interest in item 2.1, having to do with the Council Compensation Review Task Force, by indicated that one of candidates is his direct supervisor at his place of employment, Western University.

**Motion Passed**

2. (2.2) Various By-law Amendments to Implement Organizational Structure Change (Relates to Bill No.'s 488 to 492)

Motion made by: M. Cassidy

That on the recommendation of the City Clerk, the following action be taken with respect to various By-law amendments to implement organizational structure changes:

a) the proposed by-law as appended to the staff report dated October 12, 2021 as Appendix "A", being "A by-law to amend By-law No. A.-7922-3, entitled "A by-law to approve a Neighbourhood, Children and Fire Services Funding Agreement Template; and to authorize the Managing Director, Neighbourhood, Children and Fire Services, or in their absence the Manager IV Neighbourhood, Children and Fire Services, to approve and execute agreements using the Neighbourhood, Children and Fire Services Agreement Template" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021;

b) the proposed by-law as appended to the staff report dated October 12, 2021 as Appendix "B", being "A by-law to amend By-law No. A.-6945-139, being "A by-law to establish the Child Care and Early Childhood Development Reserve Fund" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021;

c) the proposed by-law as appended to the staff report dated October 12, 2021 as Appendix "C", being "A by-law to amend By-law No. A.-7100-150, as amended, being "A by-law to approve Service Contracts/Agreements, Schedules, and Amendments with Her Majesty the Queen in Right of Ontario with respect to Social Services; and to authorize the Mayor and the City Clerk to execute these Contracts/Agreements" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021;

d) the proposed by-law as appended to the staff report dated October 12, 2021 as Appendix "D", being "A by-law to amend By-law No. A.-7551-146, being "A By-law to approve the Contribution Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada, as represented by the Federal Minister of Health through the Public Health Agency of Canada; and to authorize the Mayor and the City Clerk to execute the Agreement" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021; and,

e) the proposed by-law as appended to the staff report dated October 12, 2021 as Appendix "E", being "A by-law to amend By-law No. A.-7253-138, being "A by-law to approve and adopt the standard form Children's Services Wage Enhancement Grant Agreement and to delegate authority to the Managing Director, Neighbourhood Children and Fire Services as Administrator, Day Nurseries Act to insert information, amend the Schedules and execute agreements which employ this form" to reflect the current organizational structure, BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021.

**Motion Passed**

3. (2.3) Report on 2021 Association of Municipalities of Ontario Annual Conference

Motion made by: M. Cassidy

That the communication dated September 20, 2021 from Councillor A. Hopkins regarding the Report on 2021 Association of Municipalities of Ontario Annual Conference virtual meeting held on August 15 - 18, 2021 BE RECEIVED for information.

**Motion Passed**

4. (2.1) 2021 Council Compensation Review Task Force

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the appointment of following individuals to the 2021 Council Compensation Review Task Force BE RATIFIED:

- a) Dan Ross
- b) Joe Lyons
- c) Christene Scrimgeour
- d) Jeff Tudhope
- e) Don Bryant

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, and S. Hillier

Recuse: (2): J. Helmer, and J. Morgan

**Motion Passed (11 to 0)**

5. (4.1) Filling of Vacancies on Municipal Council (Relates to Bill No. 485)

At 4:28 PM, His Worship the Mayor places Councillor J. Morgan in the Chair.

At 4:30 PM, His Worship the Mayor resumes the Chair.

Motion made by: M. van Holst

That the following actions be taken with respect to filling the vacancy of the Office of Ward 13:

- a) John Fyfe-Millar BE APPOINTED to the Office of Ward 13 for the term commencing October 26, 2021 and ending November 15, 2022 , pursuant to section 263(1)(a) of the Municipal Act, 2001;
- b) the City Clerk BE DIRECTED to confirm the consent of John Fyfe-Millar to be appointed to the Office of Ward 13 and to confirm the individual's eligibility to hold the Office of Ward 13, as set out in the Municipal Act, 2001;
- c) subject to the confirmation of the matters set out in b) above, the City Clerk BE DIRECTED to prepare the necessary by-law to appoint John-Fyfe Millar to the Office of Ward 13, in accordance with term set out in a) above, to be introduced at the Council meeting to be held on October 26, 2021; and,

d) the report dated October 12, 2021, entitled "Filling Vacancies on Municipal Council", BE RECEIVED;  
it being noted that the Corporate Services Committee received communications from the following individuals with respect to this matter:

a communication dated September 22, 2021 from P. Cullimore  
a communication dated September 23, 2021 from H. D. Chapman  
a communication from A. Parekh, Co-Founder and CEO and A. Power, Co-Founder and CMO, Frontline Medical Technologies Inc.  
a communication dated October 4, 2021 from B. Lowe  
a communication dated October 4, 2021 from S. Holland  
a communication dated October 5, 2021 from J. Hall  
a communication dated October 4, 2021 from G. Edwards  
a communication dated October 5, 2021 from J. Fontana  
a communication from G. Avola, President, Signature Graphics (London) Inc.  
a communication dated October 5, 2021 from C. Miller  
a communication dated October 5, 2021 from J. Pease  
a communication dated October 5, 2021 from J. Winston  
a communication dated October 5, 2021 from D. Brown  
a communication dated October 6, 2021 from C. Dejaegher and J. Smeltzer, Owner/Operator, Kosmos Eatery and Catering  
a communication dated October 6, 2021 from C. Lyons, Owner, Chris' Country Cuts, Covent Garden Market  
a communication dated October 6, 2021 from P. Van Geffen  
a communication dated October 6, 2021 from F. Haller  
a communication dated October 7, 2021 from J. Duby, Owner, gNosh Restaurant  
a communication dated October 6, 2021 from N. Niro  
a communication dated October 6, 2021 from C. Hopper, President, London's Source for Sports  
a communication dated October 6, 2021 from S. Thomas, Pastor, Founder and CEO, W.E.A.N Community Centre  
a communication dated October 6, 2021 from B. McArthur  
a communication dated October 6, 2021 from T. de Langley  
a communication dated October 6, 2021 from M. Smith, Toboggan Brewing, Fellini Koolini's, The Runt Club, Joe Kool's  
a communication dated October 8, 2021 from M. Walker  
a communication dated October 6, 2021 from K and D. Bice  
a communication dated October 6, 2021 from D. Lewis and A. Dodge  
a communication dated October 7, 2021 from D. Gilmore  
a communication dated October 7, 2021 from P. Sandor, President, London Downtown Community Association  
a communication dated October 7, 2021 from C. Wilton  
a communication dated October 7, 2021 from N. N. Sproule  
a communication dated October 7, 2021 from L. Lowe  
a communication dated October 7, 2021 from W. Flintoff  
a communication dated October 7, 2021 from B. Whitlock  
a communication dated October 7, 2021 from S. Laidlaw, To Wheels Bicycles  
a communication dated October 7, 2021 from M. Fitzgerald  
a communication dated October 7, 2021 from S. Sproule  
a communication dated October 7, 2021 from M. Schmidt  
a communication dated October 5, 2021 from M. M. Lerner, Lerner Lawyers  
a communication dated October 7, 2021 from S. D. rooks and W. J. Smith  
a communication dated October 7, 2021 from P. Fedkowicz  
a communication dated October 7, 2021 from T. Butt  
a communication dated October 7, 2021 from C. Rice

a communication dated October 7, 2021 from C. Hunter  
a communication dated October 7, 2021 from J. F. Macoun,  
President and Chief Operating Officer, Canada Life  
a communication dated October 7, 2021 from D. Schmidt  
a communication dated October 7, 2021 from P. Cuddy, TVDSB  
Trustee  
a communication dated October 7, 2021 from P. Crawford  
a communication dated October 7, 2021 from W. Dunn  
a communication dated October 7, 2021 from C. Kelsey and J.  
Broeze  
a communication dated October 7, 2021 from J. Rother  
a communication dated October 7, 2021 from B. Lansink, Lansink  
Appraisals and Consulting  
a communication dated October 7, 2021 from C. Seguin  
a communication dated October 7, 2021 from D. Imeson and T. Bitz  
a communication dated October 7, 2021 from A. Richardson  
a communication dated October 7, 2021 from B. Lucier, President,  
Provincial Glass and Mirror Ltd  
a communication dated October 7, 2021 from L. Taylor  
a communication dated October 7, 2021 from G. Danner  
a communication dated October 7, 2021 from N. and F. Stevens  
a communication dated October 7, 2021 from J. Pribil, Marienbad  
Restaurant and Chaucer's Pub  
a communication dated October 7, 2021 from J. Wilcox, Owner,  
Jill's Table  
a communication dated October 7, 2021 from J. McCall  
a communication dated October 7, 2021 from B. C. Gibson  
a communication dated October 7, 2021 from C. Talbot  
a communication dated October 7, 2021 from K. Smith  
a communication dated October 7, 2021 from M. Perzia.

Motion made by: J. Helmer  
Seconded by: M. Cassidy

That Item 4.1 of the 17th Report of the Corporate Services  
Committee related to the filling of the vacancy of the Office of Ward  
13 BE REFERRED to a special Strategic Priorities and Policy  
Committee meeting for further discussion.

Yeas: (6): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner,  
and E. Pelosa

Nays: (7): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S.  
Lehman, P. Van Meerbergen, and S. Hillier

**Motion Failed (6 to 7)**

Motion made by: M. van Holst

The motion to approve parts a), b) and c) IS PUT.

That the following actions be taken with respect to filling the  
vacancy of the Office of Ward 13:

a) John Fyfe-Millar BE APPOINTED to the Office of Ward 13 for  
the term commencing October 26, 2021 and ending November 15,  
2022 , pursuant to section 263(1)(a) of the Municipal Act, 2001;

b) the City Clerk BE DIRECTED to confirm the consent of John  
Fyfe-Millar to be appointed to the Office of Ward 13 and to confirm  
the individual's eligibility to hold the Office of Ward 13, as set out in  
the Municipal Act, 2001;

c) subject to the confirmation of the matters set out in b) above, the City Clerk BE DIRECTED to prepare the necessary by-law to appoint John-Fyfe Millar to the Office of Ward 13, in accordance with term set out in a) above, to be introduced at the Council meeting to be held on October 26, 2021; and,

Yeas: (7): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (6): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, and E. Pelosa

**Motion Passed (7 to 6)**

Motion made by: M. van Holst

The motion to approve part d) IS PUT.

d) the report dated October 12, 2021, entitled "Filling Vacancies on Municipal Council", BE RECEIVED;

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

**Motion Passed (13 to 0)**

6. (5.1) Council Vacancy - Ward 6

At 5:29 PM, His Worship the Mayor places Councillor J. Morgan in the Chair.

At 5:31 PM, His Worship the Mayor resumes the Chair.

Motion made by: M. Cassidy

That the following actions be taken with respect to the office of the Ward 6 Councillor:

a) the Office of Councillor Ward 6 BE DECLARED vacant; based on the information provided from P. Squire, with respect to his ineligibility to hold municipal office; and

b) the matter of determining the means to fill the vacancy of the Ward 6 Council seat, BE REFERRED to Council for consideration at the meeting to be held on October 26, 2021;

it being noted that the ~~attached~~ report from the City Clerk, was received by the Corporate Services Committee.

Motion made by: J. Helmer

Seconded by: M. Cassidy

That part b) BE AMENDED to read as follows:

b) the vacancy of the Office of Ward 6 BE FILLED through an application process in keeping with the proposed application process as outlined in Appendix "A", as appended to the staff report dated October 12, 2021, subject to the following additional requirements being set out in the process:

i) a brief written statement (no more than 250 words) on why they would like to serve for the remainder of the term as the Ward 6

Councillor;

ii) a brief written statement (no more than 250 words) on their experience and qualifications;

iii) a brief answer to the question: "Do you intend to seek election to the same council seat in the 2022 election?"; it being noted that Municipal Council cannot prevent a person who is eligible from seeking election to Municipal Council, regardless of the statement provided; and,

iv) other such information the City Clerk or designate considers necessary;

c) filling the Ward 6 vacancy BE CONSIDERED at Strategic Priorities and Policy Committee;

it being noted that it will be necessary to expedite the process due to the associated requirements of the Municipal Act.

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

Nays: (1): Mayor E. Holder

**Motion Passed (12 to 1)**

Motion made by: M. Cassidy

Seconded by: S. Lewis

That the main motion, as amended, BE APPROVED.

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

**Motion Passed (13 to 0)**

Clause 5.1, as amended, reads as follows:

That the following actions be taken with respect to the office of the Ward 6 Councillor:

a) the Office of Councillor Ward 6 BE DECLARED vacant; based on the information provided from P. Squire, with respect to his ineligibility to hold municipal office; and

b) the vacancy of the Office of Ward 6 BE FILLED through an application process in keeping with the proposed application process as outlined in Appendix "A", as appended to the staff report dated October 12, 2021, subject to the following additional requirements being set out in the process:

i) a brief written statement (no more than 250 words) on why they would like to serve for the remainder of the term as the Ward 6 Councillor;

ii) a brief written statement (no more than 250 words) on their experience and qualifications;

iii) a brief answer to the question: "Do you intend to seek election to the same council seat in the 2022 election?"; it being noted that Municipal Council cannot prevent a person who is eligible from seeking election to Municipal Council, regardless of the statement provided; and,

iv) other such information the City Clerk or designate considers necessary;

c) filling the Ward 6 vacancy BE CONSIDERED at Strategic Priorities and Policy Committee; it being noted that it will be necessary to expedite the process due to the associated requirements of the Municipal Act;

it being noted that the ~~attached~~ report from the City Clerk, was received by the Corporate Services Committee.

## 8.2 13th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 13th Report of the Civic Works Committee BE APPROVED, excluding Item 6(4.1).

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

**Motion Passed (13 to 0)**

### 1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

### 2. (2.1) 8th Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 8th Report of the Cycling Advisory Committee, from its meeting held on September 15, 2021:

a) J. Roberts, Chair, BE REQUESTED to prepare a report to compile the comments of the Cycling Advisory Committee (CAC) related to the Dundas Place Traffic Diversion;

b) J. Roberts, Chair, BE REQUESTED to submit the above-noted report, on behalf of the CAC, to Civic Administration for their consideration; and,

c) clauses 1.1, 2.1 to 2.4, and 4.1 BE RECEIVED.

**Motion Passed**

### 3. (2.2) 8th Report of the Transportation Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 8th Report of the Transportation Advisory Committee, from its meeting held on September 28, 2021:

a) the Advisory Committee Pilots - Strengths-Weaknesses-Opportunities-Threats (SWOT) Comparison Document BE

REFERRED to the Sub-Committee for finalization and a report back to the next meeting of the Transportation Advisory Committee; and,

b) clauses 1.1 and 2.1 to 2.4 BE RECEIVED.

**Motion Passed**

4. (2.3) Amendments to the Traffic and Parking By-law (Relates to Bill No. 505)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated October 13, 2021, BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021, to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2021-T02/T08)

**Motion Passed**

5. (2.4) Non-Repayable Contribution Agreement with Canada for Installation of Fleet Electric Vehicle Charging Stations (Relates to Bill No. 486)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated October 13, 2021, related to the Non-Repayable Contribution Agreement with Canada for the installation of fleet electric vehicle charging stations:

a) the information on Natural Resources Canada's (NRCan) Zero-Emission Vehicle Infrastructure Program (ZEVIP) BE RECEIVED for information;

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021, to approve the Contribution Agreement with Canada for the purpose of installing Electric Vehicle charging infrastructure owned by The Corporation of the City of London for use for Fleet vehicles and to authorize the Mayor and City Clerk to act on behalf the City of London and execute the Agreement; and,

c) the Director of Fleet and Facilities and the Director of Climate Change, Environment and Solid Waste BE DELEGATED as the Duly Authorized Officers to approve reimbursement claims to be submitted to Natural Resources Canada to receive approved funding as identified in Schedule "C" of the agreement as appended to the above-noted staff report. (2021-F11)

**Motion Passed**

7. (5.1) Deferred Matters List

Motion made by: E. Pelozza

That the Civic Works Committee Deferred Matters List as at October 4, 2021, BE RECEIVED.

**Motion Passed**

6. (4.1) 100 Stanley Street

Motion made by: E. Pelosa

That the following actions be taken with respect to 100 Stanley Street:

- a) the communication from J. O'Neill and B. McQuaid and the presentation from K. McKeating, with respect to this matter, BE RECEIVED; and,
- b) the above-noted communication and presentation BE FORWARDED to Civic Administration for consideration. (2021-R01)

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelosa, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (12 to 1)**

8.3 15th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 15th Report of the Planning and Environment Committee BE APPROVED.

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

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. (2.1) 6th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That the 6th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on September 23, 2021, BE RECEIVED for information.

**Motion Passed**

3. (2.2) 7th Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 7th Report of the Trees and Forests Advisory Committee, from its meeting held on September 22, 2021:

- a) the Civic Administration BE REQUESTED to make the Urban Forest Strategy and Tree Planting Strategy documents publicly available on the City of London website instead of being available by request, for transparency and to facilitate better public understanding; it being noted that the document as appended to

the agenda, with respect to Plant More: Tree Planting Strategy 2017-2021, was received; and,

b) clauses 1.1, 2.1, 2.2, 3.1 and 3.2, BE RECEIVED for information.

**Motion Passed**

4. (2.3) 8th Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That the 8th Report of the Advisory Committee on the Environment, from its meeting held on October 6, 2021, BE RECEIVED for information.

**Motion Passed**

5. (2.4) 600 Sunningdale Road West (H-9394) (Relates to Bill No. 513)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Corlon Properties Inc., relating to the property located at 600 Sunningdale Road West, the proposed by-law appended to the staff report dated October 18, 2021 BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM Holding Residential Special Provision R1 (h\*h-18\*R1-9) Zone TO Residential Special Provision R1 (R1-9) Zone to remove the h and h-18 holding provisions. (2021-D09)

**Motion Passed**

6. (2.7) 1478 Westdel Bourne - Wagner Subdivision Phase 1 - Special Provisions (39T-20503)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Townline Orchard Property Limited, for the subdivision of land over Con BF Pt Lot 50, situated on the east side of Westdel Bourne, at the midway point south of Oxford Street West and north of Byron Baseline Road, municipally known as 1478 Westdel Bourne:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Townline Orchard Property Limited, for the Wagner Subdivision, Phase 1 (39T-20503) appended to the staff report dated October 18, 2021 as Appendix "A", BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated October 18, 2021 as Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated October 18, 2021 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2021-D12)

**Motion Passed**

7. (2.5) Environmental Management Guidelines Update

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the Environmental Management Guidelines (2021) appended to the staff report dated October 18, 2021 as Appendix ‘D’, BE CIRCULATED for public review and comment in advance of a Public Participation Meeting to be held at a future date; it being noted that the Planning and Environment Committee reviewed and received a staff presentation with respect to these matters. (2021-D03)

**Motion Passed**

8. (2.6) Housekeeping Amendment to Secondary Plans (O-9346)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with respect to the housekeeping amendment to Council-approved Secondary Plans, the draft changes appended to the staff report dated October 18, 2021 as Appendix “A” BE RECEIVED for information and BE CIRCULATED to stakeholders and the general public for comments; it being noted that an Official Plan Amendment to amend the Secondary Plans will be considered at a future public participation meeting of the Planning and Environment Committee. (2021-D08)

**Motion Passed**

9. (3.1) 415 Oxford Street West (O-9335) (Relates to Bill No. 498)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with respect to the application by Edmar Land Ltd., relating to the property located at 415 Oxford Street West, the proposed by-law appended to the staff report dated October 18, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend The London Plan by ADDING a new policy to the Specific Policies of the Neighbourhoods Place Type that would permit building heights up to 8 storeys (12 with bonus) within 150 m of Oxford Street West and buildings up to 4 storeys beyond 150 m from Oxford Street West and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan; it being noted that The London Plan amendments will come into full force and effect concurrently with Map 7 of The London Plan;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated October 14, 2021, from A.M. Valastro, by email, with respect to these matters;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS), 2020, that encourages higher density residential development within transit supportive areas. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, the Green Space Place Type, the Rapid Transit Corridor, and the Specific Policy Areas criteria of the Our Tools Section; and,
- the recommended amendment conforms with the 1989 Official Plan, including permitting higher density development along transit corridors, encouraging diverse housing types, and the criteria for special area policies. (2021-D09)

#### **Motion Passed**

10. (3.2) 1 Commissioners Road East (O-9339/Z-9340) (Relates to Bill No.'s 494 and 510)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application of One Commissioners Road Inc., relating to the property located at 1 Commissioners Road East:

- a) the proposed by-law appended to the staff report dated October 18, 2021 (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend the Official Plan for the City of London (1989) to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" to permit two, 8-storey mixed-use buildings with a total of 157 residential units and 826m<sup>2</sup> of commercial space resulting in a maximum density of 233 uph on site to align the 1989 Official Plan policies with the Urban Corridor Place Type policies of The London Plan;
- b) the proposed ~~attached~~, revised, by-law as Appendix "B BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Office Special Provision (OF5(2)) Zone TO a Business District Commercial Special Provision Bonus (BDC( ) \*B-( )) Zone;

it being noted that the Bonus Zone shall be implemented through one or more agreements to facilitate the development of two high quality mixed-use commercial/ residential buildings with a maximum density of 233 units per hectare and a maximum height of 30.5 metres (8-storeys) which substantially implements the Site

Plan and Elevations ~~attached~~ as Schedule “1” to the amending by-law in return for the following facilities, services and matters:

1. Exceptional Building Design

the building design shown in the various illustrations contained in Schedule “1” of the amending by-law is being bonused for features which serve to support the City’s objectives of promoting a high standard of design;

- i) the inclusion of a height element at the corner of Commissioners Road W and Wharnccliffe Road S, along with providing a well-defined built edge at street level along both Commissioners Road W and Wharnccliffe Road South;
- ii) well-defined principal entrances to all of the commercial and residential units along Commissioners Road West;
- iii) a variety of building materials and articulation break up the massing of the buildings; and,
- iv) purpose-designed amenity space on top of the roof of the structured/covered parking entrance approximately 112.0m<sup>2</sup>(1,200 sq. ft.);

2. Underground parking

3. Provision of Affordable Housing

the provision of 7 affordable housing units which will include 4, one-bedroom units and 3, two bedroom units all within the first 8-storey mixed-use building to be constructed. The affordable housing units shall be established by agreement at 80% of average market rent for a period of 50 years. An agreement shall be entered into with The Corporation of The City of London, to secure those units for this 50 year term and the term of the contribution agreement will begin upon the initial occupancy of the last subject bonused affordable unit on the subject site. The Proponent shall be required to enter into a Tenant Placement Agreement with the City of London;

c) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the same range of uses for which public notification has been given albeit at a lower intensity; it being noted that the Planning and Environment Committee received and reviewed the following communications with respect to these matters:

- the revised recommendation and by-law;
- the staff presentation;
- a communication dated October 14, 2021 from C. Linton, Norquay Highland Ridge Properties Ltd.;
- a communication dated October 14, 2021 from . Homes, CEO, Larlyn Property Management Ltd.; and,
- a communication dated October 15, 2021 from C. Johnson, Managing Partner, AutoPoint Group;

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

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

- the recommended amendment is consistent with the PPS, 2020, which encourages the regeneration of settlement areas and land use patterns that provide for a range of uses and opportunities for

intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;

- the recommended amendment is consistent with the in-force policies of The London Plan including, but not limited to, the Urban Corridor Place Type policies. It also conforms with the in-force policies but not limited to the Key Directions, Homelessness Prevention and Housing policies, and City Design policies;
- the recommended amendment facilitates the development of an underutilized property and encourages an appropriate form of development;
- the proposal for a mixed-use development with 826m<sup>2</sup> of commercial and 157 residential units is consistent with the planned function of the Urban Corridor Place Type;
- the recommended amendment meets the criteria for specific area policies in the 1989 Official Plan;
- the recommended amendment facilitates the development of affordable housing units that will help in addressing the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock; and,
- the recommended bonus zone for the subject site will provide public benefits that include affordable housing units, barrier-free and accessible design, transit supportive development, underground parking and a quality design standard to be implemented through a subsequent site plan application. (2021-D09)

### **Motion Passed**

11. (3.3) 14 Gideon Drive and 2012 Oxford Street West (39T-21501/OZ-9295) (Relates to Bill No.'s 495 and 511)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2515060 & 2539427 Ontario Inc., relating to the property located at 14 Gideon Drive and 2012 Oxford Street West:

- a) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021, to amend the 1989 Official Plan to change the designation on Schedule "A" - Land Use FROM "Low Density Residential" TO "Multi-Family, Medium Density Residential" for Block 37 on the proposed Draft Plan of Subdivision;
- b) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Urban Reserve UR1 Zone TO a Holding Residential (h\*h-65\*h-100\*R1-2) Zone, a Holding Residential Special Provision (h\*h-65\*h-100\*R6-5( )/R8-4( )) Zone, Open Space (OS1) and an Open Space (OS5) Zone;
- c) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision of 2515060 & 2539427 Ontario Inc.

relating to the property located at 14 Gideon Drive and 2012 Oxford Street West:

- i) potential impacts on the quality of residents' well water;
  - ii) negative impacts to the water table;
  - iii) loss of privacy;
  - iv) lack of a buffer such as a fence or a privacy wall;
  - v) increase in traffic;
  - vi) increase in accidents and only one entrance for residents and emergency services;
  - vii) noise impacts;
  - viii) lack of public transit;
  - ix) no consideration given to a new police and fire station; and,
  - x) loss of habitat for wildlife;
- d) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by 2515060 & 2539427 Ontario Inc., (File No. 39T-21501), prepared by Stantec, Project No. 161413678, dated November 8, 2019, which shows 36 single detached lots (Lots 1-36); one (1) medium density residential block (Block 37); one (1) walkway block (Block 38); one (1) open space block (Block 39); two (2) road widening blocks (Blocks 40 and 41); three (3) reserve blocks (Blocks 42, 43 and 44); and two (2) new local streets (Street A and Street B), SUBJECT TO the conditions contained in the staff report dated October 18, 2021 as Appendix "C";

it being noted that the Planning and Environment Committee received and reviewed the staff presentation with respect to these matters;

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

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

- the proposed and recommended amendments are consistent with the Provincial Policy Statement, 2020 which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;
- the proposed and recommended amendments conform to the in-force policies of The London Plan, including but not limited to Our Strategy, Our City and the Key Directions, as well as conforming to the policies of the Neighbourhoods and Environmental Review Place Type;
- the proposed and recommended amendments conform to the in-force policies of the 1989 Official Plan, including but not limited to the Low-Density Residential designation, the Multi-Family Medium Density Residential designation, and the Environmental Review designation;
- the proposed and recommended amendments conform to the policies of the Riverbend Area Plan;
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan, the 1989 Official Plan, and the Riverbend Area Plan; and,
- the recommended draft plan supports a broad range of low and

medium density residential development opportunities within the site including more intensive, mid-rise apartments along the Oxford Street West corridor. The Draft Plan has been designed to support these uses and to achieve a visually pleasing development that is pedestrian friendly, transit supportive and accessible to the surrounding community. (2021-D12)

**Motion Passed**

12. (3.4) 584 Commissioners Road West (Z-9357) (Relates to Bill No. 512)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with respect to the application by Foxwood Developments (London) Inc., relating to the property located at 584 Commissioners Road West, the proposed by-law appended to the staff report dated October 18, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone, TO a Residential R5 Special Provision (R5-7(\_)) Zone; it being noted that the following site plan matters were raised during the application review process:

- a) the relocation of the private outdoor amenity space to a centralized and pedestrian friendly location;
- b) the provision of sufficient space between the parking lot and the east property boundary to accommodate enhanced landscaping; and
- c) configuration of the parking area to allow retention of the Black Maple, denoted as Tree 386 of the Arborist Report (Stantec, February 23, 2021);

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and the Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2021-D09)

**Motion Passed**

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with respect to the application by Foxwood Developments (London) Inc., relating to the property located at 584 Commissioners Road West, the proposed by-law appended to the staff report dated October 18, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone, TO a Residential R5 Special Provision (R5-7(\_)) Zone; it being noted that the following site plan matters were raised during the application review process:

- a) the relocation of the private outdoor amenity space to a centralized and pedestrian friendly location;
- b) the provision of sufficient space between the parking lot and the east property boundary to accommodate enhanced landscaping; and
- c) configuration of the parking area to allow retention of the Black Maple, denoted as Tree 386 of the Arborist Report (Stantec, February 23, 2021);

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and the Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2021-F11A/D19)

**Motion Passed**

13. (3.5) Masonville (Final) Secondary Plan (O-8991) Relates to Bill No.'s 496, 497, 499, 500 and 501)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the draft Masonville Secondary Plan:

- a) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend the Official Plan, 2016, The London Plan TO ADOPT the

Masonville Secondary Plan, appended to the staff report dated October 18, 2021 as Appendix “A”, Schedule “1”;

b) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 to amend the Official Plan, 2016, The London Plan, TO ADD the Masonville Secondary Plan to Policy 1565, the list of adopted Secondary Plans;

c) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix “C” BE INTRODUCED at a future Municipal Council meeting to amend the Official Plan, 2016, The London Plan at such time as Map 7 is in full force and effect by ADDING the Masonville Secondary Plan to Map 7 – Specific Policy Areas and DELETING specific policy areas 9, and 10;

d) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix “D” BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 TO ADOPT the Masonville Secondary Plan, appended to the staff report dated October 18, 2021 as Appendix “D”, Schedule “1” and TO AMEND the Official Plan (1989), as follows:

i) AMEND Section 20.2 TO ADD the Masonville Secondary Plan to the list of adopted Secondary Plans;

ii) ADD Section 20.10 as the Masonville Secondary Plan;

iii) ADD the naming and delineation of the Masonville Secondary Plan, appended to the staff report dated October 18, 2021 as Appendix “D”, Schedule “2” to Schedule “D” – Planning Areas;

e) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix “E” BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 TO AMEND The London Plan by DELETING policies 821, 822, 823, 824, and 825;

f) the proposed by-law appended to the staff report dated October 18, 2021 as Appendix “F” BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021 TO AMEND the Official Plan (1989) by DELETING sections 3.5.25 and 3.5.26.

g) The Masonville Secondary Plan BE REVISED, as per Council direction on September 14, 2021 as follows:

i) any future redevelopment of 109 Fanshawe Park Road East should provide enhanced buffering, screening and landscaping along the eastern boundary of the site at Fawn Court;

it being noted that the direction provided by Municipal Council on September 14, 2021 in g) i) contained an error in the location specified and a revision to the plan will correct the error and provide better clarification that enhanced buffering, screening and landscaping should be provided along the eastern boundary of the site as opposed to the western boundary;

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

- the staff presentation;
- a communication dated October 12, 2021, from R. MacFarlane, Planner, Zelinka Priamo Ltd., on behalf of Rock Developments;
- a communication dated October 13, 2021, from R. MacFarlane, Planner, Zelinka Priamo Ltd., on behalf of 1635 Richmond (London) Corp.;

- a communication dated October 14, 2021, from R. MacFarlane, Planner, Zelinka Priamo Ltd., on behalf of Copia Developments;
- a communication dated October 14, 2021, from R. MacFarlane, Planner, Zelinka Priamo Ltd., on behalf of Choice Properties REIT; and,
- a communication dated October 14, 2021, from L. Kirkness, Principal Planner, Strik Baldinelli Moniz, on behalf of Westdell Development Corporation;

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

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

- i) the recommended amendment is consistent with the Provincial Policy Statement, 2020, which:
  - promotes opportunities for transit-supportive development, accommodating a significant supply and range of housing options through intensification and redevelopment, taking into account existing building stock or areas;
  - promotes a land use pattern, density and mix of uses that minimize the length and number of vehicle trips and support current and future use of transit and active transportation;
  - promotes healthy, active communities by planning public streets, spaces and facilities to be safe, meet the needs of the public, foster social interaction and facilitate active transportation and community connectivity; and,
  - supports long-term economic prosperity by maintaining and where possible enhancing the vitality and viability of downtowns and mainstreets, encouraging a sense of place by promoting well-designed built form and cultural planning, and by conserving features that help define character, including built heritage resources and cultural heritage landscapes; and,
- ii) the recommended amendment is consistent with the policies of the Official Plan (1989) and The London Plan that provide direction to prepare a Secondary Plan where a more detailed and coordinated planning policy framework is required for redevelopment and intensification. (2021-D08)

**Motion Passed**

14. (4.1) 250-272 Springbank Drive (Application for Brownfield CIP Incentives)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Economic Services and Supports, the following actions be taken with respect to the application by 2355440 Ontario Inc., relating to the property located at 250-272 Springbank Drive:

- a) a total expenditure of up to a maximum of \$2,895,020 in municipal brownfield financial incentives BE APPROVED AND ALLOCATED at the Municipal Council meeting on October 26, 2021, under the following two programs in the Community Improvement Plan (CIP) for Brownfield Incentives:

i) provide a rebate equivalent to up to 50% of the Development Charges that are required to be paid by 2355440 Ontario Inc. on the project, as follows:

A) if development charges are paid in one lump sum amount, the Development Charges Rebate will be issued in three equal annual instalments; and,

B) if development charges are paid annually over six years, the Development Charges Rebate will be issued in six equal annual instalments, noting that any interest charged by the City of London for deferred development charge payments is not included in the rebate;

ii) provide tax increment equivalent grants on the municipal component of property taxes for up to three years post development;

b) the applicant BE REQUIRED to enter into an agreement with the City of London outlining the relevant terms and conditions for the incentives that have been approved by Municipal Council under the Brownfield CIP;

it being noted that no grants will be provided until the remediation work is finished, a Record of Site Condition is filed with the Ministry of Environment, Conservation and Parks, and receipts are obtained showing the actual cost of the eligible remediation work; it being further noted that the agreement between the City of London and 2355440 Ontario Inc. will be transferable and binding on any subsequent property owner(s);

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated September 28, 2021, from R. Knutson, Knutson Development Consultants Inc., with respect to these matters;

it being further pointed out that the request for delegation status for Ric Knutson, Knutson Development Consultants Inc., Bo Chiu and Scott Aziz, EXP, with respect to the properties located at 250-272 Springbank Drive was withdrawn;

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

- the development represents a significant investment on Springbank Drive and near the downtown including the construction of 260 new residential units on a fully serviced and remediated site;
- the development includes the creation of 28 of affordable housing units that will help in addressing the growing need for affordable housing in London. The development is in alignment with the Housing Stability Action Plan 2019-2024 and its Strategic Area of Focus 2: Create More Housing Stock;
- the development will eventually generate significant tax revenues over and above the grants that are provided. At full project build out, the municipal portion of the taxes are roughly estimated at \$865,000 per year; and,
- brownfield incentive applications satisfy the Growing our Economy and the Building a Sustainable City Strategic Areas of Focus in the Strategic Plan for the City of London 2019 – 2023. This includes directing growth and intensification to strategic locations and increasing public and private investment in strategic locations. (2021-F11A/D19)

**Motion Passed**

15. (5.1) June, 2021 Building Division Monthly Report  
Motion made by: A. Hopkins  
That the Building Division Monthly Report for June, 2021 BE RECEIVED for information. (2021-A23)

**Motion Passed**

16. (5.2) July, 2021 Building Division Monthly Report  
Motion made by: A. Hopkins  
That the Building Division Monthly Report for July, 2021 BE RECEIVED for information. (2021-A23)

**Motion Passed**

8.4 14th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 14th Report of the Community and Protective Services Committee BE APPROVED.

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

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest  
That it BE NOTED that no pecuniary interests were disclosed.

2. (2.1) 8th Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the 8th Report of the Accessibility Advisory Committee, from its meeting held on September 23, 2021, BE RECEIVED.

**Motion Passed**

3. (2.2) 7th Report of the London Housing Advisory Committee

Motion made by: J. Helmer

That the 7th Report of the London Housing Advisory Committee, from its meeting held on September 28, 2021, BE RECEIVED.

**Motion Passed**

4. (2.3) Introduction to London's Coordinated Access (CA)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report dated October 13, 2021,

with respect to an Introduction to London's Coordinated Access (CA), BE RECEIVED. (2021-S11)

**Motion Passed**

5. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at October 4, 2021, BE RECEIVED.

**Motion Passed**

8.5 14th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 14th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 8(4.1).

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

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that the following pecuniary interests were disclosed:

- a) Councillor J. Morgan discloses a pecuniary interest in clause 4.1 having to do with an appointment to the University of Western Ontario (UWO) Board of Governors, by indicating that UWO is his employer;
- b) Councillor J. Helmer discloses a pecuniary interest in clause 4.1 having to do with an appointment to the University of Western Ontario (UWO) Board of Governors, by indicating that he is employed by UWO.

**Motion Passed**

2. (2.1) Master Accommodation Plan Update for Alternate Work Strategies

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports with the concurrence of the City Manager, the following actions be taken with respect to the Master Accommodation Plan Update for Alternative Work Strategies:

- a) the report dated October 19, 2021, titled "Master Accommodation Plan Update for Alternative Work Strategies" which reviews the potential for alternative work strategies including the update report from Mayhew Inc. BE RECEIVED for information;

b) the integration of Alternative Work Strategies BE ADOPTED as part of the implementation of the Master Accommodation Plan guiding overall space needs; and, it being noted that the Civic Administration will proceed with a competitive procurement process that incorporates the update of the Master Accommodation Plan (MAP) for Alternative Work Strategies (AWS) and will report back to the Municipal Council on next steps.

**Motion Passed**

3. (2.2) 2021 Service Review Initiatives Update

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the City Manager, the report dated October 19, 2021 regarding the 2021 Service Review Initiatives Update BE RECEIVED for information.

**Motion Passed**

4. (2.3) London Community Recovery Framework

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the following actions be taken with respect to the London Community Recovery Framework:

a) the London Community Recovery Framework, as outlined in the staff report dated October 19, 2021, BE ENDORSED;

b) the London Community Recovery Network members, as identified in Appendix A of the above-noted report, BE THANKED for their time and effort in developing the London Community Recovery Framework; and,

c) the Mayor BE DIRECTED to share the London Community Recovery Framework with local Members of Parliament, Members of Provincial Parliament to inform the development of federal and provincial pandemic recovery plans and strategies;

it being noted that the Strategic Priorities and Policy Committee received additional letters of support with respect to this matter.

**Motion Passed**

5. (2.4) 6th and 7th Reports of the Diversity Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Morgan

That the 6th and 7th Reports of the Diversity Inclusion and Anti-Oppression Advisory Committee, from its meetings held on September 24, 2021 and October 1, 2021, respectively, BE RECEIVED for information.

**Motion Passed**

6. (2.5) Confirmation of Appointment to the Argyle Business Improvement Association

Motion made by: J. Morgan

That Robert Aiken BE APPOINTED to the Argyle Business Improvement Association for the term ending November 15, 2022;

it being noted the Strategic Priorities and Policy Committee received a communication dated October 4, 2021 from R. Sidhu, Executive Director, Argyle Business Improvement Association with respect to this matter.

**Motion Passed**

7. (3.1) Amendments to the Various Fees and Charges By-law (Relates to Bill No.'s 493, 502, 503, 504)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, with the concurrence of the Deputy City Manager, Finance Supports, the following actions be taken with respect to proposed amendments to the Various Fees and Charges By-law:

a) the proposed by-law as appended to the staff report dated October 19, 2021 as Appendix "A" being "A by-law to provide for Various Fees and Charges and to repeal By-law A-56, as amended, being "A by-law to provide for Various Fees and Charges" to add and adjust certain fees and charges for services or activities provided by the City of London", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021;

b) subject to the approval of a) above, the proposed by-law as appended to the staff report dated October 19, 2021 as Appendix "B" being "A by-law to amend By-law No. PH-3, as amended, being "A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping of Animals in the City of London" to remove all references to fees and charges related to services provided for in the by-law", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021;

c) subject to the approval of a) above, the proposed by-law as appended to the staff report dated October 19, 2021 as Appendix "C" being "A by-law to amend By-law No. PH-4, as amended, being "A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping and the Running at Large of Dogs in the City of London" to remove all references to fees and charges related to services provided for in the by-law", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021; and,

d) subject to the approval of a) above, the proposed by-law as appended to the staff report dated October 19, 2021 as Appendix "D" being "A by-law to amend By-law No. PH-5, as amended, being "A by-law to provide for the Appointment of a Poundkeeper and to Regulate the Public Pound to remove all references to fees and charges related to services provided for in the by-law", BE INTRODUCED at the Municipal Council meeting to be held on October 26, 2021;

it being noted that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding these matters:

M. Wallace, Executive Director, London Development Institute

**Motion Passed**

9. (4.2) Vacancy on the Covent Garden Market Board

Motion made by: J. Morgan

That the following actions be taken with respect to the Covent Garden Market Board vacancy notification:

a) the communication dated October 7, 2021 from S. Hillier, Board Chair, Covent Garden Market Corp. BE RECEIVED;

b) the resignation of Councillor S. Hillier from the Covent Garden Market Board BE ACCEPTED;

c) the City Clerk BE DIRECTED to:

i) contact current applications on file, to confirm that those individuals remain interested in consideration for appointment;

ii) seek additional applications to fill the vacancy on the Board;

iii) bring forward applications, noted in parts i) and ii), above for consideration at a future meeting of the Strategic Priorities and Policy Committee; and

iv) bring forward Councillor's names interested in appointment to the Covent Garden Market Board.

**Motion Passed**

8. (4.1) University of Western Ontario Board of Governors

Motion made by: S. Lewis

That Michael Lerner's term BE EXTENDED to June 30, 2022 and future appointments by the City of London to the University of Western Ontario be made effective as of July 1, rather than December 1.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelosa, and S. Hillier

Nays: (1): S. Turner

Recuse: (2): J. Helmer, and J. Morgan

**Motion Passed (10 to 1)**

8.6 4th Report of the Audit Committee

Motion made by: J. Morgan

That the 4th Report of the Audit Committee BE APPROVED.

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

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (5.1) Request for Proposal 21-26 Internal Audit Services (Relates to Bill No. 487)

Motion made by: J. Morgan

That the following actions be taken with respect to the appointment of an outsourced internal auditor for Request for Proposal (RFP) 21-26 Internal Audit Services for the City of London:

a) the firm of MNP LLP BE APPOINTED as the preferred firm for the provision of internal audit services for a period of three years beginning January 1, 2022 plus the option to renew for two (2) additional one (1) year terms;

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

c) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract to the satisfaction of the Deputy City Manager, Finance Supports relating to the subject matter of this approval; and,

d) the ~~attached~~ proposed by-law (Appendix "A") BE INTRODUCED to delegate the approval of the Internal Audit Services Agreement to the City Treasurer and to provide the Mayor and City Clerk authority to execute the Agreement.

**Motion Passed**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That Introduction and First Reading of Bill No.'s 481 to 513, including the revised Bill No. 510, and excluding Bill No. 485, BE APPROVED.

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

**Motion Passed (13 to 0)**

Motion made by: E. Pelosa  
Seconded by: M. van Holst

That Second Reading of Bill No's 481 to 513, including the revised Bill No. 510, and excluding Bill No. 485, BE APPROVED.

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

**Motion Passed (13 to 0)**

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

That Third Reading and Enactment of Bill No's 481 to 513, including the revised Bill No. 510, and excluding Bill No. 485, BE APPROVED.

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

**Motion Passed (13 to 0)**

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

That Introduction and First Reading of Bill No. 485, BE APPROVED.

Yeas: (7): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (6): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, and E. Pelosa

**Motion Passed (7 to 6)**

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

That Second Reading of Bill No. 485, BE APPROVED.

Yeas: (7): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (6): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, and E. Pelosa

**Motion Passed (7 to 6)**

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

That Third Reading and Enactment of Bill No. 485, BE APPROVED.

Yeas: (7): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (6): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, and E. Pelosa

**Motion Passed (7 to 6)**

#### **4. Council, In Closed Session**

Motion made by: S. Hillier

Seconded by: S. Lewis

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

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

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/17/CSC)

##### **4.3 Solicitor-Client Privilege**

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/14/CPSC)

##### **4.4 Personal Matter / Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.2/14/CPSC)

##### **4.5 Personal Matter / Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.3/14/CPSC)

##### **4.6 Personal Matter / Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List. (6.4/14/CPSC)

##### **4.7 Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City / Personal Matters/Identifiable Individual**

A matter pertaining to the security of the property of the Corporation as it contains commercial and financial information supplied in confidence to the Corporation, the disclosure of which could be reasonably expected to prejudice significantly the competitive position or interfere significantly with the contractual

or other negotiations of a person, group of persons or organization, result in similar information no longer being supplied to the Corporation where it is in the public interest that similar information continue to be so supplied and result in undue loss or gain to any person, group, committee or financial institution or agency and matters related to the personal information about identifiable individuals, including municipal or local board employees related to the potential provision of internal audit services for the City of London, by an external organization. (6.1/4/AC)

**Motion Passed**

The Council convenes, In Closed Session, from 5:51 PM to 6:16 PM.

At 6:05 PM Councillor M. Salih leaves the meeting.

At 6:17 PM Councillor P. Van Meerbergen leaves the meeting.

**9. Added Reports**

9.1 14th Report of Council in Closed Session

Motion made by: J. Morgan

Seconded by: M. Cassidy

1. Partial Property Acquisition – 1350 Wharncliffe Road South – Bradley Avenue Extension Project Phase 2 – Wharncliffe Road South to Jalna Boulevard

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, with respect to the property located at 1350 Wharncliffe Road South, further described as Part Lot 34, Concession 2, designated as Part 1, Plan 33R-20205, and Part 1, Plan 33R-20821, being all of PIN 08209-0055 (LT), containing an area of approximately 33,530 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Bradley Avenue Project Phase 2, the following actions be taken:

a) the offer submitted by 2847012 Ontario Inc (the “Vendor”), to sell the subject property to the City, for the sum of \$473,600.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”;

b) the City agreeing to pay a further sum of \$7,400.00 for a Grant of Temporary Easement and Consent to Enter Agreement wherein additional compensation and additional terms have been agreed to between the Parties, being the “Related Transaction”; and

c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

2. Partial Property Acquisition – 190 Queens Avenue and 472 Richmond Street – Downtown Loop and Municipal Infrastructure Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 190 Queens Avenue and 472 Richmond Street, further described as Part of Queens Avenue (formerly North Street) closed by an Act of Parliament (Province of Canada) October 16, 1863 (Chapter 40), designated as Part 1, Plan 33R-21003, being Part of PIN 08264-0102 (LT), containing an area of approximately 1,739.0 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Downtown Loop Project, the following actions be taken:

a) the offer submitted by The Incorporated Synod of The Diocese of Huron (the "Vendor"), to sell the subject property to the City, for the sum of \$374,000.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor a further sum of \$10,500.00 for disturbance, upon completion of the transaction, pursuant to Section 18 of the Expropriations Act;

ii) the City agreeing to pay the Vendor a further sum of \$80,000.00 in consideration of a Grant of Temporary Easement and Consent to Enter Agreement, with the right to renew the easement for an additional term of one year for the sum of \$40,000.00;

iii) the City agreeing to pay the Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary, as set out in Section 32 of the Expropriations Act; and

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (2): M. Salih, and P. Van Meerbergen

**Motion Passed (11 to 0)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Introduction and First Reading of the Added Bill No.'s 514 and 515, BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (2): M. Salih, and P. Van Meerbergen

**Motion Passed (11 to 0)**

Motion made by: M. van Holst

Seconded by: E. Pelozza

That Second Reading of the Bill No. Added Bill No.'s 514 and 515, BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (2): M. Salih, and P. Van Meerbergen

**Motion Passed (11 to 0)**

Motion made by: S. Lehman

Seconded by: E. Pelozza

That Third Reading and Enactment of the Bill No. Added Bill No.'s 514 and 515, BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (2): M. Salih, and P. Van Meerbergen

**Motion Passed (11 to 0)**

**14. Adjournment**

Motion made by: S. Turner

Seconded by: J. Helmer

That the meeting BE ADJOURNED

**Motion Passed**

The meeting adjourned at 6:26 PM.

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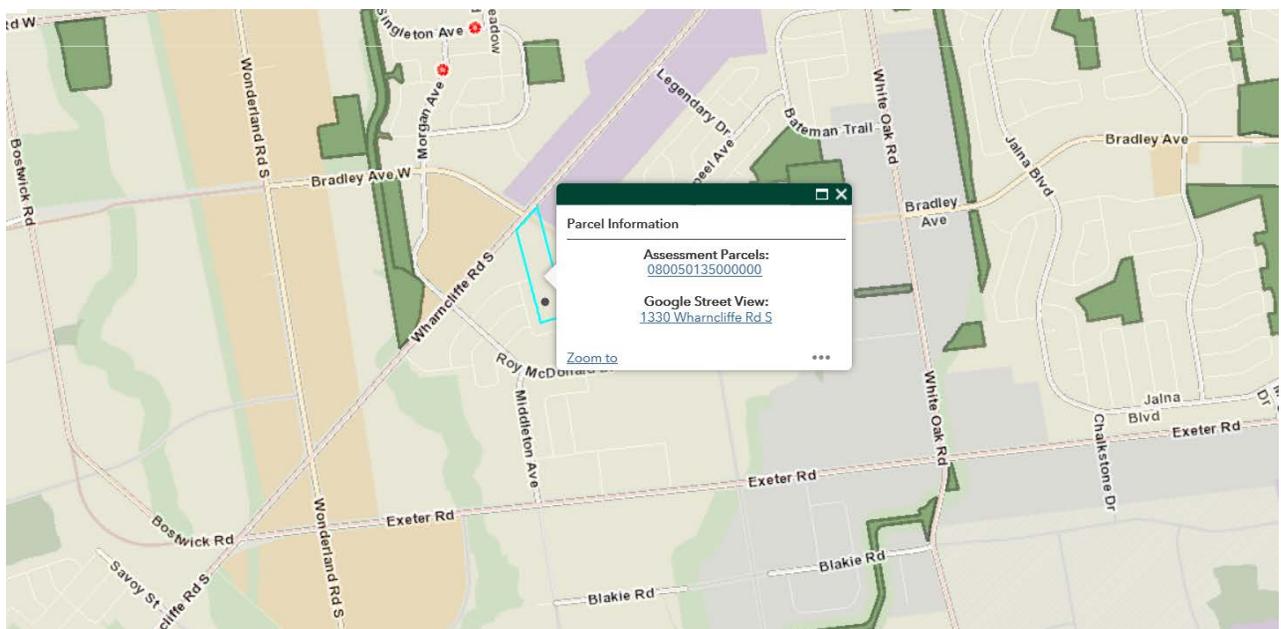
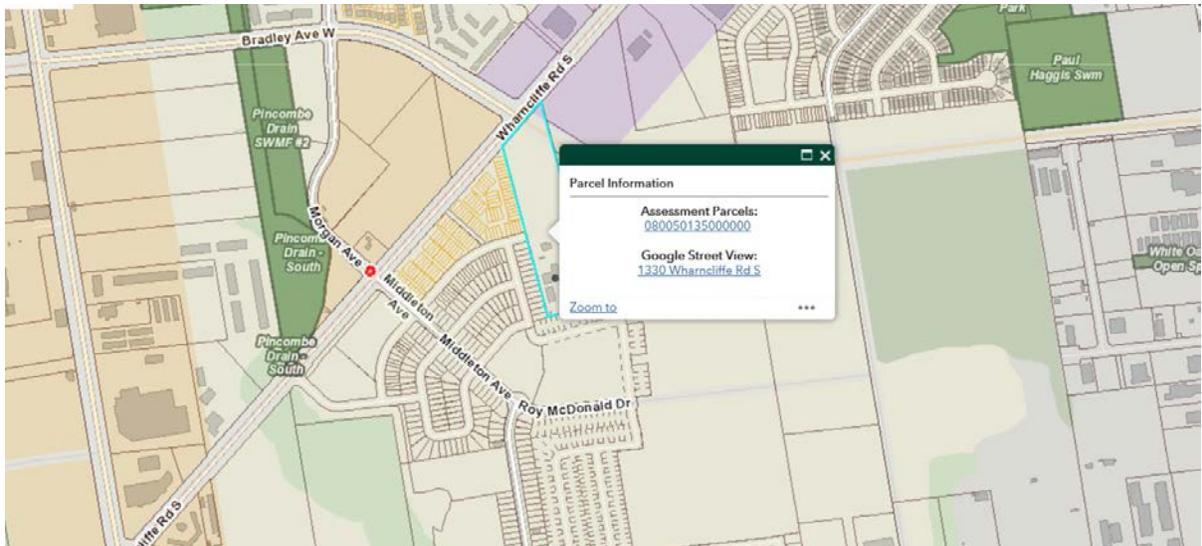
Ed Holder, Mayor

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Catharine Saunders, City Clerk

# Appendix B – Location Map

## 1350 Wharncliffe Road South



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** 2847012 ONTARIO INC

**REAL PROPERTY:**

Address 1350 Wharncliffe Road South, London, Ontario

Location South side of Wharncliffe Road

Measurements Irregular; 33,530 square feet

Legal Description: Part Lot 34, Concession 2, in the City of London, County of Middlesex, designated as Part 1 on Plan 33R-20205 and Part 1 Plan 33R-20821, being part of PIN 08209-0055, as shown on Schedule "A" (the "Property") attached hereto.

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED DOLLARS CDN (\$473,600.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
  - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **November 19<sup>th</sup>, 2021**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **December 3<sup>rd</sup>, 2021**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 17th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection

going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_, 1993.

THE CORPORATION OF THE CITY OF LONDON

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

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

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 9<sup>th</sup> day of Sep 2021,

SIGNED, SEALED AND DELIVERED  
In the Presence of

2847012 ONTARIO INC

Per: [Signature]

Name: ASIF SHEIKH

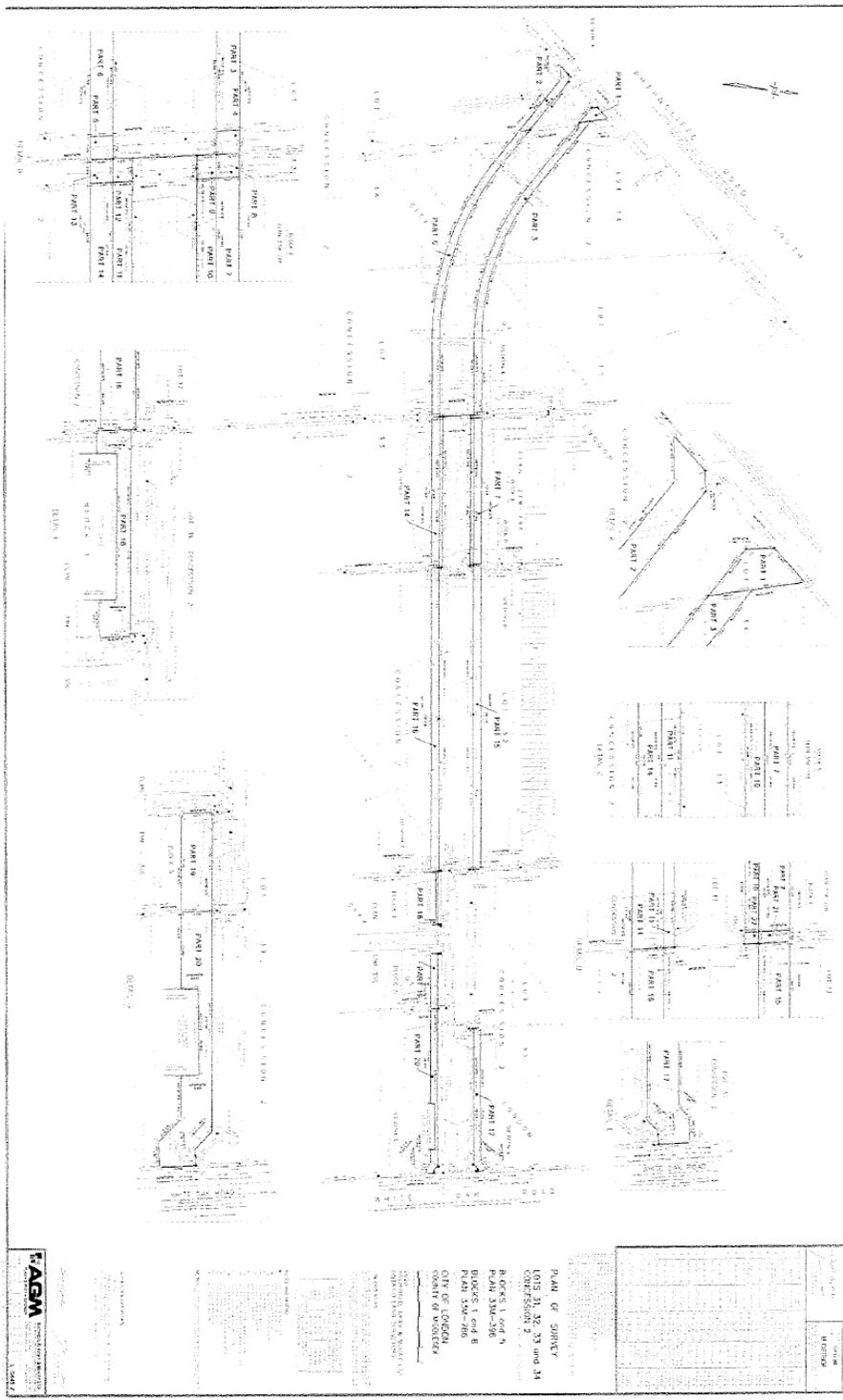
Title: VP

*I/We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: JEFF BELL & SCOTT PETRE LLP.

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

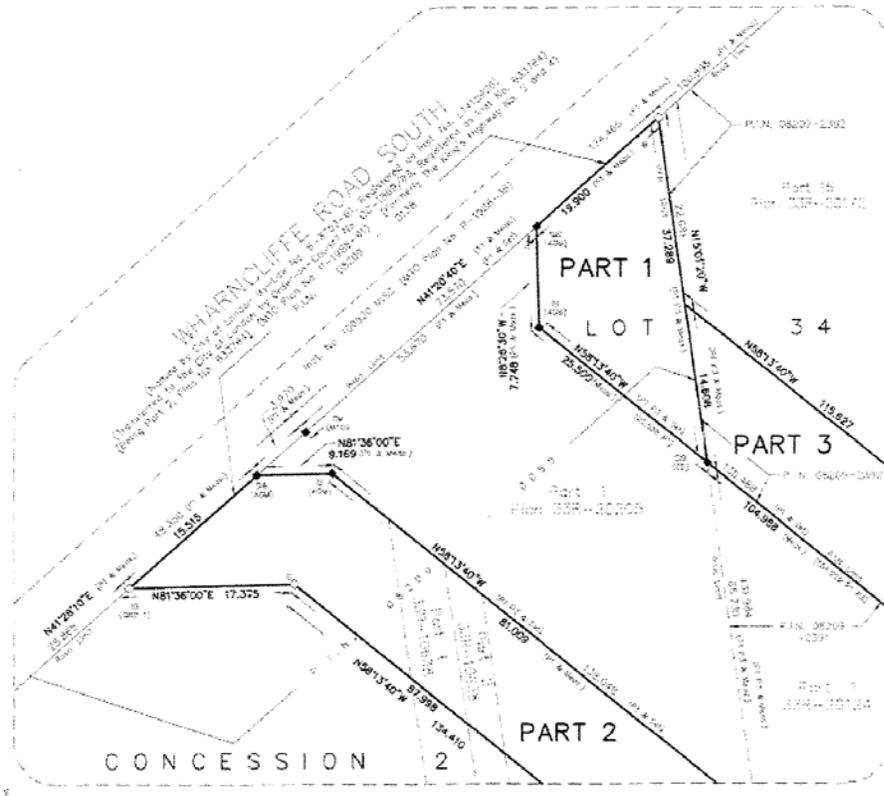
SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20821



**PLAN OF SURVEY**  
 LOTS 31, 32, 33 and 34  
 CONFESSION 2  
 BLOCKS 1 and 8  
 PLAN 33R-20821  
 CITY OF TORONTO  
 COUNTY OF YORK

**AGM**  
 ASSOCIATED GENERAL MANAGERS  
 100 KING STREET WEST  
 TORONTO, ONTARIO M5X 1C4  
 TEL: (416) 593-8888  
 FAX: (416) 593-8889  
 WWW.AGM.COM

SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20831 Continued



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

**PLAN 33R-20821**

DATE SEPT 15, 2020

RECEIVED AND DEPOSITED  
DATE SEP 17 2020

  
JASON WILBAND  
ONTARIO LAND SURVEYOR

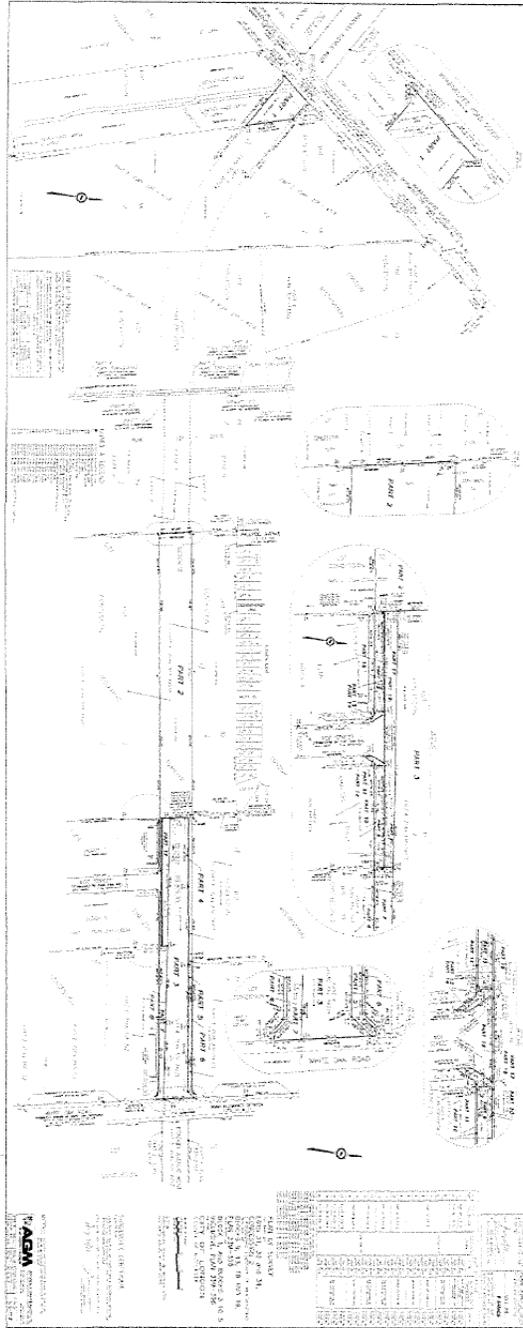
**M. DIETRICH**

REPRESENTATIVE FOR THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF  
MIDDLESEX (No. 33)

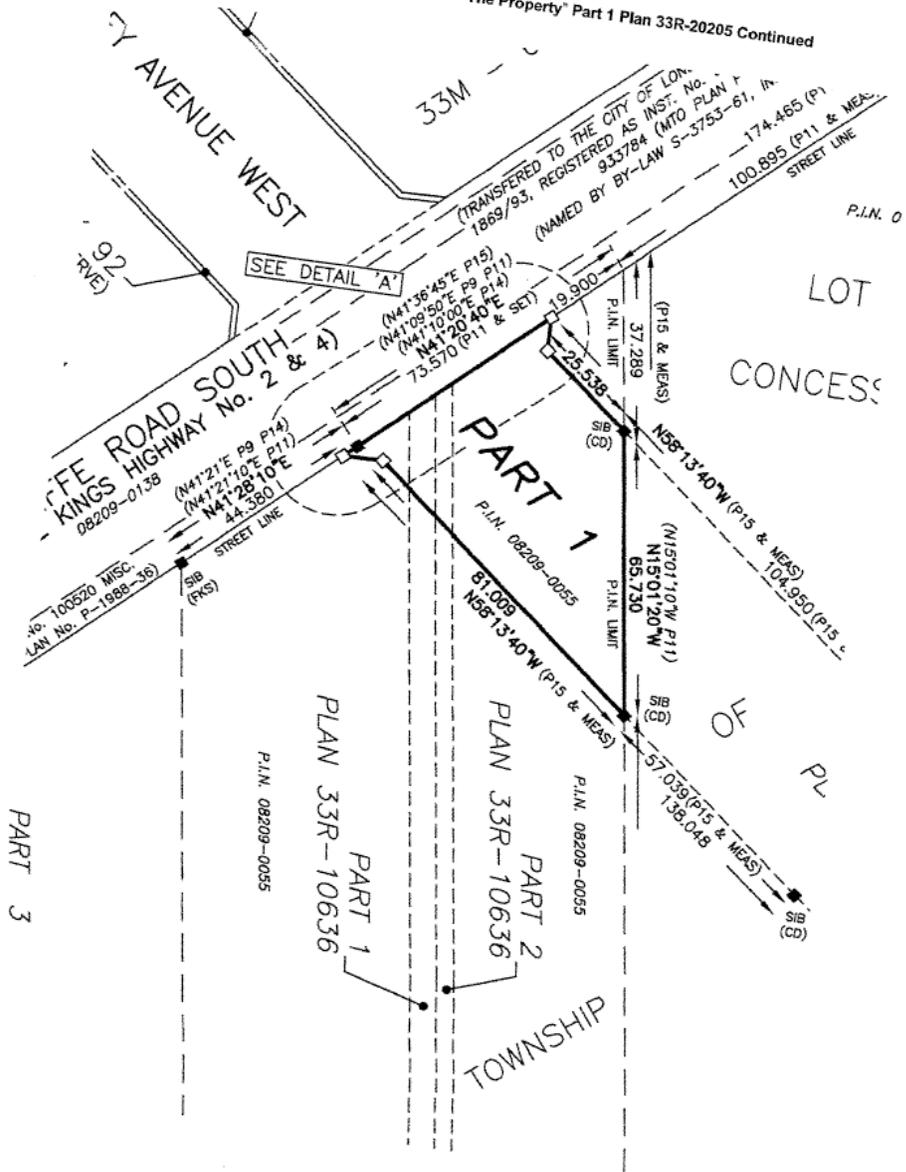
PARTS SCHEDULE:

PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.03842 Ha. 0.0949 Ac.
2	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.09779 Ha. 0.2416 Ac.
3	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.42251 Ha. 1.0440 Ac.
4	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
5	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2551	Zedcore inc.	0.00366 Ha. 0.0090 Ac.
6	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.40343 Ha. 0.9969 Ac.
7	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.19393 Ha. 0.4792 Ac.
8	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
9	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
10	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.08145 Ha. 0.2013 Ac.
11	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.08137 Ha. 0.2011 Ac.
12	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
13	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
14	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.19430 Ha. 0.4801 Ac.
15	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39854 Ha. 0.9848 Ac.
16	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39837 Ha. 0.9844 Ac.
17	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0249	Carman and Alma Cook	0.18971 Ha. 0.4688 Ac.
18	Part of Block 1	Plan 33M-396	Part of P.I.N. 08209-2884	2242907 Ontario Inc.	0.02537 Ha. 0.0627 Ac.
19	Part of Block 5	Plan 33M-396	Part of P.I.N. 08209-2701	Banman Holdings Inc.	0.07178 Ha. 0.1774 Ac.
20	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0104	Cars Canada PHA 3 GPSPE L.L.C.	0.18236 Ha. 0.4506 Ac.
21	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00030 Ha. 0.0007 Ac.
22	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00013 Ha. 0.0003 Ac.

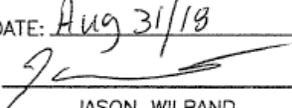
SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20205 Continued



SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20205 Continued



SCHEDULE "A" Description of "The Property" Part 1 Plan 33R-20205 Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  DATE: <u>Aug 31/18</u>  JASON WILBAND ONTARIO LAND SURVEYOR	<b>PLAN 33R-20205</b> RECEIVED AND DEPOSITED DATE: <u>SEP 5 - 2018</u> <b>F. JAMES</b> REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)
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PART SCHEDULE					
PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	PART OF LOT 34	CONCESSION 2	PART OF 08209-0055	JEAN A. AND DANIELLE ARROYAS	0.2707 Ha 0.669 Ac
2	PART OF LOT 32		PART OF 08209-2026	MOLLYANN HARRIET LEA JOHNSTONE	1.7934 Ha 4.432 Ac
3	PART OF LOT 31		PART OF 08209-0248	THE CORPORATION OF THE CITY OF LONDON	1.2041 Ha 2.975 Ac
4			PART OF 08209-0248		0.0937 Ha 0.231 Ac
5			PART OF 08209-0249	CARMAN AND ALMA COOK	0.0844 Ha 0.209 Ac
6			PART OF 08209-0249		0.0056 Ha 0.014 Ac
7			PART OF 08209-0104	2494590 ONTARIO INC.	0.1845 Ha 0.456 Ac
8			PART OF 08209-0104		0.0065 Ha 0.016 Ac
9	PART OF BLOCK 5	PLAN 33M-396	PART OF 08209-0237	BANMAN HOLDINGS INC.	0.0208 Ha 0.052 Ac
10			PART OF 08209-0237		0.0022 Ha 0.005 Ac
11	PART OF BLOCK 4		PART OF 08209-0206	THE CORPORATION OF THE CITY OF LONDON	0.0001 Ha 0.000 Ac
12			PART OF 08209-0206		0.0024 Ha 0.006 Ac
13	PART OF BLOCK 3		PART OF 08209-0205	THE CORPORATION OF THE CITY OF LONDON	0.0001 Ha 0.000 Ac
14			PART OF 08209-0205		0.0024 Ha 0.006 Ac
15	PART OF BLOCK 1		PART OF 08209-0203	2242907 ONTARIO INC.	0.0202 Ha 0.050 Ac
16			PART OF 08209-0203		0.0021 Ha 0.005 Ac
17	ALL OF BLOCK 13		ALL OF 08209-0215	THE CORPORATION OF THE CITY OF LONDON	0.1643 Ha 0.406 Ac
18	ALL OF BLOCK 19		ALL OF 08209-0221		0.0010 Ha 0.003 Ac
19	ALL OF BLOCK 9	ALL OF 08209-0211	0.0022 Ha 0.005 Ac		
20	ALL OF BLOCK 18	ALL OF 08209-0220	0.0022 Ha 0.005 Ac		

PART 1 COMPRISES PART OF PIN 08209-0055.  
 PART 2 COMPRISES PART OF P.I.N. 08209-2026.  
 PARTS 3 AND 4 COMPRISE PART OF P.I.N. 08209-0248.

**SCHEDULE "B" Additional Terms and Conditions**

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** The Vendor will grant to the Purchaser a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

Schedule "C"  
**GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER**

B E T W E E N:

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

and

2847012 ONTARIO INC  
(the "Owner"(s))

Part Lot 34, Concession 2, in the City of London, County of Middlesex, designated as Part 2 on Plan 33R-20821, being part of and together with the bisected portion of PIN 08209-0055, as shown on Schedule "A" (the "Property") attached hereto.  
Legal Description

Part of 1350 Wharncliffe Road South, London, Ontario  
Municipal Address of Property

*2847012 Ontario Inc.*, being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the Property by the City, its contractors and employees, for the purpose of site construction associated with the Bradley Avenue Road Extension Project (the "Project").

This Consent shall run from April 1<sup>st</sup>, 2023 until March 31<sup>st</sup>, 2024 for a term of twelve (12) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of SEVEN THOUSAND FOUR HUNDRED DOLLARS CDN (\$7,400.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1<sup>st</sup>, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional SEVEN THOUSAND FOUR HUNDRED DOLLARS CDN (\$7,400.00)

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition.
2. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
3. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein.
2. The proposed use of the Consent has been discussed with the Owner and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated at any time after the signing of this Consent until the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

**ADDITIONAL TERMS AND CONDITIONS:**

**SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Owners and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

**SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this 9<sup>th</sup> day of Sep 2021.

2847012 ONTARIO INC

Per: 

Name: ASIF SHEIKH

Title: VP

*I/We Have the Authority to Bind the Corporation*

The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

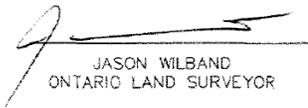
\_\_\_\_\_  
Ed Holder, Mayor

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

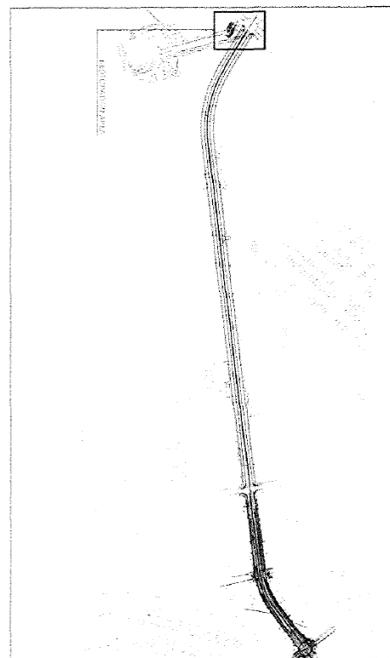
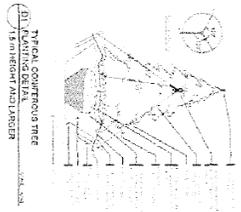
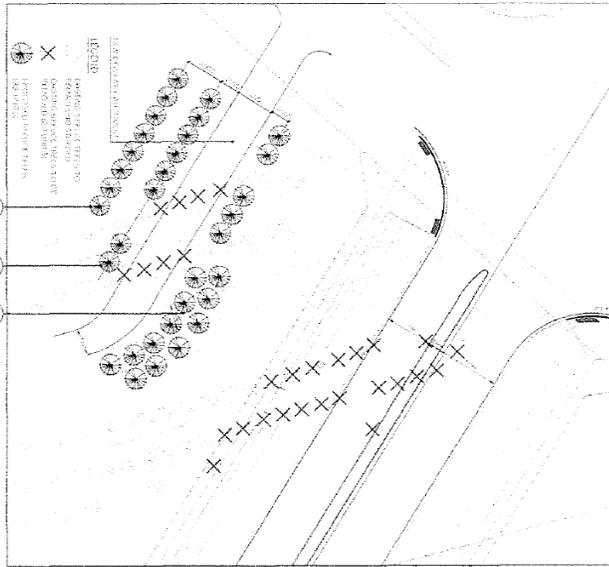




**SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Part 2 Plan 33R-20821  
Continued**

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.			<b>PLAN 33R-20821</b>		
DATE <u>SEPT 15, 2020</u>			RECEIVED AND DEPOSITED DATE <u>SEP 17 2020</u>		
 JASON WILBAND ONTARIO LAND SURVEYOR			<b>M. DIETRICH</b> REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)		
PARTS SCHEDULE:					
PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.03842 Ha. 0.0949 Ac.
2	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.09779 Ha. 0.2416 Ac.
3	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.42251 Ha. 1.0440 Ac.
4	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
5	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
6	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.40343 Ha. 0.9969 Ac.
7	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.19393 Ha. 0.4792 Ac.
8	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
9	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
10	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.08145 Ha. 0.2013 Ac.
11	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.08137 Ha. 0.2011 Ac.
12	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
13	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
14	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.19430 Ha. 0.4801 Ac.
15	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39854 Ha. 0.9848 Ac.
16	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39837 Ha. 0.9844 Ac.
17	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0249	Carman and Alma Cook	0.18971 Ha. 0.4688 Ac.
18	Part of Block 1	Plan 33M-396	Part of P.I.N. 08209-2884	2242907 Ontario Inc.	0.02537 Ha. 0.0627 Ac.
19	Part of Block 5	Plan 33M-396	Part of P.I.N. 08209-2701	Banman Holdings Inc.	0.07178 Ha. 0.1774 Ac.
20	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0104	Cars Canada PHA 3 GPSPE L.L.C.	0.18236 Ha. 0.4506 Ac.
21	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00030 Ha. 0.0007 Ac.
22	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00013 Ha. 0.0003 Ac.

**SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued**



DATE	DESCRIPTION	BY	FOR
2011-01-11	ISSUED FOR PERMIT	JAMES M. WILLIAMS	LANDSCAPE ARCHITECT
2011-01-11	ISSUED FOR PERMIT	JAMES M. WILLIAMS	LANDSCAPE ARCHITECT

**LANDSCAPE CONSTRUCTION NOTES**

1. All construction shall be in accordance with the Ontario Building Code and the Ontario Land Use Act.
2. All construction shall be in accordance with the Ontario Building Code and the Ontario Land Use Act.
3. All construction shall be in accordance with the Ontario Building Code and the Ontario Land Use Act.
4. All construction shall be in accordance with the Ontario Building Code and the Ontario Land Use Act.
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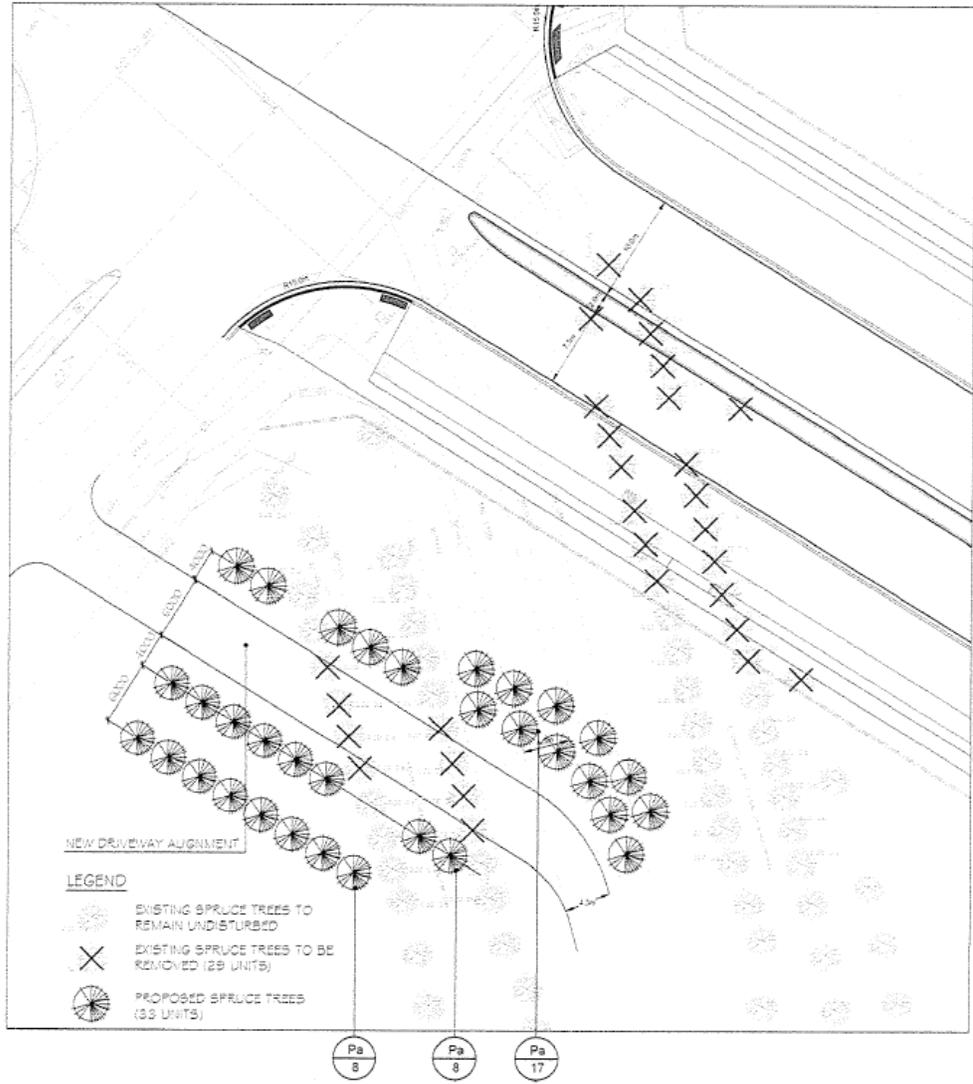
**JAMES M. WILLIAMS**  
LANDSCAPE ARCHITECT

**133 WARWICK AVE ROAD**  
LONDON, ON

**LANDSCAPE PLANNING PLAN**

DATE: 2011-01-11  
SCALE: 1:50  
PROJECT: 133 WARWICK AVE ROAD  
SHEET: LI

SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued



# Appendix A – Source of Financing Report

Appendix "A"  
Confidential  
Revised

#21169  
October 12, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition, 1350 Wharncliffe Road South  
Bradley Avenue Extension Project Phase 2  
(Subledger LD190073)  
Capital Project TS1523-2 - Bradley Ave Extension Jalna to Wharncliffe  
2847012 Ontario Inc

**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	795,463	526,760	0	268,703
Land Acquisition	1,770,000	344,788	497,905	927,307
Construction	750	750	0	0
Utilities	644,000	0	0	644,000
City Related Expenses	893	893	0	0
<b>Total Expenditures</b>	<b>\$3,211,106</b>	<b>\$873,191</b>	<b>\$497,905</b>	<b>\$1,840,010</b>
<b>Sources of Financing</b>				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	3,211,106	873,191	497,905	1,840,010
<b>Total Financing</b>	<b>\$3,211,106</b>	<b>\$873,191</b>	<b>\$497,905</b>	<b>\$1,840,010</b>

**Financial Note:**

Purchase Cost	\$473,550
Add: Legal Fees etc.	9,900
Add: Land Transfer Tax	5,946
Add: HST @13%	62,849
Less: HST Rebate	<u>-54,340</u>
Total Purchase Cost	<u>\$497,905</u>

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

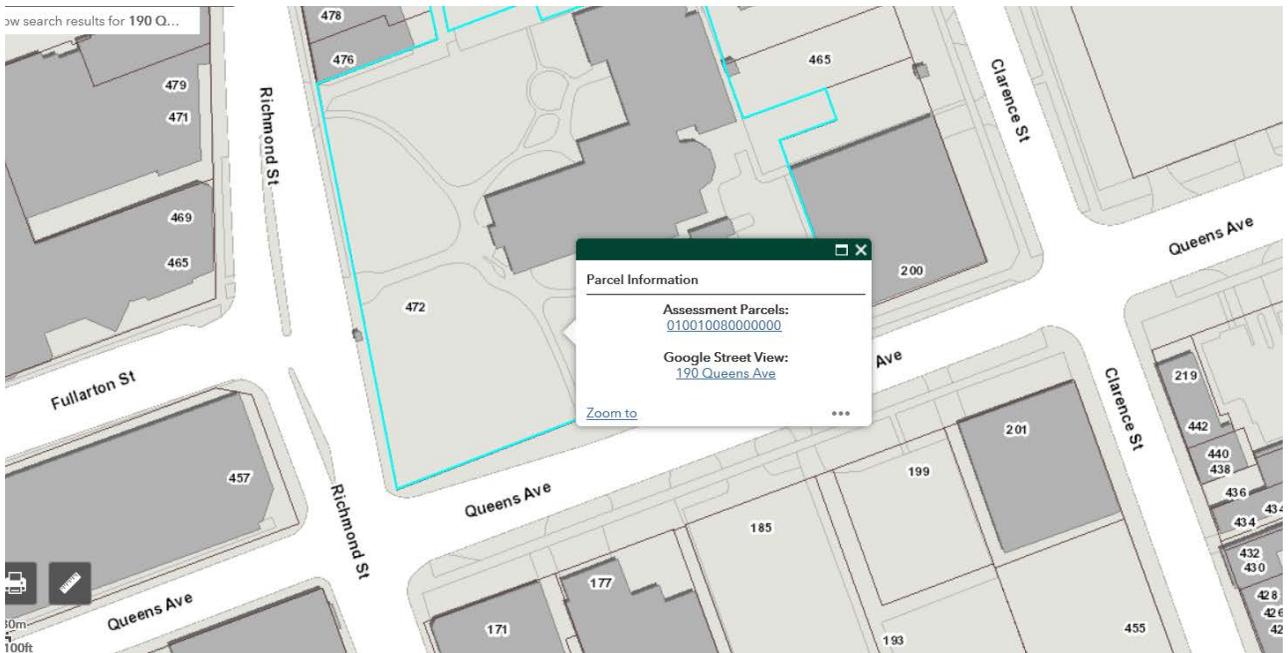
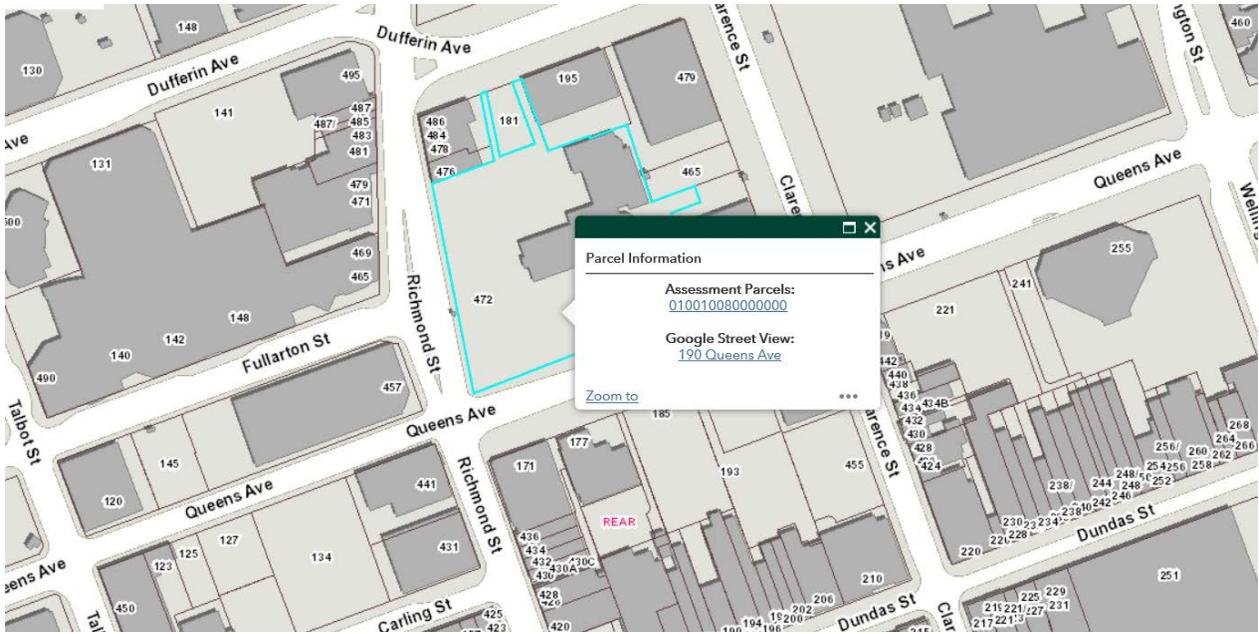


Jason Davies  
Manager of Financial Planning & Policy

HB

# Appendix B – Location Map

190 Queens Avenue & 472 Richmond Street



**Appendix "A"**  
**Confidential**

#21170

October 12, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition, 190 Queens Avenue and 472 Richmond Street  
Downtown Loop and Municipal Infrastructure Improvements  
(Subledger LD200080)  
Capital Project RT1430-7B - Downtown Loop - Land Rapid Transit  
The Incorporated Synod of The Diocese of Huron

**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Budget, but can be accommodated with additional drawdowns from the Land Acquisition Reserve Fund and City Services - Roads Reserve Fund, and that, subject to the approval of the recommendations of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Additional Requirement</b>	<b>Revised Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>
Land Acquisition	1,151,480	547,992	1,699,472	1,151,480	547,992
<b>Total Expenditures</b>	<b>\$1,151,480</b>	<b>\$547,992</b>	<b>\$1,699,472</b>	<b>\$1,151,480</b>	<b>\$547,992</b>
<b>Sources of Financing</b>					
Capital Levy	24,300	0	24,300	24,300	0
Drawdown from Land Acquisition Reserve Fund (Note 1)	68,970	44,387	113,357	68,970	44,387
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2 and 3)	1,058,210	503,605	1,561,815	1,058,210	503,605
<b>Total Financing</b>	<b>\$1,151,480</b>	<b>\$547,992</b>	<b>\$1,699,472</b>	<b>\$1,151,480</b>	<b>\$547,992</b>

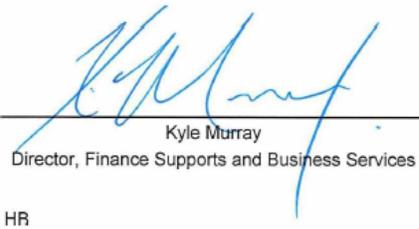
**Financial Note:**

Purchase Cost	\$374,000
Add: Legal Fees etc.	160,500
Add: Land Transfer Tax	4,085
Add: HST @13%	69,485
Less: HST Rebate	-60,078
<b>Total Purchase Cost</b>	<b>\$547,992</b>

**Note 1:** The additional requirement is available as a drawdown from the Land Acquisition Reserve Fund. The uncommitted balance of the reserve fund will be \$12.7M with the inclusion of this project.

**Note 2:** The additional requirement is available as a drawdown from the City Services - Roads Reserve Fund. The uncommitted balance of the reserve fund will be \$5.4M with the inclusion of this project.

**Note 3:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

  
\_\_\_\_\_  
Kyle Murray  
Director, Finance Supports and Business Services

HR

**From:** Susie Dietrich  
**Sent:** Tuesday, November 2, 2021 9:59 AM  
**To:** CPSC <[cpsc@london.ca](mailto:cpsc@london.ca)>  
**Subject:** [EXTERNAL] River Rd Indigenous Winter housing!

Dear Committee Members,

My name is Susie Dietrich and I am a resident on River Road, 500 yards from River Road Golf Course. I write to voice my opposition regarding the proposal to house unsheltered Indigenous individuals at River Road Golf Course this winter, or at any time in the future. How is it possible that you want to isolate the Indigenous homeless again? Sound familiar to the residential schools! They have no access to amenities on River Rd. The news articles say it is a bus route, well I have lived here for over 4 years and it certainly is not a bus route. It also states that there is no residential around this golf course and that is also not true. There are 7 houses East of the golf course and many businesses and homes to the West. How would you councillors feel having 30 homeless people 100, 300 500 yards from your home? Why is the mechanic moving from River Rd to Adelaide? Why because he doesn't want his tools stolen. Are all homeless people bad, not even maybe be we know from what the homeless did to the neighbourhood they where in last year... destruction. I understand these Indigenous/homeless people need our help, why not use the money you have allocated to buying housing or rent motel rooms with hydro and running water and washroom facilities. The golf course has no water from the people that stole all the metals, no kitchen to help feed the people what are you truly thinking??? We have had no police presents here. We have called the police as well as neighbours regarding things being stolen in the area and no one... NO ONE comes! How are we as residents suppose to protect our property? Our property value has just gone down. I moved to this location for the quietness, small neighborhood. I have heard Kevin Dickerson on the news call River Road Golf Course a "remote location" and "that they (the city) plan to move the homeless to an "isolated" location "out of the watchful eye of the community, neighbors, and passersby." Please recognize that there **are** neighbors who live right there. There **is** a community on River Road. The comings and goings of the homeless people will certainly be in our view and under our watchful eyes. They will be living 500 yards from me! The Golf Course used to be the pride of River Rd. The grounds were well kept and tidy. On the weekend in the winter months, it was common to hear families enjoying the toboggan hill behind the Clubhouse. Who is going to tell them that they are no longer welcome to use that "little gem" for family recreation? I fear for everyone's safety on River Rd, including my daughter and grandson. Jody Hall who did the study, did not recommend ISOLATING the Indigenous people, isn't that what the government did many, many years ago to the Indigenous people? Is doing the right thing for the Indigenous (**MY**) people every going to be a priority? I pose these questions for the committee to consider.

Mayor Ed Holder you are so "proud "of this proposal. I wonder if you or any of you on this committee would like to have this homeless setup 500 yards from your front doors? River Road Golf Course is not the solution to your dilemma!

Respectfully,

*Susie Dietrich*

**From:** Molly Young

**Sent:** Friday, November 5, 2021 7:27 AM

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

**Subject:** [EXTERNAL] Re: Homeless camp being put on River Road golf course

I was at your meeting at city hall. Spent \$ 18 to park and the safety concerns of walking on this road were briefly mentioned then shoved aside with the notion that they will be shuttled or taxied back and forth . This is all at taxpayers' expense . Non-profit groups all use taxpayers' money. They will be walking down this road !! This is very unsafe . No sidewalks ,No streetlights, narrow road, No drainage so when it rains or snows only the center of the road can be walked on !! This is a bad idea!! There is no way to mandate that this 30 plus people will not be walking down this road . You cannot lock them in! Drive down this road at night in the dark and see .Drive down this road with the heavy trucks and see . These Councill members think they are doing such great things for the homeless but they need to look out the window, drive down the road where these people will be put and pay attention to the road conditions during the day and at night. I have lived on this road for over 40 years .I know this road . Whoever thinks that the people put at this site will not be on the road are not thinking very far ahead. This meeting was just a formality. The trailers were put there months ago at the golf course. The decision was already made. The concerns of the people that live here are not being represented other than a brief mention. Raymond Young

**From:** Blaise Alleyne  
**Sent:** Wednesday, November 10, 2021 12:23 PM  
**To:** City Clerks <[CityClerks@london.ca](mailto:CityClerks@london.ca)>  
**Subject:** [EXTERNAL] Response to a question on flyer deliveries

Hello,

At the public participation meeting on flyer deliveries on Tues Nov 2, run by the Community and Protective Services Committee, a question was asked of my organization, the Canadian Centre for Bio-Ethical Reform (CCBR), by one of the councillors. However, we were not able to respond because the PPM had already concluded.

The question was about whether or not CCBR respects notices sent to our organization under the trespass act.

CCBR follows the law, and we do not trespass on private property. That includes residences where we have received a legal trespass notice, revoking the implied permission to approach the door under the trespass act. We comply with the law, which includes trespass notices.

Would you please put this on the added agenda for the upcoming Council meeting, and circulate to the councillors?

Regards,  
Blaise Alleyne  
Eastern Outreach Director  
Canadian Centre for Bio-Ethical Reform

**From:** Trent Cleland

**Sent:** Thursday, November 4, 2021 8:19 PM

**To:** Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>

**Subject:** [EXTERNAL] Blackfriars Bridge should not be re-opened to motorized traffic

Dear Mayor Holder and Councilors,

I am writing to you to urge you to keep the Blackfriars Bridge closed to vehicle traffic.

We have seen an explosion in people walking and cycling since the start of the pandemic. As any bike vendor in the city can attest, this is not expected to end any time soon. It is wrong to believe that walking and biking is just leisure. It is not – it is transportation for people who want to help the city reach its climate targets and for people for whom owning a car is simply too expensive. If by keeping the bridge closed, it would encourage more people to walk or bike rather than drive, then that is a worthy in itself.

Car traffic volumes into the downtown core have not increased to 2019 levels and may not in the future. With more people living and working downtown walkability is a priority and keeping bridge dedicated to pedestrians and cyclists enables that.

There is a strong safety justification for keeping the bridge open only to active transportation as well. Normally on a bike route there is space on the shoulder to get away from a car if it gets close to clipping you. There isn't this possibility on the Blackfriars Bridge because of the pedestrian barrier. I wish I could say everyone would be kind to each other but I've been seen way too many accidents and near misses of motorists hitting pedestrians and cyclists to know this is nothing more than wishful thinking. The bridge also cuts through the Thames Valley Parkway and the northern half of the route is not visible, even at the pedestrian crossover. The added convenience of a few minutes for motorists is not worth the risk of someone else's life.

The pedestrian portion of the bridge alone is not adequate to handle two opposing lanes of people walking. It also mistakenly assumes that everyone who uses it can walk. I see plenty of people use their mobility devices and wheelchairs on the "car" side of the bridge during the closure because there simply isn't enough room to maneuver on the wooden side of the bridge. Not every person with a mobility device can drive or has access to a vehicle. The city should be accessible to them just as it is to everyone else.

I do not think there is anything to be gained by re-opening it to vehicle traffic. Yes there is construction as it happens periodically and necessarily. Construction alone is not a sufficient reason to re-introduce cars. Drivers can already get to and from downtown on east west corridors on Queens, Riverside, Stanley, Oxford, and Horton. And none of these routes are that congested. My partner recently had her car detailed at Scotty's Shine shop just this week. Trip times during peak rush hour (8am and 4pm) were 9 and

8 minutes respectively. The same similar trip in the dead of night would be 7 minutes. Again, there is little to be gained by opening to bridge to vehicle traffic but a lot to lose.

There is no significant net benefit to reopening the Blackfriars Bridge to vehicle traffic. It should be dedicated for active transportation (walking/cycling) use only.

I consent to having this added to the public agenda.

Thank you,

Trent Cleland

**From:** Lincoln McCardle

**Sent:** Friday, November 5, 2021 10:47 AM

**To:** Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>

**Cc:** Fyfe-Millar, John <[jfmillar@london.ca](mailto:jfmillar@london.ca)>

**Subject:** [EXTERNAL] Please allow Blackfriars Bridge to remain closed to motor vehicles

Good afternoon,

My name is Lincoln McCardle and I am writing to you today on behalf of my beloved Blackfriars Bridge. I do understand that the restriction to allow only active transportation on this historic span was originally introduced as a temporary COVID-19 physical-distancing measure. So for starters I would simply like to remind you that this pandemic is ongoing, despite all of our wishes to the contrary, and not something to be considered a past event. Like many others I have spent a fair bit of time visiting this area in the last couple of years and have greatly enjoyed the relative quiet and breathtaking views this area offers.

I am fully aware that there will come a time, perhaps even sooner than later, when this bridge may be required to carry vehicular traffic due to construction but today is not that day. For the time being there are plenty of other options for traffic and scant few who want to enjoy nature in the core of our city without competing with vehicles. It is my belief that with the cold weather approaching the required winter maintenance of salt and sand to accommodate cars may once again mean future deck replacements and accelerated corrosion of the metal structure. You don't clean a heritage gem with sandpaper and salt if it can be avoided.

Clearly I am not alone in my sentiments, the Civic Works committee recently recommended that the Blackfriars Bridge stay open only to active transportation and I hope you will consider the well-thought out arguments offered at that time. Additionally, at the time of writing (10:35AM, Friday, Nov. 5th) the petition to "Designate Blackfriars Bridge for active transportation only" has 842 signatures, ([www.change.org/p/city-of-london-designate-blackfriars-bridge-for-active-transportation-only](http://www.change.org/p/city-of-london-designate-blackfriars-bridge-for-active-transportation-only)) which to remind you is more than 12x the number of people that was required to appoint the recent ward 13 Councillor.

In closing, over the past 18 months, it has been demonstrated that this one-way bridge is unnecessary to move traffic into the downtown core. And I suppose I would be remiss if I didn't remind you that our city recently declared a climate emergency- and maybe we should act accordingly? Heritage treasures such as this historic span are a non-renewable resource and any actions we can take, even small temporary ones, can make a big difference long term. Please include this submission on the November 16th, 2021 council agenda and thanks for your time.

Stay warm and all the best,  
Lincoln

**From:** Tyler Smith

**Sent:** Monday, November 8, 2021 7:17 PM

**To:** Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>

**Subject:** [EXTERNAL] Designate Blackfriars Bridge for Active Transportation Only

Dear Mayor Holder and City Councillors,

I invite every single member of council to visit the Blackfriars Bridge in person. If you do, you will see that it has become a quiet oasis in the center of a bustling downtown core. You almost forget you are in the centre of a city with nearly half a million people. Nobody goes to the Oxford Bridge or the Queens Bridge to relax, but they can relax at the Blackfriars Bridge. It is peaceful, serene, and allows residents and tourists to enjoy the natural wildlife of the Thames River. It serves as a gateway to the past which allows people to imagine a time when the bridge was built. Before Blackfriars was a part of London. Before cars or electricity. Back when people used horse and buggy to cross it. And generations of men and women crossed it every day to build up the city of London to turn it into the great city it is today. Adding cars to the bridge makes all of these benefits harder to realize, and some of them are made impossible.

Adding cars to the bridge does not improve the bridge or the natural area or its wildlife. It does not generate wealth. It does not support small local businesses – it encourages people to drive past those businesses. It does not encourage tourism. It does not reduce greenhouse gas emissions or help mitigate the effects of climate change. It does not encourage people to experience nature and appreciate their local history. The quiet residential neighborhoods that surround the bridge do not benefit by adding cars to the bridge.

Adding cars makes to the Blackfriars Bridge takes a beautiful and treasured spot in the heart of downtown and makes it worse. Adding cars would mean increased wear and tear on an already expensive heritage bridge, which would shorten its lifespan. In short order, the city again would be confronted with the decision on whether to bear the cost of saving and restoring a heritage bridge or decommissioning it, and removing it permanently from future generations. The only people who benefit from adding cars are a handful of people - if it may, in fact, actually shorten their commute times. The possible added convenience to the few, does not outweigh the loss to the many that adding cars to bridge would bring. The noise, risk and stress of having drivers cut through two parks, and a pedestrian/cycling pathway diminishes it for every Londoner and every visitor to our city and for this reason should be prevented.

There is no compelling reason for cars to use the Blackfriars Bridge to get downtown when Oxford, Riverside, Stanley, and Horton all exist and function perfectly fine.

I urge you to designate the Blackfriars Bridge for active transportation only and keep cars off.

Please add this letter to the public agenda.

Thank you.

T.W. Munro

**From:** Ashley Yeung

**Sent:** Tuesday, November 9, 2021 6:33 PM

**To:** Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>

**Subject:** [EXTERNAL] For November 16, 2021 City Council Meeting re: Blackfriars Bridge

Dear Mayor Holder and City Councillors,

I invite every single member of council to visit the Blackfriars Bridge in person. If you do, you will see that it has become a quiet oasis in the center of a bustling downtown core. You almost forget you are in the centre of a city with nearly half a million people. Nobody goes to the Oxford Bridge or the Queens Bridge to relax, but they can relax at the Blackfriars Bridge. It is peaceful, serene, and allows residents and tourists to enjoy the natural wildlife of the Thames River. It serves as a gateway to the past which allows people to imagine a time when the bridge was built. Before Blackfriars was a part of London. Before cars or electricity. Back when people used horse and buggy to cross it. And generations of men and women crossed it every day to build up the city of London to turn it into the great city it is today. Adding cars to the bridge makes all of these benefits harder to realize, and some of them are made impossible.

Adding cars to the bridge does not improve the bridge or the natural area or its wildlife. It does not generate wealth. It does not support small local businesses – it encourages people to drive past those businesses. It does not encourage tourism. It does not reduce greenhouse gas emissions or help mitigate the effects of climate change. It does not encourage people to experience nature and appreciate their local history. The quiet residential neighborhoods that surround the bridge do not benefit by adding cars to the bridge.

Adding cars to the Blackfriars Bridge takes a beautiful and treasured spot in the heart of downtown and makes it worse. Adding cars would mean increased wear and tear on an already expensive heritage bridge, which would shorten its lifespan. In short order, the city again would be confronted with the decision on whether to bear the cost of saving and restoring a heritage bridge or decommissioning it, and removing it permanently from future generations. The only people who benefit from adding cars are a handful of people - if it may, in fact, actually shorten their commute times. The possible added convenience to the few, does not outweigh the loss to the many that adding cars to the bridge would bring. The noise, risk and stress of having drivers cut through two parks, and a pedestrian/cycling pathway diminishes it for every Londoner and every visitor to our city and for this reason should be prevented.

There is no compelling reason for cars to use the Blackfriars Bridge to get downtown when Oxford, Riverside, Stanley, and Horton all exist and function perfectly fine.

I urge you to designate the Blackfriars Bridge for active transportation only and keep cars off.

Please add this letter to the public agenda.

Thank you,

Ashley Yeung

**From:** Harold Payne  
**Sent:** Tuesday, November 9, 2021 9:13 PM  
**To:** Council Agenda <[councilagenda@london.ca](mailto:councilagenda@london.ca)>  
**Subject:** [EXTERNAL] Blackfriars Bridge should be for active transportation

To whom it may concern:

I urge council to designate the Blackfriars Bridge for active transportation only.

The Blackfriars Bridge has undergone countless major and minor repairs before the recent restoration. Throughout, the goal has always been to preserve the bridge because it is a historic landmark. If the goal was truly about moving as many cars as possible it would have been demolished a long time ago and replaced with a four lane eastbound-westbound bridge like we have on Oxford. Luckily it doesn't really connect in any meaningful way to any arterial roads or points of interest. It connects two quiet residential neighborhoods.

The eastern portion of the bridge is not safe for cyclists, pedestrians or people with mobility devices if cars are put back on the bridge. I am old enough to remember the plaque put up on that side of the bridge that described the bridge's history. It did not stay up long before being taken out by a vehicle crashing into it. Moreover, part of the rationale for eliminating westbound traffic on the east side of the bridge was because if struck by a car going down that steep incline on Ridout, it would cause catastrophic damage to the bridge, which would mean even more risk to everyone and more hefty repair bills.

I have lived in Ward 13 for all of my adult life. My primary way of getting around the city is by car. But even I see there is absolutely no point in opening up the Blackfriars Bridge to motorized traffic. It has perpetually been a square peg in a round hole problem. During my time in the city they have tried: alternating east and westbound traffic, two lanes of traffic simultaneously, and now this current one way eastbound system. Every single configuration has baffled thousands of drivers over the years going the wrong way, with people cursing at each other that traffic actually goes two ways or one way.

If you open up the bridge to cars, be prepared for more accidents. Even during the brief period it has been open to eastbound traffic only, I have seen cars going westbound despite all the wrong way signs they see along their way. In 2019 a car crashed into the Society Café and then careened into a house on Blackfriars St. One ways encourage more speeding and careless driving.

I also have to wonder, what is the plan for when a car goes the wrong way when a car travelling eastbound is already on the bridge? Are they just going to scratch each other and scrape by and hope for the best? Unlike other one-way streets in the city, there really aren't any opportunities for someone to pull to the side and correct course. I guess if you're a cyclist you're doubly out of luck in this scenario. The current plan appears to be: pray it doesn't happen. I don't have much faith in blind prayers.

People who clamor that the bridge must be open to accommodate current traffic congestion clearly have a woefully short memory. Back when it was devoted to two lane motorized traffic, it was frequently shut down completely every year or two for weeks of repairs. You had to accommodate for it and plan around it. I have more memories as a driver of it being out of commission than actually in service. Enough is enough, retire the bridge and dedicate it to walking and cycling only.

I consent to adding this letter to the public agenda.

Yours very truly,  
Harold Payne

**From:** Molly Miksa  
**Sent:** Monday, November 15, 2021 10:45 AM  
**To:** Lysynski, Heather <[hlysynsk@London.ca](mailto:hlysynsk@London.ca)>  
**Subject:** Re: [EXTERNAL] Keep Blackfriars Bridge car free

Dear City Council,

London Cycle Link is a member-supported not-for-profit organization dedicated to helping Londoners ride their bikes more. We envision a healthy, vibrant London where it's safe and convenient for everyone to ride bikes, and by extension to use all forms of active transportation.

At the Nov.16 council meeting you will be asked to vote on a motion to **leave Blackfriars Bridge closed to motor vehicles**. London Cycle Link fully supports this motion, from the perspectives of promoting healthy lifestyles, preserving local heritage, and protecting the environment.

The stated reason for closing the bridge to cars and trucks at the beginning of the pandemic still applies: by increasing space for cyclists and pedestrians, the city is promoting safe active transportation. Currently, more cyclists are using the bridge because they don't fear being passed by rushing vehicles in close proximity. With multi-lane bridges immediately to the north (Oxford) and south (Kensington), the Blackfriars Bridge is not essential for motorists in the area to cross the Thames River. For cyclists and pedestrians however, the bridge is an important connection on the Thames Valley Parkway.



*This photograph from the Nov.7 ride to support keeping the bridge car free, shows what Blackfriars Bridge looks like currently, as an active transportation destination and connection point.*

The bridge is a crucial part of our heritage, and precedes the invention of automobiles. When we see the bridge being closed every few years for repairs, we know that it is literally being asked to bear a burden for which it was not built. Heavy cars and trucks rumbling across the span of our heritage bridge hasten its decline. By limiting bridge traffic to cyclists and pedestrians, we will preserve an important connection to our past.

Finally, it cannot be overstated that we are living in what council itself has declared a climate emergency. Encouraging active transportation, and subsequently discouraging the need for car use, benefits everyone.

As this initiative supports a vision of London as a healthy, vibrant city where cycling—and walking dogs, driving mobility scooters, pushing strollers, jogging, or stopping to watch the river flow—is safe and convenient for all, London Cycle Link asks that **Council approve the recommendation to keep Blackfriars Bridge car free.**

Sincerely,

Molly Miksa

Executive Director

Dear Council colleagues,

I would like to move the following amendment to the CWC committee recommendation for Item 4.1, Initiation of the Mobility Master Plan Development:

That staff BE DIRECTED to add "Efficiency" to the list of guiding principles for the development of the Mobility Master Plan.

Although we are adding wonderful new dimensions, I believe that the efficiency of our transportation system is the most common day-to-day experience of those who use it and needs to remain top of mind.

Sincerely,

Michael van Holst

**From:**

**Date:** November 8, 2021 at 11:47:58 AM EST

**To:** "Fyfe-Millar, John" <[jfmillar@london.ca](mailto:jfmillar@london.ca)>, "Saunders, Cathy" <[csaunder@london.ca](mailto:csaunder@london.ca)>, "Morgan, Josh" <[joshmorgan@london.ca](mailto:joshmorgan@london.ca)>

**Subject:** [EXTERNAL] Re: 560/562 Wellington Street

Dear Councillor Fyfe-Millar,

Congratulations on your appointment to Council. However, I am disappointed at the process in which you were chosen because the process was undemocratic.

I am writing to tell you to reject the development at 560 and 562 Wellington St. Your absence at the public participation meeting was noted and it is inferred that you intend to vote in favour of this development. You can vote in favour if you wish but you will be held to account by residents who perceive this development as inappropriate and a distortion of what is considered good planning principles at this location.

Even further, it is seen as a 'nudge nudge wink wink' agreement with Auburn Development who just finished a land swap in North London with Councillor Josh Morgan. In a CTV interview last Friday with Councillor Morgan that very sentiment was raised by the reporter who asked Councillor Morgan whether he owed Auburn a 'favour'. He wouldn't have asked that question if it wasn't already out there. Think about that for one moment.

Councillor Morgan self-righteously stated that he won't even consider the development without a significant concession by Auburn Development for a 30% reduction in rental fees which Councillor Morgan believes is affordable housing.

It is insulting to even suggest that a 30% reduction in a luxury rental fee is even remotely affordable to any person riddled with anxiety about where they are going to live once they receive an eviction notice. If you think residents living in the core whose neighbours are people living in doorways and tolerate waves of petty crime from desperate addicts are going to accept a superficial agreement to approve this development in exchange for a pittance of unaffordable units, then you don't understand just how frustrated residents have become with a council that makes decisions on a whim and throws established good planning principles out the door.

Finally, this development triggered the Victoria Park Secondary Plan in which residents participated in good faith. That process was delayed because of the outbreak of the Covid virus. Auburn is jumping ahead of that process and it is disrespectful to residents. That alone should be enough reason to say no to the proposal next week.

Sincerely,

AnnaMaria Valastro

CC: Council Members, Residents of Ward 13

November 9, 2021

The Mayor and Members of Council:

**Re: Clause 3.7 – 18<sup>th</sup> Report of the Planning and Environment Committee – 560 and 562 Wellington Street (OZ-8462)**

The undersigned is seeking support to amend clause 3.7 of the 18th Report of the Planning and Environment Committee, with respect to the property known as 560 and 562 Wellington Street by adding revised by-laws containing a Bonus provision to require the applicant to ensure that some level of affordable housing will be provided for in the development.

I am therefore seeking support of the following amendments to parts a) and b) of the clause:

That, based on the application of 560 Wellington Holdings Inc., relating to the property located at 560 and 562 Wellington Street:

a) the proposed attached revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend the Official Plan (1989) to change the designation FROM a Low Density Residential designation TO a Multi-Family, High Density Residential Designation, and to ADD a Specific Area Policy in Chapter 10 – Policies for Specific Areas to permit an increased height of 17 storeys (61 m); an increase density of 807 units per hectare; a limited range of commercial uses in the Multi-Family, High Density Residential designation and the provision of affordable housing units implemented through a Bonus Zone;

b) the proposed attached revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Office (OF1) Zone, TO a holding Residential R10 Special Provision Bonus (h-5\*R10-5( )\*B ( )\*H12) Zone; it being noted that the Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of a mixed-use apartment building with a maximum height of 17 storeys (61 m), and a maximum density of 807 units per hectare, which generally implements the Site Plan and Elevations attached as Schedule “1” to the amending by-law and provides for affordable housing as follows:

- A total of twelve affordable residential rental units; with seven units to be provided within the development at 560 and 562 Wellington Street, and five units to be provided in existing inventory upon the completion of site plan approval;
- Rents not exceeding 70% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;

- The duration of affordability shall be set at 25 years from the point of initial occupancy of all affordable units.

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

- the staff presentation;
- a communication from AM. Valastro, by e-mail;
- a communication dated October 28, 2021, from S. Stapleton, Vice President, Auburn Developments;
- a communication dated October 28, 2021, from H. Handy, Senior Associate and K. Muir, Senior Planner, GSP Group;
- a communication dated October 28, 2021, from K. McKeating, President, Architectural Conservancy Ontario – London Region; and,
- a communication dated October 25, 2021, from G. Bruzas, CEO, THINQ Technologies Ltd.;

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

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

- the proposed development is consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations, while conserving significant heritage resources;
- the proposed development conforms to the Official Plan (1989).

Respectfully submitted,



Shawn Lewis  
Councillor, Ward 2

Bill No. (number to be inserted by  
Clerk's Office)  
2021

By-law No. ~~C.P.-1284~~

A by-law to amend the Official Plan for  
the City of London, 1989 relating to 560  
and 562 Wellington Street.

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

1. Amendment No. # to the Official Plan for the City of London Planning  
Area – 1989, as contained in the text attached hereto and forming part of this by-law, is  
adopted.
2. The Amendment shall come into effect in accordance with subsection  
17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on November 16, 2021.

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Ed Holder, Mayor

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Catherin Saunders, City Clerk

First Reading – November 16, 2021

Second Reading – November 16, 2021 Third Reading – November 16, 2021

## AMENDMENT NO.

### to the OFFICIAL PLAN FOR THE CITY OF LONDON

#### A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To change the designation of 560 and 562 Wellington Street from Low Density Residential to Multi-Family, High Density Residential on Schedule “A”, Land Use, to the *Official Plan (1989)* for the City of London.
2. To add a policy to Section 10.1.3 of the *Official Plan (1989)* for the City of London to permit an increased height of 17 storeys (61m), an increased density of 807 units per hectare, and a limited range of commercial uses in the Multi-Family, High Density Residential designation.

#### B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 560 and 562 Wellington Street in the City of London.

#### C. BASIS OF THE AMENDMENT

The site specific amendment allows for a mixed-use apartment building with a greater height of 17 storeys (61m), an overall density of 807 units per hectare, and a limited range of convenience and service commercial uses in the Multi-Family, High Density Residential designation. The increase in height and density and additional permitted uses is consistent with the Provincial Policy Statement, 2020, the *Official Plan (1989)*, is appropriate for the site and compatible with the surrounding neighbourhood.

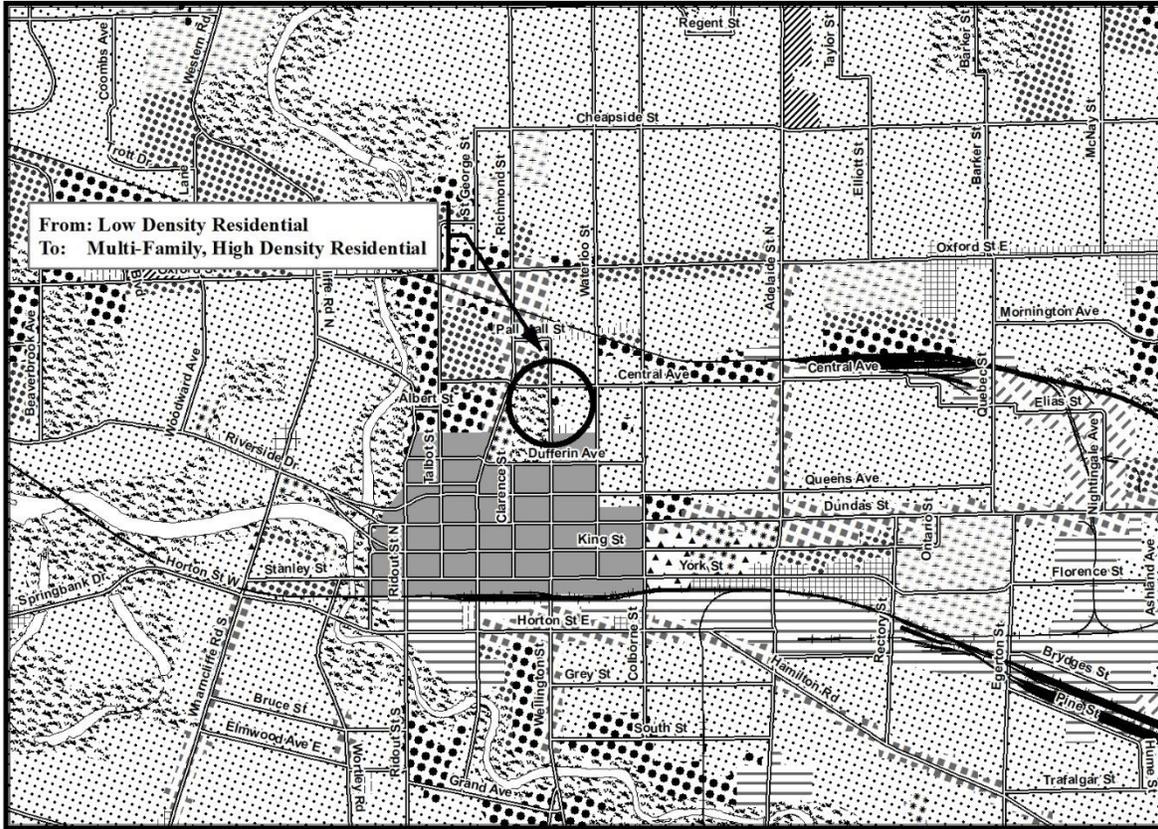
#### D. THE AMENDMENT

The *Official Plan (1989)* for the City of London is hereby amended as follows:

1. Schedule “A”, Land Use to the *Official Plan (1989)* for the City of London is amended by designating those lands located at 560 and 562 Wellington Street in the City of London, as indicated on “Schedule 1” attached hereto from Low Density Residential to Multi-Family, High Density Residential.
2. Section 10.1.3 – Policies for Specific Areas of the *Official Plan* for the City of London is amended by adding the following:

## 560 and 562 Wellington Street

A mixed-use apartment building with a maximum density of 807 units per hectare, a maximum height of 17 storeys (61m) with small-scale convenience and service commercial uses, may be permitted, to be implemented through a bonus zone that provides affordable housing.

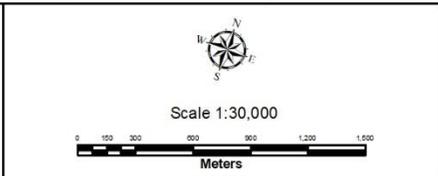


**Legend**

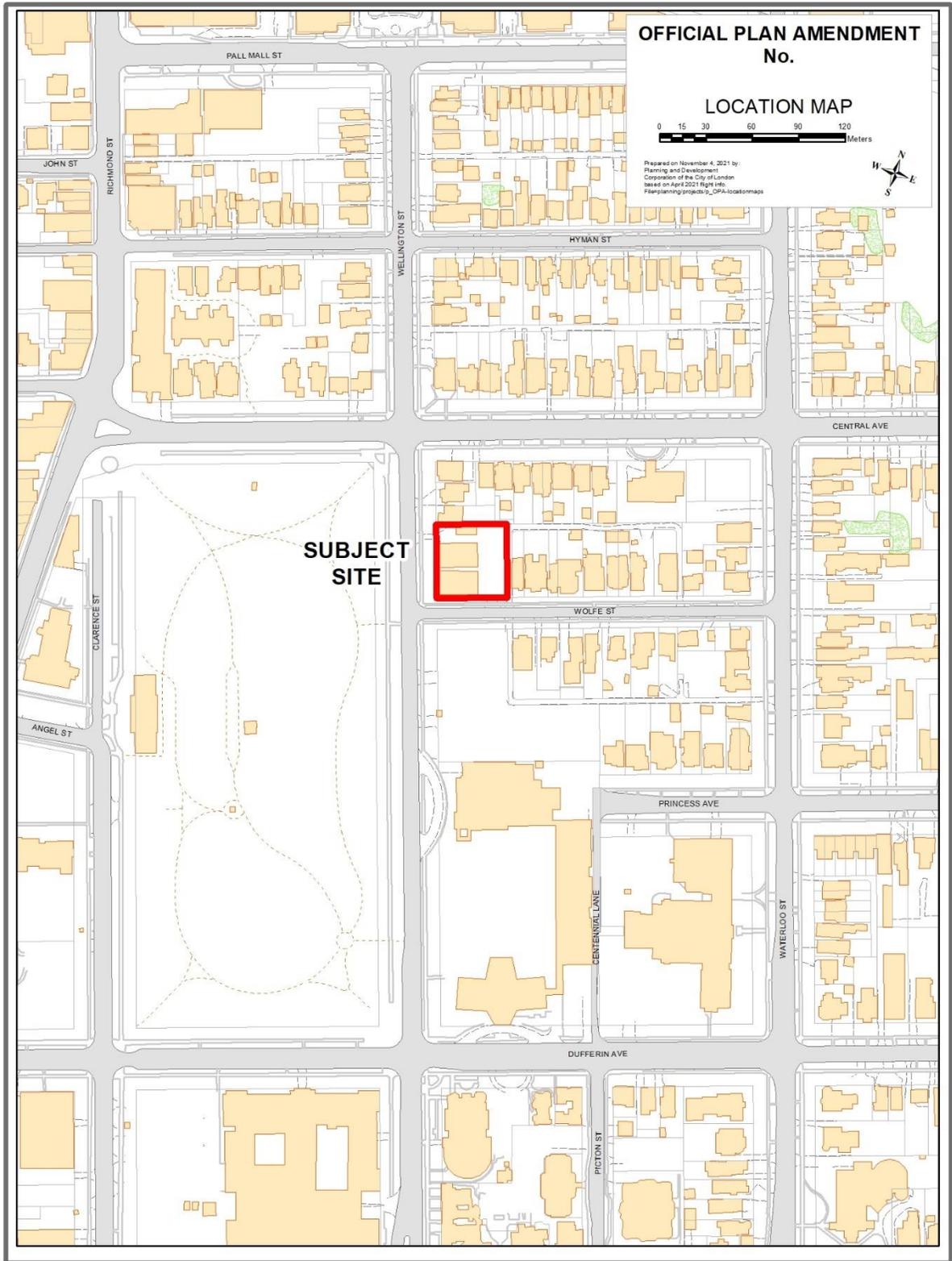
- |   |  |                         |
|---|--|-------------------------|
| Downtown                                      | Multi-Family, Medium Density Residential | Office Business Park    |
| Wonderland Road Community Enterprise Corridor | Low Density Residential                  | General Industrial      |
| Enclosed Regional Commercial Node             | Office Area                              | Light Industrial        |
| New Format Regional Commercial Node           | Office/Residential                       | Commercial Industrial   |
| Community Commercial Node                     | Regional Facility                        | Transitional Industrial |
| Neighbourhood Commercial Node                 | Community Facility                       | Rural Settlement        |
| Main Street Commercial Corridor               | Open Space                               | Environmental Review    |
| Auto-Oriented Commercial Corridor             | Urban Reserve - Community Growth         | Agriculture             |
| Multi-Family, High Density Residential        | Urban Reserve - Industrial Growth        | Urban Growth Boundary   |

*This is an excerpt from the Planning Division's working consolidation of Schedule A to the City of London Official Plan, with added notations.*

**SCHEDULE 1  
TO  
OFFICIAL PLAN**  
AMENDMENT NO. \_\_\_\_\_  
PREPARED BY: Graphics and Information Services



FILE NUMBER: OZ-8462  
PLANNER: SW  
TECHNICIAN: MB  
DATE: 2021/11/04



## Appendix B

Clerk's Office)

Bill No.(number to be inserted by

2021

By-law No. Z.-1-21\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 560 and 562 Wellington Street.

WHEREAS 560 Wellington Holdings Inc. has applied to rezone an area of land located at 560 and 562 Wellington Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 560 and 562 Wellington Street, as shown on the attached map comprising part of Key Map No. A107, from an Office (OF1) Zone to a holding Residential R10 Special Provision Bonus (h-5\*R10-5( )\*B-( )\*H12) Zone.
- 2) Section Number 4.3 of the General Provisions is amended by adding the following Special Provision:

4.3.4 ( ) B-( )            560 and 562 Wellington Street

The Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of a mixed-use apartment building with a maximum height of 17 storeys (61m), and a maximum density of 807 units per hectare, which generally implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law and provides for affordable housing.

- i) The provision of affordable housing shall consist of:
  - A total of twelve affordable residential rental units; with seven units to be provided within the development at 560 and 562 Wellington Street, and five units to be provided in existing inventory upon the completion of site plan approval;
  - Rents not exceeding 70% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
  - The duration of affordability shall be set at 25 years from the point of initial occupancy of all affordable units.

The following special regulations apply within the bonus zone:

a)	Regulations	
	i) Front and Exterior Side Yard Depth (Minimum)	0m (0 ft)
	ii) Rear and Interior Side Yard Depth (Minimum)	0m (0 ft)
	iii) Landscape Open Space (Minimum)	0%
	iv) Lot Coverage (Maximum)	95%
	v) Height (Maximum)	17 storeys or 61m (200 ft) whichever is less
	vi) Density (Maximum)	807 Units Per Hectare
	vii) Parking Area Setback (Minimum)	0m (0 ft)
	viii) Floor Area Ratio (Maximum)	10:1
	ix) Tower setback above 4 <sup>th</sup> storey (Minimum)	3m (9.8 ft)

3) Section Number 14.4 of the Residential R10 Zone is amended by adding the following Special Provision:

R10-5( )	560 and 562 Wellington Street
a)	Additional Permitted Uses
	i) Art galleries
	ii) Bake shops
	iii) Convenience stores
	iv) Dry cleaning and laundry depots
	v) Financial institutions
	vi) Personal service establishments
	vii) Florist shop
	viii) Small-scale grocery store
	ix) Food store
	x) Restaurants

- xi) Retail stores
  - xii) Studios
  - xiii) Video rental establishments
- b) Regulations:
- i) Gross Floor Area for additional permitted uses (Maximum) 300m<sup>2</sup> (3,229 sq ft)
  - ii) Height 12m (Maximum) (39.4 ft)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on November 16, 2021.

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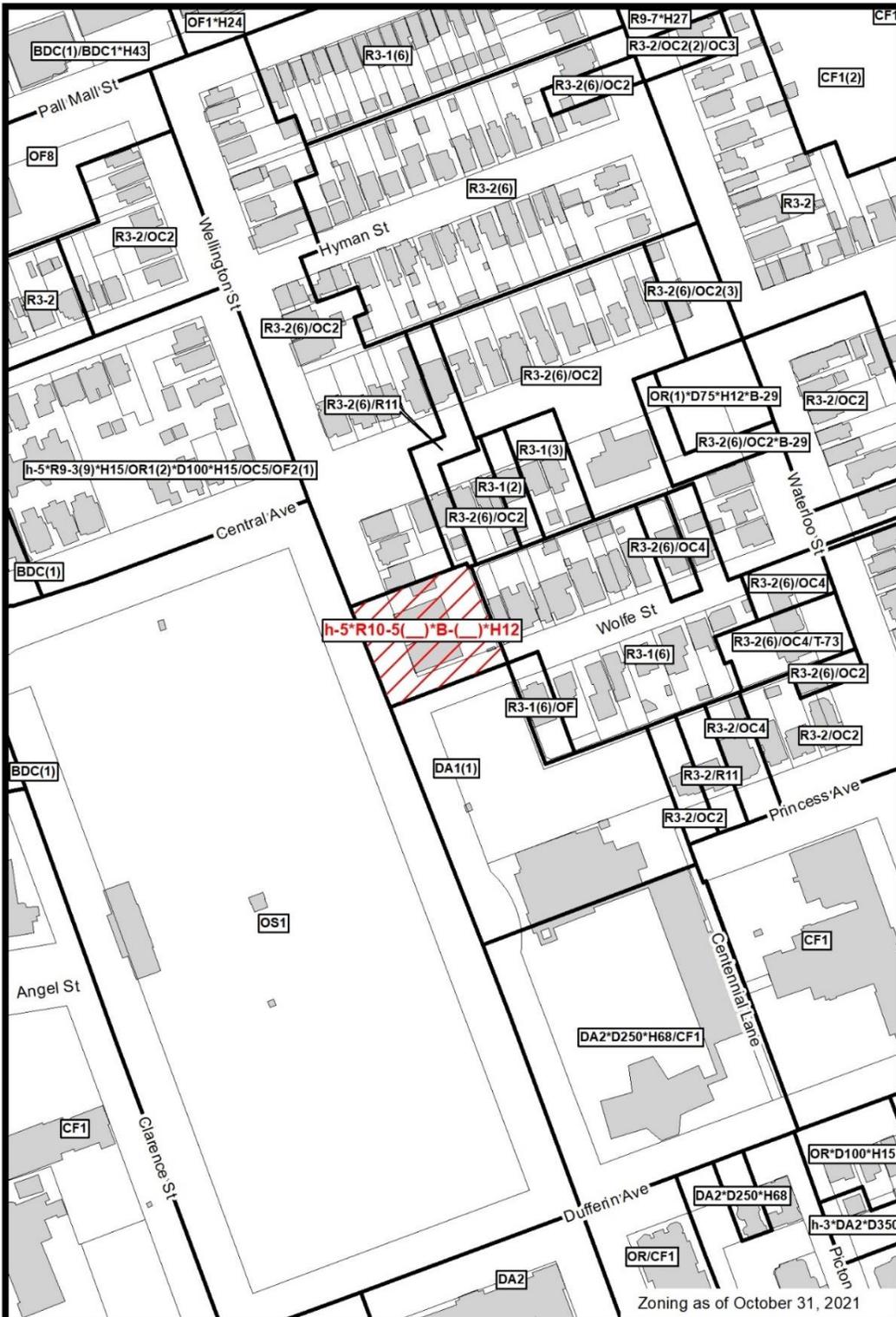
Ed Holder, Mayor

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Catharine Saunders, City Clerk

First Reading – November 16, 2021  
 Second Reading – November 16, 2021  
 Third Reading – November 16, 2021

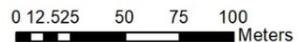
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



File Number: OZ-8462  
 Planner: SW  
 Date Prepared: 2021/11/04  
 Technician: MB  
 By-Law No: Z-1-

SUBJECT SITE 

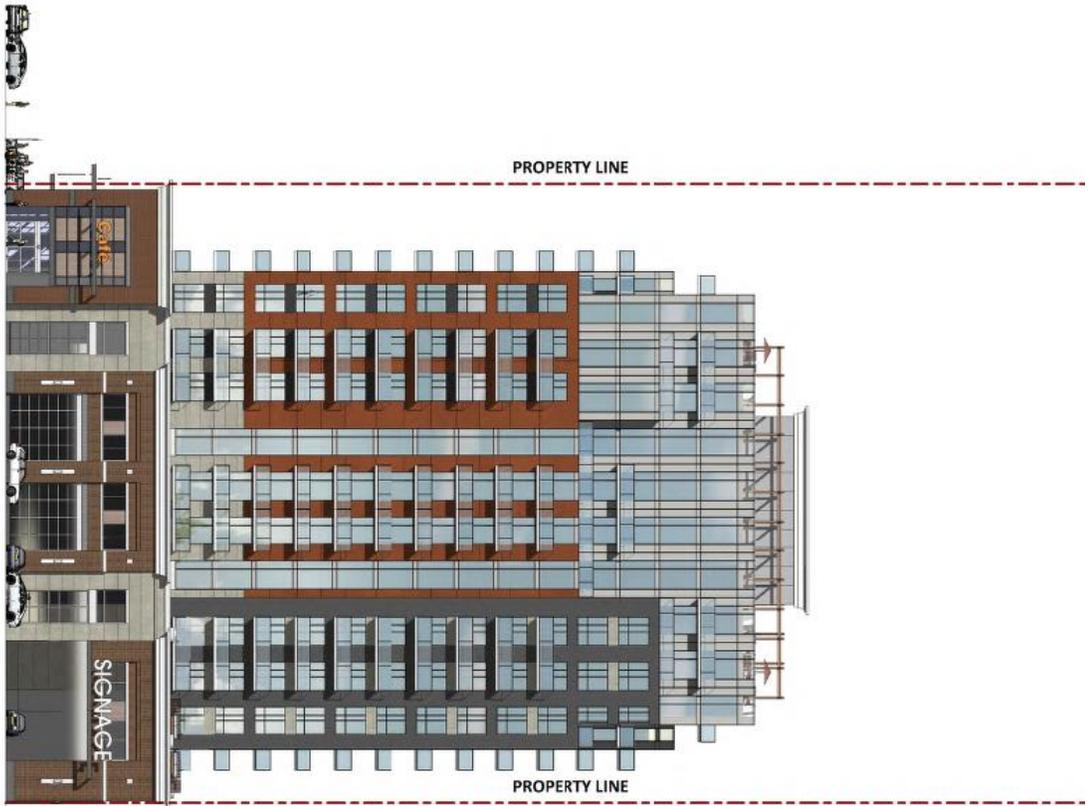
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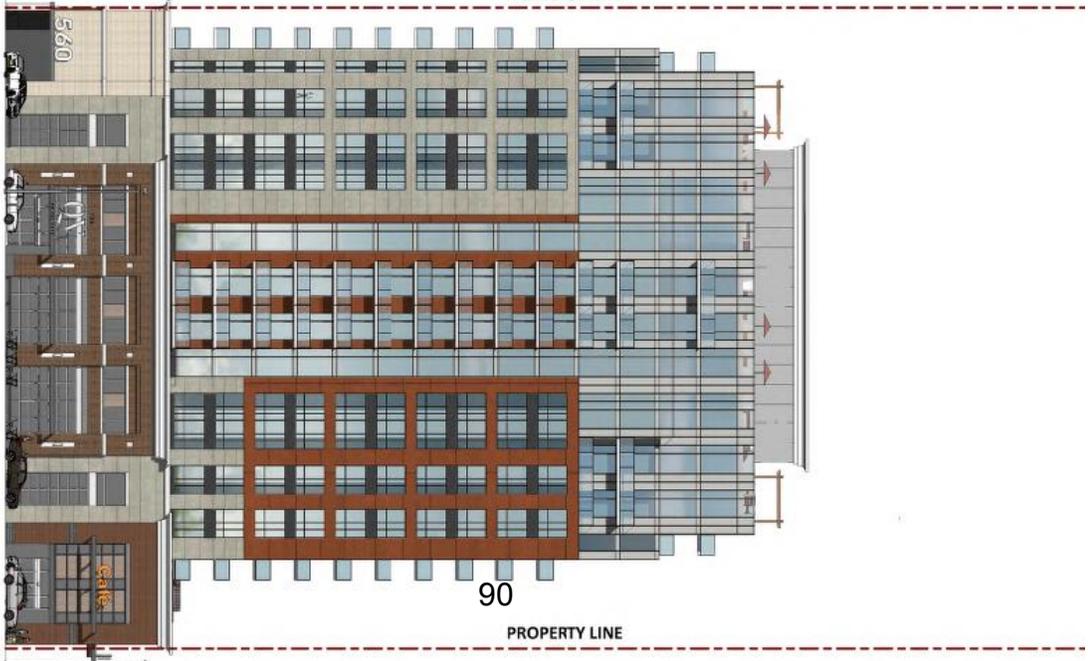
WELLINGTON STREET

1 South Elevation - 17 Storey  
1 : 200



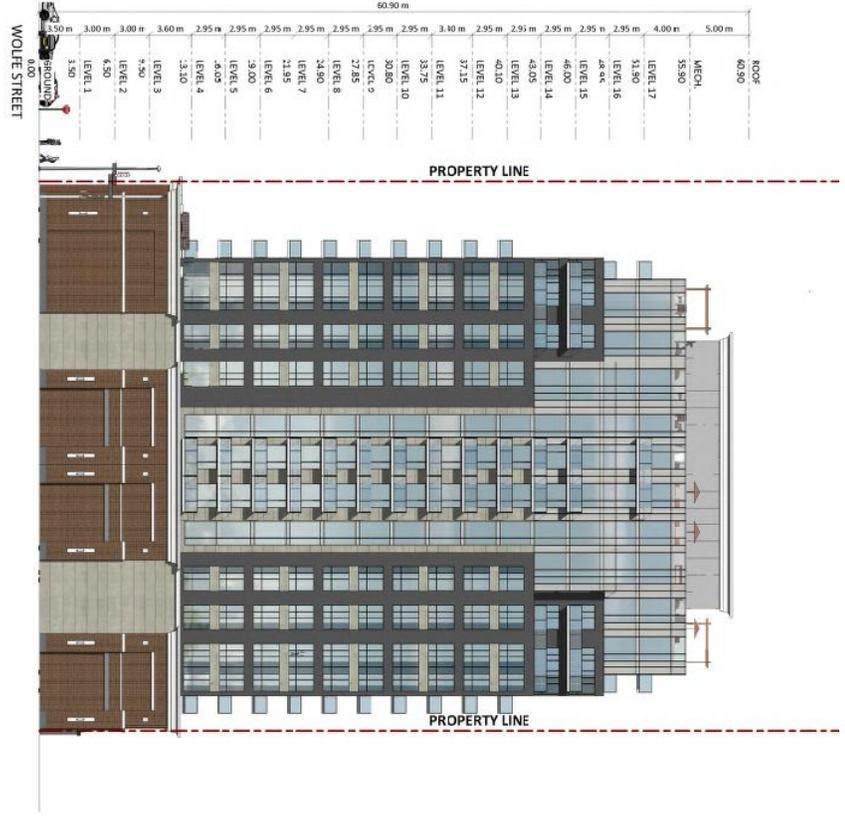
ROOF	60.90	5.00 m	
MECH.	53.90	4.00 m	
LEVEL 17	51.90	2.95 m	
LEVEL 16	48.00	2.95 m	
MECH.	41.05	2.95 m	
LEVEL 15	40.10	2.95 m	
LEVEL 14	37.15	3.00 m	
LEVEL 13	33.75	2.95 m	
LEVEL 12	30.80	2.95 m	
LEVEL 11	27.85	2.95 m	
LEVEL 10	24.90	2.95 m	
LEVEL 9	21.95	2.95 m	
LEVEL 8	19.00	2.95 m	
LEVEL 7	18.05	2.95 m	
LEVEL 6	15.10	3.00 m	
LEVEL 5	12.15	3.00 m	
LEVEL 4	9.20	3.00 m	
LEVEL 3	6.25	3.00 m	
LEVEL 2	3.30	3.00 m	
LEVEL 1	0.35	3.50 m	
GROUND	0.00		

2 West Elevation - 17 Storey  
1 : 200

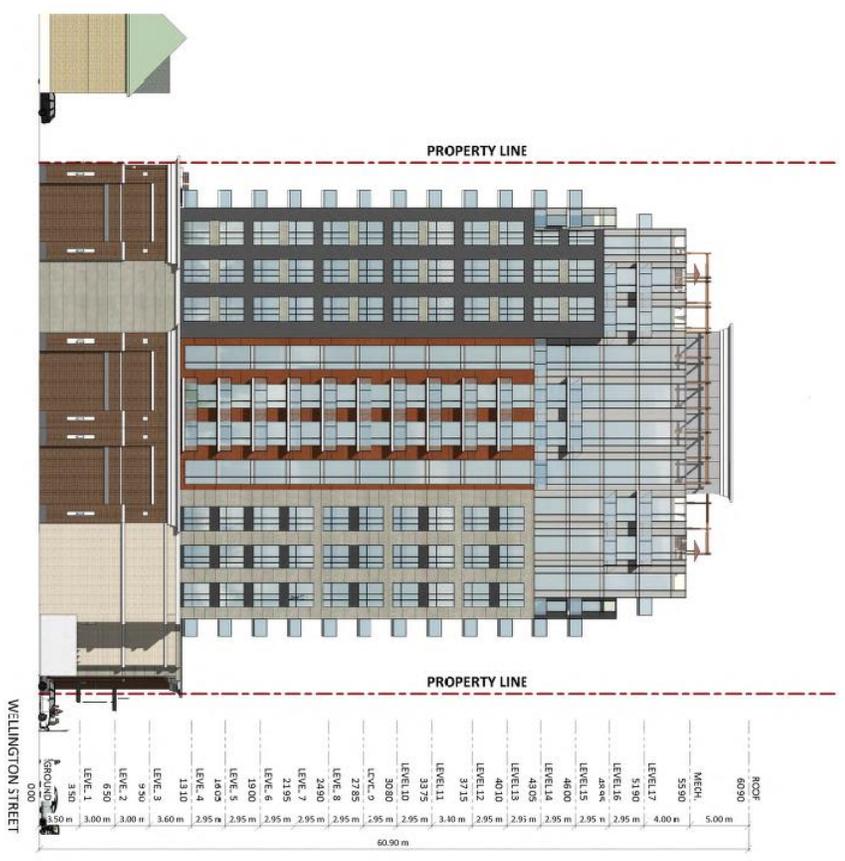


ROOF	60.90	5.00 m	
MECH.	53.90	4.00 m	
LEVEL 17	51.90	2.95 m	
LEVEL 16	48.00	2.95 m	
MECH.	41.05	2.95 m	
LEVEL 15	40.10	2.95 m	
LEVEL 14	37.15	3.00 m	
LEVEL 13	33.75	2.95 m	
LEVEL 12	30.80	2.95 m	
LEVEL 11	27.85	2.95 m	
LEVEL 10	24.90	2.95 m	
LEVEL 9	21.95	2.95 m	
LEVEL 8	19.00	2.95 m	
LEVEL 7	18.05	2.95 m	
LEVEL 6	15.10	3.00 m	
LEVEL 5	12.15	3.00 m	
LEVEL 4	9.20	3.00 m	
LEVEL 3	6.25	3.00 m	
LEVEL 2	3.30	3.00 m	
LEVEL 1	0.35	3.50 m	
GROUND	0.00		

1 East Elevation 17 Storey  
1:200



2 North Elevation 17 Storey  
1:200



# Community and Protective Services Committee

## Report

15th Meeting of the Community and Protective Services Committee  
November 2, 2021

**PRESENT:** Councillors J. Helmer (Chair), S. Lewis, M. Salih, J. Fyfe-Millar, S. Hillier, Mayor E. Holder

**ALSO PRESENT:** Councillor M. Cassidy; J. Bunn, M. Schulthess and J. Taylor

Remote Attendance: Councillors A. Hopkins and M. van Holst, R. Armistead, C. Cooper, S. Corman, J. Davison, K. Dickins, S. Dunleavy, O. Katolyk, G. Kotsifas, D. Kramer, L. Livingstone, L. Marshall, P. Masse, J.P. McGonigle, D. O'Brien, C. Smith, G. Smith, M. Somide, T. Wellhauser and B. Westlake-Power

The meeting was called to order at 4:02 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. Salih and S. Hillier

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That Items 2.1, 2.2, 2.3, 2.4, 2.6 and 2.7 BE APPROVED.

Yeas: (5): J. Helmer, S. Lewis, M. Salih, J. Fyfe-Millar, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 Facility Accessibility Design Standards

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Finance Supports, the updated 2021 Facility Accessibility Design Standards document, as appended to the staff report dated November 2, 2021, BE ADOPTED; it being noted that the accessibility design standards apply to newly constructed and/or renovated facilities owned, leased or operated by the City of London. (2021-A22)

**Motion Passed**

#### 2.2 Emergency Public Mass Emergency Notification System - Single Source Procurement (SS21-38)

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the following actions be taken, with respect to the staff report

dated November 2, 2021, related to a single source procurement for an Emergency Public Mass Emergency Notification System:

- a) a purchase of service agreement BE AWARDED to Everbridge, Inc., as a single source procurement for a mass emergency notification system, at a cost of \$77,000 (plus HST) per year for a five (5) year period, beginning December 20th, 2021 to December 19th, 2026; it being noted that this is in accordance with section 14.4 (d) and 14.4 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,
- c) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory terms and conditions with Everbridge, Inc., to the satisfaction of the City Manager. (2021-P03)

**Motion Passed**

### 2.3 2021 Annual Emergency Management Program Update

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, the following actions be taken with respect to the staff report dated November 2, 2021, related to the 2021 Annual Emergency Management Program Update:

- a) the revised attached proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on November 16th, 2021 to:
  - i) adopt Schedule "A", being the City of London Emergency Response Plan, as appended to the above-noted staff report; and,
  - ii) repeal By-law No. A.-7657(c)-2;
- b) the above-noted staff report BE RECEIVED. (2021-P03)

**Motion Passed**

### 2.4 London Symphonia Stewardship of the Former Orchestra London Music Library

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, substantially in the form appended to the staff report dated November 2, 2021, and to the satisfaction of the City Solicitor, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021, to:

- a) approve the Stewardship Agreement, as appended to the above-noted by-law, between the City of London and London Symphonia, for its exclusive use and custody of the City's Music Library, for the benefit of Londoners and the regional community; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Stewardship Agreement. (2021-R02)

**Motion Passed**

2.6 Authorization and Delegations to Advance Urgent Housing Projects

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager Planning and Economic Development, the proposed by-law, as appended to the staff report dated November 2, 2021, BE INTRODUCED at the Municipal Council Meeting to be held on November 16, 2021, to:

- a) approve the standard form “Rapid Housing Initiative (RHI) Agreement”, as appended to the above-noted by-law, to be completed in accordance with Round 2 of the RHI program between Canada Mortgage and Housing Corporation (CMHC) and The Corporation of the City of London;
- b) delegate the duties of the City as Recipient to the Round 2 “Rapid Housing Initiative (RHI) Agreement”, related to project plans, administration, development approvals, program and project management, oversight and progress attestation requirements noted within the CMHC Agreements, to Housing Development Corporation, London (HDC) as agent for the City; and,
- c) authorize and delegate the Deputy City Manager Planning and Economic Development to execute any such agreements, amendments or similar such program agreements that may be required by CMHC under Round 2 RHI or similar such CMHC capital investment funding programs and agreements that may be required to advance the City’s identified Urgent Housing with Supports projects; it being noted that these agreements are within approved budgets and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London. (2021-S11)

**Motion Passed**

2.7 Back to Business By-law Extension

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Environment and Infrastructure, the Deputy City Managers and designates BE DELEGATED authority in regulations related to business supportive actions including business application and permit processing procedures until January 15, 2023 in the following By-laws: Business Licence By-law, Streets By-law, Traffic and Parking By-law, Sign By-law, Parks and Recreation By-law, Sound By-law, Building By-law and Council Policy By-law. (2021-S08/S12)

**Motion Passed**

2.5 (REVISED REPORT) The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43)

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated November 2, 2021, related to The City of London 2021-

22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43):

- a) the above-noted staff report BE ENDORSED;
- b) a funding increase extension to the existing Municipal Purchase of Service agreements, at a total estimated increase of \$1,685,000.00 (excluding HST), for the period of December 1, 2021, to March 31, 2022, to administer the City of London 2021-2022 Winter Response Program, as per The Corporation of the City of London Procurement Policy, Section 20.3.a.ii, BE APPROVED to the following existing agreements:
  - Ark Aid Street Mission;
  - CMHA Thames Valley Addiction & Mental Health Services,
  - Impact London; and,
  - Atlohsa Family Healing Services;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the above-noted contracts; and,
- d) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into and/or amending Purchase of Service Agreements with Agencies outlined in the above-noted staff report;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

- a communication from J. Duckitt;
- a communication from L. Kellestine;
- a communication from J. Hogg; and,
- a communication from R. Young;

it being noted that a verbal delegation from J. Duckitt was received with respect to this matter. (2021-S14)

Yeas: (5): J. Helmer, S. Lewis, J. Fyfe-Millar, S. Hillier, and E. Holder

Nays: (1): M. Salih

**Motion Passed (5 to 1)**

Voting Record:

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

Motion to approve the delegation request, as appended to the Added Agenda, from J. Duckitt, with respect to this matter.

Yeas: (5): J. Helmer, S. Lewis, M. Salih, J. Fyfe-Millar, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### **3. Scheduled Items**

#### **3.1 Flyer Deliveries to Residential Properties**

Moved by: S. Lewis

Seconded by: J. Fyfe-Millar

That the draft by-law, as appended to the staff report dated September 21, 2021, with respect to Flyer Deliveries to Residential Properties BE

REFERRED back to the Civic Administration for revisions that include enforcement measures in cases where compliance is not respected;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

a communication from L. O'Brien;  
a communication from D. Ronson;  
a communication from D. French; and,  
a communication from S. Trosow;

it being noted that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

M. McCann;  
A. Marchand;  
D. Ronson;  
S. Trosow;  
A. Draghici;  
R. O'Hagan;  
A. Doelman;  
B. Alleyne;  
J. Bulsza;  
C. Corrales;  
D. Sweetland;  
E. Arnsby;  
E. Bartsch;  
G. Milousis;  
J. Jeffs;  
J. Saunders;  
K. Dean;  
N. Wakim;  
L. Starr;  
S. Raymond Mair;  
T. Ewert; and,  
T. Mawlam.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, J. Fyfe-Millar, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Voting Record:

Moved by: S. Lewis  
Seconded by: J. Fyfe-Millar

Motion to open the public participation meeting.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, J. Fyfe-Millar, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

Moved by: J. Fyfe-Millar  
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, J. Fyfe-Millar, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**4. Items for Direction**

4.1 9th Report of the Animal Welfare Advisory Committee

Moved by: S. Hillier

Seconded by: J. Fyfe-Millar

That the following actions be taken with respect to the 9th Report of the Animal Welfare Advisory Committee, from its meeting held on October 7, 2021:

a) the following actions be taken with respect to the recycling depots and fishing line:

i) the Civic Administration BE REQUESTED to obtain recycling receptacles for used fishing lines and hooks and install signage related to the proper disposal of these items and the proper use of the recycling receptacles; and,

ii) a member of the Animal Welfare Advisory Committee BE GRANTED delegation status at the Community and Protective Services Committee, when the above-mentioned matter goes before the Committee, to provide additional information related to the recommendation;

it being noted that the attached information, with respect to this matter, was received;

b) the Civic Administration BE REQUESTED to review the coyote signage in City park amenities, in comparison to the related signage posted in Environmentally Significant Areas, with an aim to providing consistent educational signage with respect to coyotes to the public;

it being noted that the Animal Welfare Advisory Committee would be interested in funding any changed or additional signage;

it being further noted that the attached information, with respect to this matter, was received; and,

c) clauses 1.1, 3.1, 4.1, 5.1, 5.4 and 5.5, BE RECEIVED;

it being noted that a verbal delegation from W. Brown, Chair, Animal Welfare Advisory Committee, was received with respect to this matter.

Yeas: (5): J. Helmer, S. Lewis, J. Fyfe-Millar, S. Hillier, and E. Holder

Absent: (1): M. Salih

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: J. Fyfe-Millar

Seconded by: S. Hillier

That the Deferred Matters List for the Community and Protective Services Committee, as at October 25, 2021, BE RECEIVED.

Yeas: (5): J. Helmer, S. Lewis, J. Fyfe-Millar, S. Hillier, and E. Holder

Absent: (1): M. Salih

**Motion Passed (5 to 0)**

**6. Confidential**

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

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

**6.1 Personal Matter/Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List.

Yeas: (5): J. Helmer, S. Lewis, J. Fyfe-Millar, S. Hillier, and E. Holder

Absent: (1): M. Salih

**Motion Passed (5 to 0)**

The Community and Protective Services Committee convened, In Closed Session, from 8:38 PM to 8:39 PM.

**7. Adjournment**

The meeting adjourned at 8:42 PM.

# Corporate Services Committee

## Report

18th Meeting of the Corporate Services Committee  
November 1, 2021

**PRESENT:** Councillors M. Cassidy (Chair), M. van Holst, J. Morgan, E. Pelozza, J. Fyfe-Millar

**ABSENT:** Mayor E. Holder

**ALSO PRESENT:** M. Schulthess, J. Taylor, B. Westlake-Power

Remote Attendance: Councillors S. Lewis, A. Hopkins and S. Hillier; L. Livingstone, A. Barbon, G. Bridge, B. Card, I. Collins, J. Dann, J. Davison, M. Goldrup, J. McMillan, K. Scherr, C. Smith, B. Warner

The meeting is called to order at 12:01 PM; it being noted that Councillor M. van Holst was in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: E. Pelozza

Seconded by: J. Morgan

That Items 2.1 to 2.3, BE APPROVED.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 2.1 City of London Days at the Budweiser Gardens – Showdown in the Downtown October 22, 2022

Moved by: E. Pelozza

Seconded by: J. Morgan

That, on the recommendation of the City Clerk, the request to hold the Showdown in the Downtown – Knock Out Kidney Disease event on October 22, 2022, BE APPROVED as a City of London Day at the Budweiser Gardens; it being noted that five days remain for 2022, with no other requests pending.

**Motion Passed**

#### 2.2 Various By-law Amendments to Implement Organizational Structure Change

Moved by: E. Pelozza

Seconded by: J. Morgan

That on the recommendation of the City Clerk, the following actions be taken with respect to various By-law amendments to implement

organizational structure changes:

- a) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "A" being "A by-law to amend By-law No. A.-7766-366, being "A by-law to approve and adopt a standard form Licence Agreement for the use of recreation spaces and assets; and to authorize the Managing Director, Parks and Recreation or the Managing Director Neighbourhood, Children and Fire Services, or their written designate, to insert information and execute Licence Agreements not exceeding \$10,000, for the use of recreation spaces and assets, which employ this form and to repeal By-law No A.-6690-195 and any amendments thereto" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;
- b) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "B" being "A by-law to amend By-law No. A.-7821-84, being "A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement" to reflect the current organizational structure" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;
- c) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "C" being "A by-law to amend By-law No. A.-7820-83, being "A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;
- d) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "D" being "A by-law to amend By-law No. A.-7834-109, being "A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;
- e) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "E" being "A by-law to amend By-law No. A.-7332-16 being "A By-law to approve and adopt the standard form Grant Agreement (London Community Grants Program); and to authorize a City Representative to insert information and execute agreements which employ this form; and to authorize a City Representative to insert information and execute agreements which employ this form" to reflect the current organizational structure", BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;
- f) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "F" being "A by-law to amend By-law No. A.-6790-81, being "A By-law to approve and adopt the standard form for Purchase of Services Agreements for Community Services" to reflect the current organizational structure" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021; and,
- g) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix "G" being A by-law to amend By-law No. A.-6690-195 being "A By-law to approve the standard form for Office/Storage Space Licence Agreements" to reflect the current organizational structure and to repeal By-law No. A.-5962-42 and By-law No. A.-5962(a)-126", BE

INTRODUCED at the Municipal Council Meeting to be held on November 16, 2021.

**Motion Passed**

2.3 Pre-Authorization Tax Payment Plan By-law and Collection of Interim Property Taxes By-law

Moved by: E. Pelosa

Seconded by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to property taxation for 2022:

a) the by-law, appended to the staff report dated November 1, 2021 as Appendix A, BE INTRODUCED at the Council meeting on November 16th, 2021 to amend by-law A.-5505-497, “a by-law to authorize the implementation of a pre-authorized payment plan” by updating Schedule A of the by-law to provide for the 2022 calculations; and,

b) the by-law, appended to the staff report dated November 1, 2021 as Appendix B, BE INTRODUCED at the Council meeting on November 16, 2021, to amend By-law A-8 “a by-law to provide for the collection of property taxes” in Part 1 to provide for the calculation of the interim tax levy at a percentage of 41.20% of the previous year’s taxes.

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Application - Issuance of Proclamation - International Day for the Elimination of Violence Against Women

Moved by: E. Pelosa

Seconded by: J. Morgan

That based on the application dated October 4, 2021 from Anova: A Future Without Violence, November 25, 2021 BE PROCLAIMED as International Day for the Elimination of Violence Against Women.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelosa, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

4.2 Application - Issuance of Proclamation - Salvation Army Week

Moved by: M. van Holst

Seconded by: J. Fyfe-Millar

That based on the application dated October 19, 2021 from The Governing Council of The Salvation Army, December 17, 2021 BE PROCLAIMED as Salvation Army Week.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 4.3 Deferred Council Directions Concerning Indigenous Relations

Councillor M. Cassidy places Councillor M. van Holst in the Chair.

Moved by: M. Cassidy

Seconded by: E. Pelozza

That the City Council directions as mentioned below BE REFERRED to the Indigenous Community Liaison Advisor for a report back with respect to these matters:

December 6, 2016

“That clause 6 [*concerning a land acknowledgement at meetings of City Council*] BE REFERRED back for further consultation with the Indigenous Community with respect to the proposed statement.”

May 16, 2017

“That the request to invite the Munsee-Delaware Nation, the Oneida Nation of the Thames and the Chippewas of the Thames First Nation to provide their flags and have them raised in an appropriate manner at London City Hall BE REFERRED to the Civic Administration in order to allow for consultation and report back with respect to this matter.”

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Councillor M. Cassidy resumes the Chair.

#### 4.4 Standing and Council Meeting Procedures

Moved by: E. Pelozza

Seconded by: J. Morgan

That the City Clerk BE DIRECTED to bring forward to a future meeting of the Corporate Services Committee for consideration, a draft policy with respect to the participation in hybrid electronic meetings by Council Members, staff and the public.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 4.5 Removal of a City Councillor

Moved by: J. Morgan

Seconded by: M. Cassidy

That the communication from J. Kogelheide regarding the removal of a City Councillor BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received communications dated October 26, 2021 from A. Harnish and M. Borthwick.

Yeas: (5): M. Cassidy, M. van Holst, J. Morgan, E. Pelozza, and J. Fyfe-Millar

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential (Enclosed for Members only.)**

Moved by: J. Fyfe-Millar

Seconded by: E. Pelozza

That the Corporate Services Committee convene, In Closed Session, with respect to the following:

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

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

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

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

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

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

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

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

**6.5 Labour Relations/Employee Negotiations**

A matter pertaining to labour relations and employee negotiations.

**Motion Passed**

The Corporate Services Committee convenes, In closed session, from 12:37 PM to 12:54 PM.

**7. Adjournment**

Moved by: M. van Holst  
Seconded by: J. Fyfe-Millar

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 12:57 PM.

# Civic Works Committee

## Report

The 14th Meeting of the Civic Works Committee  
November 2, 2021

**PRESENT:** Councillors E. Pelozo (Chair), J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, Mayor E. Holder

**ALSO PRESENT:** A. Pascual and J. Taylor.

Remote Attendance: Councillors J. Fyfe-Millar, S. Hillier, S. Lewis, and M. van Holst; A. Anderson, M. Bushby, R. Craven, G. Dales, J. Dann, D. MacRae, S. Mathers, C. McIntosh, B. O'Hagan, J. Stanford, T. Wellhauser, and B. Westlake-Power.

The meeting was called to order at 12:02 PM with Councillor E. Pelozo in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors J. Helmer, S. Turner, and P. Van Meerbergen.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: P. Van Meerbergen  
Seconded by: S. Turner

That Items 2.1, 2.2, 2.4, 2.5, and 2.6 BE APPROVED.

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

### Motion Passed (6 to 0)

#### 2.1 RFP21-07 - Innovation Park Phase 5 Design and Tendering - Appointment of Consulting Engineers

Moved by: P. Van Meerbergen  
Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated November 2, 2021, related to the Appointment of Consulting Engineers for the Innovation Park Phase 5 Design and Tendering project:

- a) AECOM Consulting Ltd. BE APPOINTED Consulting Engineers to complete the design and tender documentation preparation for Innovation Park Phase 5, in the total amount of \$232,561.00, including contingency, excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-D21)

**Motion Passed**

2.2 Appointment of Consulting Engineer for Trunk Watermain and Pumping Station Growth Study

Moved by: P. Van Meerbergen

Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 2, 2021, related to the Appointment of Consulting Engineer for RFP 21-62 Trunk Watermain and Pumping Station Growth Study:

- a) C3 Water Inc. BE APPOINTED Consulting Engineers to complete the Trunk Watermain and Pumping Station Growth Study, in the total amount of \$235,092.64, including contingency, excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E08)

**Motion Passed**

2.4 Amendments to the Traffic and Parking Bylaw

Moved by: P. Van Meerbergen

Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated November 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021, to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2021-T02/T08)

**Motion Passed**

2.5 RFP 21-38 Supply and Delivery of CNG Split and Single Stream Side Loading Waste Collection Trucks

Moved by: P. Van Meerbergen

Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated November 2, 2021, related to RFP21-38 Supply and Delivery of CNG Side and Split Stream Side Loading Waste Collection Trucks:

- a) the submission from Vision Truck Group 1220 Franklin Blvd. Cambridge Ontario N1R 8B7 for the Supply and Delivery of Compressed Natural Gas (CNG) Split and Single Stream Side Loading Waste Collection Trucks BE ACCEPTED at a total purchase price of \$2,305,511.00, excluding HST;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- c) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, purchase order, or contract record relating to the subject matter of this approval; and,
- d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report. (2021-V00)

**Motion Passed**

2.6 Contract Award: Request for Proposal RFP21-56 Supply and Installation of Cured-in-place-pipe Sewer Liners

Moved by: P. Van Meerbergen

Seconded by: S. Turner

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to staff report dated November 2, 2021, related to the Request for Proposal 21-56 Supply and Installation of Cured-in-place-pipe sewer liners:

- a) the bid submitted by Insituform Technologies Limited at its tendered price of \$4,339,000.00, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Insituform Technologies Limited was the only bid meeting the technical criteria and meets the City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E01)

**Motion Passed**

2.3 Dundas Place Temporary Traffic Diversion Monitoring and Consultation

Moved by: M. Cassidy

Seconded by: S. Turner

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 2, 2021, related to the construction mitigation traffic diversion on Dundas Place:

- a) the monitoring and consultation findings BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to initiate a bylaw amendment to reinstate the current temporary traffic diversion arrangement on Dundas Place in Spring 2022 as a construction mitigation; it being noted that the communication from M. Miksa, with respect to this matter, was received. (2021-T05/T08)

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

## 2.7 Meadowlily Road Area Environmental Assessment and Servicing Study

Moved by: M. Cassidy  
Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 2, 2021, related to the Appointment of Consulting Engineer for RFP 21-59 Meadowlily Road Area Environmental Assessment and Servicing Study:

- a) MTE Consultants Inc. BE APPOINTED Consulting Engineers to complete the Meadowlily Road Area Environmental Assessment and Servicing Study, in the total amount of \$203,071.00, including contingency, excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E20)

Yeas: (6): E. Pelozo, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

## 3. Scheduled Items

None.

## 4. Items for Direction

### 4.1 Initiation of the Mobility Master Plan Development

Moved by: S. Turner  
Seconded by: J. Helmer

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 2, 2021, related to the development of the Mobility Master Plan:

a) the following Draft Vision and Guiding Principles for the development of the Mobility Master Plan as follows BE ENDORSED for consultation and feedback through a community engagement program, noting that the final Vision and Guiding Principles will be brought forward for approval after the community engagement:

Draft Vision Statement:

*In 2050, Londoners of all identities, abilities and means will have viable mobility options to allow them to move throughout the city safely and efficiently.*

*The movement of people and goods will be environmentally sustainable, affordable, and supportive of economic growth and development.*

Draft Guiding Principles:

- Environmentally Sustainable
- Equitable
- Financially Sustainable
- Healthy and Safe
- Integrated and Connected;

b) the general framework for the community engagement program, as presented in the above-noted staff report, BE APPROVED; and,

c) the general scope for the consultant assignment to assist in preparation of the Mobility Master Plan, as presented in the above-noted staff report, BE APPROVED. (2021-A22)

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

#### 4.2 Wharncliffe Road South Improvements - 100 Stanley Street Process

Moved by: P. Van Meerbergen

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with consideration of the March 23, 2021 Council resolution, the Civic Administration BE DIRECTED to submit an application to Council to demolish the heritage designated property at 100 Stanley Street, it being noted that the application process requires further consultation with the London Advisory Committee on Heritage and a public participation meeting at the Planning and Environment Committee to consider the application. (2021-R01)

Yeas: (3): M. Cassidy, P. Van Meerbergen, and E. Holder

Nays: (3): E. Pelozza, J. Helmer, and S. Turner

**Motion Failed (3 to 3)**

### 5. Deferred Matters/Additional Business

Moved by: S. Turner

Seconded by: M. Cassidy

That Items 5.1 to 5.3 BE APPROVED

Yeas: (6): E. Pelozza, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, and E. Holder

**Motion Passed (6 to 0)**

5.1 Deferred Matters List

Moved by: S. Turner

Seconded by: M. Cassidy

That the Civic Works Committee Deferred Matters List as at October 25, 2021, BE RECEIVED.

**Motion Passed**

5.2 (ADDED) 9th Report of the Cycling Advisory Committee

Moved by: S. Turner

Seconded by: M. Cassidy

That the following actions be taken with respect to the 9th Report of the Cycling Advisory Committee, from its meeting held on October 20, 2021:

a) the following actions be taken with respect to the Revised Notice of Planning Application dated October 8, 2021 from A. Riley, Senior Planner, related to a Zoning By-law Amendment for the property at 99 Southdale Road West:

i) the Civic Administration BE REQUESTED to consider including a provision for additional pedestrian and cycling access to the development from adjacent properties such as the:

A) the Hellenic Community Centre located at 133 Southdale Road West to connect to Singleton Avenue; and,

B) the property located at 1065 Wharnccliffe Road South to connect to Legendary Drive; and,

b) clauses 1.1, 2.1 to 2.4, 3.1 to 3.4, 3.6, and 4.1 BE RECEIVED.

**Motion Passed**

5.3 (ADDED) 9th Report of the Transportation Advisory Committee

Moved by: S. Turner

Seconded by: M. Cassidy

That the following actions be taken with respect to the 9th Report of the Transportation Advisory Committee, from its meeting held on October 26, 2021:

a) the following actions be taken with respect to the to the presentation, dated October 26, 2021, as appended to the Transportation Advisory Committee Agenda, with respect to the Oxford Street West and Gideon Drive Intersection Municipal Class Environmental Assessment:

i) the Civic Administration BE ADVISED that the Transportation Advisory Committee supports Alternative 4, Multi-Lane Roundabout, for the above-noted project;

b) the Advisory Committee Pilots - Strengths-Weaknesses-Opportunities-Threats (SWOT) Comparison document as appended to the above-noted report, BE FORWARDED to the Civic Works Committee for review; and,

c) clauses 1.1, 2.1, 2.3, 3.1 to 3.4, and 5.2, BE RECEIVED.

**Motion Passed**

5.4 (ADDED) Blackfriars Bridge

Moved by: E. Pelosa

Seconded by: M. Cassidy

That the following actions be taken with respect to the Blackfriars Bridge:

a) the Civic Administration BE DIRECTED to leave Blackfriars Bridge closed to vehicles at this time and commence the review of the bridge operations as required by the Ministry of the Environment, Conservation and Parks including public consultation, and report back at a future meeting of the Civic Works Committee; and,

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts necessary for the action noted in part a), above;

it being noted that the Civic Works Committee was made aware of the attached on-line petition (change.org), related to this matter.

Yeas: (4): E. Pelosa, J. Helmer, M. Cassidy, and S. Turner

Nays: (2): P. Van Meerbergen, and E. Holder

**Motion Passed (4 to 2)**

**6. Adjournment**

The meeting adjourned at 1:29 PM.

# Designate Blackfriars Bridge for active transportation only



It has recently been announced that Blackfriars Bridge will be reopened to vehicular traffic after being closed due to the COVID-19 pandemic for around 18 months. We are asking the City of London to reconsider this decision and designate the bridge as an active transportation route. Over the past 18 months, it has been demonstrated that this one-way bridge is unnecessary to move traffic into the downtown core. Furthermore, it is a heritage bridge that is much more easily enjoyed without the nuisance and danger of motorized traffic. The City should be once again reminded that they declared a climate emergency and should act accordingly.

Note: As of November 2, 2021, the petition had approximately 650 signatures.

# Planning and Environment Committee Report

16th Meeting of the Planning and Environment Committee  
November 1, 2021

PRESENT: A. Hopkins (Acting Chair), S. Lewis, S. Lehman, S. Hillier, Mayor  
E. Holder

ALSO PRESENT: PRESENT: H. Lysynski and J.W. Taylor

REMOTE ATTENDANCE: Councillors M. van Holst, M. Cassidy, S. Turner and E. Pelosa; J. Adema, M. Campbell, M. Clark, M. Corby, A. Curtis, L. Dent, S. Dunleavy, K. Edwards, M. Feldberg, K. Gonyou, M. Greguol, J. Hall, P. Kokkoros, G. Kotsifas, P. Masse, C. Maton, H. McNeely, B. O'Hagan, B. Page, M. Pease, V. R., J. Raycroft, M. Tomazincic, B. Westlake-Power and S. Wise

ALSO PRESENT: Councillor J. Fyfe-Miller

The meeting was called to order at 4:00 PM, with Councillor A. Hopkins in the Chair, Councillors S. Lehman and S. Lewis present and all other Members participating by remote attendance.

## 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

## 2. Consent

Moved by: S. Lewis

Seconded by: S. Hillier

That Items 2.1 to 2.9, inclusive, BE APPROVED.

Yeas: (5): A. Hopkins, S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

### 2.1 7th Report of the Environmental and Ecological Planning Advisory Committee

Moved by: S. Lewis

Seconded by: S. Hillier

That, the following actions be taken with respect to the 7th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on October 21, 2021:

a) the 2020 Community Energy Use and Greenhouse Gas Emissions Inventory Working Group comments BE FORWARDED to the Civic Administration for consideration; and,

b) clauses 1.1, 2.1, 3.1 to 3.4, inclusive and 4.1 BE RECEIVED for information.

**Motion Passed**

2.2 1224 Blackwell Boulevard - Removal of Holding Provision (H-9391)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Rembrandt Developments (Woodstock) Inc., relating to lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/Residential R6/Residential R7/Residential R8 (h•R5-4/R6-5/R7•D75•H16/R8-4•H16) Zone TO a Residential R5/Residential R6/Residential R7/Residential R8 (R5-4/R6-5/R7•D75•H16/R8-4•H16) Zone to remove the holding (h) provision.

**Motion Passed**

2.3 1820 Finley Crescent (P-9370)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Kenmore Homes (London) Inc., the proposed by-law appended to the staff report dated November 1, 2021 BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to exempt Block 99, Plan 33M-733 from the Part Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c.P.13*, for a period not exceeding three (3) years.

**Motion Passed**

2.4 Labatt Memorial Park - Heritage Designation Application

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

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the application to the National Historic Sites and Monuments Board of Canada to nominate Labatt Memorial Park as a National Historic Site of Canada:

- a) the above noted initiative BE ENDORSED; and,
- b) the Civic Administration BE DIRECTED to submit the application to the National Historic Sites and Monuments Board of Canada with respect to this matter.

**Motion Passed**

2.5 64 Duchess Avenue - Heritage Alteration Permit Application

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

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking approval for alterations to the doorway of the heritage designated property at 64 Duchess Avenue, located within the Wortley Village-Old South Heritage Conservation District BE PERMITTED as submitted with the following terms and conditions:

- a) the door and doorway be painted;
- b) the proposed alterations to the doorway be completed within six (6) months of Municipal Council's decision on this Heritage Alteration Permit; and,
- c) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed.

**Motion Passed**

2.6 1903 Avalon Street - Request for Heritage Designation

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, with respect to the request for designation of the property at 1903 Avalon Street, that the following actions be taken:

- a) Notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E appended to the staff report dated November 1, 2021; and,
- b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 1903 Avalon Street to be of cultural heritage value or interest for the reasons outlined in Appendix E to the staff report dated November 1, 2021 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal.

**Motion Passed**

2.7 Contract Award - ReThink Zoning Consulting Services - RFP21-57

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the appointment of consulting services relating to ReThink Zoning:

- a) Sajecki Planning Inc. BE APPOINTED project consultants to prepare the new comprehensive Zoning By-law for the City of London, in the total amount of \$674,970.00, including disbursements and excluding HST;
- b) the financing for the ReThink Zoning (Phase Two) project BE APPROVED in accordance with the Source of Financing Report attached, hereto, as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with the ReThink Zoning project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation of the City of London entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other document, if required, to give effect to these recommendations.

**Motion Passed**

2.8 August, 2021 Building Division Monthly Report

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

That the Building Division Monthly Report for August, 2021 BE RECEIVED for information. (2021-A23)

**Motion Passed**

2.9 September, 2021 Building Division Monthly Report

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

That the Building Division Monthly Report for September, 2021 BE RECEIVED for information. (2021-A23)

**Motion Passed**

**3. Scheduled Items**

3.1 SoHo Community Improvement Plan - Performance Measures and Indicators (O-9328)

Moved by: S. Lewis  
 Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to ADD an Appendix that sets out performance measures and indicators of success for the SoHo Community Improvement Plan ("CIP");

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

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

- the recommended amendment conforms with the *Planning Act*, as the loan and grant programs meet the requirements set out in Section 28 related to Community Improvement;
- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the regeneration of settlement areas as they are critical to the long-term economic prosperity of communities and mainstreets;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement sections; and,
- the recommended amendment conforms to the policies of the SoHo Community Improvement Plan.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lehman  
 Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

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

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

3.2 Hamilton Road Community Improvement Plan - Performance Measures and Indicators of Success (O-9330)

Moved by: S. Lewis  
 Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to ADD an Appendix that sets out performance measures and indicators of success for the Hamilton Road Community Improvement Plan (“CIP”);

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated October 19, 2021, from B. Baginski, with respect to this matter;

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

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

- the recommended amendment conforms with the *Planning Act*, as the loan programs meet the requirements set out in Section 28 related to Community Improvement;

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the regeneration of settlement areas as critical to the long-term economic prosperity of communities and mainstreets;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement sections; and,
- the recommended amendment conforms to the policies of the Hamilton Road Area Community Improvement Plan.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lehman

Seconded by: E. Holder

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

### 3.3 Lambeth Community Improvement Plan - Performance Measures and Indicators of Success (O-9329)

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to ADD an Appendix that sets out performance measures and indicators of success for the Lambeth Community Improvement Plan (“CIP”);

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

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

- the recommended amendment conforms with the *Planning Act*, as the loan programs meet the requirements set out in Section 28 related to Community Improvement;
- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and, where possible, enhancing the vitality and viability of downtowns and mainstreets;
- the recommended amendment complies with the in-force policies of

The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement;

- the recommended amendment complies with the policies in the Southwest Area Secondary Plan; and,
- the recommended amendment complies with the policies of the Lambeth Area Community Improvement Plan.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

#### 3.4 235 Kennington Way (39CD-21514)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 235 Kennington Way:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to a property located at 235 Kennington Way; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 235 Kennington Way;

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

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

3.5 704-706 Boler Road (39CD-21511)

Moved by: S. Lehman

Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, based on the application by Southside Construction Management Ltd., relating to the property located at 704-706 Boler Road:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 704-706 Boler Road; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 704-706 Boler Road;

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

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Moved by: E. Holder

Seconded by: S. Lehman

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

3.6 512 McCormick Boulevard (Z-9374)

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by Derek Panzer, relating to the property located at 512 McCormick Boulevard, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Light Industrial Special Provision (LI1(\_)) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the General Industrial designation;
- the recommended amendment aligns with the Council-adopted Urban Agriculture Strategy;
- the recommended amendment facilitates the development of an underutilized parcel of land that would otherwise be undevelopable.

Yeas: (4): A. Hopkins , S. Lewis, S. Lehman, and S. Hillier

Recuse: (1): E. Holder

**Motion Passed (4 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Lehman

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Lehman

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

3.7 560 & 562 Wellington Street (OZ-8462)

Moved by: S. Lehman

Seconded by: E. Holder

That, based on the application of 560 Wellington Holdings Inc., relating to the property located at 560 and 562 Wellington Street:

a) the proposed attached by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend the Official Plan (1989) to change the designation FROM a Low Density Residential designation TO a Multi-Family, High Density Residential Designation, and to ADD a Specific Area Policy in Chapter 10 – Policies for Specific Areas;

b) the proposed attached by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Office (OF1) Zone, TO a holding Residential R10 Special Provision (h-5\*R10-5( )\*H61) Zone;

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

- the staff presentation;
- a communication from AM. Valastro, by e-mail;
- a communication dated October 28, 2021, from S. Stapleton, Vice President, Auburn Developments;
- a communication dated October 28, 2021, from H. Handy, Senior Associate and K. Muir, Senior Planner, GSP Group;
- a communication dated October 28, 2021, from K. McKeating, President, Architectural Conservancy Ontario – London Region; and,
- a communication dated October 25, 2021, from G. Bruzas, CEO, THINQ Technologies Ltd.;

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

Yeas: (4): S. Lewis, S. Lehman, S. Hillier, and E. Holder

Nays: (1): A. Hopkins

**Motion Passed (4 to 1)**

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (4): A. Hopkins , S. Lewis, S. Lehman, and S. Hillier

Absent: (1): E. Holder

**Motion Passed (4 to 0)**

Moved by: S. Lewis  
Seconded by: S. Lehman

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

#### **4. Items for Direction**

##### **4.1 10th Report of the London Advisory Committee on Heritage**

Moved by: S. Lewis  
Seconded by: S. Lehman

That, the following actions be taken with respect to the 10th Report of the London Advisory Committee on Heritage, from its meeting held on October 20, 2021:

a) the Civic Administration and T. Jenkins and G. McDonald of AECOM BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the overall design of the Victoria Bridge Replacement as it relates to the original Heritage Impact Assessment recommendations;

it being noted that the LACH suggests the following items be taken into consideration with respect to the above-noted design:

- the lamp pole design be sympathetic with the modern design of the bridge;
- the colour of the bridge be grey; and,
- the existing signage, noting the bridge name and original crossing dates, be included in the new design;

it being further noted that the presentation, as appended to the agenda, dated October 20, 2021, from T. Jenkins and G. McDonald, with respect to this matter, was received;

b) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated October 20, 2021, related to a request for designation of the property located at 1903 Avalon Street by S. Cox:

i) notice BE GIVEN under the provisions of Section 29(3) of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E of the above-noted staff report; and,  
ii) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 1903 Avalon Street to be of cultural heritage value or interest for the reasons outlined in Appendix E of the above-noted staff report BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal;

c) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act, R.S.O. 1990, c. O. 18*, seeking approval for alterations to the doorway of the heritage designated property located at 64 Duchess Avenue, within the Wortley Village-Old South Heritage Conservation District BE PERMITTED, as submitted, with the following terms and conditions:

- the door and doorway be painted;
  - the proposed alterations to the doorway be completed within six (6) months of Municipal Council's decision on this Heritage Alteration Permit; and,
  - the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;
- it being noted that tripled arched wood doorways are important to the built heritage in London and the London Advisory Committee on Heritage is disappointed in the loss of this one;

d) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated October 20, 2021, related to the application to the National Historic Sites and Monuments Board of Canada to nominate Labatt Memorial Park as a National Historic Site of Canada:

- i) the above noted initiative BE ENDORSED; and,
- ii) the Civic Administration BE DIRECTED to submit the application to the National Historic Sites and Monuments Board of Canada with respect to this matter;

e) L. Maitland, Site Development Planner, BE ADVISED that the London Advisory Committee on Heritage supports the research and recommendations of the Heritage Impact Assessment, dated October 8, 2021, from M. Hobson, Built Heritage Consultant, as they relate to the Notice of Planning Application, dated October 6, 2021, from L. Maitland, Site Development Planner, with respect to Official Plan and Zoning By-law Amendments related to the properties located at 370 South Street and 124 Colborne Street; it being noted that the above-noted Notice, with respect to this matter, was received; and,

f) clauses 1.1, 3.1 to 3.8, inclusive, 4.1 and 4.2, inclusive, 5.5 and 5.6, inclusive and 6.1 BE RECEIVED for information.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

#### 4.2 Food Security and Home-Based Food Business

Moved by: A. Hopkins  
Seconded by: S. Lewis

That the Civic Administration BE DIRECTED to bring forward a report that identifies recommended zoning amendments or other next steps regarding the regulations in Zoning By-law No. Z.-1 for home occupations as they relate to food based businesses, taking into consideration recent Provincial changes to the Food Premises Regulation (O.Reg. 493/17) and the "Guide to Starting a Home-based Food Business") {Ministry of Health, 2020}.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

4.3 Global Bird Rescue

Moved by: A. Hopkins  
Seconded by: S. Lewis

That the following actions be taken with respect to Global Bird Rescue:

- a) the request to update the Site Control By-law and Guidelines for bird-friendly building design in all new site plans BE ADDED to the Planning and Environment Committee (PEC) Deferred List; and,
- b) the Civic Administration BE REQUESTED to contact the London Bird Team to finalize the bird-friendly pamphlet and the bird-friendly pamphlet be added to the PEC Deferred List;

it being noted that B. Samuels, Coordinator, London Bird Team, was granted delegation status with respect to these matters;

it being further noted that the Planning and Environment Committee reviewed and received a communication from B. Samuels, Coordinator, London Bird Team, with respect to these matters.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lehman  
Seconded by: S. Hillier

Motion to approve delegation status for B. Samuels, Coordinator, London Bird Team, BE GRANTED delegation status with respect to the Global Bird Rescue 2021.

Yeas: (5): A. Hopkins , S. Lewis, S. Lehman, S. Hillier, and E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 8:34 PM.

# Revised

## Appendix A

Bill No. (number to be inserted by Clerk's Office)  
2021

By-law No. *C.P.-1284-*

A by-law to amend the Official Plan for the City of London, 1989 relating to 560 and 562 Wellington Street.

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

1. Amendment No. # to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**AMENDMENT NO.**  
**to the**  
**OFFICIAL PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is:

1. To change the designation of 560 and 562 Wellington Street from Low Density Residential to Multi-Family, High Density Residential on Schedule "A", Land Use, to the *Official Plan (1989)* for the City of London.
2. To add a policy to Section 10.1.3 of the *Official Plan (1989)* for the City of London to permit an increased height of 17 storeys (61m), an increased density of 807 units per hectare, and a limited range of commercial uses in the Multi-Family, High Density Residential designation.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands located at 560 and 562 Wellington Street in the City of London.

**C. BASIS OF THE AMENDMENT**

The site specific amendment allows for a mixed-use apartment building with a greater height of 17 storeys (61m), an overall density of 807 units per hectare, and a limited range of convenience and service commercial uses in the Multi-Family, High Density Residential designation. The increase in height and density and additional permitted uses is consistent with the Provincial Policy Statement, 2020, the *Official Plan (1989)*, is appropriate for the site and compatible with the surrounding neighbourhood.

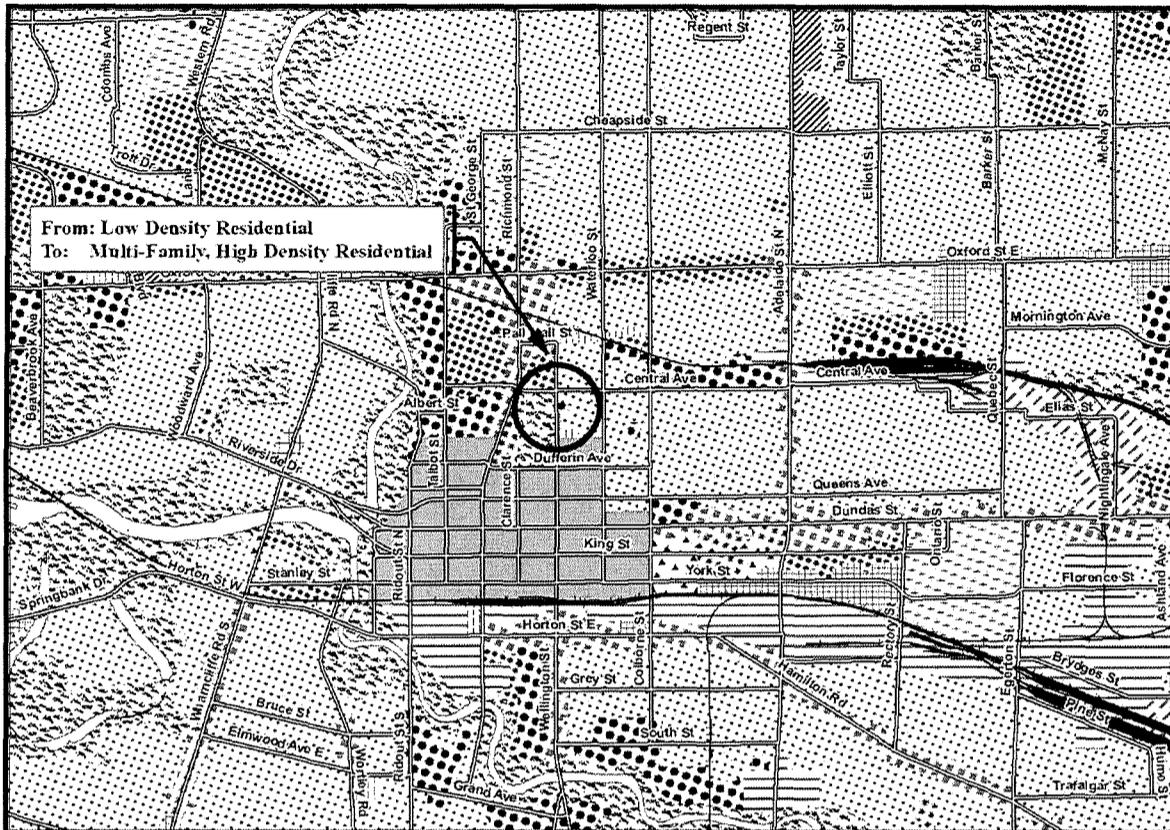
**D. THE AMENDMENT**

The *Official Plan (1989)* for the City of London is hereby amended as follows:

1. Schedule "A", Land Use to the *Official Plan (1989)* for the City of London is amended by designating those lands located at 560 and 562 Wellington Street in the City of London, as indicated on "Schedule 1" attached hereto from Low Density Residential to Multi-Family, High Density Residential.
2. Section 10.1.3 – Policies for Specific Areas of the *Official Plan* for the City of London is amended by adding the following:

560 and 562 Wellington Street

A mixed-use apartment building with small-scale convenience and service commercial uses is permitted, with a maximum density of 807 units per hectare, and a maximum height of 17 storeys (61m).



From: Low Density Residential  
To: Multi-Family, High Density Residential

**Legend**

- |   |  |                         |
|---|--|-------------------------|
| Downtown                                      | Multi-Family, Medium Density Residential | Office Business Park    |
| Wonderland Road Community Enterprise Corridor | Low Density Residential                  | General Industrial      |
| Enclosed Regional Commercial Node             | Office Area                              | Light Industrial        |
| New Format Regional Commercial Node           | Office/Residential                       | Commercial Industrial   |
| Community Commercial Node                     | Regional Facility                        | Transitional Industrial |
| Neighbourhood Commercial Node                 | Community Facility                       | Rural Settlement        |
| Main Street Commercial Corridor               | Open Space                               | Environmental Review    |
| Auto-Oriented Commercial Corridor             | Urban Reserve - Community Growth         | Agriculture             |
| Multi-Family, High Density Residential        | Urban Reserve - Industrial Growth        | Urban Growth Boundary   |

*This is an excerpt from the Planning Division's working consideration of Schedule A to the City of London Official Plan with added notations*

<p><b>SCHEDULE 1 TO OFFICIAL PLAN</b></p> <p>AMENDMENT NO. _____</p> <p><small>PREPARED BY: Graphics and Information Services</small></p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-8462</p> <p>PLANNER: SW</p> <p>TECHNICIAN: MB</p> <p>DATE: 2021/11/04</p>
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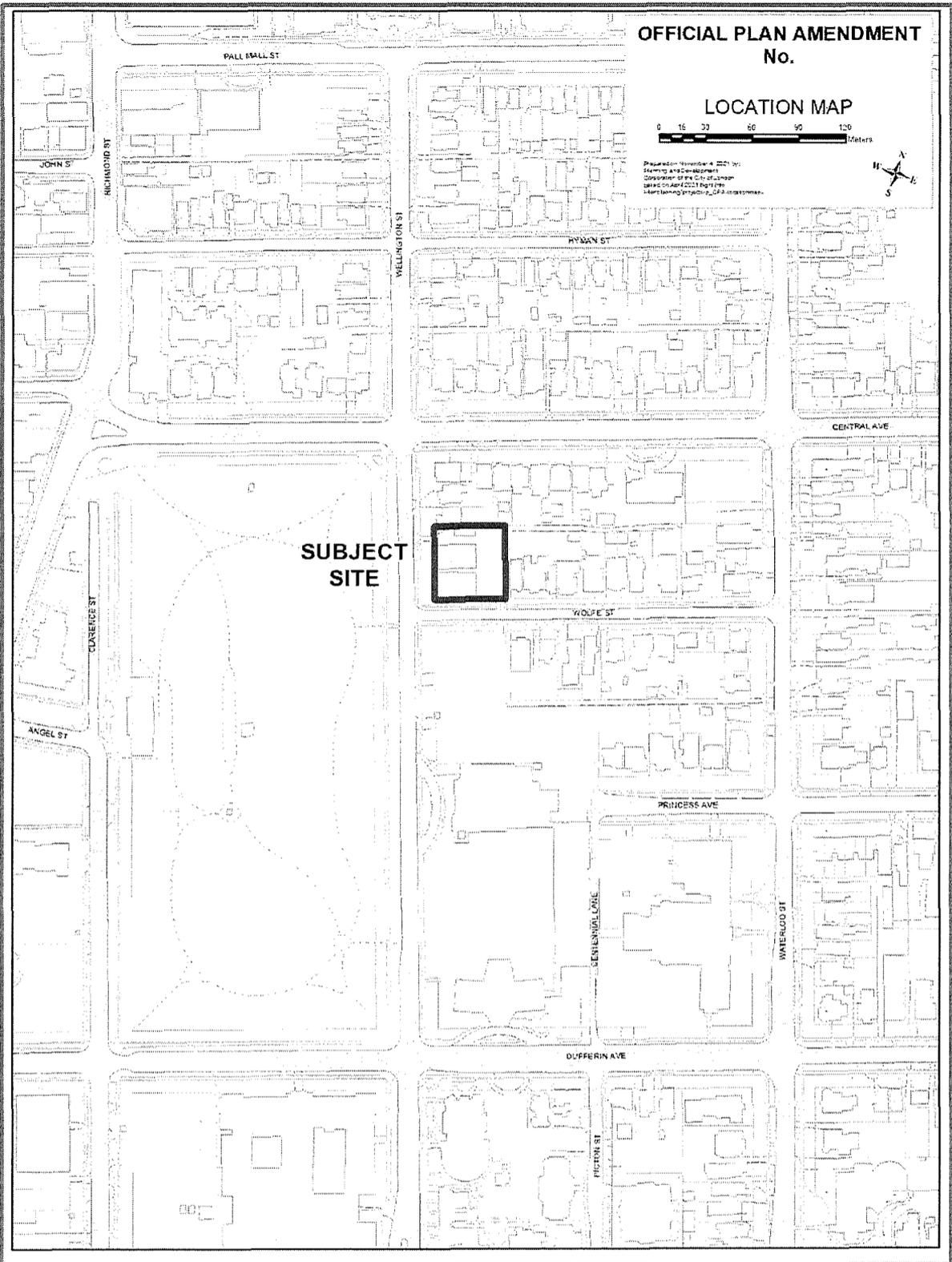
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**OFFICIAL PLAN AMENDMENT  
No.**

**LOCATION MAP**



Prepared November 4, 2021 by:  
Planning and Development  
Department of the City of London  
based on April 2021 High Fire  
Aerial Imagery (ortho\_2021\_04\_2021.mxd)



**SUBJECT  
SITE**

## Appendix B

Bill No. (number to be inserted by Clerk's Office)  
2021

By-law No. Z.-1-21\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 560 and 562 Wellington Street.

WHEREAS 560 Wellington Holdings Inc. has applied to rezone an area of land located at 560 and 562 Wellington Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 560 and 562 Wellington Street, as shown on the attached map comprising part of Key Map No. A107, from an Office (OF1) Zone to a holding Residential R10 Special Provision (h-5\*R10-5( )\*H61) Zone.
- 2) Section Number 14.4 of the Residential R10 Zone is amended by adding the following Special Provision:

R10-5( )	560 and 562 Wellington Street	
a)	Additional Permitted Uses	
	i)	Art galleries
	ii)	Bake shops
	iii)	Convenience stores
	iv)	Dry cleaning and laundry depots
	v)	Financial institutions
	vi)	Personal service establishments
	vii)	Florist shop
	viii)	Small-scale grocery store
	ix)	Food store
	x)	Restaurants
	xi)	Retail stores
	xii)	Studios
	xiii)	Video rental establishments
b)	Regulations:	
	i)	Gross Floor Area for additional permitted uses (Maximum) 300m <sup>2</sup> (3,229 sq ft)
	ii)	Front and Exterior Side Yard Depth (Minimum) 0m (0 ft)
	iii)	Rear and Interior Side Yard Depth (Minimum) 0m (0 ft)
	iv)	Landscape Open Space (Minimum) 0%
	v)	Lot Coverage 95%

	(Maximum)	
vi)	Height (Maximum)	17 storeys or 61m (200 ft) whichever is less
vii)	Density (Maximum)	807 Units Per Hectare
viii)	Parking Area Setback (Minimum)	0m (0 ft)
ix)	Floor Area Ratio (Maximum)	10:1
x)	Tower setback above 4 <sup>th</sup> storey (Minimum)	2.8m (9.2 ft)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.1 PUBLIC PARTICIPATION MEETING – SoHo Community Improvement Plan – Performance Measures and Indicators (O-9328)

- Councillor Hopkins: I'd like to go to staff to give a brief presentation regarding the SoHo Community Improvement Plan. Thank you, Ms. Hall. I'd like to move now on to the public. If there's anyone here from the public that would like to speak to this recommendation, please come forward. I'd like to ask one more time if there's, this is the SoHo CIP. Please come forward. Hello. Welcome to the Planning and Environment Committee meeting. You have. If you can state your name and address if you wish and you have up to five minutes.
- My name is Cherene Metcalf and I'm a landlord on Clarence Street. I'm just, this is the first that I'm hearing of this so I'm not sure if I'm understanding correctly but this is a proposal to start these grants and loans? This is a very initial process of this for Council? Is that correct?
- Councillor Hopkins: We will go to answers to your question once you've made your comments. I'll have staff respond. Please go forward with your comments.
- Cherene Metcalf: I don't really have any comments. That's just my question.
- Councillor Hopkins: Ok. We can go to staff after your comments and if there's anyone else here. Thank you.
- Cherene Metcalf: Thank you.
- Councillor Hopkins: I'll ask one more time if there's anyone here that would like to speak to the SoHo CIP? I see none. I just want to make sure. I will go to the Committee then to close the public participation meeting. Councillor Hillier, seconded by the Mayor. Are we good in Committee Room #1? Just one moment before we close. Clerk? I think we do have someone else that would like to make comments to the SoHo Community Improvement Plan. Welcome sir. If you can state your name and address if you wish and you have up to five minutes.
- My name is David Moxley. I'm at 236 St. Julien Street. I just wanted to say that most of the people that I've talked to in our household are very happy as to what is happening next Spring and members of the City and construction workers that are going to take part in this have explained everything very well and we're anxious to see this happen and have it and we thank everybody. Thank you.
- Councillor Hopkins: Thank you for your comments. I'll go back to the Committee, I do apologize. I will ask for a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – Lambeth Community Improvement Plan – Performance Measures and Indicators (O-9330)

- Councillor Hopkins: Very quick presentation. Thank you, Ms. Hall. Any technical questions from the Committee? I see none. I will go to the public. If there's anyone here that would like to the Lambeth CIP?
- Heather Lysynski, Committee Clerk: Sean Eden.
- Councillor Hopkins: Mr. Eden?
- Barb Westlake-Power, Deputy City Clerk: Madam Chair, I still only the unidentified phone caller in. I don't have Mr. Eden.
- Heather Lysynski, Committee Clerk: Stan Waring.
- Stan Waring: Yes, my question is, is the façade improvement program available from on the Longwoods Road section and if not, why not, and if so, can I learn more about it, please?
- Councillor Hopkins: Thank you Mr. Waring for attending. Is that the end of your comment? We usually go to staff to answer the questions at the end of your comments.
- Stan Waring: Yes.
- Councillor Hopkins: Thank you for attending the public participation meeting. I will ask one more time if there's anyone else from the public that would like to speak to this recommendation? I see none in Committee Room 1 and 2. With that I'm looking for a motion to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.4 PUBLIC PARTICIPATION MEETING – 235 Kennington Way (39CD-21511)

- Councillor Hopkins: This is a draft plan for a Vacant Land Condo. I wonder if there's anyone here? First of all, I will go to the Committee to see if they are fine without a presentation? I'll go to the public. Is there anyone here from the public that would like to make a comment? I see none.
- Heather Lysynski, Committee Clerk: Lindsay Clark, the applicant is here.
- Councillor Hopkins: Oh. Thank you. Welcome Ms. Clark. If you can make comments, you have up to five minutes.
- Lindsay Clark, Sifton Properties Limited: Thank you very much Madam Chair and Committee Members. I'm Lindsay Clark with Sifton Properties Limited. Just wanted to make a note that we are in agreement with the report brought forward by staff and I want to thank staff for their efforts and I am here if you have any questions. Thank you.
- Councillor Hopkins: Thank you.
- Lindsay Clark, Sifton Properties Limited: No problem.
- Councillor Hopkins: I'd like to go to the public. If there's anyone here that would like to make a comment, please come forward. I'll ask one more time if there's anyone from the public that would like to make a comment on the recommendation. I see none. I will look to the Committee to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.5 PUBLIC PARTICIPATION MEETING – 704-706 Boler Road (39CD-21511)

- Councillor Hopkins: I would like to go to staff for a presentation. Thank you. Any technical questions? I see none. I will go to the applicant. Is the applicant here?
- Good evening Madam Chair. My name is Casey Kulchycki, Planner with Zelinka Priamo Ltd. Just wanted to say thank you to staff for their work on this file. We've reviewed their report and we are in agreement with what is presented to you tonight. I'm just on hand in case any members of Committee, staff or the public have any questions or comments that I may be able to address. Thank you.
- Councillor Hopkins: Thank you for being here. I'd like to now go to the public. If there's anyone here that would like to make comments to this recommendation, please come forward. I see no one in Committee Rooms 1 and 2. No one on the phone. I'll ask one more time if there's anyone here that would like to make a comment to this recommendation. I see none I will look to the Committee to close the public participation meeting.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.6 PUBLIC PARTICIPATION MEETING – 512 McCormick Boulevard (Z-9374)

- Councillor Hopkins: I would like to go to staff for a brief presentation. Thank you. Any technical questions from the Committee? Councillor Lehman.
- Councillor Lehman: Through you Chair to staff are there any constraints on what would be allowed to be grown there?
- Catherine Maton, Senior Planner: Through you Madam Chair, I'm just going to pull up the definition for Urban Agriculture. There is a restriction on cannabis. That there's no cannabis permitted to be grown on site. Essentially the Urban Agriculture definition means the use of lands, buildings or structures for the purpose of growing, sharing and distributing food or beverage and may include the processing of food or beverage by the use of hand tools or small-scale light mechanical equipment. As I said, there is a restriction that does not permit the growing, processing, distribution or retail sales of cannabis but it doesn't appear there's any restriction on the type of food that's grown.
- Councillor Lehman: Thank you.
- Councillor Hopkins: Thank you that. Any other technical questions of staff? If the Committee will allow me, I do have a quick technical question and that's got to do with the height of these containers. I understand that stacking is allowed but vertical stacking is prohibited so my question is what is that and how high are these containers or can be?
- Catherine Maton, Senior Planner: Through you Madam Chair, the containers are 2.9 metres tall. The concern was that they could be stacked multiple containers high and that would result in an unsightly streetscape and would, of course, make the containers much taller than they would as a single unit. The special provision is intended to prohibit that, to ensure that it's just the single unit without multiple stacked high. In theory, the side yard setback is relative to building height and so without that special provision prohibiting the stacking there was a concern that provided they could provide a larger setback, it could open the opportunity for having the stacking. We wanted to ensure that prohibition was there.
- Councillor Hopkins: Thank you for that information. I'd like to now go to the applicant.
- Hello Madam Chair. My name is John Fleming. It's nice to see you again. I am serving as the agent for Derek Panzer and Rich Kane who are the applicants for this particular application. I want to start out by thanking Catherine Maton, Michael Tomazincic and Catalina Barrios, a team that's really helped us out through this application process and my hat goes off to them. As you have heard, the idea here is to take a vacant site, it hasn't been developed. The Old East Village has grown up around it and used it for growing food. We think it's a great opportunity. Up to 1,000 head of lettuce can be grown in one of these containers per week so this is real. It's a kind of urban agriculture use and opportunity that we think Council's been looking for and quite excited by the opportunity to take this site that's sandwiched between a hydro substation and the CPR tracks across from industrial uses and make it work. Finally, I will just say that the intention is to distribute the food within the Old East Village to restaurants, markets, the Old East Village businesses and the institutions as well looking at the potential for places like Fanshawe College and some of the social services that are in that area. We're

here to answer any questions that you do have and we do agree with the recommendation of staff and, again, very appreciative of their help. Thank you.

- Councillor Hopkins: Thank you Mr. Fleming. Welcome in a different, wearing a different hat to Planning and I know you have been quite involved in the urban agriculture areas of London as well. I will go to the public. Is there anyone here from the public that would like to make comments to this recommendation?
- Heather Lysynski, Committee Clerk: Darlene Shaw.
- Councillor Hopkins: Is it Ms. Shaw?
- Jay Shaw: Hello there.
- Councillor Hopkins: Or Jay?
- Jay Shaw: This is Jay speaking.
- Councillor Hopkins: Yes Mr. Shaw. If you could state your name and address if you wish and you have up to five minutes. Please proceed.
- Jay Shaw: Okay. Great. Thank you. My name is Jay Shaw. My address 1172 Princess Ave. We border on the property. We would be directly behind the property of the development. We really think it's a great idea for use of space, an excellent idea as opposed to something else. It's urban agriculture and we are really thrilled about that idea. Our only concern was the noise generated by the temperature control units. We'll have eight of them right next door. It would be like having eight air conditioners going all the time so we're just concerned about the noise level there. Other than that we think it's a great idea.
- Councillor Hopkins: Thank you.
- Jay Shaw: Thank you.
- Councillor Hopkins: Is there anyone else from the public that would like to make their comments to this recommendation?
- Derek Panzer on the line, the applicant. Thanks everyone. I just wanted to join and thank staff for their support and help with this and answer any questions that you may have of me. I'll turn it over to you.
- Councillor Hopkins: Thank you for being here. I'll ask one more time if there's anyone here from the public and with that I will go to Committee members to close.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.7 PUBLIC PARTICIPATION MEETING – 560 and 562 Wellington Street (OZ-8462)

- Councillor Hopkins: I'd like to go to staff for a presentation. Ms. Wise. Please come forward. Thank you, Ms. Wise. Any technical questions from the Committee? Seeing none I would like to move to the applicant. You have up to five minutes.
- Stephen Stapleton, Auburn Developments: Thank you Madam Chair. Can you hear me fine?
- Councillor Hopkins: Yes Mr. Stapleton. Go ahead. You have up to five minutes.
- Stephen Stapleton, Auburn Developments: Thank you very much for the opportunity to bring this application back to Planning Committee. I'm here with Mr. Handy and Mr. Muir from GSP Group who will be assisting me this evening and to answer any questions you may have. I would also like to thank staff for their time and effort on this file. We do appreciate it despite our differences in opinion. When there is such differences in opinion we have to search for an understanding. The difficulty in this case is the policy framework and the Land Use Designation are not in harmony. The '89 Official Plan or OP policy framework supports intensification and directs high rises and residential uses to areas with certain locational attributes. This dichotomy has caused confusion and opposing views that have yet to be reconciled. In order to clarify it is important to analyse the rationale of both the policies and the land use designation and determine the applicability of the broader support relating to these specific, to this specific location and understanding the context. The local attributes of this application and specific area are significant. Proximity to downtown and transit, places of employment, retail and restaurants and an open space amenities are front and center. These are attributes that are specifically identified in the Official Plan as preferred locations to support higher order land uses. Unfortunately, these policies are at odds with the current low density residential designation and it is this discrepancy that is the basis of our application to amend the Official Plan. 560 and 562 Wellington Street redevelop in the same time as the civic precinct in the seventies. The properties include two office buildings, one two story and one high story and contribute to more of a mixed use transformation around, along Wellington Street. This area, due to the locational attributes, continues to evolve with the recent approval of an eighteen-storey residential complex on a Canada Life property. This combination of higher intensity uses have distinguished the corridors' character from the remainder of the area. The historic and locational attributes influenced the evolution of the area. The vast majority of single-family homes in the area had been transitioned to multi-family and office conversion. The results in the loss of private rear yard amenity space in favor of parking area. This is important as the change in land use must quantify the impacts to determine sensitivity to that change. Change in housing form and height does not necessarily make it incompatible. The impacts must be measured and assessed before this can be determined. This is done by understanding the abutting lands uses and potential sensitivity. As noted in our previous submissions the transition of the private amenity spaces, the parking areas, limits the impacts to the area and therefore limits the sensitivity to height. The evolution of the area from the 1970's followed by the development of an eight-storey apartment building at Central and Waterloo and recently approved eighteen storey apartment complex have all reinforced the trend that began with the conversion of the original housing stock. This evolution of the area is characterized as transition. Given that the area has seen fifty years of evolution it can also inform us on the tolerance and resilience of the area to the proposed proposal for higher order of land uses. This is a common

evolutionary aspect to inner cities and is where further intensification should occur in order to insulate more stable neighbourhoods. Before I ask Mr. Handy of GSP Group to speak on the planning rationale I would like to reiterate that we will continue to work with the city on its goals of affordability and broader community on design and heritage contributions as part of the site plan process if Council sees clear to endorse this application. I would be pleased to answer any question after Mr Handy's presentation.

- Councillor Hopkins: Thank you Mr. Stapleton. I just want to remind you, you have just under one minute left.
- Stephen Stapleton, Auburn Developments: I believe we both marked five minutes. I have five minutes and Mr. Handy has five minutes.
- Councillor Hopkins: Oh, okay. Mr. Handy you are the consultant then.
- Hugh Handy, GSP Group: Yes Madam Chair.
- Councillor Hopkins: Thank you.
- Hugh Handy, GSP Group: Thank you Madam Chair and Members of Committee, staff, ladies and gentlemen. My name is Hugh Handy and I'm a Senior Associate with GSP Group and we act on behalf of 560 Wellington. I'm also here this evening with Kevin Muir, who's a Senior Planner in our firm. We're both Registered Professional Planners. We submitted a letter, it's before you this evening in your agenda package, and I'm going to provide some highlights of that. I'd like to also reiterate our first thanks to staff for the ongoing dialogue through our submission and also that we have considered comments from the public through this as Miss Wise has indicated. This has been extensive process that has brought us to this evening. What I'd like to do is briefly highlight things, I won't take long. As Steve has indicated many of the points that are important as part of differentiating this application. The evolution of the proposed development as Miss Wise has indicated in her presentation has had multiple resubmissions and have sought to address the comments and concerns by rearranging the building massing on the site. It's important both in our opinion as Professional Planners and our client's position that this site is miscategorized as low density residential continually advanced in our planning submissions through our planning justification report for the development plans for the Official Plan and Zoning By-law Amendment repeatedly we referenced the distinction of the Wellington Street corridor. We also believe in The London Plan, which is the, not the operative document but looking forward is a miscategorization as the core aspect in the site specific appeal of The London Plan and that's detailed in our, our submission as well, our submissions before the City. The Victoria Park Secondary Plan, which is why this is indicated it's, we've also participated and there's been multiple submissions through that process to recognize the context of this site and the importance of this corridor within central London. Third, we disagree with the notion this site is not an appropriate location. It's, in our opinion, not a low-density site and it's appropriate high-density site and I'll just highlight a few of those things. From a larger macro scale, we support broad city building objectives through this application related to the Provincial Policy Statement, the Official Plan and The London Plan. In our opinion this is a urban regeneration of central London and the primary transit area. It's transit supportive, in fact, the PPS requires the Provincial policies requires supportive development in such locations. Victoria is a core public space, there is no doubt of the importance of Victoria Park within London and within the central area and we believe that activity and this development could further support that key public space. We also believe that supporting businesses and public services is important and would be accomplished through this application. It's on the periphery of the downtown across the street and one block

from Richmond. This is also a principal arterial corridor on Wellington with frontage on that corridor. We will also provide a diversity of housing stock one, two, three-bedroom units in a distinct location from the downtown in close proximity to the downtown. On a micro or in terms of the context of this site Wellington Streets corridor character is different from the rest of West Woodfield and Woodfield in our opinion. 556 Wellington approvals on the south side which Mr. Stapleton has referenced reinforces this different character. The block the site sits in is not single-detached dwelling use anymore I think that's highlighted in some of the photos and aerial imagery that's within the letter that we sent to you this evening for your consideration. This block is different, when you take a look at it with parking, with lane ways this is different from other areas within Woodfield and we ask you for your consideration of that this evening. There's been multiple studies for the submission, testing the impacts, shadowing, there's acceptable impacts considered in the context when the safety conditions are met the comfort conditions largely are acceptable. Further design measures will be at detailed design should this application be approved. Traffic affected roads will continue to operate at acceptable service levels as Mr Stapleton's indicated this really underwent a transformation in the '70's. These are replications on the site there's no building heritage value other than the contextual relationship so we're not losing heritage buildings.

- Councillor Hopkins: Mr. Handy.
- Hugh Handy, GSP Group: In closing.

Councillor Hopkins: Oh, thank you.

- Hugh Handy: Yes, I am. I anticipated. Thank you, Madam Chair. In closing the subject property is an appropriate location for a tall building. It provides, in our opinion, a more meaningful intensification opportunity in central London and within the area of the rapid transit furthering both local and Provincial policy objectives. We look for your support this evening and are happy to answer any questions. Thank you, Madam Chair, Committee.
- Councillor Hopkins: Thank you Mr. Handy. Any technical questions? Councillor Hillier.
- Councillor Hillier: Yes. Thank you for recognizing me. One question for staff regarding 311 Central Avenue, that is the Granite House apartment building. How tall is that? How many storeys?
- Councillor Hopkins: Councillor Hillier can you just give me the address again? Sorry.
- Councillor Hillier: 311 Central Avenue. It's called the Granite House. It's been there for quite a while.
- Councillor Hopkins: Thank you. 311 Central. I'd just like to go to staff to find out how many storeys.
- Mike Corby, Manager, Planning Implementation: Through you Madam Chair, it's Mike Corby. If you just want to give us a minute, we can try and figure that out for Councillor Hillier.
- Councillor Hillier: Thank you.
- Sonia Wise, Senior Planner: Madam Chair, this is Sonia Wise. Based on the Google Street View and just counting the storeys it appears to be eight storeys.

- Councillor Hopkins: Councillor.
- Councillor Hillier: Thank you very much.
- Councillor Hopkins: Thank you. Any other technical questions of the Committee? I see none. I'll now go to the public. I'd ask the public. I see Councillor Turner is joining us. Councillor Turner do you have a technical question of the applicant?
- Councillor Turner: I do if I might.
- Councillor Hopkins: Yes. Please go ahead. Sorry for not recognizing you.
- Councillor Turner: Thank you Madam Chair. If I might through you Madam Chair to Mr. Stapleton. Could you give us a bit of a context of how long Auburn has owned the property and whether you are familiar with the West Woodfield Conservation District and the rules associated with that at the time purchase?
- Councillor Hopkins: Mr. Stapleton?
- Stephen Stapleton, Auburn Developments: Sorry I forgot to hit mute. Yes, I believe we purchased the property just after the West Woodfield Heritage Plan was adopted.
- Councillor Hopkins: Just.
- Councillor Turner: I'd imagine at the time of purchase you were aware of what the constraints were on the property with the West Woodfield property or Heritage Conservation District process that had designated for the area as well as the Official Plan and the downtown area and all of those designations?
- Stephen Stapleton, Auburn Developments: Yeah. I'm aware of the Official Plan designations through the property and also the policy context that I referenced in my letter. Yes.
- Councillor Turner: Okay. Thank you. I just wanted to be sure. It's, the process of the West Woodfield Conservation District came into effect in 2000 August just for context. Thank you.
- Councillor Hopkins: Thank you and I see no other technical questions. I will go to the public and I will start with Committee Room 1 and 2. If a member of the public can just come forward with your name and address if you wish and you have up to five minutes. Welcome.
- My name is Bill King. I'm speaking on behalf of Greg Brusaz, the owner and residents of three properties in the Woodfield Heritage District all located within fifty feet of the application. (See attached presentation.)
- Councillor Hopkins: Thank you. I'd like to go to the next person in the committee room. If you can come forward with your name, address if you wish and you have up to five minutes. Welcome.
- My name is Kate Rapson. I'm the Chair of the Woodfield Community Association. We submitted a letter last July and I just read parts of that for you for the Committee here tonight. Woodfield Community Association would like to express our concerns and would like to support the City staff's refusal of the proposed development at 560 and 562 Wellington Street. While the development concept has been revised over the years, we would like to reiterate the concerns that other members of the community have submitted on this application previously that we

do not feel have been adequately addressed. Appreciating the need to intensity our community we do not believe a seventeen-storey development is appropriate directly abutting single family homes. Disagree with what was said earlier that most of the homes in that block are no longer residential or single family within the Woodfield neighbourhood. The proposal has not adequately addressed the impacts on the neighboring residential areas including increased traffic particularly on Wolfe Street but also the neighbourhood as a whole especially in light of the four-hundred-unit thing that has been approved just opposite the corner. In addition to the impacts of Victoria Park as a crucial open space for all residents of London have also not been adequately addressed – wind tunnelling, shadows, traffic, have all been, all have the potential to create impacts on the park as enjoyed by the entire city. Also want to reiterate that during the Victoria Park Secondary Plan we've asked for some environmental work to be done on the various iterations of potential zoning for the area and that's also not been addressed adequately. The Victoria Park Secondary Plan was initiated to better understand the cumulative impacts of development and it's that vision for the area that has yet to be adopted. In addition to the Great West development is a group of over four hundred units understanding these cumulative impacts are vital to maintaining the character and vitality of the neighbourhood and also this small green parcel in the middle of our city. How can this development be moving forward prior to finalizing a Secondary Plan without that plan in place we cannot support this application? It is also unclear how this development can be contemplated in the context of the West Woodfield Heritage Conservation District which emphasizes residential character, pedestrian scale and the importance of Victoria Park. With regard to specifics of the proposed development the reduction of yard depths, the lot area and use of rooftop areas in the calculation of landscaped open space are not appropriate for the site. While we appreciate that multiple revisions to the proposal in an attempt to mitigate impacts, impacts of a seventeen-storey building directly abutting a low density residential cannot be mitigated. We don't believe this site is appropriate for the proposed development and will set a precedent that the previous speaker noted to the other sites abutting the park. We would like you to know that we are happy to meet with the city development to share concerns and collaborate on solutions. We'd also like to echo concerns being expressed by others at the public meetings before the Planning and Environment Committee and Council while required under the *Planning Act* do not represent meeting folk, community engagement. We urge this Committee to please support staff's recommendation that this application be reused and we thank you for your time. Thank you.

- Councillor Hopkins: Thank you for your comments. Welcome. If you could just state your name and address if you wish and you have up to five minutes.
- Hazel Elmslie: (See attached presentation.)
- Councillor Hopkins: Yes. Please come forward stating your name and address if you wish and you have up to five minutes.
- Tom Okanski: (See attached presentation.)
- Councillor Hopkins: Thank you. Is there anyone else in Committee Room? Please come forward with your name, address if you wish and you have up to five minutes. Welcome.
- MaryAnn Hodge: (See attached presentation.)
- Councillor Hopkins: Thank you Ms. Hodge. Is there anyone else in the Committee Room that would like to come forward? I see no further comments from Committee Rooms 1 and 2. Are there any others?

- Heather Lysynski, Committee Clerk: Dorothy Palmer.
- Councillor Hopkins: Ms. Palmer?
- Dorothy Palmer: Thank you. I did look at the proposals and the plans and I appreciate the comments from both the developer and of course the committee room. One statement did stand out to me it was that this stretch of Wellington had been redeveloped in the 1970's and it's kind of well, it's already kind of gone and I'm not sure that's really a wonderful reference there were errors made at the time and perhaps this is the time to sit back a bit and say what could be done better for the next fifty years and I'm going to leave it at that. Thank you.
- Councillor Hopkins: Thank you. Is there anyone else that would like to make a comment?
- Heather Lysynski, Committee Clerk: Kelley McKeating.
- Kelley McKeating: Thank you.
- Councillor Hopkins: Thank you Ms. McKeating. I just want to remind you, you have up to five minutes. Please proceed.
- Kelley McKeating, Architectural Conservancy of Ontario London branch: I'm trying to, I think I'll be shorter. As you may realize I am speaking on behalf of the Architectural Conservancy of Ontario's London region branch. The ACO London supports the staff's recommendation and we've submitted a letter which provides the detailed list of our concerns regarding this proposed development and I'm not going to repeat all of the items in that letter. The, my understanding and I could be wrong, but my understanding is that a City in Ontario cannot pass a Zoning by-law that's inconsistent with a Heritage Conservation District Plan and the policy 4.3 of the West Woodfield H.C.D. Plan states that new buildings shall respect and be compatible with the heritage character of the West Woodfield area through attention to height built form, set back, massing, material and other architectural elements so it seems to me that this proposal is inconsistent with the H.C.D. Plan and that is presumably something that the city should be considering and deciding how to address this proposal. Also, the Ontario Municipal Board, the predecessor to the Ontario Land Tribunal, found in 2015 in a matter up in Toronto related to a thirty-two-storey building, they found that they decided that respectful separation district was critical to conserving the heritage attributes of the neighboring designated and listing properties and in that regard I point out that 560-562 Wellington Street are immediately adjacent to two designated properties, 294 Wolf Street and 568 Wellington Street. Again, this proposal sort of fails in that criterion that the OMB set a few years ago. Now high-rise intensification is absolutely to be supported in the right location and within the City of London our position and our perspective is that the south side of downtown is for the most part the right location there are parking lots there, there are low-rise buildings that don't have any redeeming architectural value and there are ample and really wonderful opportunities for intensification there. The right location is not next door to city gems such as Victoria Park and as another example of what is not the right location, I'd suggest that in the City of Paris France, they'd be unlikely to permit a seventeen-storey office tower or residential development along the Champs-Élysées Boulevard even though there are indeed high-rise towers elsewhere in the City of Paris. It's all about the right location in the right spot and I would encourage you as one of the other speaker said to please make the decision that makes sense for West Woodfield and also for all Londoners. Thanks very much.

- Councillor Hopkins: Thank you. Is there anyone else that would like to make comments to the staff's recommendation? I see none and I'll ask for more time if there's anyone that would like to make comments please come forward. I see no further comments. I'd like to go to the Committee to close the public participation meeting.

## File : OZ-8462

I am speaking on behalf of Greg Bruzas, the owner and resident of 3 properties in Woodfield Heritage District all located within 50 feet of this absurd application that is trying to redefine the whole city planning process.

If our city accepts all or part of this application, legally what they do for one, they must do for all. Is the city ready to make this precedent setting change to this 150+ year old historic community?

All three of my properties over the past 15 years were restored honouring their historic significance and according to the City of London's - Heritage London protocols. One of these homes' restoration efforts was granted The Ontario Conservancy Architectural Heritage Award in 2019. My other two properties are at 568 Wellington Street (directly next to this application) and 2 doors down at the corner of Wellington Street and Central Avenue. Our family home is located 2 properties east of Wellington Street at 293 Central Avenue (The former Phi Beta Phi Sorority House)

It is, at very least, irresponsible to grant Auburn Homes/560 Wellington Holdings Inc. the opportunity to build the monstrosity that they are proposing in a community that has Edwardian and Victorian, Queen Ann style Mansions and Ontario Cottages, dating back to 1840.

I offer the following reasons why this will have a devastatingly negative impact on the integrity of the Woodfield District, the conservation of historically-significant homes, and the 1400 households and families, who embrace this Residential community.

- The 1989 Official Plan and the New London Plan (2021) both reference the zoning of the Woodfield District, as "low density residential and Neighbourhood place type".

Auburn Homes attempt to **supersede this zoning** designation and be accepted as "urban corridor" is unacceptable. They have the privilege of being located in the "2016 Great Places in Canada Winner - Great

Neighbourhood”. That privilege means they are bound to the zoning in place, no exceptions. Irresponsible and unacceptable

- With their request to be **‘rezoned’ as Urban Corridor**, they are asserting that they will have zero ‘set back’ conditions. With reductions to yard depths and property lines, and 95% lot coverage, their building will abut one of my homes; literally meaning I cannot open my side doors and step out. Additionally, the balconies will cantilever over my property. The same denial of property set backs will extend across the communal right of way, and potentially prevent access to my garage at another property. Irresponsible and unacceptable
- The Laneway off Wolfe Street is the only access to parking for all residences in the block in question. There are only 4 driveways. All parking is accessed from a horse and buggy lane from the 1800s. By giving ZERO set-back off the property line, it will jeopardize families getting their vehicles down the lane.
- Woodfield District has a 10 meter building **height rule**. Auburn Homes is requesting a 61 Meter high building (6 times the height); including a 17 storey mixed-use residential/ commercial apartment building with 173 apartments and 1 commercial unit with a range of small scale used in the space. Irresponsible and unacceptable
- If the City of London makes the **Precedent- Setting decision**, to allow a 17 story building change the integrity of the Woodfield Historic district, they must also allow the complete block, owned by Farhi Holdings, located between Wellington Street, Richmond Street, Central Ave to Hyman Street, must be allowed to rebuild to this new zoning height, add commercial retail stores and also build directly on the property line.
- The city must also allow the vacant lot at Central and Waterloo to be developed at the new height with retail commercial zoning.
- The city must also allow developers to come into the district and tear down home to build multi-story multi-use buildings throughout Woodfield.

- It will then also allow **me** to demolish two of my Historic properties (located immediately next door to 560-562 Wellington) at 568 and on the corner of Central at 572 Wellington Street.
- Our home at 293 Central Avenue (the house the won the Ontario Architectural Conservancy Award) could also be torn down and we will construct a 17 story building.
- If the city permits the **retail and commercial zoning** to Auburn Homes, I could convert the properties at 568 and 572 to a night club, restaurant or clothing store? I could open a cannabis shop at my home at 293 Central Avenue. Irresponsible and Unacceptable.

Additionally:

- My neighbour, in Woodfield District, was in desperate need of new windows on her home. Vinyl or aluminum Windows were not an option, as per the stringent rules of Heritage London. She saved the tens of thousands of dollars to have the wood windows removed and covered with plastic as each was rebuilt removing the rotten wood and replacing the glass. This process didn't increase the R value of the home from the original 1907 Windows. How can the city ask one thing of a 20+ year resident of Woodfield and give a Corporation full carte blanche to the changes requested to 560 Wellington Street.
- If the 560 Wellington Street Project is allowed to alter the Property size/set back restrictions, the city will need to approve driveways in the front yards off Wolf Street, Central Avenue, Wellington Street and Waterloo Street.

If the City of London moves in favour of this **precedent setting** decision, it will ultimately impact the vital integrity of the Woodfield District. In doing so, they will be compromising historically-significant homes, create density damage, and negatively impact the families who live and love this area.

Additional comments delivered verbally at PEC 1 Nov 2021

1. In Mr. Stapleton's presentation he proposed a theory of the **evolutionary redevelopment** of the Woodfield neighborhood, implying that the intensification of 560-562 Wellington is the inevitable result of "recent" planning decisions. In fact his examples, the SW corner of Waterloo and Central, and the London Life parking lot on Wellington, to the south of this property, although approved have not yet been redeveloped. Furthermore Waterloo and Central has been dormant and an eyesore in the neighborhood for over 35 years and no development has taken place since the approval in 2014, 8 years ago. The only reason the London Life parking lot redevelopment needed approval was the need to override Heritage concerns. In all other respects it adhered to redevelopment requirements for that site and did not require rezoning.
2. There are 2 concerns that the City has recognized that do not appear to be addressed in this proposal. One is the Climate Emergency and the other is affordable housing. This building has not green attributes at all, and minimal outdoor amenity space. The wind study points out that outdoor space will not be usable in the winter, and perhaps even dangerous. Since it is zero lot line there will be no room for landscaping and trees. To meet affordable housing there needs to be rent geared to income in this building.

Hazel Elmslie  
63 Arcadia Crescent  
London, ON, N5W 1P5

## Planning and Environment Committee Meeting

November 01, 2021

Submission from Tom Okanski

Victoria Park is an unfortunate locus of several differing and competing zones. The official city plan of 1989 and confirmed by the London Plan (new London Plan) resolves the issue by compromise. It defines those various zones around the park and recognizes that their mutual coexistence in fact can work to enhance the city by leaving intact this small bit of geography that is so diversely utilized by the city's citizens. That portion of lands to the north and east are designated Low density residential in 1989 and confirmed Neighbourhoods Place on The London Plan. This area and the park itself is further designated a Heritage Zone.

The requested changes to the zoning and special provisions being asked fly in the face of this compromise: there is no attempt in the developer's proposal to maintain this spirit of compromise.

If approved, it will upend the fragile balance of uses, both by the building itself with its height, massing, lot coverage and also by the precedent that will be set if allowed. As has already happened, there will be further erosion of the park's mosaic. Others will use this precedent to seek conversion of the remaining neighbourhoods place type to high rise commercial residential. That erodes the viability of the park as a community gathering space as it becomes the backyard for a group of high-rise exclusive apartments.

I encourage you to maintain the status quo, an awkward but functional compromise that keeps the park and its environs accessible to all Londoners.

Please be consistent with the work done by staff and by previous council in what is now a third application: once again, turn it down!

First, I would like to respond to a statement made earlier. Yes, this block is different than the rest of Woodfield. This block includes several very exclusive examples of Victorian architecture – as fronting on Victoria Park was seen as an exclusive address even then. Also, most houses on the block do not have front driveways. The only access to parking is from a rear lane – and yes, there is lots of parking there – but you will notice that the front yards are lovely and add to the charm of the street. We also have a group home for developmental adults in this block, which requires parking for staff which would be in excess of a normal household's parking needs.

We have an affordable housing shortage and we are in a climate emergency.

People often ask me why, if I advocate for affordable housing and climate action, am I against this application.

It is true that increasing density in the city is essential to combatting climate change. We need density to make transit work more efficiently. Density allows us to leverage existing infrastructure like sewer, water and roads that we already have in place, keeping property taxes lower.

but density is not a one-size-fits-all solution  
doubling the density on this site is still a significant improvement  
if we were to double the density throughout the city, we would not have a housing shortage

we have zoning rules that dictate the appropriate density in the city.

this property has been zoned for 6 storeys for decades. Since the original houses were demolished to build the existing office tower.

The London Plan has updated the zoning to double this property's current zoning.

Auburn wants to argue that this property is really in the downtown core. This is not in the downtown core. This is a heritage district - with the advantages and disadvantages that go with it. As a property owner in the neighbourhood, we know this means higher renovation costs and limited re-development opportunities. It means there is space between buildings., not wall to wall concrete. Auburn has re-submitted this application and with zero lot lines. This is not in keeping with a residential neighbourhood.

This is a heritage district BECAUSE of the residential nature of the buildings. It is true that some of this housing has transitioned to light office use, but with the decreasing demand for office space, these buildings may transition back to residential as Auburn is demonstrating with this application.

This development will not address the housing affordability shortage, as this desirable location next to Victoria Park will entice developers to build to the highest possible price point

In my opinion, climate change is really a symptom of a larger issue – it shows us what happens when we sacrifice the health of people and the planet in the pursuit of short term economic gain. What is the long term cost of putting a 17 storey building in a block of 2-3 storey heritage buildings? What is the cost to Victoria Park? There are no studies that show the park can flourish with tall buildings encircling the park, increasing shade at every point in the day.

The park is planned for the possibility of 25storey buildings on the west, and 35 storey buildings on the south. These heights are in line with the ideology of higher density in transit corridors. Covid has shown us we need to protect public places. There are no studies that show the park can flourish with tall buildings encircling the park, increasing shade at every point in the day. The new building on Richmond is a great example of high rise development in the right place. It is a block away from the park, and has no great impact on the experience in the park.

In my view, this application is really asking the question - will Council ignore the London Plan, created by planning professionals, and endorsed by council, to extend the downtown design district further north to accommodate this application?

attracting people to the downtown requires more than just high rise buildings. It requires natural spaces for people to go for a walk. This neighbourhood is most desirable because it has a gem of a park, and is in an attractive heritage district that makes taking walks in the neighbourhood pleasurable. But this privilege comes with responsibility - the responsibility to keep the neighbourhood a residential atmosphere.

I ask you to deny this application on the grounds that it does not meet the existing height restrictions of the Heritage Conservation District, or the London Plan, and would have a negative impact of Londoner's enjoyment of Victoria Park, the jewel of London's urban parks.

MaryAnn Hodge

# Strategic Priorities and Policy Committee

## Report

15th Meeting of the Strategic Priorities and Policy Committee  
November 9, 2021

**PRESENT:** Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, S. Hillier

**ALSO PRESENT:** K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, M. Butlin, B. Card, S. Corman, J. Davison, K. Dickins, A. Dunbar, C. Green, K. Murray, K. Scherr, M. Schulthess, C. Smith

The meeting is called to order at 4:01 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, A. Hopkins, P. Van Meerbergen, S. Turner and S. Hillier.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That consent items 2.1 and 2.3 BE APPROVED.

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

**Motion Passed (14 to 0)**

#### 2.1 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That it be noted that the 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on October 21, 2021, BE RECEIVED for information.

**Motion Passed**

#### 2.3 Confirmation of Appointment to the Hyde Park Business Improvement Association

Moved by: M. van Holst

Seconded by: P. Van Meerbergen

That Curtis Neville BE APPOINTED to the Hyde Park Business Improvement Association for the term ending November 15, 2022; it being noted that the Strategic Priorities and Policy Committee received a

communication from D. Szpakowski, General Manager/CEO with respect to this matter.

**Motion Passed**

2.2 LMCH - CMHC Co-Investment - Loan Agreement

Moved by: J. Fyfe-Millar

Seconded by: J. Helmer

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

- a) the proposed by-law as appended to the staff report dated November 9, 2021 as Appendix "A" BE INTRODUCED to:
- i) approve the Credit Agreement, substantially in the form attached, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing Inc. and The Corporation of the City of London (the "Credit Agreement");
  - ii) approve the Guarantee, substantially in the form attached to the staff report, between the Canada Mortgage and Housing Corporation and The Corporation of the City of London (the "Guarantee");
  - iii) approve the Operating Agreement, substantially in the form attached to the staff report, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing Inc. and The Corporation of the City of London (the "Operating Agreement");
  - iv) approve the Certificate of Officer, substantially in the form attached to the staff report, for the City of London (the "Certificate of Officer");
  - v) authorize the City Treasurer to approve any amendments to the Credit Agreement, Guarantee, Operating Agreement and Certificate of Officer prior to the execution by the Mayor and City Clerk;
  - vi) authorize the Mayor and the City Clerk to execute the Credit Agreement, the Guarantee, and the Operating Agreement;
  - vii) authorize the City Treasurer to execute the Certificate of Officer;
  - viii) delegate authority to the Deputy City Manager, Finance Supports to approve further agreements, documents or forms required by the Canada Mortgage and Housing Corporation;
  - ix) authorize the Mayor and the City Clerk to execute any further agreements, documents or forms required by the Canada Mortgage and Housing Corporation and approved by the Deputy City Manager, Finance Supports;
  - (x) authorize the Deputy City Manager, Finance Supports (or delegate) to execute any financial reports required under the Credit Agreement, the Guarantee, the Operating Agreement, and the Certificate; and,
  - xi) authorize the Civic Administration to undertake all administrative acts required in connection with these agreements;
- b) the proposed by-law as appended to the staff report dated November 9, 2021 as Appendix "B" BE INTRODUCED to:

- i) ratify the Resolution of the Shareholder of London & Middlesex Community Housing Inc. to approve the borrowing under the Credit Agreement among London & Middlesex Community Housing Inc., the Corporation of the City of London, and Canada Mortgage Housing Corporation and the Operating Agreement among the Canada Mortgage Housing Corporation, London & Middlesex Community Housing Inc. and The Corporation of the City of London, and the granting of security under the Account Security Agreement between London & Middlesex Community Housing Inc. and Canada Mortgage Housing Corporation; and
- ii) authorize the Mayor and City Clerk to execute the Resolution of the Shareholder.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

### **3. Scheduled Items**

#### **3.1 Not to be heard before 4:05 PM - Tabling of the 2022 Budget Update**

Moved by: E. Pelozo

Seconded by: J. Morgan

That the following actions be taken with respect to the Draft 2022-Tax-Supported Annual Update and the Draft Water and Wastewater Treatment Budgets Annual Update:

- a) the Draft Budget documents BE REFERRED to the 2020-2023 Multi-Year annual budget update process; and,
- b) the overview presentation, as appended to the added agenda, by the Deputy City Manager, Finance Supports with respect to the 2022 Budget Update BE RECEIVED.

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

**Motion Passed (14 to 0)**

#### **3.2 Not to be heard before 4:15 PM - London Economic Development**

Moved by: P. Van Meerbergen

Seconded by: A. Hopkins

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from K. Lakhotia, President and CEO, London Economic Development Corporation.

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

**Motion Passed (14 to 0)**

3.3 Not to be heard before 4:15 PM - TechAlliance - Annual Update

Moved by: S. Lehman  
Seconded by: S. Lewis

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from C. Fox, CEO, TechAlliance.

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

**Motion Passed (14 to 0)**

3.4 Not be heard before 4:15 PM - London Small Business Centre - Annual Update

Moved by: M. Cassidy  
Seconded by: S. Hillier

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from S. Pellarin, Executive Director, London Small Business Centre.

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

**Motion Passed (14 to 0)**

**4. Items for Direction**

4.1 London Small Business Centre - Business Case Submission

Moved by: J. Morgan  
Seconded by: M. Cassidy

That the Civic Administration BE DIRECTED to work with the Small Business Centre to support an application to the Local Business Accelerator Program and that a municipal contribution of \$57,500 BE AUTHORIZED from the earmarked London Community Recovery Network funding, noting that Municipal Council previously authorized \$10 Million to be contributed to the Economic Development Reserve Fund to support social and economic recovery measures.

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

**Motion Passed (14 to 0)**

Moved by: J. Fyfe-Millar  
Seconded by: M. van Holst

That the committee recess until 6:50 PM.

**Motion Passed**

The Committee recesses at 6:32 PM, and reconvenes at 6:54 PM.

4.2 Hamilton Road BIA 2022 Budget Request

That the following actions be taken with respect to the Hamilton Road BIA 2022 Budget request dated October 22, 2021:

- a) the above-noted request BE DEFERRED to the 2023 budget process;
- b) the Hamilton Road BIA BE REQUESTED to work with the Civic Administration to develop a full business case, with proposed funding source, for the 2023 budget process; and,
- c) that a one-time grant of \$30,000 be provided to the Hamilton Road BIA from the Community Investment Reserve Fund to establish an operating reserve.

**Motion Passed**

Voting Record:

Moved by: E. Pelosa

Seconded by: J. Morgan

That the following actions be taken with respect to the Hamilton Road BIA 2022 Budget request dated October 22, 2021:

- a) the above-noted request BE DEFERRED to the 2023 budget process; and
- b) the Hamilton Road BIA BE REQUESTED to work with Civic Administration to develop a full business case, with proposed funding source, for the 2023 budget process.

Moved by: M. van Holst

Seconded by: J. Helmer

That the motion BE AMENDED to add the following new part c):

"c) that a one time grant of \$30,000 be provided to the Hamilton Road BIA from the Community Investment Reserve Fund to establish an operating reserve."

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, J. Fyfe-Millar, and S. Hillier

Nays: (2): S. Turner, and E. Pelosa

Absent: (1): M. Salih

**Motion Passed (11 to 2)**

Moved by: E. Pelosa

Seconded by: J. Morgan

That the motion, as amended, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Nays: (1): S. Turner

Absent: (1): M. Salih

**Motion Passed (12 to 1)**

4.3 Consideration of Appointment to the Covent Garden Market Board  
(Requires 1 Member)

Moved by: S. Hillier

Seconded by: M. van Holst

That Justin Dias BE APPOINTED to the Covent Garden Market Board for the term ending November 15, 2022.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

Voting Record:

**Election**

Appointment of a member to the Covent Garden Market Board.

**Justin W. Dias(53.85 %):**J. Helmer, M. Cassidy, J. Morgan, S. Turner, S. Hillier, E. Pelozo, P. Van Meerbergen

**Ronald Earnshaw(0.00 %):**None

**Don McCallum(15.38 %):**M. van Holst, A. Hopkins

**Norman N. Sproule(30.77 %):**S. Lewis, S. Lehman, Mayor E. Holder, J. Fyfe-Millar

**Majority Winner: Justin W. Dias**

**5. Deferred Matters/Additional Business**

5.1 (ADDED) RBC Place London Board Appointment Recommendations for 2022

Moved by: S. Lehman

Seconded by: J. Fyfe-Millar

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

a) David Smith (Public Health) and Jenny Diplock (Business), Class 3, BE APPOINTED for the term ending November 15, 2023; and,

b) Dr. C. Schlachta (Health Care), Nora Fisher (Technology), and Tony Soares (Marketing), Class 3, BE APPOINTED for the term ending November 15, 2022.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

5.2 (ADDED) Committee of Adjustment - Member Vacancy

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That the resignation of John Fyfe-Millar from the Committee of Adjustment BE ACCEPTED and the City Clerk BE DIRECTED to publicly advertise for

a replacement appointment with applications to be considered at the next meeting of the Strategic Priorities and Policy Committee.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

**6. Confidential (Enclosed for Members only.)**

6.1 Solicitor-Client Privileged Advice

Moved by: J. Fyfe-Millar

Seconded by: S. Lewis

That the Strategic Priorities and Policy Committee convene, in closed session, to consider a matter related to advice which is subject to solicitor client privilege and communications necessary for that purpose.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

The Strategic Priorities and Policy Committee convenes, in closed session, from 7:37 PM to 8:03 PM.

**7. Adjournment**

Moved by: S. Turner

Seconded by: S. Hillier

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 8:11 PM.

# Audit Committee Report

5th Meeting of the Audit Committee  
November 3, 2021

PRESENT: Deputy Mayor J. Morgan (Chair), M. van Holst, J. Helmer, S. Turner, L. Higgs

ALSO PRESENT: M. Schulthess and J. Taylor.

Remote Staff Attendance: L. Livingstone, A. Barbon, M. Butlin, I. Collins, M. Daley, J. Davison, K. Dickens, S. Oldham, J. Pryce (Deloitte), S. Swance.

The meeting is called to order at 12:01 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, J. Helmer, and S. Turner; L. Higgs.

**1. Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

**2. Consent**

None.

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Internal Audit Summary Update

That the communication dated October 22, 2021, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

**Motion Passed**

4.2 Internal Audit Dashboard as at October 22, 2021

That the communication from Deloitte, regarding the internal audit dashboard as at October 22, 2021, BE RECEIVED.

**Motion Passed**

4.3 Observation Summary as at October 22, 2021

That the communication from Deloitte, regarding the Observation Summary as at October 22, 2021, BE RECEIVED.

**Motion Passed**

4.4 SaaS Application Review

That the Internal Audit Report from Deloitte with respect to SaaS Application Review performed March 2021 to July 2021, issued October 21, 2021, BE RECEIVED.

**Motion Passed**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential (Enclosed for Members only.)**

6.1 Security of Property

That the Audit Committee convene, In Closed Session, for the purpose of considering the following:

6.1. Security of Property

A matter pertaining to the security of the property of the municipality or local board.

**Motion Passed**

The Audit Committee convened in closed session from 12:19 PM to 12:32 PM.

**7. Adjournment**

That the meeting be adjourned.

**Motion Passed**

The meeting adjourned at 12:33 PM.

# Strategic Priorities and Policy Committee Report

16th Special Meeting of the Strategic Priorities and Policy Committee  
November 15, 2021

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, S. Hillier

ALSO PRESENT: M. Ribera, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, S. Corman, J. Davison, K. Dickins, G. Kotsifas, J.P. McGonigle, J. Raycroft, C. Saunders, M. Schulthess

The meeting is called to order at 4:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Peloza and S. Hillier.

## 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

## 2. Consent

None.

## 3. Scheduled Items

None.

## 4. Items for Direction

### 4.1 Consideration of Filling of Ward 6 Vacancy

Moved by: M. van Holst

Seconded by: J. Fyfe-Millar

That the following actions be taken with respect to filling the vacancy of the Office of Ward 6:

a) Mariam Hamou BE APPOINTED to the Office of Ward 6 for the term commencing November 16, 2021 and ending November 15, 2022, pursuant to section 263(1)(a) of the *Municipal Act, 2001*;

b) the City Clerk BE DIRECTED to confirm the consent of Mariam Hamou to be appointed to the Office of Ward 6 and to confirm the individual's eligibility to hold the Office of Ward 6, as set out in the *Municipal Act, 2001*; and

c) subject to the confirmation of the matters set out in b) above, the City Clerk BE DIRECTED to prepare the necessary by-law to appoint Mariam Hamou to the Office of Ward 6, in accordance with term set out in a) above, to be introduced at the Council meeting to be held on November 16, 2021.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (3): J. Helmer, A. Hopkins, and S. Turner

Absent: (1): M. Cassidy

**Motion Passed (10 to 3)**

Voting Record:

**Election**

Appointment to Ward 6

**Mike Bloxam(7.14 %):**J. Fyfe-Millar

**Nancy Branscombe(42.86 %):**M. van Holst, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza

**Shiv Chokhani(0.00 %):**None

**Omar El Naggari(0.00 %):**None

**Jacob Gal(0.00 %):**None

**Mariam Hamou(50.00 %):**M. Salih, J. Morgan, S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, Mayor E. Holder

**Tariq Khan(0.00 %):**None

**Wajdi Khouri(0.00 %):**None

**Roman Lalich(0.00 %):**None

**Quintin Lang(0.00 %):**None

**Wanda Latuszak(0.00 %):**None

**Lincoln McCardle(0.00 %):**None

**Bronagh Morgan(0.00 %):**None

**Sean M. O'Connell(0.00 %):**None

**Erik Parti(0.00 %):**None

**Matthew Reid(0.00 %):**None

**Susan Slaughter(0.00 %):**None

**Karen Lee Steinmann(0.00 %):**None

**Carmelita Tang(0.00 %):**None

**Robert James Lloyd Wright(0.00 %):**None

**Majority Winner: No majority**

**Election**

Appointment to Ward 6

**Nancy Branscombe(50.00 %):**M. van Holst, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar

**Mariam Hamou(50.00 %):**M. Salih, J. Morgan, S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, Mayor E. Holder

**Majority Winner: No majority**

**Election**

Appointment to the office of Ward 6 Councillor

**Nancy Branscombe(42.86 %):**J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar

**Mariam Hamou(57.14 %):**M. van Holst, M. Salih, J. Morgan, S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, Mayor E. Holder

**Majority Winner: Mariam Hamou**

**5. Deferred Matters/Additional Business**

5.1 (ADDED) Submissions of Support

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That the following communications regarding support for the Ward 6 vacancy BE RECEIVED:

a communication dated November 5, 2021 from M. Blosch;  
a communication dated November 10, 2021 from C. Butler; and  
a communication dated November 2, 2021 from V. Aziz.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): M. Cassidy

**Motion Passed (13 to 0)**

**6. Adjournment**

Moved by: S. Hillier

Seconded by: E. Pelosa

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 4:33 PM.

Bill No. 516  
2021

By-law No. A.- \_\_\_\_\_ - \_\_\_\_

A by-law to confirm the proceedings of the  
Council Meeting held on the 16<sup>th</sup> day of  
November, 2021.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 517  
2021

By-law No. A.- \_\_\_\_ - \_\_

A by-law to authorize and approve a Stewardship Agreement between The Corporation of the City of London and London Symphonia for its exclusive use and custody of the City's Music Library; and to authorize the Mayor and the City Clerk to execute the Stewardship Agreement.

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

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

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

1. The Stewardship Agreement attached hereto as Schedule "A", being a Stewardship Agreement between the City and London Symphonia, is hereby AUTHORIZED AND APPROVED.
2. The Mayor and the City Clerk are hereby authorized to execute the Stewardship Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 16, 2021

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**Schedule A**  
**Stewardship Agreement between the City and London Symphonia**

**THIS AGREEMENT** made this     day of December 2021

B E T W E E N:

**THE CORPORATION OF THE CITY OF LONDON**

(Hereinafter called "City")

OF THE FIRST PART

AND

**LONDON SYMPHONIA**

A registered corporation established by the *Canada Not-for-profit Corporations Act*

OF THE SECOND PART

**WHEREAS** the City is the owner of certain scores of music sheets set forth in Schedule "A" hereof and which are hereinafter collectively referred to as the "Music Library" and individually as a "music score";

**AND WHEREAS** the parties hereto have agreed that London Symphonia shall act as custodian of the Music Library,

**AND WHEREAS** the City considers it in the interest of the municipality to provide support to London Symphonia for its exclusive use and custody of the Music Library, with exceptions noted below, for the benefit of the citizens of the London and regional community;

**NOW THEREFORE** in consideration of the promises, covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

**1     DEFINITIONS**

"Commencement Date" means the date on which London Symphonia's custody of the Music Library began.

**2     TERM**

2.1     The term of this Agreement shall be for ten (10) years, commencing December 2021, and terminating December 2031, or terminating at such earlier date pursuant to section 3 of this Agreement.

2.2     This Agreement may be renewed for two further ten-year terms, at the mutual agreement of the parties provided London Symphonia is not in default of any of the terms and conditions contained in this Agreement. If London Symphonia does not wish to renew this Agreement, a written notice must be provided a minimum of six (6) months prior to the expiration of the Term herein. The City's decision to renew shall be in its sole discretion.

### **3 TERMINATION**

- 3.1 The City may terminate this Agreement immediately without notice for any breach of this agreement or for any reason as determined by the City in its sole discretion. Such termination shall be without penalty.
- 3.2 London Symphonia may terminate this Agreement upon sixty days' written notice for any reason. Such termination shall be without penalty.
- 3.3 London Symphonia acknowledges that all rights, title and interest in the Music Library remain vested in the City. London Symphonia shall relinquish its custodianship of the Music Library on the termination of this Agreement.

### **4 LONDON SYMPHONIA'S OBLIGATIONS**

- 4.1 London Symphonia shall obtain custody and control of the Music Library without remuneration from the City. London Symphonia may from time to time use music scores from the Music Library for performances.
- 4.2 London Symphonia shall store the Music Library collectively at the Metropolitan United Church located at 468 Wellington St, London, ON N6A 3P8, (the "Met") as per the conditions set out in Schedule B.
- 4.3 London Symphonia shall verify that the storage location of the Music Library is safe and secured by locked entry, dry, and not susceptible to flooding;
- 4.4 An inventory of music scores within the Music Library shall be kept on file of which London Symphonia shall conduct a regular review with the City at intervals determined by the City.
- 4.5 London Symphonia covenants and agrees with the City that London Symphonia shall, at all times, take all reasonable and appropriate care to protect the music scores from any damage, loss or theft.
- 4.6 London Symphonia covenants and agrees to replace any music scores which have been damaged or lost.
- 4.7 London Symphonia shall make the Music Library available for inspection and digital replication by the City's designated point of contact at all reasonable times throughout the term of this Agreement. London Symphonia shall use reasonable efforts to work with the City in the digital replication of music scores deemed to be of significant cultural value. The City will provide storage for the digitalization of the music scores.

### **5 INSURANCE**

- 5.1 The parties agree that the value of the Music Library has been appraised to be worth \$252,874.51 at the Commencement Date in accordance with the Valuation Report at Schedule C.
- 5.2 The parties agree that the Music Library shall be self-insured by the City. In the event of any loss or damage while the Music Library is in the possession of London Symphonia which renders any music score(s) to be unusable, the parties agree that the City of London will make the final decision with respect to the replacement of such lost or damaged music score(s) and/or the Music Library.

### **6 INDEMNITY**

- 6.1 London Symphonia covenants and agrees with the City that London Symphonia shall assume the entire responsibility for the protection of the Music Library following receipt of which until the Music Library is returned to the custody of the City.
- 6.2 London Symphonia specifically covenants and agrees to indemnify the City and save it harmless from any and all loss resulting from all damage, loss or theft, however caused.

- 6.3 London Symphonia agrees that London Symphonia shall report promptly any losses or damage, through use, theft, negligence or vandalism, which renders the music score to be unusable to the City of London's Risk Management Department. London Symphonia shall provide the City with an update to the condition report containing any changes to which every 5 years.

## **7 RIGHTS OF USE**

- 7.1 The City reserves all rights to the reproduction of the Music Library for the purposes of resale except as noted in writing to the contrary.
- 7.2 London Symphonia may make music scores available from the Music Library to Third Parties on a temporary loan basis at its discretion. Any such arrangement shall, prior to the delivery of such loaned music scores, require the execution of the Music Sheet Loan Agreement ("Loan Agreement") set out in Schedule D by London Symphonia and the Third Party that will be loaned the music scores. Notwithstanding the General Terms and Conditions of the Loan Agreement set out in Schedule D, if any music scores have been loaned to a Third Party, London Symphonia agrees to replace the music scores if any damage or loss occurs.
- 7.3 London Symphonia covenants with the City that London Symphonia will obtain any further consent or permission which may be required by law with respect to any such reproduction and, further, that London Symphonia will indemnify the City and save it harmless from any and all claims and demands relating to reproduction of any music scores.

## **8 ASSIGNMENT**

- 8.1 London Symphonia shall not assign this Agreement or any interest in this Agreement without the prior written consent of the City.

## **9 STATUS**

- 9.1 London Symphonia acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that London Symphonia, nor any person employed by or associated with London Symphonia is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the Health Insurance Act, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.
- 9.2 London Symphonia shall operate independently of the City and is not the agent or servant of the City for any purpose.

## **10 ENTIRE AGREEMENT**

- 10.1 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement.

## **11 GOVERNING LAW**

- 11.1 This Agreement is governed by, and is to be construed and interpreted in

accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

**12 ACKNOWLEDGEMENT**

- 12.1 The parties agree that the statements within the recitals are true and accurate.
- 12.2 London Symphonia agrees that no warranties, expressed or implied have been made in connection with this agreement.
- 12.3 The parties hereby declare, covenants and agree that the parties have reviewed and obtained independent legal advice or has had the opportunity to obtain independent legal advice and fully understands the terms and binding effect of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto caused to be affixed their respect corporate seals duly attested by the hands of their respective proper signing officers this day of December, 2021.

SIGNED, SEALED AND DELIVERED ) THE CORPORATION OF THE CITY OF  
in the presence of ) LONDON  
)  
)  
) \_\_\_\_\_  
) Ed Holder, Mayor  
)  
)  
) \_\_\_\_\_  
) Catharine Saunders, City Clerk

SIGNED, SEALED AND DELIVERED ) LONDON SYMPHONIA  
in the presence of )  
)  
) \_\_\_\_\_  
) April Voth, Executive Director  
I HAVE AUTHORITY TO BIND THE  
CORPORATION

## Schedule A Music Sheet Inventory (Music Library)

Please click on the following hyperlink for the complete Music Library.



Music Library  
Catalogue.pdf

A sample of the Music Sheet Inventory has been provided below.

Note: One score could consist of instrumental music sheet music for anywhere from 10 to 80 performers (estimated to total approximately 1,636 scores)

### Music Library Catalogue Sample

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1	Glinka	Mikhail	Midsummer Night's Serenade	Galazy, No.99
2	Anderson	Leroy	Fiddle-Faddle	Belwin/Educational
3	Anderson	Leroy	Sleigh Ride	Belwin/Educational
4	Auber	D.F.E.	Overture to Fra Diavolo	Reprint: Breitkopf and Härtel
5	Bray	Kenneth	O Canada/God Save the Queen	Gordon V. Thompson Limited
6	Mozart	W.A.	Symphony No.39	Breitkopf & Hartel
7	Bach	J.S.	Sheep May Safely Graze	Oxford University Press
8	Bach/Stokowski	J.S.	Adagio from Toccata and Fugue in C Major for Organ	Broude Brothers
9	Bach/Stokowski	J.S.	Toccata and Fugue in D minor	Broude Bros.
10	Strauss	Richard	Don Juan	Edwin F. Kalmus
11	Bartok	Bela	Rumanian Folk Dances	Boosey & Hawkes
12	Beethoven	Ludwig van	Minuet in G	Boosey & Hawkes
13	Beethoven	Ludwig van	Piano Concerto No.3	Breitkopf and Härtel
14	Beethoven	Ludwig van	Piano Concerto No.4	Breitkopf and Härtel
15	Holst	Gustav	St. Paul's Suite	G. Schirmer

## **Schedule B Occupancy Agreement Between London Symphonia and the Metropolitan Church for Storage**

Please click on the hyperlink below for the complete Occupancy Agreement between London Symphonia and the Metropolitan Church for Storage. This Occupancy Agreement provides for 15x15 feet of space for \$50 per month paid by London Symphonia to store approximately 300 boxes of the Music Library on metal shelves.



Signed Occupancy  
Agreement (14 Oct 20

## **Schedule C Valuation Report**

### **Estimate of the 2021 Replacement Value of the Orchestra London Music Collection Prepared by Brian McMillan, Director, Music Library, University of Western Ontario September 13, 2021**

The following report offers a general valuation of the Orchestra London Music Collection as documented in the Microsoft Excel spreadsheet “Music Library Catalogue.xlsx” received from Robin Armistead, Manager Culture Services for the City of London, on June 23, 2021.

#### **Overview of the collection**

The Orchestra London Music Collection represents the performance materials (music scores and parts) owned by the organization in 2013, one year before its dissolution. The collection, as documented in the spreadsheet, comprises 1634 works for symphony orchestra or smaller ensembles thereof. Included in this total are 35 titles for orchestra and choir (marked “C-“ in their accession numbering). The repertoire reflects the diverse programming offered by Orchestra London over its decades of operation from core works of the Western classical tradition to newly commissioned works by Canadian composers, with a healthy selection of lighter classics (e.g., works by Leroy Anderson), seasonal chestnuts, and suite arrangements of popular film scores. Judging by the publication dates of some editions listed in the spreadsheet, it appears the collection could have begun as early as the orchestra’s founding in 1937.

The vast majority of works listed consist of two components – a full score for the conductor and a set of parts for the instrumentalists to play from. The choral works mentioned above add a third component – vocal/choral scores intended for the singers. Two hundred and fifty-four works, identified by accession numbers beginning “MX-,” are represented in the collection by a full score only (no parts). By and large, the editions in the Orchestra London Music Collection were produced by music publishers and sold commercially; therefore, their replacement value can be determined relatively easily when they are still on the market in either their original state or as reprints. However, over 150 titles in the spreadsheet lack a publisher (the “Publisher” field is either blank or listed as “none”). These may represent – at least in part – unpublished arrangements and editions acquired directly from the composers, arrangers, or editors, and therefore not necessarily acquirable today.

#### **Credentials**

I am a music librarian with 17 years’ experience in the field. My current role is director of Western University’s Music Library. One of my responsibilities is the acquisition of new materials for this collection, including scores and parts for ensembles, which are added to the library’s Choral/Band/Orchestral Collection. As a trained musician (with a Bachelors of Music (Honours) and Masters of Music in Voice Performance from McGill University) as well as the holder of a postgraduate library degree accredited by the American Library Association (Masters of Information Studies from the University of Toronto), I am familiar with the idiosyncrasies of music materials, their acquisition and organization in library settings, and their use in rehearsal and performance.

#### **Methodology**

The following valuation is based on an analysis of the “Music Library Catalogue.xlsx” spreadsheet, one visit to the physical collection on July 19, 2021, and discussion with Shawn Spicer, current librarian for London Symphonia.

Given the information provided in the spreadsheet – in particular the 2013 replacement value – two possible methods for evaluating the current replacement value of the collection were evident. The simpler method was to multiply the total value of the 2013 estimate by the Bank of Canada’s percent change for the intervening years, 15.60%, determined using the Bank of Canada’s Inflation Calculator: <https://www.bankofcanada.ca/rates/related/inflation-calculator/>. The second method was more involved, but, in my opinion, would lead to a more accurate picture of the expenditure required were the collection to be replaced in 2021.

After analysis of the spreadsheet, a representative selection of works was chosen and the current market value determined by finding prices at established online music vendors. The sum of the 2013 values of these representative works was compared to the sum of the 2021 prices. The difference was then extrapolated to the entire collection of 1634 works.

Several factors helped define a representative set for my analysis. I included works from each musical “style” I found in the collection (Western classical tradition, contemporary works, “lite” classics, and seasonal works). Within the subset of standard classical repertoire, I chose works from the Baroque, Classical, and Romantic periods. Works by Canadian composers dominated the contemporary repertoire in my set, reflecting their prominence in the collection, but I also included works by twentieth-century British, American, Mexican, and German composers in this subset. The entire set favours works by European, American, and Canadian composers, reflecting the Eurocentric focus of the classical music canon and the particular context of a Canadian orchestra. I also chose works from a number of publishers. Finally, I sought a variety of orchestra size, including both works requiring large forces and those scored for more chamber-sized ensembles. In weighing all of these factors, I attempted to find a balance that reflected the make-up of the entire Orchestra London collection.

I initially selected 127 scores, of which I discarded 26. Most of the discarded scores were either out of print or currently available only for rent. Others had no pricing available online or were too minimally described for me to confidently identify the edition. Two had a perplexing 2013 replacement value of \$0.00 and therefore could not be useful in my calculations.

The representative set ultimately totaled 101, or 6.2% of the entire collection. The average cost per item in this set, \$159.50, approximated the cost per item across the collection, \$155.11, using the 2013 replacement values found in the spreadsheet. I followed a similar process to the 2013 valuation exercise as described to me by Shawn Spicer. In that year, a student searched each title in Luck’s Music Library (<https://www.lucksmusic.com/>), a popular vendor of low-cost reprint editions of orchestral music, and recorded the price – converted to Canadian currency – for the specific edition or a similar set if the specific set was not available. For sets no longer in print, a basic cost per page was assigned.

Out of necessity, my process in 2021 differed from the above in a few ways. First, I did not rely solely on Luck’s Music Library. In a sense, I “comparison shopped” each item on the list since competitive prices could be found on other popular reprint score vendor sites, such as Kalmus and Serenissima (offered through the free online score wiki site IMSLP.org). Furthermore, these other sites frequently offered more complete metadata that facilitated the matching of their inventory with the editions listed in the Orchestra London “Music Library Catalogue.xlsx” spreadsheet. In some cases, I had to turn to the original publisher websites (such as Bärenreiter, Arcana Editions, and Schott) or distributor websites (such as the Canadian Music Centre and Alfred Music) when a work, or a particular edition of a work, was not available on any reprint sites. This was the case for many Canadian works and contemporary “pop” titles, such as *Jurassic Park Highlights* and *Around the World at Christmas Time*. Finally, I could not calculate a “per page” cost for sets no longer available for purchase. Since I did not have the collection at hand to consult, I dropped out-of-print sets and those now available only as rentals from my representative set of works.

To convert the purchase costs, usually found in USD or EUR, to Canadian funds I used the Xe Currency Converter tool found at <https://www.xe.com/currencyconverter/>. Generally, prices were rounded to the nearest dollar.

In working through the representative collection, I had to make several assumptions. For example, since the spreadsheet does not indicate the number of choral scores owned by Orchestra London for the performance of such standards as Handel's *Messiah* or Beethoven's Ninth Symphony, Shawn Spicer and I agreed that 40 copies would be a reasonable number to use in this exercise. In these cases, therefore, I included the cost of 40 choral scores in the replacement cost alongside the price of the full score and parts. A second assumption was that only *one* score and *one* full set of parts, as sold by vendor, would suffice in calculating the current replacement cost. (The only exception were those pieces with the accession number beginning "MX-," which indicates that the score alone is part of the Orchestra London collection. In these cases, I only recorded the cost of a single score.) No extra scores or parts were added to my calculations. Finally, I decided to rule out the possibility of simply downloading scores and parts available from IMSLP.org. Though extremely convenient, print-outs on standard office paper are not practical additions to an orchestra library. North American paper sizes are too small for musicians to read with ease, standard paper is not robust enough to withstand performance demands, and the need to bind scores and parts brings the burden of extra costs in time and labour.

### Results and Estimate of 2021 Replacement Value

Following the first method, that is, using the Bank of Canada's Inflation Calculator, the 2021 cost of the Orchestra London Music Collection, estimated to be \$253,452.05 in 2013, is projected to be \$292,983.16.

The second method, taking sample titles from the entire collection and checking their actual current prices, reveals a modest price decrease. In my professional opinion, this method produces a much more realistic replacement value. The 101 titles in the representative set had a total 2013 replacement value of \$16,110.00. My calculations determined a final replacement value for these same titles of \$16,073.29, a difference of \$36.71. The extrapolated change in replacement value for the entire collection may be expressed in the following equation:

$$\begin{aligned}
 &2021 \text{ Subset replacement value} = 2021 \text{ Total replacement value} \frac{2013 \text{ Subset}}{2013 \text{ Total replacement value}} \\
 &\$16,073.29 = 2021 \text{ Total replacement value} \frac{\$16,110.00}{\$253,452.05} \\
 &2021 \text{ Total replacement value} = (\$16,073.29 \times \$253,452.05) \div \$16,110.00 \\
 &\mathbf{2021 \text{ Total replacement value} = \$252,874.51}
 \end{aligned}$$

### Analysis

The difference between the 2013 total valuation and this 2021 valuation is minimal: a decrease of \$577.54 (0.23% of the value of the 2013 valuation), or \$0.35 per item. However, my analysis of the 101 individual prices reveals a much broader fluctuation of prices that merits an explanation. Several factors can affect the cost of a music score and its parts. First, there are the usual market pressures that push prices up or down, including costs of materials, demand for a certain work counterbalanced by its availability, and – right now – the COVID-19 pandemic. Second, the varying exchange rate can cause the range of prices to stretch when converted to Canadian dollars from the Euro or the US dollar. Third, because music scores can appear in so many editions that are periodically reissued, materials once available from an inexpensive reprint service, such as Luck's Music Library, may suddenly only be available from a more expensive publishing house or, in fact, be withdrawn from the market entirely. Fourth, different methodologies in these valuation exercises can affect the price recorded for certain works. As I wrote earlier, I chose to "comparison shop," visiting more than one possible vendor for each score to determine the best price in today's market. Furthermore, my choice to include the cost of 40 choral scores in the replacement value of each work with choir in my representative set certainly increased my estimate. Finally, there is the possibility of human error. I cannot speak to the work done in the 2013 valuation. I have attempted to be thorough and meticulous and to document and justify my findings reported here.

The example of Ottorino Respighi's *Lauda per la nativita del Signore*, the work in my representative set with the greatest percent increase in value between 2013 and 2021, illustrates several of the preceding points. I do not know whether the score and all the accompanying parts required for performance were available from the Canadian distributor Counterpoint Music Services in 2013; in 2021, however, they are not. Counterpoint now only offers the score and wind set and directs the purchaser to the work's publisher, stating "The choral parts are still in print from the original publisher. We don't sell or rent them." (See <https://cpmusiclibrary.ca/?s=respighi+lauda>.) The publisher, Carus Verlag, sells all performance materials, offering the score and wind parts for less than Counterpoint and a rebated price on a bulk purchase of 40 choral scores. (See <https://www.carus-verlag.com/en/music-scores-and-recordings/ottorino-respighi-lauda-per-la-nativita-del-signore.html>.) Nevertheless, the total price for these materials is €386.35 (\$604.20 CDN when converted in late August 2021), much more than the 2013 valuation of \$75.00.

Moving back out to the overall picture, after completing my initial analysis, I still wondered if I could justify a slight decrease in the 2021 valuation of the Orchestra London Music Collection as compared to the 2013 calculation, especially given the 15.60% change in the price of goods over the past 8 years stated by the Bank of Canada. Fortunately, my findings are backed by a recent article published in *Notes: The Quarterly Journal of the Music Library Association*. In the small market of printed music, prices do indeed appear to have decreased. In 2019, music librarian Paul Cary investigated recent price trends for both monographs about music and scores.<sup>1</sup> Two tables from this article (found on pages 242 and 243) are particularly relevant to this valuation exercise. The first charts the mean price of all music scores advertised in the journal *Notes* between 2012 and 2018; the second focuses on scores of large instrumental works (such as those found in the Orchestra London Music Collection) over the same period. According to Cary's calculations, the mean price of scores actually fell between 2013 and 2018. The first chart illustrates that, across all genres, the drop was minimal (an average of \$0.27 US or 0.45%), but the second chart reveals the price drop in the category of large instrumental works was more significant: \$9.56, or nearly 17% of the 2013 mean price of \$56.93 US.

Application of Cary's findings to the price differences in this current valuation exercise is problematic since the materials under examination are not exactly the same. Cary's article focuses on scores *only* while Orchestra London's collection includes scores, parts, and choral scores. Nevertheless, Cary's analysis reveals a general trend in the price of printed music that is borne out in my work here. Although the prices of the individual editions I checked may vary greatly, in general the fluctuations balance out to produce a slight decrease of 0.23% overall. I therefore submit an estimate of the 2021 replacement value for the Orchestra London Music Collection of \$252,874.51.

Respectfully submitted,  
Brian McMillan Director, Music Library University of Western Ontario [bmcmill2@uwo.ca](mailto:bmcmill2@uwo.ca)  
September 13, 2021

**Schedule D  
Music Sheet Loan Agreement**

Borrower Information

Borrower Name	
Borrower Address	
Contact Name	
Contact Phone	
Contact Email	
Effective Date	

- I. This Music Sheet Loan Agreement (“Loan Agreement”) is between London Symphonia, who is the steward of the Music Library and borrowee of the Music Sheets, and the Borrower identified above (“Borrower”), who will take possession of the Music Sheets on a temporary basis.
- II. The Agreement is effective as of the Effective Date.
- III. Borrower and London Symphonia are each a “Party” and collectively the “Parties” to this Agreement.
- IV. The Agreement consists of the terms and conditions set forth below and any attachments identified below.

**Attachments**

- 1. Music Sheet Loan Chart
- 2. General Terms and Conditions

V. By signing below, each Party represents that (a) it has not made changes to this Agreement without expressly bringing them to the attention of the other; (b) the person signing on behalf of that Party has the authority to bind that Party to the Agreement; and (c) the Party agrees to be bound to this Agreement, including its Attachments.

- Accepted and agreed to as of the Effective Date by the authorized representative of each Party:

**London Symphonia**

**Borrower**

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

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

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Attachment I: Music Sheet Loan Chart (Sample for London Symphonia to modify and use)**

The following Music Sheets will be loaned:

	Item	Serial No.	Number of Pages	Number of Parts	Condition at Time of Consignment	Value	Loan Period (Start Date and End Date)	Notes
i.								
ii.								
iii.								
iv.								
v.								

**Attachment II: General Terms and Conditions**

1. The Borrower agrees to pay any shipping costs required to move the Music Sheets to and from the Music Library.
2. The Music Sheets shall remain in the condition in which it is received until returned to London Symphonia on the date stipulated in the chart at Attachment I.

**The Borrower shall inform London Symphonia immediately about any loss, breakage, or deterioration to the Music Sheets. If the Music Sheets are returned incomplete, or in damaged condition, the Borrower will be responsible for the cost of repair or replacement, at the discretion of London Symphonia.**

3. The Music Sheets shall remain in the exclusive possession of the Borrower for the duration of this Agreement. The Borrower agrees to exercise the same care in respect to object(s) on loan from London Symphonia as it does for safekeeping of its own property.
4. In the event of a breach by the Borrower, its employees, agents, officers, representatives or contractors of this Loan Agreement, the Borrower recognizes that the City shall be entitled to take any or all necessary legal measures to have the terms of this Loan Agreement enforced.
5. The Borrower agrees that the Borrower will not have any ownership interest in and to the Music Sheets whatsoever, or any part thereof, and that the Music Sheets will remain under the stewardship of London Symphonia and ownership of the City of London at all times.
6. London Symphonia and/or the City reserves the right to cancel or terminate the Loan Agreement and request the return of the loaned Music Sheets, without penalty, prior to the Loan Period End Date, upon three (3) days' written notice to the Borrower. In the event of the termination of the Loan Agreement for any reason, Borrower shall deliver to London Symphonia all Music Sheets, records and copies thereof within five (5) business days upon receipt of the written request for their return.

Bill No. 518  
2021

By-Law No. A.- \_\_\_\_\_ - \_\_\_\_

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 wellbeing 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 "Rapid Housing Initiative (RHI) Agreement", substantially in the form of the agreement attached as Schedule 1 to be completed in accordance with Round 2 of the RHI program between Canada Mortgage and Housing Corporation (CMHC) and The Corporation of the City of London;
2. DELEGATE the duties of the City as Recipient to the Round 2 "Rapid Housing Initiative (RHI) Agreement", related to project plans, administration, development approvals, program and project management, oversight and progress attestation requirements noted within the CMHC Agreements, to Housing Development Corporation, London (HDC) as agent for the City;
3. AUTHORIZE AND DELEGATE the Deputy City Manager Planning and Economic Development to execute any such agreements, amendments, or similar such program agreements that may be required by CMHC under Round 2 RHI or similar such CMHC capital investment funding programs and agreements that may be required to advance the City's identified Urgent Housing with Supports projects.

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

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – November 16, 2021  
Second reading – November 16, 2021  
Third reading – November 16, 2021

## 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 PROVINCIAL, TERRITORIAL, or MUNICIPAL GOVERNMENT, INDIGENOUS GOVERNMENT, INDIGENOUS ORGANIZATION, GOVERNMENT NOT FOR PROFIT AGENCY] ("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 the deliverables to be approved by CMHC and attached as **Schedule B** (the "Deliverables"), 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 Deliverables):

- (i) acquisition of land and the construction of affordable multi-residential housing ;
- (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 all of the eligible costs associated with the foregoing including conversion costs, 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 October 27, 2020 and do not include operational expenses. Furthermore, the Recipient is solely responsible for any cost overruns due to change in scope, design, time to complete, site conditions or otherwise and CMHC will not increase the Contribution in such circumstances.

### 2. Expiration of Commitment

If this Agreement is not executed by the Recipient by [insert date that is 10 business days from date agreement is sent to Recipient], or such other date as CMHC may agree to in writing, then CMHC's obligation to make the

---

<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.

Contribution shall end at CMHC's sole discretion.

### **3. Conditions to Funding**

The Recipient agrees it will:

- (a) perform all of its obligations under Schedule B and use the Contribution only for the purposes specified in the Deliverables (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 Deliverables) commencing on January 1, 2023, or on another date as may be set by CMHC at its discretion (the "**Term**"), the Units meet the Affordability Criteria (as defined in **Schedule A**) and are for People And Populations Who Are Vulnerable;
- (c) ensure the Units, and the newly constructed building(s) where the Units are situated, will meet: (i) the accessibility requirements set out in the Deliverables or, if none set out in the Deliverables, (ii) 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 meet: (i) the energy efficiency standards set out in the Deliverables or, if none set out in the Deliverables, (ii) 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) where it intends to engage a third party intermediary (the "**Intermediary**") to construct, operate, and/or own 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;
- (f) 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 zoning, in all material respects; and
- (g) provide such financial and other information or documents relating to the Recipient as CMHC may reasonably require.

### **4. 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 Deliverables. As a consequence, the Recipient agrees to the following:

- (a) CMHC may periodically review the progress in fulfilling the Deliverables. Where CMHC or the Recipient considers that there may be reasonable doubt any part of the Deliverables will be fully and timely delivered as expected, or where the Recipient has not started a project within 2 months of the start date(s) set out in Schedule B, 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. For the purpose of this section, a project is started when the Recipient first incurs Hard Costs.

(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 Deliverables are completed, and in all cases no later than February 28, 2023 unless otherwise agreed by CMHC.

**5. Disposition, Conversion, and Encumbrance of Units**

(a) The Recipient shall not make any Disposition or conversion, or permit any Disposition or conversion to be made, of the Units or any lands acquired with the Contribution, without the prior written consent of CMHC, who may impose any conditions its deems necessary and appropriate, acting reasonably.

(b) The Recipient may not encumber the Units, or any lands acquired with the Contribution, without CMHC's prior written consent, acting reasonably.

**6. Reporting**

The Recipient agrees it will:

(a) deliver an attestation to CMHC within 30 days of each of December 31, 2021, March 31, 2022, June 30, 2022, September 30, 2022, December 31, 2022 and March 31, 2023, 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, 2023 and on each fiscal year thereafter, unless otherwise directed by CMHC, until the completion of the Term and in accordance with **Schedule C** (the "**Yearly Attestation**").

**7. Schedules**

Schedules attached hereto, including the Deliverables (**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 OP7

\_\_\_\_\_  
**Name:**  
**Title:**

\_\_\_\_\_  
**Name:**  
**Title:**

**[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 or the shelter component of any provincial income assistance program as an equivalent) 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.

**"Applicable Laws"** means, with respect to any person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction.

**"Disposition"** means, with respect to a Recipient, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any property or of any right, title or interest in or to any property.

**"Hard Costs"** means any amounts expended or to be expended for work, services or materials done, performed, placed or furnished in connection with the construction of the project, all as more particularly set out in the project budget (and, for the avoidance of doubt, Hard Costs shall not include amounts payable pursuant to the terms of any consultant contract).

**"In Disrepair"** means Units which are abandoned and/or in disrepair and no longer adequate for occupancy would be eligible for acquisition and rehabilitation if, in the opinion of a qualified expert, they cannot be made safe and adequate for occupancy without undertaking a substantial or complete renovation of the entire existing building(s) including dwelling units.

**"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**

**Deliverables**

[see attached]

**SCHEDULE C**

**Reporting**

**Quarterly Attestation**

[see attached]

**Yearly Attestation**

[see attached]

**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 indigenous laws 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 Funding**

If following the Effective Date, CMHC agrees to provide additional RHI funds to the Recipient (the "Additional Funds"), CMHC may use this Agreement as a basis for its agreement with the Recipient in relation to the Additional Funds. In such case, CMHC will provide a written notice of the amount of the Additional Funds, along with a revised Schedule B, to the Recipient. If the Recipient accepts such Additional Funds and revised Schedule B, and unless directed otherwise by CMHC, it shall provide a written acknowledgement confirming the Recipient's acceptance of the Additional Funds and revised Schedule B (including the additional units and applicable term) within 10 business days of receiving CMHC's written notice of the Additional Funds. The terms and conditions of this Agreement, as varied by the revised Schedule B, shall apply to the Additional Funds *mutatis mutandis* unless otherwise agreed by the Parties.

Bill No. 519  
2021

By-law No. A.- \_\_\_\_\_ - \_\_

A by-law to approve and authorize the execution of the Credit Agreement, the Operating Agreement between The Corporation of the City of London, the London Middlesex Community Housing Inc. and the Canada Mortgage and Housing Corporation and to approve the Guarantee between The Corporation of the City of London and the Canada Mortgage and Housing Corporation

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

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

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

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: i) financial management of the municipality and its local boards; and ii) economic, social and environmental well-being of the municipality

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

AND WHEREAS subsection 107(2) of the *Municipal Act, 2001* provides that the power to make a grant under subsection 107(1) includes the power to guarantee a loan;

AND WHEREAS the Canada Mortgage Housing Corporation has agreed to lend London & Middlesex Community Housing Inc. loans to assist with the financing of repairs and renewal of housing units and it is desirable for the City to guarantee such loan;

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

1. The Credit Agreement between The Corporation of the City of London, London & Middlesex Community Housing Inc. and the Canada Mortgage Housing Corporation, substantially in the form attached as Schedule "1" to this by-law, is hereby authorized and approved.
2. The Mayor and City Clerk are hereby authorized to execute the Credit Agreement authorized and approved under section 1 of this by-law.
3. The Operating Agreement between The Corporation of the City of London, London & Middlesex Community Housing Inc. and the Canada Mortgage Housing Corporation, substantially in the form attached as Schedule "2" to this by-law, is hereby authorized and approved.

4. The Mayor and Clerk are hereby authorized to execute the Operating Agreement authorized and approved under section 3 of this by-law.
5. The Guarantee between The Corporation of the City of London and the Canada Mortgage and Housing Corporation, substantially in the form attached as Schedule “3” to this bylaw, is hereby authorized and approved.
6. The Mayor and Clerk are hereby authorized to execute the Guarantee authorized and approved under section 5 of this bylaw.
7. The City Treasurer is hereby authorized to approve any amendments to the Credit Agreement, Guarantee, Operating Agreement and Certificate of Officer approved under sections 1, 3, 5, and 10 of this by-law prior to execution by the Mayor and Clerk.
8. The Deputy City Manager, Finance Supports is hereby authorized to approve any further agreements, documents or forms required by the Canada Mortgage Housing Corporation.
9. The Mayor and Clerk are hereby authorized to execute any agreements, documents or forms required by the Canada Mortgage Housing Corporation approved by the Deputy City Manager, Finance Supports under section 8 of this bylaw.
10. The Certificate of Officer, substantially in the form attached as Schedule “4” to this bylaw, is hereby authorized and approved.
11. The City Treasurer is authorized to execute the Certificate of Officer authorized and approved under section 10 of this bylaw.
12. Civic Administration is authorized to undertake all administrative acts required in connection with the Credit Agreement, the Operating Agreement and the Guarantee.
13. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 16, 2021

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

# Schedule 1

CMHC File No.: 6280559

NRFC DRAFT: October 30, 2021

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

as Borrower

- and -

**THE CORPORATION OF THE CITY OF LONDON**

as Guarantor

- and -

**CANADA MORTGAGE AND HOUSING CORPORATION**

as Lender

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## CREDIT AGREEMENT

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Dated as of [●]

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## CREDIT AGREEMENT

**WHEREAS** the CANADA MORTGAGE AND HOUSING CORPORATION (“**CMHC**”) administers the National Housing Co-Investment Fund (the “**Program**”) as part of Canada’s National Housing Co-Investment Strategy.

**AND WHEREAS** in connection with the Program, CMHC has agreed to lend to London & Middlesex Community Housing Inc. (the “**Borrower**”) the Loans described herein to assist with the financing of repairs and renewal of Housing Units (as defined herein) that the Borrower and The Corporation of the City of London (the “**Guarantor**” and, together with the Borrower, the “**Credit Parties**” and each, a “**Credit Party**”) are undertaking on the terms and conditions hereinafter set forth in this agreement (this “**Agreement**”).

**NOW THEREFORE** the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as hereinafter set forth.

### 1 INTERPRETATION

Schedule A contains the definitions of capitalized terms which are used in this Agreement.

### 2 LOANS

(a) Subject to the terms and conditions of this Agreement, CMHC hereby establishes in favour of the Borrower:

- (i) seven (7) repayable, non-revolving, fixed-rate loan facilities (the “**Repayable Loan Facilities**” and each, a “**Repayable Loan Facility**”) up to the respective annual commitment amounts described in the Drawdown Schedule (the “**Repayable Loan Commitment Amounts**” and each, a “**Repayable Loan Commitment Amount**”) and in an aggregate amount of up to \$24,602,101 for all the Repayable Loan Facilities (the “**Total Repayable Loan Commitment Amount**”), in each case in subject to any adjustment or reduction pursuant to the terms and conditions hereof, by way of multiple advances; and
- (ii) one (1) forgivable, non-revolving loan facility (the “**Forgivable Loan Facility**”, with the Repayable Loan Facilities and the Forgivable Loan Facility being referred to herein collectively as the “**Loan Facilities**”) up to the respective annual commitment amounts described in the Drawdown Schedule (the “**Forgivable Loan Commitment Amounts**” and, and each, a “**Forgivable Loan Commitment Amount**”) and in an aggregate amount of up to \$15,533,989 (the “**Total Forgivable Loan Commitment Amount**”), in each case subject to any adjustment or reduction pursuant to the terms and conditions hereof, by way of multiple advances,

with the Total Repayable Loan Commitment Amount and the Total Forgivable Loan Commitment amount being referred to herein in the aggregate as the “**Available Commitment**”.

(b) **Reduction of Available Commitment.**

- (i) If either CMHC or the Borrower becomes aware that the number of Housing Units in the Portfolio has dropped below the Minimum Unit Count at any time prior to all of the Loans being fully advanced (including by way of a notification and/or updated Repair Properties List delivered by the Borrower pursuant to Section 14(c)), then the Available Commitment will be reduced from and including the immediately following calendar year on a *pro rata* basis (based on the ratio of (i) the decrease

in the number of Housing Units below the Minimum Unit Count to (ii) the Minimum Unit Count), such reduction to be applied on a *pro rata* basis to the Repayable Loan Commitment Amounts and the Forgivable Loan Commitment Amounts for each period from and including the immediately following calendar year. CMHC will adjust the Drawdown Schedule for the immediately following calendar year and each succeeding calendar year accordingly based on the revised amount of the Available Commitment and will deliver a revised Drawdown Schedule to reflect the adjustments.

- (ii) If the actual costs for carrying out the Repair Program is (or in the sole opinion of CMHC, acting reasonably, will be) less than the costs set out in the Repair Program Budget (as received and approved by CMHC as at the date hereof), and to the extent such costs (if incurred) would have been financed by a Drawdown hereunder, then CMHC may, in its sole discretion, reduce the Available Commitment by the same proportion as the decrease in actual costs relative to the those set out in such Repair Program Budget, from and including the immediately following calendar year on a *pro rata* basis.
- (c) **Purpose of Loans.** The Loans shall be used in respect of the financing of the Repair Program and shall not be used for any other purpose. For the avoidance of doubt, permitted use of the Loans may include physical improvements to the Portfolio of any kind (including but not limited to mechanical systems improvement, exterior cladding replacement, elevator replacements, roof replacements, in-suite refurbishments or upgrades, entrance and common ground renovations and modifications, garage refurbishments, balcony replacements, electrical and lighting component replacements and upgrades, or other similar building improvements and repairs or maintenance work on the properties). Soft Costs related to foregoing are permitted, but may not be used for general operating costs.
- (d) **Availability.** Following the Closing Date, the Borrower may borrow up to the amount of the Available Commitment in accordance with the terms hereof including the Drawdown Schedule, provided that an Event of Default shall not have occurred and be continuing and the other conditions precedent to Drawdowns hereunder have been satisfied at the time of any Drawdown.
- (e) **Expiration of Commitment.** If the first advance of the Repayable Loan under any one Repayable Loan Facility and the first advance of the Forgivable Loan under the Forgivable Loan Facility have not been made by December 31, 2021, then CMHC's obligation to make the Loans under the Repayable Loan Facilities and under the Forgivable Loan Facility shall end at CMHC's sole and absolute discretion.

### 3 DRAWDOWNS UNDER LOANS

- (a) This Agreement will become effective on the Closing Date and thereafter the Borrower may request advances (each, a "**Drawdown**") under the Loan Facilities in accordance with the Drawdown Schedule and as provided for hereunder. Each Drawdown must:
  - (i) include a contemporaneous *pro rata* Drawdown of the then current Repayable Loan Facility and up to the then current Forgivable Loan Commitment Amount of the Forgivable Loan Facility (based on the relative proportions thereof) as set out in the Drawdown Schedule; and
  - (ii) be proportionate to contemporaneous drawdowns or contributions under funding from the Guarantor and other funding sources, in accordance with the Drawdown Schedule, such that, as at December 31, 2027 (as evidenced by the delivery of the annual financial reports and financial statements provided to CMHC pursuant to

Section 13(a)(ii) and (c) in respect of the 2027 fiscal year), the aggregate outstanding principal amount of all Loans will not cause the CMHC funding proportion of the aggregate principal amount of all funding by CMHC, the Guarantor and other funding sources (pursuant to any Co-Investment Agreements or otherwise) of Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower in respect of only Completed Work under the Repair Program, to exceed the Maximum CMHC Funding Proportion.

- (b) For the avoidance of doubt, unless CMHC otherwise agrees in its sole and absolute discretion, the Borrower must draw down the entire amount of each Repayable Loan Facility and the entire annual Forgivable Loan Commitment Amount of the Forgivable Loan Facility within the calendar year sequentially as specified in the Drawdown Schedule prior to requesting a Drawdown under the next Repayable Loan Facility and corresponding annual Forgivable Loan Commitment Amount of the Forgivable Loan Facility allocated to the following calendar year, in accordance with the Drawdown Schedule.
- (c) Subject to the provisions of this Agreement, the Borrower may make Drawdowns under the Loan Facilities by providing CMHC with a notice (a "**Drawdown Notice**") in substantially the form attached to this Agreement as Schedule B. Each Drawdown shall not be less than \$50,000 and will be conditional upon satisfaction of all conditions precedent on or prior to the date that the Borrower deliver a Drawdown Notice to CMHC and, as applicable, on the date of the Drawdown. Each Drawdown Notice given by the Borrower hereunder is irrevocable.
- (d) Unless otherwise agreed to by CMHC in writing, the Borrower shall make the initial Drawdown under this Agreement on any Thursday (or the next Business Day if the Thursday is not a Business Day) in the month following the Closing Date. Thereafter, the Borrower will not be entitled to make Drawdowns more frequently than once per quarter, which shall occur on any Thursday (or the next Business Day if the Thursday is not a Business Day) in the month, or as otherwise agreed to in writing by CMHC. Drawdowns shall only be requested and made in respect of reimbursement of Repair Program Costs that the Borrower has expended (or for which the Borrower has been invoiced) in respect of Completed Work.
- (e) The Borrower must provide CMHC with a copy of the Drawdown Notice at least ten (10) Business Days prior to the proposed date of the first Drawdown, and at least ten (10) Business Days prior to any subsequent Drawdown (each, a "**Drawdown Date**"). A Drawdown Date must be a Business Day. Each Drawdown Notice must be delivered to CMHC by the Borrower on or prior to 4:00 p.m. (Ottawa time) on a Business Day.
- (f) Each Drawdown shall be advanced by CMHC into a segregated depository account designated by the Borrower in respect of the Repair Program, the particulars of which have been provided to CMHC (the "**Repair Program Funding Account**").

#### **4 INTEREST**

- (a) Following the delivery by the Borrower of the first Drawdown Notice and before the first Drawdown Date, CMHC will, in its sole and absolute discretion, calculate the Interest Rate for the applicable Repayable Loan Facility. CMHC's confirmation of the Interest Rate shall be delivered to the Borrower by email on or about such date.
- (b) Each Repayable Loan will bear interest on the unpaid principal amount thereof from the first Drawdown Date under the applicable Repayable Loan Facility until and including the Principal Amortization Date at the Interest Rate, calculated semi-annually and not in advance, commencing on the first day of the month following the month in which the first

Drawdown under the applicable Repayable Loan Facility was made, or as CMHC may otherwise determine. Interest only payments shall be due and payable in arrears monthly on the first day of the month until and including the Principal Amortization Date (from which date blended payments of interest and principal shall be made according to an amortization schedule in accordance with Section 6(a)).

- (c) The Forgivable Loan is interest-free for so long as the conditions specified in this Agreement are met and no Event of Default has occurred. If an Event of Default has occurred, CMHC may, at its option, by notice to the Borrower declare that the Forgivable Loan shall bear interest at five percent (5%) *per annum* (provided that, for the avoidance of doubt, the accrual of interest following default will not be sufficient to make CMHC whole in the event of a default under this Agreement and CMHC may exercise other default remedies in accordance with this Agreement and the other Loan Documents). In such case, the Forgivable Loan will bear interest on the outstanding principal amount thereof from the date of such declaration until the date on which the Forgivable Loan is repaid in full at the rate of five (5%) percent *per annum*, accruing monthly not in advance, commencing on the first day of the month following the month in which such declaration was made by CMHC or as CMHC may otherwise agree in its sole and absolute discretion. In such circumstances, interest payments shall be due and payable in arrears monthly on the first day of the month until and including the date on which the Forgivable Loan is repaid in full or as CMHC may otherwise agree in its sole and absolute discretion.

## 5 COMPUTATION OF INTEREST

Interest will continue to accrue after maturity and default and/or judgment, if any, until payment thereof, and interest will accrue and be compounded monthly on overdue interest, if any. The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by law. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example), and the parties hereto acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest.

## 6 REPAYMENT OF PRINCIPAL

- (a) Commencing on the Principal Amortization Date, the principal balance outstanding under each Repayable Loan Facility will be amortized according to an amortization schedule to be agreed between CMHC and the Borrower at such time based on an amortization period of 40 years, resulting in blended payments of principal and interest being payable on the 1st Business Day of each month following the Principal Amortization Date until the end of the Term. Repayment in full of the remaining principal balance of the Repayable Loans and any interest or other payments due to CMHC shall be due on the final day of the Term.
- (b) If the final advance under a Loan Facility has not been made on or before the Repair Program Completion Outside Date, CMHC may in its sole and absolute discretion require the Borrower to begin repayment of a portion of the principal of the Loan outstanding under such Loan Facility prior to the final advance.
- (c) An equal one-twentieth portion of the principal amount of the Forgivable Loan shall be forgiven on each anniversary of the date of the final advance in respect of the Forgivable Loan, provided that no Event of Default has occurred. To the extent any principal amount

of any Forgivable Loan is not forgiven, repayment in full of the remaining principal balance of such Forgivable Loan and any interest or other payments due to CMHC shall be due on the final day of the Term, or as CMHC may otherwise agree in its sole and absolute discretion.

- (d) If either CMHC or the Borrower becomes aware that the number of Housing Units in the Portfolio has dropped below the Minimum Unit Count at any time after all of the Loans have been fully advanced (including by way of a notification and/or updated Repair Properties List delivered by the Borrower pursuant to Section 14(c)), then a *pro rata* portion (based on the ratio of (i) the decrease in the number of Housing Units below the Minimum Unit Count to (ii) the Minimum Unit Count) applied to the principal amount outstanding of the Forgivable Loan (immediately before CMHC or the Borrower having become aware of such decrease in the number of Housing Units) shall be accelerated and immediately due and payable.
- (e) If, as at December 31, 2027 (as evidenced by the delivery of the annual financial reports and financial statements provided to CMHC pursuant to Section 13(a)(ii) and (c) in respect of the 2027 fiscal year), the aggregate outstanding principal amount of all Loans will cause the CMHC funding proportion of the aggregate principal amount of all funding by CMHC, the Guarantor and other funding sources (pursuant to any Co-Investment Agreements or otherwise) of Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower in respect of only Completed Work under the Repair Program, to exceed the Maximum CMHC Funding Proportion, then the amount by which the aggregate outstanding principal amount of all drawn Loans at any time exceeds the Maximum CMHC Funding Proportion, as applied on a *pro rata* basis to the principal amount outstanding of each Repayable Loan and of the Forgivable Loan, shall be accelerated and immediately due and payable.
- (f) The Loans shall be closed to voluntary prepayment, either in whole or in part, prior to the expiration of their respective Terms.
- (g) The Borrower may, at its option, agree with CMHC to extend the Term of any of the Repayable Loans, in whole and not in part, for an additional ten (10) years (each such modification, an “**Extension**”) pursuant to one or more written offers (each an “**Extension Offer**”) made from time to time by the Borrower to CMHC, under any Repayable Loan. In connection with each Extension, the Borrower will provide notification to CMHC, no later than 90 days prior to the end of the Term of any applicable Repayable Loan, that it wishes to extend such Repayable Loan for an additional ten (10) year term (each new extended end of Term maturity date for an extended Repayable Loan, an “**Extended Maturity Date**”) and confirming that the criteria outlined in paragraphs (i) to (iv) (inclusive) below are or will be satisfied. CMHC shall respond within 30 days to acknowledge receipt of the notice and that the process and procedures for the Extension will be carried out. To the extent that CMHC does not respond to an Extension Offer by the applicable due date or notifies the Borrower that the criteria outlined in paragraphs (i) to (iv) (inclusive) are not satisfied, it shall be deemed to have rejected such Extension. The consummation and effectiveness of each Extension shall be subject to the following:
  - (i) no Event of Default, any event or circumstance that constitutes an Event of Default or that, with the giving of notice, the lapse of time, or both, would (if not cured or otherwise remedied during such time) constitute an Event of Default, shall have occurred and be continuing at the time any Extension Offer is delivered to CMHC or at the time of such Extension (after giving effect to such Extension);
  - (ii) each of the Repayable Loans extended pursuant to any Extension (as applicable, “**Extended Repayable Loans**”) shall have the same terms as the relevant original Repayable Loan (the “**Existing Repayable Loan**”), except that (A) the final

maturity date of any Extended Repayable Loan will be ten (10) years later than the end of the Term at the time of such Extension; (B) CMHC shall calculate a new Interest Rate, in its sole and absolute discretion, for each Extended Repayable Loan, which shall apply to the relevant Extended Repayable Loan for the duration of the extended Term (and, for the avoidance of doubt, the interest rate with respect to the Extended Repayable Loan may be higher or lower than the interest rate for the relevant Existing Repayable Loan); and (C) for the avoidance of doubt, no repayment of any Extended Repayable Loan shall be permitted unless such repayment is accompanied by repayment of all earlier maturing Repayable Loans (including previously extended Repayable Loans) in accordance with the terms hereof (or all earlier maturing Repayable Loans (including previously extended Repayable Loans) shall otherwise be or have been terminated and repaid in full in accordance with the terms hereof);

- (iii) the representations and warranties of the Borrower contained herein or in any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct, in each case, on and as of at the time any Extension Offer is delivered to CMHC or at the time of such Extension (after giving effect to such Extension), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects, or true and correct, as the case may be, as of such earlier date; and
- (iv) all documentation in respect of such Extension shall be consistent with the foregoing and on or before the date of any Extension, CMHC shall have received all other information and documents required by it, as CMHC may reasonably require in connection with such Extension,

and, in connection with any Extension, the Borrower shall follow such procedures, if any, as may be reasonably established by, or acceptable to, CMHC to accomplish the purposes of this Section 6(g) and the Borrower and CMHC shall enter into any amendments to this Agreement and the other Loan Documents as may be required by CMHC in order to effect and reflect the Extension, in each case on terms consistent with this Section 6(g). Promptly following the consummation and effectiveness of any Extension, CMHC will furnish to the Borrower written notice setting forth the Extended Maturity Date and material economic terms of the Extension, including the interest rate and the aggregate principal amount of each Repayable Loan after giving effect to the Extension and attaching a copy of the fully executed Extension amendment.

## 7 PAYMENTS GENERALLY

- (a) With respect to each Repayable Loan, amounts payable by the Borrower hereunder shall be paid by direct debit from an account designated by the Borrower, the particulars of which been provided to CMHC (the "**Repair Program Loan Payment Account**").
- (b) Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest payable under this Agreement is payable both before and after any or all of default, maturity date, demand and judgment.

## 8 CONDITIONS PRECEDENT

- (a) **Conditions Precedent to Effectiveness of Agreement.** The effectiveness of this Agreement is subject to and conditional upon the satisfaction (in form and substance satisfactory to CMHC, in its sole discretion) of each of the following conditions precedent (and the date on which the last condition precedent is satisfied or waived and this

Agreement becomes effective, as confirmed in writing by CMHC, is referred to herein as the “**Closing Date**”):

- (i) CMHC shall have received executed counterparts of this Agreement, the other Loan Documents, and the Material Repair Program Documents;
- (ii) CMHC shall have received and shall be satisfied with its review of the Action Plan, the Plans and Specifications, the Repair Program Budget and the Repair Schedule;
- (iii) CMHC shall be satisfied with PPSA (if applicable), insolvency and judgment searches against each of the Credit Parties in those jurisdictions as CMHC shall make confirming that the Properties and all other Collateral are not subject to any Encumbrances other than Permitted Encumbrances;
- (iv) if applicable, CMHC shall be satisfied with sub-searches confirming that no Encumbrances have been registered on title to the Properties other than Permitted Encumbrances;
- (v) CMHC shall be satisfied with the results of its diligence, including legal, corporate, and financial diligence, and diligence with respect to the legal structure of the Credit Parties (including any principals) and the Portfolio, any Co-Investment Agreements, and with respect to zoning, permitting and title to the Properties;
- (vi) CMHC shall have received evidence of the completion of, or of arrangements reasonably satisfactory to CMHC for the completion of, any other actions, recordings and filings of or with respect to this Agreement, the Material Repair Program Documents and the other Loan Documents that CMHC may deem necessary;
- (vii) CMHC shall have received and be satisfied with its review of the Repair Program Budget and Material Repair Program Documents;
- (viii) CMHC shall have received from the Borrower and be satisfied with its review of the Drawdown Schedule;
- (ix) CMHC shall have received an Energy Efficiency Report prepared by a qualified third party and such other third party reports (as appropriate, supported by reliance letters addressed to CMHC), as CMHC requires in its sole discretion;
- (x) CMHC shall have received in respect of each of the Credit Parties, certified on or just prior to the Closing Date by an appropriate corporate officer of each of the Credit Parties:
  - (A) a copy of its organization documents, as in effect on the Closing Date;
  - (B) a copy of its by-laws or equivalent document, as in effect on the Closing Date;
  - (C) copies of the resolutions of its board of directors, authorized subcommittee thereof, or other equivalent body authorizing the execution, delivery and performance of the documents to which it is a party; and
  - (D) the names and true signatures of the officers authorized to execute, deliver and perform, as applicable, this Agreement and all other documents to be

delivered hereunder, together with a certificate of good standing or equivalent document from the applicable Governmental Authority of its jurisdiction of incorporation or organization as of a recent date;

- (xi) CMHC shall have received a customary written legal opinion from counsel to each of the Credit Parties, addressed to CMHC and dated on or just prior to the Closing Date, as to (A) the creation and existence of each Credit Party, (B) the capacity and due authorization of each Credit Party to enter into and perform its obligations under the Loan Documents to which it is a party, (C) the absence of conflicts with law and regulations and the organizational documents of each Credit Party, (D) the enforceability of the obligations of each Credit Party under the Loan Documents to which it is a party, (E) if applicable, security matters and (F) such other matters as CMHC may require;
- (xii) CMHC shall have received evidence that the Borrower shall have opened the Repair Program Funding Account and entered into a pre-authorized debit (PAD) Agreement for making payments to CMHC from the Repair Program Loan Payment Account by direct debit in accordance with Section 6(a), and executed and delivered any documentation required in respect thereof;
- (xiii) CMHC shall have been paid all accrued and unpaid fees, and reasonable costs and expenses to the extent then due and payable to CMHC on or just prior to the Closing Date;
- (xiv) CMHC shall have received a certificate signed by an officer on behalf of each Credit Party, dated on or just prior to the Closing Date:
  - (A) confirming that such Credit Party has received all required co-investment commitments and governmental authorizations and third party approvals (or arrangements reasonably satisfactory to CMHC in lieu of such co-investment commitments and approvals) from each relevant third party and applicable Governmental Authority that are contemplated hereby and/or that are necessary in connection with the Repair Program and/ or that may be required by Applicable Laws; and
  - (B) confirming the solvency of such Credit Party.
- (xv) CMHC shall have received from each of the Credit Parties the documentation and other information that is required by CMHC in respect of its “know-your customer” policies and procedures;
- (xvi) CMHC shall have received such financial and other information or documents relating to each of the Credit Parties as CMHC may reasonably require;
- (xvii) CMHC shall have received confirmation, certified by an officer of the Borrower, that (A) there are two thousand and eighty-two (2,082) Housing Units, which are within 13 buildings located in the City of London (such number of Housing Units, or such other number of Housing Units as may be agreed to in writing by CMHC from time to time in its sole discretion in accordance with the terms hereof, is referred to herein as the “**Minimum Unit Count**”) in the Portfolio that are the subject of the Repair Program (the Housing Units that are subject to the Repair Program from time to time are referred to herein as the “**Subject Units**”); (B) either (1) all of the Subject Units are occupied or available for occupancy and will be occupied or available for occupancy throughout the Repair Program Execution; or (2) if all of the Subject Units are not occupied or available for occupancy or will not be

occupied or available for occupancy throughout the Repair Program Execution, this is solely due to the Subject Units being temporarily vacant as a result of repairs or renewal thereof and a tenant placement plan satisfactory to CMHC has been made by the Borrower so that any relocated tenant is not materially adversely impacted by the Repair Program Execution;

- (xviii) CMHC shall have received evidence satisfactory to it that the Repair Program will be effected, and the Portfolio will be operated, such that the Portfolio Affordability Requirements, the Portfolio Accessibility Requirements and the Portfolio Energy Efficiency Requirements will be satisfied; and
  - (xix) CMHC shall have received evidence that the Credit Parties have in place appropriate insurance for its business and assets as required by CMHC from time to time, including with respect to the Repair Program and the Properties, that meets at least the Insurance Requirements pursuant to the terms hereof, including (A) copies of all initial certificates of insurance; and (B) an opinion of an Insurance Consultant relating to such insurance, which has been prepared in accordance with the Insurance Requirements and is in form and substance satisfactory to CMHC in its sole and absolute discretion.
- (b) **Conditions Precedent to Drawdowns.** The obligation of CMHC to advance any Drawdown hereunder is subject to and conditional upon the satisfaction of each of the following conditions precedent on or just prior to the date the applicable Drawdown Notice is delivered (or such earlier date as may be specified below):
- (i) CMHC shall have received a completed Drawdown Notice from the Borrower;
  - (ii) as at the date of the applicable Drawdown Notice, CMHC shall have received sufficient evidence of the Repair Program Costs expended by the Borrower or invoiced to the Borrower for Completed Work that will be funded by the Drawdown made pursuant to the applicable Drawdown Notice, including by way of a Completion Report attached to the Drawdown Notice as Appendix A thereto;
  - (iii) in the case of each Repayable Loan Facility, the Interest Rate shall have been set by CMHC;
  - (iv) if applicable, CMHC shall be satisfied with sub-searches confirming that no Encumbrances have been registered on title to the Properties other than Permitted Encumbrances;
  - (v) the representations and warranties deemed to be repeated pursuant to Section 12 on each Drawdown Date will continue to be true and correct as if made on and as of the Drawdown Date;
  - (vi) no default or Event of Default or Ratings Trigger Event will have occurred and be continuing on the Drawdown Date, or would result from making the requested advance;
  - (vii) a Material Adverse Change will not have occurred and be existing on the Drawdown Date, or would result from making the requested advance;
  - (viii) the Credit Parties must have delivered to CMHC all reporting covenants required by Section 13;

- (ix) CMHC shall have received evidence satisfactory to it that the Minimum Borrower Contribution will have been invested by the Borrower as of the Drawdown Date;
  - (x) CMHC shall have received evidence that the Repair Program achieves a minimum Debt Service Coverage Ratio of 1.0x after giving effect to such Drawdown;
  - (xi) CMHC shall have received evidence satisfactory to it that the full budgeted funding and contributions by the Guarantor and any other funding sources (pursuant to any Co-Investment Agreements or otherwise) have been made or will be made contemporaneously with a Drawdown hereunder;
  - (xii) CMHC shall have received confirmation from the Borrower that all Permits and approvals necessary for (A) any Repair Program Execution to be undertaken in respect of the Portfolio pursuant to the Repair Program, in respect of which the Drawdown is being made and (B) any prior Repair Program Execution undertaken in respect of the Portfolio pursuant to the Repair Program, are in place at the time of such Drawdown;
  - (xiii) all other terms and conditions of this Agreement upon which the Borrower may obtain advances that have not been waived will have been fulfilled as of the Drawdown Date;
  - (xiv) CMHC shall have received confirmation from the Borrower, certified by an officer of the Borrower in the Drawdown Notice, that the Minimum Unit Count is satisfied and either (A) all of the Subject Units are occupied or available for occupancy and will be occupied or available for occupancy throughout the Repair Program Execution; or (B) if all of the Subject Units are not occupied or available for occupancy or will not be occupied or available for occupancy throughout the Repair Program Execution, this is solely due to the Subject Units being temporarily vacant as a result of repairs or renewal thereof and a tenant placement plan satisfactory to CMHC has been made by the Borrower so that any relocated tenant is not materially adversely impacted by the Repair Program Execution;
  - (xv) CMHC shall have been paid all accrued and unpaid fees, and reasonable costs and expenses to the extent then due and payable to CMHC on or just prior to the Drawdown Date; and
  - (xvi) if a Ratings Trigger Event has occurred and CMHC has delivered one or more Collateral Coverage Notices to the Credit Parties in accordance with Section 14(a)(xviii), the Collateral Coverage Ratio shall be equal to or greater than the Applicable Collateral Coverage Ratio.
- (c) **Documentation.** All documents and evidence executed and/or delivered pursuant to this Section 8 must be in full force and effect, and in form and substance satisfactory to CMHC in its sole and absolute discretion.
  - (d) **Waiver.** The conditions set forth in Sections 8(a), 8(b) and 8(c) are inserted for the sole benefit of CMHC and may be waived by CMHC, in whole or in part (with or without terms or conditions), in respect of any Drawdown without prejudicing the right of CMHC at any time to assert such conditions in respect of any subsequent Drawdown.

## 9 RECORDS

- (a) CMHC will maintain records evidencing each Drawdown made by the Borrower under this Agreement. CMHC will record the amount of each borrowing thereunder, the payment of

principal and interest and all other amounts becoming due or paid to CMHC under this Agreement. CMHC's accounts and records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to CMHC pursuant to this Agreement.

- (b) CMHC reserves the right to review, analyze and audit the costs of the Borrower in connection with the Repair Program to ensure compliance with this Agreement and the Program. The Borrower will maintain proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the Repair Program Costs 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.

## 10 LOAN DOCUMENTS AND SECURITY

- (a) CMHC's security in respect of the Loans and all other obligations of the Credit Parties to CMHC under this Agreement and the other Loan Documents shall include the security interests (where applicable) created in favour of CMHC by the following documents in form and substance satisfactory to CMHC in its sole and absolute discretion (and which, if applicable, shall be registered under applicable legislation), subject only to Permitted Encumbrances:
  - (i) a security agreement signed by the Borrower granting a first priority security interest over the Repair Program Funding Account;
  - (ii) an Operating Agreement in respect of the Repair Properties;
  - (iii) an unlimited payment and performance guarantee and, if applicable, indemnity and postponement of claim from the Guarantor in favour of CMHC;
  - (iv) if required by CMHC pursuant to Section 14(a)(xviii), with respect to each Post-Closing Designated Property:
    - (A) a first priority mortgage granted by the applicable Credit Party in favour of CMHC in respect of such Post-Closing Designated Property (to be registered on title to such Post-Closing Designated Property) in an amount equal to 120% of the Available Commitment;
    - (B) a first priority, site-specific general security agreement signed by the applicable Credit Party granting a security interest in all of the present and after acquired personal property of such Credit Party comprising or otherwise relating to such Post-Closing Designated Property;
    - (C) an Operating Agreement in respect of such Post-Closing Designated Property;
    - (D) a first priority general assignment of rents and leases security interest signed by the applicable Credit Party/ies in respect of such Post-Closing Designated Property;
    - (E) if requested by CMHC, a first priority security assignment signed by the applicable Credit Party/ies of all insurance policies relating to such Post-Closing Designated Property; and

- (F) if requested by CMHC, a first priority security assignment signed by the applicable Credit Party/ies of all Material Repair Program Documents relating to such Post-Closing Designated Property; and
- (v) if requested by CMHC, any other security, intercreditor agreements, subordination agreements and ancillary documentation from time to time deemed necessary by CMHC in its sole and absolute discretion.

## 11 RECOURSE

CMHC shall have full recourse to the Borrower and Guarantor and the Collateral for the full term of the Loans.

## 12 REPRESENTATIONS AND WARRANTIES

Each of the Credit Parties represents and warrants to CMHC, as of the Closing Date and (subject to any amendments or exceptions from time to time approved in writing by CMHC in its sole and absolute discretion) as of each Drawdown Date, that:

- (a) it is duly incorporated, amalgamated, continued, created or established, as the case may be, and validly existing under the laws of its jurisdiction of incorporation, amalgamation or continuance, creation or establishment, as the case may be, and is duly registered or qualified to carry on business in the Province of Ontario;
- (b) it has the power, authority and right:
  - (i) to enter into and deliver, and to exercise its rights and perform its obligations under, the Loan Documents and all other instruments and agreements delivered by it pursuant to any of the Loan Documents, and
  - (ii) to own its property and carry on its business as currently conducted and as currently proposed to be conducted by it and without limiting the foregoing (A) the Borrower has all necessary power and authority to own the real and personal property comprising the Portfolio and to develop and complete the Repair Program and is duly licensed, registered and qualified to carry out such activities and (B) each Credit Party has all necessary power and authority to, if applicable, own, develop and operate all real and personal property owned by it constituting Collateral;
- (c) the execution, delivery and performance of the Loan Documents to which it is a party have been duly authorized by all necessary corporate and other actions and do not violate its respective constating documents, any Applicable Laws or any agreements to which it is subject or by which it is bound;
- (d) it has obtained, made or taken all consents, approvals, authorizations, declarations, registrations, filings, notices and other actions whatsoever required as to the date hereof in connection with the execution and delivery by it of each of the Loan Documents to which it is a party and the consummation of the transactions contemplated in the Loan Documents;
- (e) it has paid or made adequate provision for the payment of all taxes levied on it or on the Portfolio, the Collateral or its income that are due and payable, including interest and penalties, or has accrued such amounts in its financial statements for the payment of such taxes, except taxes that are not material in amount or that are not delinquent (or if delinquent are either (A) Permitted Encumbrances, or (B) being contested in good faith,

and in respect of which non-payment would not individually or in the aggregate constitute, or be reasonably likely to cause, a Material Adverse Change), and there is no material action, suit, proceeding, investigation, audit or claim now pending, or to its knowledge threatened, by any Governmental Authority regarding any taxes that constitutes or could reasonably be expected to become a Material Adverse Change nor has it agreed to waive or extend any statute of limitations with respect to the payment or collection of taxes;

- (f) its most recent financial statements provided to CMHC fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, no Material Adverse Change has occurred;
- (g) it is not subject to any judgment, order, writ, enforcement charge, injunction, decree or award, or to any restriction, rule or regulation (other than customary or ordinary course restrictions, rules and regulations consistent or similar with those imposed on other Persons engaged in similar businesses) that has not been stayed or of which enforcement has not been suspended and that individually or in the aggregate constitutes, or could reasonably be expected to become, a Material Adverse Change;
- (h) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which could reasonably be expected to have a Material Adverse Change, and there are no circumstances of which it is aware which might give rise to any such proceeding which has not been fully disclosed to CMHC;
- (i) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a default or an Event of Default or a Ratings Trigger Event or a breach of any covenant or other term or condition in respect of any other of its outstanding Debt ;
- (j) there are no liabilities (including contingent liabilities) that, in the aggregate, are material in respect of the Repair Program or that constitute or could reasonably be expected to become a Material Adverse Change, which have not been previously disclosed in writing to CMHC;
- (k) it:
  - (i) has not committed any act of bankruptcy;
  - (ii) is not insolvent, or has not proposed or given notice of its intention to propose, a compromise or arrangement to its creditors generally;
  - (iii) has not had an application for a bankruptcy order, or application for the appointment of a receiver, trustee, inspector, monitor or similar party filed against it;
  - (iv) has not made a voluntary assignment in bankruptcy, taken any proceeding with respect to any stay, proposal, sale, compromise or arrangement, taken any proceeding or corporate action to have itself declared bankrupt, liquidated, dissolved or wound-up, taken any proceeding to have a receiver appointed of any part of its assets;
  - (v) has not had the holder of any Encumbrance take possession of its property; or

- (vi) has not had an execution or distress become enforceable or become levied, or an enforcement of security or foreclosure, on any material portion of its assets and property;
- (l) it is not in default under any other loan or contribution provided by CMHC nor any other loan or contribution and any related operating agreements or any Co-Investment Agreement from other funding sources in respect of the Repair Program or the Portfolio;
- (m) the Repair Properties and the Housing Units listed in the Repair Properties List constitute the Portfolio that is the subject of the Repair Program;
- (n) the Borrower has good and marketable title, free and clear of all Encumbrances other than Permitted Encumbrances, to (A) all of its properties, (B) all other real and personal property comprising the Portfolio and related to the Repair Program and (C) all Collateral owned by it;
- (o) to the best of its knowledge and belief, after due inquiry and all reasonable investigation:
  - (i) it is not engaged in any unfair labour practice that constitutes or could reasonably be expected to become a Material Adverse Change; and there is no unfair labour practice complaint pending against it or threatened against it, before any Governmental Authority that if adversely determined could reasonably be expected to become a Material Adverse Change;
  - (ii) no grievance or arbitration arising out of or under any collective bargaining agreement is pending against it or threatened against it, that could reasonably be expected to become a Material Adverse Change; and
  - (iii) no strike, labour dispute, slowdown or stoppage is pending against it or threatened against it and no union representation proceeding is pending with respect to any of its employees, except (with respect to any matter specified in this sentence, either individually or in the aggregate) such as could not reasonably be expected to become a Material Adverse Change;
- (p) except as disclosed to CMHC in writing and accepted by CMHC, to the best of its knowledge after due inquiry, it, the Repair Program and the Portfolio are in compliance with all Applicable Laws (other than Environmental Laws, which are addressed below) except for any non-compliance that individually or in the aggregate could not reasonably be expected to become a Material Adverse Change, and there are no facts known or which ought reasonably to be known, in either case after due enquiry, which could give rise to a notice of non-compliance to such extent with any Applicable Laws (other than Environmental Laws, which are addressed below);
- (q) to the best of its knowledge, there are no pending or proposed changes to Applicable Laws which would render illegal or materially restrict the Repair Program Execution or operation of the Repair Program;
- (r) the Repair Properties are zoned to permit the Repair Program Execution and operation of the Repair Program and the existing and proposed uses of the Properties comply in all material respects with all Applicable Laws;
- (s) it has not received notice of any proposed re-zoning of all or any part of the Properties that could be reasonably likely to become a Material Adverse Change in respect of the Repair Program Execution of the Repair Program or otherwise nor has it received notice of any expropriation of all or any part of the Properties;

- (t) the only real property interests necessary for the Repair Program Execution in respect of the Repair Program in accordance with the Action Plan are the real property interests comprising the Repair Properties and any easements, interests or rights appurtenant thereto;
- (u) it is in good standing under each Repair Contract;
- (v) no event has occurred and is continuing that would constitute a material breach of or a material default under any Material Repair Program Document to which it is a party is binding upon it and, to the best of its knowledge, is a binding agreement of each other Person who is a party thereto;
- (w) to the best of its knowledge after due inquiry:
  - (i) there has been no complaint, prosecution, investigation or proceeding, environmental or otherwise, respecting the Properties or the business or assets of the Borrower or the Guarantor, by a Government Authority or any third party, in respect of which there is a reasonable likelihood of a determination adverse to the Borrower or the Guarantor, as applicable, and which, if so adversely determined, constitutes or could reasonably be expected to become a Material Adverse Change;
  - (ii) the Properties (for the avoidance of doubt, including, without limitation, the Subject Units) are in compliance with, and it operates in compliance with, all applicable Environmental Laws and there are no Hazardous Materials in, on, under, migrating from or to the Properties not in compliance with Environmental Laws, except to the extent that non-compliance does not individually or in the aggregate constitute and could not reasonably be expected to become a Material Adverse Change; and
  - (iii) it possesses all Permits as may be necessary to conduct its business, in compliance with requirements of Applicable Laws, and such permits will not expire during the Term, except to the extent that failure to have any such Permits in place does not individually or in the aggregate constitute and could not reasonably be expected to become a Material Adverse Change;
- (x) there are no claims, demands, actions or other proceedings pending or, to the knowledge of any Credit Party, threatened, affecting any Collateral, the Repair Program Execution, the operation of the Repair Program on the Repair Properties at law or in equity before or by any Governmental Authority, with respect to aboriginal rights, treaty rights or the duty to consult;
- (y) neither the Credit Parties nor any Properties are subject to any outstanding judgment, order, writ, injunction or decree with respect to aboriginal rights, treaty rights or the duty to consult affecting the Repair Program Execution or the operation of the Repair Program on the Repair Properties or otherwise affecting any Property, and neither the Repair Program nor the Properties are subject to a modern treaty;
- (z) it is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada);
- (aa) it has in place appropriate insurance for its business and assets as required by CMHC from time to time, including with respect to the Repair Program and the Properties, that meets at least the Insurance Requirements and is consistent with the recommendations of the Insurance Consultant opinion prepared as described in Section 8(a)(xix), except where the failure to have such policies of insurance in place would not constitute and could not reasonably be expected to become a Material Adverse Change;

- (bb) it is in compliance with all terms and conditions of all insurance policies issued in respect of the Repair Properties and the Repair Program and, if applicable, in respect of any Post-Closing Designated Properties; and
- (cc) the contents of the Integrity Declaration remain true and correct.

Sections 12(a) to (l), (n) to (t) and (v) to (cc) shall survive and remain in full force and effect in accordance with their terms, notwithstanding the termination of this Agreement or the repayment, satisfaction or discharge of all obligations under any Loan Document until the termination of the Operating Agreement.

### 13 REPORTING COVENANTS

- (a) The Borrower covenants and agrees with CMHC to deliver (or cause to be delivered) to CMHC, at the expense of the Borrower (each of the following to be in form and substance satisfactory to CMHC in its sole and absolute discretion):
  - (i) **Quarterly Progress Reports:** following the earliest of (i) the first advance to the Borrower hereunder, and (ii) the first advance under any Co-Investment Agreement, as soon as available and in any event within thirty (30) days after the end of its fiscal quarter, progress reports prepared in relation to the Repair Program by a Qualified Professional, in each case providing detailed information regarding the planning, design, construction, financing, revenue generation and performance monitoring of the Repair Program including:
    - (A) an update to the Drawdown Schedule, Repair Program Budget and Repair Schedule together with comments on any material variances from the original Drawdown Schedule, Repair Program Budget and Repair Schedule provided to CMHC; and
    - (B) comments on any material changes to the Repair Program or any potential or actual problem areas which have been identified and may affect completion of the Repair Program in accordance with the Repair Program Budget and Repair Schedule provided to CMHC.
  - (ii) **Annual Progress Reports:** on an annual basis within one hundred and twenty (120) days of the end of each fiscal year of the Borrower:
    - (A) an energy performance report in respect to such fiscal year prepared by the Borrower and validated by a Qualified Professional, reporting on the progress in respect of such fiscal year as measured against the baseline energy use and greenhouse gas emissions for the Portfolio as established in the Energy Efficiency Report;
    - (B) a progress report (an “**Annual Progress Report**”) certified by an officer of the Borrower in the form of Schedule G in respect of such fiscal year, which will include detailed information in relation to performance monitoring of the Repair Program and progress updates with respect to the Action Plan, including:
      - (1) the number of Subject Units;
      - (2) confirmation that the Minimum Unit Count is satisfied and that either (I) all of the Subject Units are occupied or available for occupancy and will be occupied or available for occupancy

throughout the Repair Program Execution; or (II) if all of the Subject Units are not occupied or available for occupancy or will not be occupied or available for occupancy throughout the Repair Program Execution, this is solely due to the Subject Units being temporarily vacant as a result of repairs or renewal thereof and a tenant placement plan satisfactory to CMHC has been made by the Borrower so that any relocated tenant is not materially adversely impacted by the Repair Program Execution;

- (3) confirmation of the satisfaction of, or progress satisfactory to CMHC toward the satisfaction of, the Portfolio Affordability Requirements, the Portfolio Accessibility Requirements and the Portfolio Energy Efficiency Requirements pursuant to the terms hereof, including (x) the average percentage of the Median Market Rental Rate of the rents of all Subject Units in respect of such fiscal year, (y) the number and percentage of Subject Units satisfying the Portfolio Accessibility Requirements, and (z) the conversion count of the Subject Units that have become units that meet the Portfolio Accessibility Requirements, in respect of such fiscal year;
- (4) the total amount of Repair Program Costs that have been expended by the Borrower (or that have been invoiced to the Borrower) in respect of Completed Work in such fiscal year and cumulatively since the date hereof [and confirmation that the aggregate CMHC funding proportion of such cumulative repair costs does not exceed the maximum CMHC funding proportion thereof permitted by Section 3(a)(ii);
- (5) an updated Action Plan, Plans and Specifications, Repair Program Budget, Repair Schedule and Drawdown Schedule; and
- (6) such other information as CMHC deems necessary, including reports, the frequency of which may vary, that include, but are not limited to, the information required in Schedule G,

and noting any material variances that occurred (x) in such fiscal year from the Action Plan, Plans and Specifications, Repair Program Budget, Repair Schedule and Drawdown Schedule most recently delivered to CMHC in accordance with the terms hereof and (y) cumulatively from the Action Plan, Plans and Specifications, Repair Program Budget, Repair Schedule and Drawdown Schedule delivered to CMHC in accordance with 8(a)(ii).

- (b) **One-time Report Upon Completion:** Within sixty (60) days of the date of final advance, a report to CMHC identifying all material deviations from the Plans and Specifications, including those that may have impacted the Repair Program's energy consumption or greenhouse gas ("GHG") emissions plan, accessibility plan and overall eligibility under the Program; where such deviations have resulted in or are likely to have a 10% or more change in the energy consumption or GHG emissions of the Portfolio, and an updated Energy Efficiency Report for use by CMHC to assess energy consumption and GHG emission reduction performance of the completed Portfolio as against the Portfolio Energy Efficiency Requirements.
- (c) **Audited Financial Statements:** Each Credit Party covenants and agrees with CMHC to deliver (or cause to be delivered) to CMHC, at the expense of the relevant Credit Party, as soon as available and in any event within one hundred and twenty (120) days after the end

of each of its fiscal years, its annual audited financial statements including a balance sheet/statement of financial position, statement of income/statement of operations, statement of changes in equity/statement of changes in net assets, statement of cash flows and source and application of funds for such fiscal year, which will be prepared in accordance with GAAP on an audited basis, and the auditor's report shall include an opinion on the compliance of the Borrower with this Agreement (such financial statements and auditor's report to be in form and substance satisfactory to CMHC in its sole and absolute discretion).

- (d) All reporting required under this Agreement shall be stand-alone Repair Program reporting, isolating the Repair Program's financial and operating information from that of other properties owned by the Borrower, if any.
- (e) The Borrower shall ensure that the use of personal information of tenants or occupants required to fulfill the foregoing reporting obligations, if any, is authorized and consented to by such persons and is otherwise in accordance with applicable privacy laws.
- (f) Sections 13(a)(ii)(B)(1),(2) and (3), 13(c), 13(d) and 13(e) shall survive and remain in full force and effect in accordance with its terms, notwithstanding the termination of this Agreement or the repayment, satisfaction or discharge of all obligations under any Loan Document until the termination of the Operating Agreement.

## 14 COVENANTS

- (a) **Positive Covenants.** Each Credit Party covenants and agrees with CMHC, while this Agreement is in effect and except as otherwise permitted by the prior written consent of CMHC, to:
  - (i) pay all sums of money when due by it under this Agreement;
  - (ii) maintain a minimum Debt Service Coverage Ratio of 1.0x;
  - (iii) keep its existence in full force and effect and carry on and conduct its business and operations in a proper, efficient and businesslike manner, in accordance with good business practice and all Applicable Laws;
  - (iv) take all reasonable action to maintain all rights, privileges and franchises necessary in the normal conduct of its business;
  - (v) comply with all Material Repair Program Documents, Material Licences and requirements of Applicable Law;
  - (vi) promptly provide CMHC with all information reasonably requested by it from time to time at reasonable intervals in connection with this Agreement concerning its financial condition, the Properties and the Subject Units and during normal business hours and from time to time at reasonable intervals upon reasonable notice, permit representatives of CMHC to inspect and take extracts from its financial and other records, including records stored in computer data banks and computer software systems regarding the Properties and the Subject Units, and to discuss its financial condition with its senior officers and its auditors;
  - (vii) maintain documents, vouchers, records and accounts that pertain to the Properties and the Subject Units for not less than seven (7) years following the date of receipt or production of such documents, vouchers, records and accounts and maintain books, records and accounts in accordance with GAAP;

- (viii) keep all property necessary for its business in good working order and condition, normal wear and tear excepted, except to the extent that failure to do so does not individually or in the aggregate constitute and could not reasonably be expected to become a Material Adverse Change;
- (ix) comply with the provisions of the Construction Lien Act, including retaining any Holdbacks required thereby, and in the event that any Encumbrance is registered under the Construction Lien Act against any Property (or notice of such Encumbrance is provided to CMHC), the applicable Credit Party shall cause such Encumbrance to be vacated or discharged within ten (10) days of the earlier of: (i) date of registration thereof or the date any Credit Party has received written notice thereof, or (ii) the date that such Credit Party has been provided written notice thereof by CMHC, with any payment thereunder being made from financial resources other than the Loans (and, for the avoidance of doubt, no Drawdowns will be permitted under the Loan Facilities until such Encumbrance is vacated or discharged to the satisfaction of CMHC);
- (x) pay or discharge, or cause to be paid or discharged, before the same will become delinquent (i) all taxes imposed upon it or upon its income or profits or in respect of its business or any Property and file all tax returns in respect thereof, (ii) all lawful claims for labour, materials and supplies, (iii) all required payments under any of its Debt, and (iv) all other obligations; provided, however that it will not be required to pay or discharge or to cause to be paid or discharged any such amount so long as the validity or amount thereof is being contested in good faith by appropriate proceedings and an appropriate financial reserve in accordance with GAAP and satisfactory to CMHC has been established and so long as CMHC is satisfied that the security is not in jeopardy;
- (xi) provide evidence satisfactory to CMHC annually of the payment of all taxes assessed and levied in relation to the Properties, as soon as available and in any event within thirty (30) days of the confirmation that all of the current year's taxes have been paid;
- (xii) diligently and efficiently manage and operate the Repair Program to meet its financial obligations on a sustainable and permanent manner on a long-term basis and to maintain the Properties in a satisfactory state of repair, in each case in accordance with (i) prudent industry practice; (ii) all Material Licences; (iii) in the case of the Repair Properties, the Material Repair Program Documents, the Action Plan, the Repair Program Budget, the Repair Schedule and the Plans and Specifications; and (iv) all insurance policies issued in respect of the Properties and the Repair Program, in all material respects;
- (xiii) provide a copy of any advance request (together with supporting documentation) made pursuant to any Co-Investment Agreement or otherwise in respect of any contribution from any funding source for the Repair Program;
- (xiv) from time to time, when requested by CMHC, provide to CMHC evidence of its full compliance with its representations and warranties in Section 12;
- (xv) maintain in place appropriate insurance for its business and assets as required by CMHC from time to time, including with respect to the Repair Program and the Properties, that meets at least the Insurance Requirements and is consistent with the recommendations of the Insurance Consultant opinion prepared as described in Section 8(a)(xix), except where the failure to have such policies of insurance in place would not constitute and could not reasonably be expected to become a Material Adverse Change, and promptly provide CMHC with copies of any

certificates of insurance issued to it from time to time and not previously provided to CMHC in accordance with this Agreement;

- (xvi) ensure that, as at December 31, 2027 (as evidenced by the delivery of the annual financial reports and financial statements provided to CMHC pursuant to Section 13(a)(ii) and (c) in respect of the 2027 fiscal year), the aggregate outstanding principal amount of all Loans will not cause the CMHC funding proportion of the aggregate principal amount of all funding by CMHC, the Guarantor and other funding sources (pursuant to any Co-Investment Agreements or otherwise) of Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower in respect of only Completed Work under the Repair Program, to exceed the Maximum CMHC Funding Proportion;
  - (xvii) ensure that either (I) all of the Subject Units are occupied or available for occupancy and will be occupied or available for occupancy throughout the Repair Program Execution; or (II) if all of the Subject Units are not occupied or available for occupancy or will not be occupied or available for occupancy throughout the Repair Program Execution, this is solely due to the Subject Units being temporarily vacant as a result of repairs or renewal thereof and a tenant placement plan satisfactory to CMHC has been made by the Borrower so that any relocated tenant is not materially adversely impacted by the Repair Program Execution; and
  - (xviii) if at any time following the occurrence of a Ratings Trigger Event the Collateral Coverage Ratio is less than the Applicable Collateral Coverage Ratio and if required by CMHC in its sole and absolute discretion as notified by CMHC in writing to the Credit Parties (each such notice, a “**Collateral Coverage Notice**”), grant security in respect of one or more Post-Closing Designated Properties (and certain other related property relating thereto) in accordance with Section 10(a)(iv) and otherwise comply with the Post-Closing Mortgaged Property Requirements with respect to such Post-Closing Designated Property/ies, such that, no later than the 30<sup>th</sup> day following receipt by the Credit Parties of such Collateral Coverage Notice, the Collateral Coverage Ratio shall be equal to or greater than the Applicable Collateral Coverage Ratio (which shall be specified in the applicable Collateral Coverage Notice);
  - (xix) promptly notify CMHC of any event which could result in any cost overrun or material delay in the Repair Program Execution in respect of any of the Repair Properties;
  - (xx) promptly fund in full, to the satisfaction of CMHC, all costs overruns and change orders related to in the Repair Program, as and when they occur, or they may be indicated in any progress report delivered to CMHC pursuant to Section 13(a) or otherwise upon the CMHC’s request.
- (b) **Special Covenants.** The Borrower covenants and agrees with CMHC that, except as otherwise permitted by the prior written consent of CMHC:
- (i) **Affordability:** for the duration of the Social Housing Covenant Period, the Borrower will ensure that the rents for 50% of the Subject Units which are occupied or available for occupancy in a fiscal year do not exceed 50% of the Median Market Rental Rate (the “**Portfolio Affordability Requirements**”);
  - (ii) **Accessibility:** by December 31, 2027, and then for the duration of the remainder of the Social Housing Covenant Period, (A) a minimum of 20% of the Subject Units will meet or exceed the Accessibility Criteria (the “**Portfolio Accessibility Requirements**”); and

- (iii) **Energy Efficiency:** the Borrower will make upgrades and changes to the Repair Properties within the Portfolio in order to achieve, by December 31, 2027, and then for the duration of the remainder of the Social Housing Covenant Period, (A) a minimum of a 25% reduction in energy use across the Portfolio; and (B) a minimum of a 25% reduction in greenhouse gas emissions across the Portfolio, in each case as measured against the baseline energy use and greenhouse gas emissions for the Portfolio measured as of the period between August 2016 and August 2018 specified in the Energy Efficiency Report (collectively, the “**Portfolio Energy Efficiency Requirements**”).
  
- (c) **Notices.** Each Credit Party covenants and agrees with CMHC, while this Agreement is in effect, to promptly notify CMHC on becoming aware of:
  - (i) in the case of the Borrower, any Dispositions of Subject Units or acquisitions of Housing Units, as applicable, no later than 30 Business Days prior to the closing of any such Disposition or acquisition;
  - (ii) the occurrence of any litigation, dispute, arbitration or other proceeding the result of which if determined adversely would be a judgment or award against it that would result in a Material Adverse Change to it, and from time to time provide CMHC with all information requested by CMHC concerning the status of any such proceeding;
  - (iii) any Material Adverse Change or any matter that is likely to have a Material Adverse Change of which it becomes aware or ought to have been aware, using reasonable diligence;
  - (iv) any event which constitutes, or which, with notice, lapse of time, or both, would constitute a default or an Event of Default or a Ratings Trigger Event, of which it becomes aware or ought to have been aware, using reasonable diligence;
  - (v) any circumstance whereby the Drawdown Schedule will be materially altered, including material changes under any Co-Investment Agreement or other funding or contribution agreement in connection with the Repair Program or the Portfolio, delays in respect of the completion of the Repair Program and any circumstance where the costs of the Repair Program are expected to exceed those set forth the Repair Program Budget;
  - (vi) the occurrence of an event of Force Majeure, describing in reasonable detail the effects of such event on the Repair Program, the action which the Borrower intends to take to remedy such event and the estimated date when the event of Force Majeure will be remedied and will cease to impair the Repair Program;
  - (vii) the cessation of any event of Force Majeure;
  - (viii) any damage to or destruction of any Properties or other real or personal property that forms part of the Repair Program or the Collateral, which might give rise to an insurance claim, if the cost of any repairs to or replacement of assets of the relevant Credit Party constitutes or could reasonably be expected to become a Material Adverse Change;
  - (ix) any material instrument related to the Repair Program of which such Credit Party has notice or which is registered against title to the Repair Program, and provide to CMHC a true copy of such instrument;

- (x) any threatened expropriation or notice of expropriation with respect to the Properties or other real property of such Credit Party that constitutes or could reasonably be expected to become a Material Adverse Change, such notice to be delivered forthwith upon the such Credit Party becoming aware of such threatened expropriation or its receipt of notice of such proceedings and each Credit Party covenants and agrees that no such claim shall be compromised or settled without the prior written consent of CMHC; or
- (xi) any non-compliance with Environmental Laws relating to the Properties, the Subject Units or the Repair Program, and of any notice, investigation, non-routine inspection or material inquiry by any Governmental Authority in connection with any Environmental Laws relating to the Properties, the Subject Units or the Repair Program, except to the extent that non-compliance does not individually or in the aggregate constitute and could not reasonably be expected to become a Material Adverse Change,

and in the case of (i), no later than five (5) Business Days following the closing of any such Disposition or acquisition, the Borrower shall provide an updated Repair Properties List to CMHC, noting the Repair Properties, including all Subject Units, which have been removed or added to the Repair Properties List, and the Repair Properties List will be deemed to be amended, from time to time, upon delivery of an updated Repair Properties List to CMHC.

- (d) **Negative Covenants.** Each Credit Party covenants and agrees with CMHC, while this Agreement is in effect and except as otherwise permitted by the prior written consent of CMHC, that it shall not:
  - (i) take any action, or permit any action to be taken, constituting or likely to result in a breach of any provision in this Agreement;
  - (ii) make any Disposition, or permit any Disposition to be made, of any Property (or any portion thereof) other than in accordance with the terms hereof;
  - (iii) change its name without providing CMHC with at least thirty (30) days' prior written notice thereof;
  - (iv) make any change to its fiscal year end;
  - (v) consolidate, amalgamate or merge with any other Person; enter into any corporate reorganization or other transaction intended to effect or otherwise permit a change in its existing corporate structure; voluntarily liquidate, wind-up or dissolve itself, or permit any voluntary liquidation, winding-up or dissolution, in each case without the prior written consent of CMHC (which consent may be withheld in its sole and absolute discretion), and the Credit Parties agree to pay any fees and costs of CMHC in connection with any of the foregoing;
  - (vi) amend its organizational documents, or permit its organizational documents to be amended, in a manner that would be prejudicial to the interests of CMHC under the Loan Documents;
  - (vii) permit all or any portion of any Property to be owned by any other Person, except pursuant to a Disposition made in accordance with the terms hereof;
  - (viii) permit any Encumbrance to exist upon any Property or Collateral, except Permitted Encumbrances;

- (ix) without the prior written consent of CMHC (A) revise (or permit to be revised) the Plans and Specifications in any material respect; or (B) make (or permit to be made) any material modifications to the Repair Program that could cause the Repair Program not to be maintained and operated in accordance with the Plans and Specifications as approved by CMHC (and upon any such revision the Borrower shall forthwith provide a copy to CMHC);
  - (x) permit the Repair Program or the Portfolio to be owned, maintained or operated by or on behalf of any Person other than the Borrower;
  - (xi) without the prior written consent of CMHC, enter into any new Material Repair Program Document, or make or permit any material amendment, variation or alteration to, or consent to any assignment or transfer of, or waive or surrender any of its material rights or material entitlements under, any Material Repair Program Document;
  - (xii) amend or permit the amendment of the Repair Program Budget without the prior written consent of CMHC (regardless of whether such changes are within the initial contingency budget), and upon any revision of the Repair Program Budget, the Borrower will forthwith provide a copy to CMHC;
  - (xiii) revise or permit the revision of the Repair Schedule without the prior written consent of CMHC and only so long as the Borrower can demonstrate that it has contributed additional Borrower Contribution sufficient to cover any increased Repair Program Costs including any cost overruns arising in connection therewith;
  - (xiv) enter into or renew, amend, terminate, forfeit or cancel any Repair Contracts (or permit such actions) without CMHC's prior written approval, and for such purposes the Borrower shall provide drafts of all Repair Contracts and any amendments thereto to CMHC prior to their acceptance by the Borrower;
  - (xv) enter into or renew, amend, terminate, forfeit or cancel any Leases in respect of the Portfolio, unless such amendments, renewals, terminations, forfeitures or cancellations reflect in all material respects good business practice and such material terms as a prudent owner of a similar property would accept having regard to all relevant factors and the leasing practice in the market at the relevant time;
  - (xvi) with respect to the Borrower only, incur any Debt which exceeds the Permitted Debt Level; or
  - (xvii) become a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
- (e) Sections 14(a)(iii), 14(a)(xiv), 14(b), 14(c)(i) to (iv), 14(c)(vi) to (xi), 14(d)(i) to (xi) and 14(d)(xv) to (xvii) shall survive and remain in full force and effect in accordance with their terms, notwithstanding the termination of this Agreement or the repayment, satisfaction or discharge of all obligations under any Loan Document until the termination of the Operating Agreement.

## 15 DEFAULT

Without limiting any other rights of CMHC under this Agreement, if any one or more of the following events (herein an "**Event of Default**") has occurred and is continuing:

- (a) use of the proceeds of the Loans received by the Borrower for purposes other than the purpose set out in Section 2(c), including use of the proceeds of the Loans for any purpose other than the purpose for which they were advanced;
- (b) fraud or intentional misrepresentation by any Credit Party;
- (c) gross negligence or criminal acts of any Credit Party resulting in the forfeiture, seizure or loss of any Property or any portion thereof;
- (d) misapplication or misappropriation of rents, insurance proceeds or condemnation awards received by any Credit Party;
- (e) any Credit Party fails to pay when due any amounts payable under the Loan Documents, and such failure remains un-remedied for three (3) Business Days;
- (f) any Credit Party breaches or fails to fulfill any one or more of its obligations under the Loan Documents, other than non-payment (which is addressed in paragraph (e) above), and has not remedied such breach or failure to the sole satisfaction of CMHC, within any cure period provided for herein or in the other Loan Documents, as applicable;
- (g) any fraud, misconduct, or false Integrity Declaration (or failure by any Credit Party to advise CMHC of any change in circumstances, subsequent to such Credit Party's submission to CMHC of the Integrity Declaration, which would thereafter prevent such Credit Party from confirming the truth and accuracy of the contents therein);
- (h) any representation or warranty made or deemed to have been made by any Credit Party in any Loan Document or in any certificate or ancillary document provided for in any Loan Document shall be false or inaccurate in any materially adverse respect;
- (i) if CMHC (in its sole and absolute discretion) considers that the Repair Program is not proceeding in a timely manner or if the Borrower otherwise discontinues or abandons the Repair Program (for a single period of twenty (20) days or more);
- (j) if CMHC (in its sole and absolute discretion) considers that the Portfolio Affordability Requirements, Portfolio Accessibility Requirements and Portfolio Energy Efficiency Requirements are not satisfied or that the Borrower is not making timely progress toward the satisfaction of the Portfolio Affordability Requirements, Portfolio Accessibility Requirements and Portfolio Energy Efficiency Requirements;
- (k) if substantial completion of the Repair Program has not been achieved by the Repair Program Completion Outside Date;
- (l) if CMHC (in its sole and absolute discretion) considers that a Material Adverse Change has occurred;
- (m) any Credit Party is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, insolvent;
- (n) if proceedings are started by any person to dissolve, liquidate, or wind-up any Credit Party or to suspend any of its operations;
- (o) any secured creditor, encumbrancer or lienholder, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienholder, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any

significant part of the assets of any Credit Party or gives notice of its intention to do any of the foregoing;

- (p) any Encumbrance securing an obligation of any Credit Party to CMHC shall, in whole or in part, cease to be a perfected as required pursuant to the Loan Documents;
- (q) any breach or default by any Credit Party under any Co-Investment Agreement or under any other CMHC loan or contribution program (or any related operating agreement); or
- (r) if any other event or circumstance occurs that CMHC (in its sole and absolute discretion) considers is likely to materially and adversely affect the ability of the Borrower to successfully proceed with the Repair Program or of any Credit Party to otherwise perform all or any of its obligations under the Loan Documents,

then, in such event, the ability of the Borrower to make further Drawdowns under the Loan Facilities shall immediately terminate and CMHC may at its option, by written notice to the Borrower, (i) terminate its commitments hereunder, and (ii) declare the Loans to be immediately due and payable in whole, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Credit Parties accrued hereunder and under the other Loan Documents, shall become due and payable immediately, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Credit Parties.

## **16 REMEDIES**

The rights set out herein shall be without limitation, and shall be in addition to all other rights and remedies of CMHC otherwise available under any other provision of the Loan Documents, by operation of law, at equity or otherwise, all of which are hereby expressly preserved, all of which rights shall be cumulative. Furthermore, each of the Credit Parties acknowledges and agrees that:

- (a) the Program and the Loans made to the Borrower in support of the Repair Program are intended to further the public interest by achieving certain social outcomes which are of fundamental importance to the federal government of Canada and its agencies, including CMHC;
- (b) CMHC would not have made the Loans to the Borrower without receiving the commitment of the Credit Parties to comply with the covenants set forth in this Agreement (including the special covenants set out under Section 14(b));
- (c) in the event of default under this Agreement, CMHC, the Program, other affordable housing providers, the broader affordable housing sector and the public interest will sustain harm, the extent of which cannot be pre-determined or remedied through compensation;
- (d) without restricting or limiting the remedies CMHC may otherwise have upon a breach of this Agreement, CMHC may seek relief by other available legal and equitable remedies, including, without limitation, damages, disgorgement of profits and/or remedies of seizure, injunction and specific performance notwithstanding the termination of this Agreement; and
- (e) all costs and expenses, including the fees of appraisers, advisors, consultants and lawyers, associated with enforcing CMHC's rights under the Loan Documents shall be at the cost of the Credit Parties.

## **17 INDEMNIFICATION**

- (a) Each of the Credit Parties irrevocably and unconditionally agrees, jointly and severally, to indemnify and hold harmless CMHC, and any of its officers, directors, employees,

controlling persons, members and representatives, and any of its successors (each of the foregoing, an “**Indemnified Person**”) from and against any and all losses, claims, damages, liabilities, fees, costs and expenses (including fees and disbursements of legal counsel, accounting advisors, receivers and other advisors, together with any interest that may accrue) in connection with:

- (i) enforcement of rights and remedies of CMHC in respect of any Credit Party under the Loan Documents, the PPSA or at law; and
- (ii) the failure of any Credit Party to comply with all Environmental Laws and any losses suffered by such Indemnified Person for, in connection with, or as a direct or indirect result of, the presence of any Hazardous Material situated in, on or under or migrating from or to the Properties, or as a direct or indirect result of, any legal or administrative proceedings with respect to the presence of any Hazardous Material in, on or under, migrating from or to the Properties (for the avoidance of doubt, including, without limitation the buildings on the Properties), or the discharge, emission, leak, spill, radiation or disposal by any Credit Party of any Hazardous Material into or upon the Properties (for the avoidance of doubt, including, without limitation, the buildings on the Properties), the atmosphere, or any watercourse or body of water; including the costs (including legal and professional fees on a full indemnity basis) of defending and/or counterclaiming or claiming against third parties in respect of any action or matter and any cost, liability or damage arising out of a settlement entered into by any Indemnified Person of any such action or matter,

whether individual, joint and several, or otherwise, to which any such Indemnified Person may become subject arising out of or in connection with this Agreement, any other Loan Document or any actual or threatened claims, actions, suits, inquiries, litigation, investigation or proceeding (any such claims, actions, suits, inquiries, litigation, investigation or proceeding, a “**Proceeding**”) relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto, provided that none of CMHC or any Credit Party, any other Indemnified Person, any of such Person’s respective affiliates, or the respective directors, officers, employees, advisors, and agents of any of the foregoing, shall be liable for any indirect, special, punitive or consequential damages in connection with this Agreement or any other Loan Document; and provided further that, that the foregoing shall not apply to indemnity obligations with respect to damages of such type suffered by a third party and for which an Indemnified Person may be or become liable. This indemnity is independent of and in addition to any right CMHC may have to seek recovery of costs in any litigation that may result in respect of this Agreement or any other Loan Document, and shall form part of the obligations secured. The indemnity obligations contained in this Section 17 shall survive and remain in full force and effect in accordance with their terms, notwithstanding the termination of this Agreement or the repayment, satisfaction or discharge of all obligations under any Loan Document.

- (b) Each of the Credit Parties also agrees, jointly and severally, to pay (or, at the discretion of such Indemnified Person, reimburse) each such Indemnified Person promptly upon demand for any reasonable fees of legal counsel, court costs, fees of expert witnesses, and other reasonable fees, costs or expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of any provision of this Agreement, provided that the indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they are found in a court of competent jurisdiction to have resulted from the gross negligence or wilful misconduct of such Indemnified Person.
- (c) Each of the Credit Parties will not, without the prior written consent of each applicable Indemnified Person, effect any settlement of any pending or threatened Proceedings in

respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings, (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person, and (iii) includes customary confidentiality and non-disparagement agreements.

- (d) Any costs incurred by CMHC under this Agreement shall, from the date of such costs being incurred by CMHC through to the date such costs are repaid by the Credit Parties, be deemed advanced to the Credit Parties and shall form part of the obligations secured by this Agreement.

## 18 FUNDING AND RIGHT TO TERMINATE

- (a) Notwithstanding any provision to the contrary, CMHC may terminate the Available Commitment by written notice to the Borrower if CMHC, in its sole and absolute discretion, considers that (i) fraud, misconduct or misrepresentation by any Credit Party or a representative of any Credit Party has occurred; or (ii) any Credit Party has made a false Integrity Declaration or any Credit Party has failed to advise CMHC of any change in circumstances, subsequent to the submission by such Credit Party to CMHC of its Integrity Declaration, which would thereafter prevent any Credit Party from confirming the truth and accuracy of the contents therein.
- (b) CMHC may terminate the Available Commitment by written notice (such notice, the “**Notice of Termination**”) to the Borrower for any reason 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 Repair Program Costs expended by the Borrower or invoiced to the Borrower for Completed Work up to the date of the Notice of Termination.

## 19 COMMON TERMS

The following provisions apply to this Agreement and the other Loan Documents and are referred to in the Loan Documents as the “**Common Terms**”:

- (a) **Interpretation.** Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa (and definitions of terms herein apply equally to the singular and plural forms of the terms so defined). The division of this Agreement into Sections, Exhibits and Schedules and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. The Schedules are considered to be part of this Agreement.
- (b) **Currency.** Unless otherwise provided, all dollar amounts are in Canadian currency.
- (c) **Accounting Terms.** Accounting terms used in connection with this Agreement are to be interpreted in accordance with accounting principles generally accepted in Canada, including those set out in the CPA Canada Handbook at the relevant time in effect from time to time in Canada applied in a consistent manner.
- (d) **Limitations.** Neither the preparation and execution of the Loan Documents nor the perfection of the security interests created under the Security Documents or the advance of any monies by CMHC shall bind CMHC to make any advance or loan or further advance or loan, or extend any time for payment of any indebtedness or liability of any Credit Party

to CMHC. The eligibility of the Borrower for the Loans does not constitute an assurance that it will be approved for CMHC loan insurance, or other forms of CMHC or federal assistance.

- (e) **Successors and Assignment.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. CMHC may assign all or part of its rights and obligations under this Agreement to any Person. The rights and obligations of the Credit Parties under this Agreement may not be assigned without the prior written consent of CMHC.
- (f) **Set-Off.** CMHC is authorized, but not obligated, at any time, to apply any amount, whether or not then due, which CMHC otherwise owes any Credit Party, towards satisfaction of the obligations of such Credit Party due to CMHC under this Agreement or any other Loan Document. In any claims by CMHC against any of the Credit Parties, such Credit Party may not assert any set-off or counterclaim that it may have against CMHC.
- (g) **Notices.** Any notice, direction, demand or other communication given under this Agreement shall, except as otherwise permitted, be in writing and given by delivering it (personally or by courier) or sending it by electronic means addressed to the relevant party at the address set out on the signature pages of this Agreement. Any such communication is deemed to have been validly and effectively given if delivered or transmitted by electronic means on the day of such delivery or transmission if such day is a Business Day and delivery or transmission was made prior to 4:00 pm (Ottawa time) and otherwise on the next Business Day. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the party at its changed address.
- (h) **Statutory Notice.** Notwithstanding the Notice provision of these Common Terms, if any statute in force in Ontario relating to the enforcement of the Security Documents requires notice to be given in a manner different from that set forth herein, notice given in the manner prescribed by such statute shall be effectively made under the relevant Security Document.
- (i) **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing signed by the Credit Parties and CMHC. No failure or delay, on the part of CMHC, in exercising any right or power hereunder or under any Loan Document shall operate as a waiver thereof.
- (j) **Rights Cumulative.** CMHC's rights and remedies set out in the Loan Documents and in any other agreement held by CMHC from any Credit Party are cumulative and no right or remedy contained in the Loan Documents is intended to be exclusive but each will be in addition to every other right or remedy now or hereafter existing at law, in equity or by statute, or pursuant to any other agreement between any Credit Party and CMHC that may be in effect from time to time.
- (k) **Severability.** If any term, covenant, obligation or provision in this Agreement is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate or render unenforceable the provision concerned in any other jurisdiction nor invalidate, affect or impair any of the remaining terms, covenants, obligations or provisions of this Agreement.
- (l) **Further Assurances.** Each of the Credit Parties covenants and agrees with CMHC that it will, forthwith at any time and from time to time at the request of CMHC and at its own cost, execute and deliver to CMHC all such financing statements, schedules, assignments, instruments, deeds and documents and do all such further acts and things which CMHC may require for the purpose of carrying into effect the purposes of this Agreement or to better evidence and perfect the security interest, assignment and mortgage and charge

granted, including in connection with any changes to Applicable Laws (whether arising as a result of statutory amendments, court decisions or otherwise) which requires the execution and delivery of different forms of documentation. After the occurrence of an Event of Default and for so long as such Event of Default is continuing, each of the Credit Parties irrevocably constitutes and appoints CMHC, or any receiver appointed by the court or CMHC, its true and lawful attorney (such power of attorney, being coupled with an interest, shall not be revoked by the dissolution, surrender of charter, winding-up, bankruptcy or insolvency of that party), with full power of substitution, to do any of the foregoing in its name whenever and wherever CMHC or any such receiver may consider it to be necessary or expedient. For the avoidance of doubt, the Credit Parties will bear the reasonable or invoiced out-of-pocket fees, costs and expenses incurred by CMHC in connection with this Section 19(l) on a joint and several basis.

- (m) **No Partnership.** Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between any Credit Party and CMHC; it being understood and agreed that none of the provisions herein contained or any acts of CMHC or any Credit Party, shall be deemed to create any relationship between CMHC and such Credit Party other than the relationship of lender and borrower or guarantor, as applicable. Each of the Credit Parties shall rely on its own independent experts in connection with the Repair Program.
- (n) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the 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.
- (o) **Conflict.** To the extent of any conflict, ambiguity or inconsistency between the provisions of this Agreement and the provisions of the other Loan Documents, the provisions of this Agreement shall prevail to the extent of such conflict, ambiguity or inconsistency.
- (p) **Communications and Privacy.**
  - (i) Each Credit Party agrees that, if it intends to make reference to CMHC and/or the Government of Canada or the Loans, it must obtain the written consent of CMHC in advance of any communications, including communication with the public, public information products, news releases signage advertising or other activities.
  - (ii) CMHC and each Credit Party agree that where there is a request or proposal to make public any information one party has provided to the other pursuant to this Agreement the party receiving the request or proposing to make the information public will give the other party at least one month's notice to the extent possible under access to information legislation. Information the disclosure of which is prevented by federal or provincial privacy legislation will not be made public.
- (q) **No Merger.** This Agreement shall not operate by way of merger of any of the obligations hereunder.
- (r) **Entire Agreement.** This Agreement, the Loan Documents and any other written agreement delivered pursuant to or referred to in this Agreement constitute the whole and entire agreement between the parties in respect of the Loans and supersedes all prior understandings, whether written or oral, between CMHC and the Credit Parties with respect thereto. There are no verbal agreements, undertakings or representations in connection with the Loans.

- (s) **Time.** Time is of the essence in all provisions of this Agreement.
- (t) **Conflict of Interest.** Each of the Credit Parties 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 or could arise. 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 by written notice to the Borrower.
- (u) **Official Languages.** In areas of significant demand, and in accordance with Ontario's *French Language Services Act*, each Credit Party agrees to provide all information and services pertaining to the Repair Program in both French and English. Each Credit Party will use the criteria for information and services in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act* as a guideline to determine "significant demand". Representatives of local French language groups will be or will have been consulted.
- (v) **No benefit.** No member of the House of Commons or of the Senate of Canada or of the Legislature of Ontario shall be admitted to any share or part of this Agreement, or to any benefit arising therefrom.
- (w) **Accountability Framework.** CMHC and each Credit Party agree that governments must be mutually accountable to the public for the use of public funds and for the achievement of housing outcomes and report these outcomes in an open, transparent, effective and timely manner.
- (x) **Early Warning.** The Guarantor will advise CMHC in writing if the aggregate amount of the Guarantor's debt servicing cost has exceeded the amount that is \$50,000,000 (fifty million dollars) less than its annual debt and financial obligation limit as determined pursuant to O. Reg 403/02 to the Municipal Act, 2001 based on the most recent notification from the Ministry of Municipal Affairs and Housing.
- (y) **Confidentiality and Announcements.** CMHC and each Credit Party agree to comply with the terms set out in Schedule J.
- (z) **Counterparts and Electronic Delivery.** This Agreement may be executed in any number of separate counterparts and all such signed counterparts will together constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its signature on the execution page hereof to the other parties by means of recorded electronic transmission (including in PDF form) and such transmission shall constitute valid delivery of an executed copy of this Agreement to the receiving party.
- (aa) **Return by Borrower of Mistaken Payments.** If either of the Credit Parties receives at any time from CMHC any payment in connection with this Agreement which was made as a result of a mistake or error on the part of CMHC or in respect of payments which were not due to either of the Credit Parties under this Agreement at such time (each, a "**Mistaken Payment**"), the relevant Credit Party/ies shall pay in full the amount of any such Mistaken Payment to CMHC on demand, together with interest thereon for each day from and including the date such Mistaken Payment was received by the relevant Credit Party/ies, at a fluctuating rate *per annum* equal to the interbank rate for overnight funds which is applicable to such Mistaken Payment in accordance with market practice. A certificate of CMHC submitted to either of the Credit Parties with respect to any Mistaken Payment owing under this Section shall be *prima facie* evidence thereof, absent manifest error. The parties hereto agree that a Mistaken Payment shall not pay, prepay, repay, discharge or otherwise satisfy any obligations owed by either of the Credit Parties, except, in each case,

to the extent such Mistaken Payment is, and solely with respect to the amount of such Mistaken Payment that is, comprised of funds received by CMHC from any Credit Party for the purpose of making such Mistaken Payment. To the extent permitted by applicable law, neither of the Credit Parties shall assert any right or claim to a Mistaken Payment, and each of the Credit Parties hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by CMHC for the return of any Mistaken Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

*(Signature pages follow)*

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**CANADA MORTGAGE AND HOUSING CORPORATION**

By:

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

Title:

By:

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

Title:

Address:

700 Montreal Road

Ottawa, ON K1A 0P7

Email: nhs-contracting@CMHC.ca

*We have authority to bind CMHC.*

**LONDON & MIDDLESEX COMMUNITY HOUSING  
INC.**

By:

\_\_\_\_\_  
Authorized Signing Officer

Name:

Address:

Email:

\_\_\_\_\_  
Authorized Signing Officer

Name:

Address:

Email:

*I/We have the authority to bind the Borrower.*

The undersigned acknowledges and confirms its agreement with the foregoing terms and conditions, as guarantor, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CORPORATION OF THE CITY OF LONDON**

**By:**

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

Title:

Address:

Email:

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

Title:

Address:

Email:

*I have authority to bind the Guarantor.*

## SCHEDULE A DEFINITIONS

For the purpose of this Agreement, the following terms and phrases shall have the following meanings:

**“Accessibility Criteria”** means the accessibility requirements as set forth in CMHC’s minimum accessibility requirements published from time to time.

**“Action Plan”** means a plan for the Repair Program which (i) includes detailed information as to how the Borrower will meet the Portfolio Affordability Requirements, Portfolio Accessibility Requirements and Portfolio Energy Efficiency Requirements pursuant to the terms of this Agreement and such other information as CMHC deems necessary and (ii) attaches the Plans and Specifications, the Repair Program Budget and the Repair Schedule (as such plan may from time to time be amended, restated, supplemented, otherwise modified or replaced with the prior written consent of CMHC, acting in its sole and absolute discretion), and the Action Plan as at the date hereof is attached hereto as Schedule F.

**“Annual Progress Report”** has the meaning set out in Section 13(a)(ii)(B).

**“Applicable Collateral Coverage Ratio”** means, as of any date of determination, the Collateral Coverage Ratio specified in the Collateral Coverage Notice most recently delivered to the Credit Parties by CMHC.

**“Applicable Laws”** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees of any governmental, regulatory, fiscal or monetary body or court of competent jurisdiction in any applicable jurisdiction (and, for avoidance of doubt, Applicable Laws includes Environmental Laws).

**“Available Commitment”** has the meaning set out in Section 2(a).

**“Borrower”** has the meaning set out in the preamble.

**“Borrower Contribution”** means, at any time and from time to time, the aggregate of (a) the Net Asset Value of the Repair Properties; (b) any monetary contribution to the Repair Program by the Borrower; and (c) any non-monetary contribution to the Repair Program by the Borrower, as CMHC shall in its sole and absolute discretion consent to being included in the calculation of **“Borrower Contribution”**.

**“Business Day”** means a day on which CMHC is open for business in Ottawa, Ontario excluding Saturday, Sunday and any other day which shall be a holiday or a day on which banking institutions are closed in the Province of Ontario.

**“CCQ”** means the Civil Code of Quebec, and, where applicable, the regulations promulgated thereunder.

**“Closing Date”** has the meaning ascribed thereto in Section 8(a).

**“Co-Investment Agreements”** means the agreements, commitments or other arrangements between the Borrower, on the one hand, and the Guarantor or any other Person, on the other hand, where such Person has agreed to invest, contribute (whether monetarily or otherwise) or provide funding with respect to the Repair Program, and **“Co-Investment Agreement”** means any of them.

**“Collateral”** means all property (whether real or personal and whether now owned or hereafter acquired) in respect of which any Encumbrance has been granted (or purported to have been granted) pursuant to any Security Document.

**“Collateral Coverage Notice”** has the meaning set out in Section 14(a)(xviii).

**“Collateral Coverage Ratio”** means, as of any date of determination, the ratio of (i) the most recent Net Asset Value of the Mortgaged Properties to (ii) the Available Commitment as of such date of determination.

**“Common Terms”** has the meaning ascribed thereto in Section 19.

**“Completed Work”** shall mean work completed and in place in connection with the Repair Program.

**“Completion Report”** means, in respect of any Drawdown Notice delivered hereunder, a report satisfactory to CMHC in its sole and absolute discretion showing the actual Repair Program Costs expended by the Borrower or invoiced to the Borrower for Completed Work that will be funded with the proceeds of the corresponding Drawdown, including a summary and line-by-line itemization, and attached to such Drawdown Notice as Appendix A thereto.

**“Construction Lien Act”** means *Construction Act*, R.S.O. 1990, c. C.30, and any amendments or successor legislation thereto.

**“Consultant Contracts”** means the contracts entered into by or on behalf of the Borrower with Consultants in respect of the Repair Program.

**“Consultants”** means, as applicable, the architect and any geotechnical, environmental and other engineers for the Repair Program.

**“Costs to Complete”** means, as at the date of calculation, that amount established by CMHC, which is the aggregate of (without duplication):

- (a) the amount of all Repair Program Costs not then actually incurred for Completed Work (by payment by the Borrower or invoiced to the Borrower); and
- (b) the amount of all Repair Program Costs then actually incurred for Completed Work (as evidenced by an invoice to the Borrower), to the extent not paid in full;

as of such date.

**“Credit Parties”** means the Borrower and the Guarantor, and **“Credit Party”** means any one of them.

**“DBRS Morningstar”** means DBRS Limited and its successors.

**“Debt”** means, with respect to any Person, all obligations that, in accordance with GAAP, would then be classified as a liability of such Person, provided, however, that there will not be included for the purpose of this definition any obligation that is on account of (A) reserves for deferred income taxes or general contingencies, (B) minority interests in subsidiaries, (C) trade accounts payable and accrued liabilities (including contract loans and income taxes payable) incurred in the ordinary course of business, or (D) deposits made by tenants pursuant to the terms of their related Leases.

**“Debt Service Coverage Ratio”** means, as of the date of determination, the ratio of the Borrower’s annual net operating income (determined in accordance with GAAP) from the Repair Properties to the cash required annually by the Borrower to cover the repayment of all interest and principal on outstanding indebtedness relating to the Repair Properties, for the Borrower’s most recently ended four full fiscal quarters for which internal annual or quarterly financial statements are available.

**“Designated Properties”** means (a) such real properties (if any) of the Credit Parties as shall have been agreed to in writing by CMHC in its sole and absolute discretion in consultation with the Credit Parties following the delivery of a Collateral Coverage Notice and (b) all structures and improvements on such real properties from time to time, and **“Designated Property”** means any one of them.

**“Disposition”** means, with respect to a Person, any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any property or of any right, title or interest in or to any property, and the verb **“Dispose”** has a corresponding meaning.

**“Drawdown”** has the meaning set out in Section 3(a).

**“Drawdown Date”** has the meaning set out in Section 3(e).

**“Drawdown Notice”** has the meaning set out in Section 3(c).

**“Drawdown Schedule”** means the schedule of when advances will be requested in connection with this Agreement and, as required by CMHC, any Co-Investment Agreement and the annual Loan commitment amounts described therein, which shall be appended hereto as Schedule E (as such schedule may from time to time be amended, restated, supplemented, otherwise modified or replaced with the prior written consent of CMHC, acting in its sole and absolute discretion).

**“Encumbrance”** or **“Encumbrances”** means, with respect to any Person, any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, title retention agreement or arrangement, hypothecation or security interest granted or permitted by such Person or arising by operation of law, in respect of any of such Person’s property, or any consignment by way of security or capital lease of property by such Person as consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation (and including, for the avoidance of doubt and without limitation, any financing statement under the PPSA, any registration or recording on title to any real property and any other statement, registration, recording, notice or other filing under any statute governing notice of security interests in real or personal property).

**“Energy Efficiency Report”** means the report entitled “Equest Modelling Results”, together with the reliance letter dated September 28, 2020 and addressed to CMHC, which report is prepared by Efficiency Engineering (a Kontrol Energy Company) using designated energy simulation software satisfactory to CMHC and details the analysis of the energy consumption and greenhouse gas (**“GHG”**) emission performance of the Repair Properties prior to execution of the Repair Program and the analysis of energy consumption and GHG emission performance of the Repair Properties following the completion of the execution of the Repair Program.

**“Environmental Laws”** means all requirements of the common law or of statutes, regulations, by-laws, ordinances, treaties, judgments and decrees, and (to the extent that they have the force of law) rules, policies, guidelines, orders, approvals, notices, permits, directives, and the like, of any Governmental Authority in the relevant jurisdiction relating to environmental or occupational health and safety matters (as they relate to exposure to a hazardous substance) and the assets and undertaking of such Person and the intended uses thereof in connection with such matters, including all such requirements relating to: (a) the protection, preservation or remediation of the natural environment (the air, land, surface water or groundwater); (b) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation; (c) consumer, occupational or public safety and health (as they relate to exposure to a hazardous substance); and (d) hazardous substances or conditions (matters that are prohibited, controlled or otherwise regulated, such as contaminants, pollutants, toxic substances, dangerous goods, wastes, hazardous wastes, liquid industrial wastes, hazardous substance, petroleum and other materials such as urea formaldehyde and polyurethane foam insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) or PCB-contaminated fluids or equipment, lead-based paint, explosives, radioactive substances, petroleum and associated products, above ground and underground storage tanks or surface impoundments).

**“Event of Default”** has the meaning set out in Section 15.

**“Existing Repayable Loan”** has the meaning set out in Section 6(g).

**“Extended Maturity Date”** has the meaning set out in Section 6(g).

**“Extended Repayable Loans”** has the meaning set out in Section 6(g).

**“Extension”** has the meaning set out in Section 6(g).

**“Extension Offer”** has the meaning set out in Section 6(g).

**“Force Majeure”** means any of the following events which prevents or materially impairs the operation of the Repair Program and is not caused by and is beyond the reasonable control of the Borrower: acts of God, floods, earthquakes, tidal waves, hurricanes, windstorms, severe weather conditions, lightning, fire, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of utilities, strikes, walkouts or other labour disruptions, delays in transportation, accidents, shortages of and inability to procure labour, materials and supplies (after all reasonable efforts have been made by the Borrower to obtain replacement for such labour, materials and supplies); orders, legislation, regulations and directives of any Governmental Authorities; or epidemics, pandemics, or other national or regional emergencies (including, without limitation, any localized or widespread occurrence of an infectious virus, disease, pathogen or other harmful agent). For greater certainty, lack of funds, the state of the apartment rental market in the relevant jurisdiction or any wilful or negligent act or omission on the part of the Borrower (or any of them) does not constitute Force Majeure.

**“Forgivable Loan”** means the aggregate of all advances actually made under the Forgivable Loan Facility.

**“Forgivable Loan Commitment Amounts”** has the meaning set out in Section 2(a)(ii).

**“Forgivable Loan Facility”** has the meaning set out in Section 2(a)(ii).

**“GAAP”** means those accounting principles that are from time to time approved by the Chartered Professional Accountants of Canada, or any successor institute, including Canadian Public Sector Accounting Standards.

**“Governmental Authority”** means the government of Canada or any other nation, or of any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supranational bodies and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

**“Guarantor”** has the meaning set out in the preamble.

**“Hard Costs”** means any amounts expended or to be expended for work, services or materials done, performed, placed or furnished in connection with the Repair Program, all as more particularly set out in the Repair Program Budget (and, for the avoidance of doubt, Hard Costs shall not include amounts payable pursuant to the terms of the Consultant Contracts).

**“Hazardous Materials”** means any contaminant, pollutant, waste or substance that is likely to cause immediately or at some future time harm or degradation to the surrounding environment or risk to human health; and without restricting the generality of the foregoing, including any pollutants, contaminants, waste, hazardous waste or dangerous goods that are regulated by any Environmental Laws or that are designated, classified, listed or defined as hazardous, toxic, radioactive or dangerous or as a contaminant, pollutant or waste by any Environmental Laws.

**“Holdback”** means any amount required to be retained by or on behalf of any Credit Party in respect of the value of work, services and materials actually done, performed, placed or furnished on or in the Properties, in accordance with the Construction Lien Act.

**“Housing Unit”** means:

- (a) a dwelling unit, including a bed, in respect of a Property in the Portfolio that is shelter accommodation; or
- (b) a self-contained residential dwelling unit intended for human habitation as housing accommodation, in respect of a Property in the Portfolio that is affordable rental housing, shelter housing, transitional housing, supportive housing, community housing, mixed use market and affordable rental housing or urban indigenous community housing.

**“Indemnified Person”** has the meaning set out in Section 17(a).

**“Insurance Consultant”** means an insurance consultant who is a Qualified Professional satisfactory to CMHC in its sole and absolute discretion.

**“Insurance Requirements”** means the insurance requirements of CMHC from time to time as applied by CMHC to the Repair Program and the Properties, which shall be at least the minimum insurance requirements as set forth in Schedule H (as such schedule may be amended, supplemented or replaced from time to time by CMHC in its sole and absolute discretion) with insurers licensed to carry on business in the jurisdiction of the Properties, with an A.M. Best Company, Inc. financial rating of not less than A– (unless CMHC in its sole and absolute discretion consents to another standard).

**“Interest Rate”** means the fixed rate of interest confirmed by CMHC pursuant to Section 4.

**“Integrity Declaration”** means the declaration made by each Credit Party and submitted to CMHC in connection with its application for the Loan Facilities, including any schedules attached thereto, with any amendments thereto as acknowledged by CMHC, as such declaration may from time to time be amended, restated, supplemented, otherwise modified or replaced with the prior written consent of CMHC, acting in its sole and absolute discretion.

**“Lease”** means any lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of any Property.

**“Loans”** means, collectively, the Repayable Loans and the Forgivable Loan.

**“Loan Documents”** means (a) this Agreement, (b) the Security Documents, (c) any guarantee and/or indemnity granted by the Guarantor, and (d) all present and future agreements, documents, certificates and instruments delivered by the Credit Parties to CMHC pursuant to or in respect of this Agreement or the Security Documents, in each case as the same may at any time and from time to time be amended, restated, supplemented, otherwise modified or replaced, and **“Loan Document”** means any one of the Loan Documents.

**“Loan Facilities”** has the meaning set out in Section 2(a)(ii).

**“Material Adverse Change”** means any event or occurrence which, when considered individually or together with other events or occurrences, has a material adverse effect on (a) the business, assets, liabilities, operations, results of operations, condition (financial or other) or prospects of any of the Credit Parties; (b) the operation of the Repair Program in accordance with the terms hereof, including the satisfaction of the Portfolio Accessibility Requirements, the Portfolio Affordability Requirements and the Portfolio Energy Efficiency Requirements; (c) the ability of any of the Credit Parties to perform its obligations in all material respects; (d) the Net Asset Value of the Repair Properties or the Net Asset Value of the Designated Properties; (e) the value of any of the Collateral; (f) the enforceability of the Loan Documents; or (g) any Encumbrance securing any obligation of any Credit Party to CMHC. For the avoidance of doubt,

Material Adverse Change does not include a change in general economic conditions unless same in turn causes any of the foregoing events.

**“Material Licences”** means all licences, permits or approvals issued by any Governmental Authority to a Credit Party and which are at any time on or after the date of this Agreement necessary or material to the Repair Program or the breach or default of which would result in a Material Adverse Change.

**“Material Repair Program Documents”** means:

- (a) the Repair Program Budget;
- (b) the Plans and Specifications;
- (c) the Repair Schedule; and
- (d) all development agreements and other material contracts with respect to the Repair Program designated as Material Repair Program Documents by CMHC from time to time, provided that CMHC has notified the Borrower of such designation,

and **“Material Repair Program Document”** means any one of them.

**“Maximum CMHC Funding Proportion”** means **[58.52]**%<sup>1</sup> of the aggregate of all funding by CMHC, the Guarantor and other funding sources (pursuant to any Co-Investment Agreements or otherwise) of Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower in respect of only Completed Work under the Repair Program, tested as of December 31, 2027, as evidenced by the delivery of the annual financial reports and financial statements provided to CMHC pursuant to Section 13(a)(ii) and (c) in respect of the 2027 fiscal year.

**“Median Market Rental Rate”** means the median rental rate for the City of London rental market and relevant Housing Unit type within the Portfolio, as described in CMHC’s rental market survey or any successor publication published from time to time.

**“Minimum Borrower Contribution”** means an amount of Borrower Contribution that ensures that (x) the sum of (A) the Borrower Contribution; (B) the undrawn portion of the Loan Facilities; and (C) any other undrawn capital sources that CMHC may, in its sole and absolute discretion, approve, at all times exceeds (y) the Costs to Complete.

**“Minimum Unit Count”** has the meaning set out in Section 8(a)(xvii).

**“Mistaken Payment”** has the meaning ascribed thereto in Section 19(z).

**“Moody’s”** means Moody’s Investors Service, Inc. and its successors.

**“Mortgaged Properties”** means the Designated Properties in respect of which all of the Post-Closing Mortgaged Property Requirements have been satisfied, and **“Mortgaged Property”** means any one of the Mortgaged Properties.

**“Net Asset Value”** means, with respect to any Property, the net valuation of such Property as assessed by the Municipal Property Assessment Corporation.

**“Notice of Termination”** has the meaning set out in Section 18(b).

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<sup>1</sup> Note to Draft: May need to be adjusted once the funding schedule is settled.

**“Offset Properties”** means any and all Designated Properties that are not Repair Properties, and **“Offset Property”** means any one of the Offset Properties.

**“Operating Agreement”** means an agreement entered into between the Credit Parties and CMHC with respect to, *inter alia*, the obligation of the Credit Parties to adhere to certain covenants relating to the Repair Program Execution and operation of the Repair Properties, as set out in more detail therein, during and after the expiration of the Term.

**“Permits”** means all permits, consents, orders, waivers, applications, authorizations, licences, certificates, approvals, registrations, franchises, rights, privileges and exemptions or the like issued or granted to any Credit Party by any Governmental Authority or by any third party to any Credit Party or with respect to any Property (including any Permits relating to Environmental Laws).

**“Permitted Debt Level”** means Debt which does not exceed 85% of the Net Asset Value of the Repair Properties at any given time.

**“Permitted Encumbrance”** means (i) in the case of any Repair Property that is not a Post-Closing Designated Property, the Encumbrances described in Schedule C and any other Encumbrance, provided that each Encumbrance would not individually or in the aggregate with other Encumbrances constitute, or could reasonably become, a Material Adverse Change and (ii) in the case of any Collateral, the Encumbrances described in Schedule C.

**“Person”** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity.

**“Plans and Specifications”** means the plans and specifications (including all structural, architectural, mechanical, electrical, landscape and interior design specifications) pertaining to the development and execution of the Repair Program prepared by or at the direction of the Borrower and approved by CMHC prior to the date hereof (as such plans and specifications may from time to time be amended, restated, supplemented, otherwise modified or replaced with the prior written consent of CMHC, acting in its sole and absolute discretion).

**“Portfolio”** means all of the Repair Properties and Subject Units considered together as a whole.

**“Portfolio Accessibility Requirements”** has the meaning set out in Section 14(b)(ii).

**“Portfolio Affordability Requirements”** has the meaning set out in Section 14(b)(i).

**“Portfolio Energy Efficiency Requirements”** has the meaning set out in Section 14(b)(iii).

**“Post-Closing Designated Properties”** means (a) such real properties (if any) of the Credit Parties as shall have been agreed to in writing by CMHC in its sole and absolute discretion in consultation with the Credit Parties following the delivery of a Collateral Coverage Notice and (b) all structures and improvements on such real properties from time to time, and **“Post-Closing Designated Property”** means any one of the Post-Closing Designated Properties.

**“Post-Closing Mortgaged Property Requirements”** means, with respect to any Post-Closing Designated Property:

- (a) all the requirement of Section 10(a)(iv) shall have been satisfied with respect to such Post-Closing Designated Property;
- (b) CMHC shall be satisfied with PPSA, insolvency and judgment searches against each Credit Party that owns such Post-Closing Designated Property in those jurisdictions as

CMHC shall make confirming that such Post-Closing Designated Property and all other Collateral relating thereto are not subject to any Encumbrances other than Permitted Encumbrances;

- (c) CMHC shall be satisfied with sub-searches confirming that no Encumbrances have been registered on title to such Post-Closing Designated Property other than Permitted Encumbrances;
- (d) CMHC shall be satisfied with the results of its diligence, including title, zoning, permitting and legal diligence in respect of such Post-Closing Designated Property and all other Collateral relating thereto;
- (e) CMHC shall have received evidence of the completion of, or of arrangements reasonably satisfactory to CMHC for the completion of, all other actions, recordings and filings of any documentation with respect to such Post-Closing Designated Property and all other Collateral relating thereto that CMHC may deem necessary in order to protect, perfect and maintain the security interests created by the Security Documents;
- (f) CMHC shall have received a legal opinion from counsel to the of the applicable Credit Party, addressed to CMHC, as to such matters as CMHC may require in connection with the granting of security in favour of CMHC in respect of such Post-Closing Designated Property and all other Collateral relating thereto and the entry by such Credit Party into the Loan Documents executed and delivered by it in connection therewith;
- (g) CMHC shall have received evidence that a lender's policy of title insurance in favour of CMHC satisfactory to it has been put in place with respect to such Post-Closing Designated Property;
- (h) CMHC shall have received either (i) evidence satisfactory to CMHC from an independent qualified environmental consultant satisfactory to CMHC that such Post-Closing Designated Property is not impacted by Hazardous Materials, provided that any reports prepared by such consultant shall be supported by reliance letters addressed to CMHC; or (ii) evidence that such Post-Closing Designated Property has been remediated/cleaned up of any Hazardous Materials and the results have been confirmed by an independent qualified environmental consultant satisfactory to CMHC or a record of site condition has been accepted by the applicable environmental and any relevant Governmental Authority, provided that any reports prepared by such consultant shall be supported by reliance letters addressed to CMHC, as determined (in CMHC's discretion) to be required in respect of the relevant Post-Closing Designated Property; and
- (i) CMHC shall have received evidence that the Credit Parties have in place appropriate insurance for its business and assets as required by CMHC from time to time, including with respect to such Post-Closing Designated Property and all other Collateral relating thereto, that meets at least the Insurance Requirements pursuant to the terms hereof, including (A) copies of all initial certificates of insurance; and (B) an opinion of an Insurance Consultant relating to such insurance, which has been prepared in accordance with the Insurance Requirements and is in form and substance satisfactory to CMHC in its sole and absolute discretion.

**"PPSA"** means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, however, that if the attachment, perfection or priority of any Encumbrance in favour of CMHC on any Collateral is governed by the personal property security laws of any jurisdiction in Canada other than the laws of the Province of Ontario, **"PPSA"** means those personal property security laws (including the CCQ) in such other jurisdiction in Canada for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions.

**“Principal Amortization Date”** means, in respect of any Loan, the first day of the month following the date of the final Drawdown under the Loan Facility under which such Loan was made.

**“Properties”** means collectively, the Repair Properties and the Offset Properties, and **“Property”** means any one of them.

**“Qualified Professional”** means a professional, satisfactory to CMHC, who is qualified in the relevant field in accordance with generally accepted industry practices, and may include an individual employed by a party hereto.

**“Ratings Agencies”** means, collectively, DBRS Morningstar, Moody’s and S&P, and **“Ratings Agency”** means any one of them.

**“Ratings Trigger Event”** means, as of any date of determination, (a) any public announcement that the municipal credit rating of the Guarantor as determined by any Ratings Agency that provides a municipal credit rating for the Guarantor, whether as of the date hereof or in the future, has been down-graded by the relevant Ratings Agency below the Threshold Rating; or (b) any Ratings Agency that provides a municipal credit rating for the Guarantor, whether as of the date hereof or in the future, ceases to provide a municipal credit rating for the Guarantor.

**“Repair Contracts”** means all contracts, sub contracts and agreements entered into by or on behalf of the Borrower relating to the Repair Program Execution, including contracts, sub contracts and agreements relating to the supply of material or services to or for the Repair Program, and **“Repair Contract”** shall mean any of them.

**“Repair Program”** means capital expenditures and maintenance work in respect of the Housing Units on the Repair Properties and facilities ancillary thereto located on the Repair Properties, to preserve the useful life of the Portfolio and achieve, among other things, the Portfolio Affordability Requirements, the Portfolio Accessibility Requirements and the Portfolio Energy Efficiency Requirements in respect of the Portfolio.

**“Repair Program Budget”** means the budget of all Repair Program Costs (the aggregate amount of which shall not exceed \$68,583,856), which budget shall include a line-by-line itemization of Repair Program Costs (including contingency amounts) and specify the Net Asset Value of the Repair Properties, as prepared by the Borrower and approved by CMHC prior to the date hereof (as such budget may from time to time be amended, restated, supplemented, otherwise modified or replaced with the prior written consent of CMHC, acting in its sole and absolute discretion). The Repair Program Budget as at the date hereof is attached hereto as Schedule I.

**“Repair Program Completion Outside Date”** means December 31, 2027.

**“Repair Program Costs”** means the aggregate of all Hard Costs and all Soft Costs expended or to be expended to complete the Repair Program in accordance with the Plans and Specifications and Repair Schedule.

**“Repair Program Execution”** means the design and execution of the Repair Program in accordance with the Action Plan.

**“Repair Program Funding Account”** has the meaning ascribed thereto in Section 3(f).

**“Repair Program Loan Payment Account”** has the meaning ascribed thereto in Section 7(a).

**“Repair Properties”** means the real properties set forth on the Repair Properties List and all structures and improvements on such real properties from time to time, and **“Repair Property”** means any one of them.

**“Repair Properties List”** means Schedule D, as such list may be amended in accordance with Section 14(c) from time to time and/or otherwise amended, restated, supplemented, otherwise modified or replaced from time to time with the prior written consent of CMHC, acting in its sole and absolute discretion.

**“Repair Schedule”** means the repair and renewal schedule provided to, and approved by, CMHC prior to the date hereof (as such schedule may from time to time be amended, restated, supplemented, otherwise modified or replaced with the prior written consent of CMHC, acting in its sole and absolute discretion).

**“Repayable Loan”** means the aggregate of all advances actually made under each Repayable Loan Facility, and **“Repayable Loans”** means, collectively, all of the Repayable Loans.

**“Repayable Loan Commitment Amounts”** has the meaning set out in Section 2(a)(i).

**“Repayable Loan Facilities”** has the meaning set out in Section 2(a)(i).

**“S&P”** means S&P Global Ratings and its successors.

**“Security Documents”** means, collectively, the security agreements referred to in this Agreement (including, without limitation, Section 10) and any other security granted to CMHC as security for the Loans or any other obligations of the Credit Parties hereunder or under any of the other Loan Documents, in each case as the same may at any time and from time to time be amended, restated, supplemented, otherwise modified or replaced, and **“Security Document”** means any one of the Security Documents.

**“Social Housing Covenant Period”** means the period commencing on the date of the first Drawdown under the Loan Facilities and ending on the twentieth (20<sup>th</sup>) anniversary of the final Drawdown under the Loan Facilities.

**“Soft Costs”** means all amounts expended or to be expended in respect of the Repair Program other than Hard Costs and the cost of acquiring the Repair Properties (and, for the avoidance of doubt, Soft Costs include, without limitation, fees (excluding reimbursables for Hard Costs) payable to Consultants pursuant to the terms of any Consultant Contracts, taxes, surveys, construction insurance, bonding costs, legal fees, promotion of the Repair Program, financing, leasing, and pre-operating costs).

**“Subject Units”** has the meaning set out in Section 8(a)(xvii).

**“Term”** means, as applicable:

- (a) with respect to each Repayable Loan, ten (10) years commencing on the date of the first Drawdown under the applicable Repayable Loan Facility, subject to any extension pursuant to Section 6(g), provided that (i) if the first Drawdown is made on or before the 15<sup>th</sup> day of a month, the Term will commence on the first day of that month, and (ii) if the first advance is made after the 15<sup>th</sup> day of a month, the Term will commence on the first day of the following month; and
- (b) with respect to the Forgivable Loan, a period commencing on the date of the first Drawdown under the Forgivable Loan Facility, provided that (i) if such first Drawdown is made on or before the 15<sup>th</sup> day of a month, the Term will commence on the first day of that month, and (ii) if such first Drawdown is made after the 15<sup>th</sup> day of a month, the Term will commence on the first day of the following month, and ending on the date that is twenty (20) years after (x) the date of the final Drawdown under the Forgivable Loan Facility, if such date is on the first day of a month, or (y) the first day of the month following the date of the final Drawdown under the Forgivable Loan Facility, if the date of such final Drawdown is not on the first day of a month,

provided, however, that the Term may be extended or further extended, as the case may be, at the sole and absolute discretion of CMHC on such terms as the parties may mutually agree at the time of extension.

**“Threshold Ratings”** means:

- (a) as of any date of determination following the date hereof but prior to the occurrence of any public announcement as described in paragraph (b) following the date hereof:
  - (i) in the case of DBRS Morningstar: Not Applicable;
  - (ii) in the case of Moody’s: AAA; and
  - (iii) in the case of S&P: Not Applicable;
- (b) following any public announcement that either (i) the municipal credit rating of the Guarantor, as determined by any Ratings Agency, has either been down-graded by the relevant Ratings Agency or up-graded by the relevant Ratings Agency from time to time following the date hereof, the most recent then in effect credit ratings as determined by the applicable Rating Agency; or (ii) any Rating Agency that does not provide a municipal credit rating for the Guarantor as of the date hereof provides a municipal credit rating for the Guarantor following the date hereof, the most recent then in effect credit ratings as determined by the applicable Ratings Agency,

and **“Threshold Rating”** means any one of them.

**“Total Repayable Loan Commitment Amount”** has the meaning set out in Section 2(a)(i).

**“Total Forgivable Loan Commitment Amount”** has the meaning set out in Section 2(a)(ii).

**SCHEDULE B  
FORM OF DRAWDOWN NOTICE**

TO: Canada Mortgage and Housing Corporation (“**CMHC**”)  
FROM: London & Middlesex Community Housing Inc.(the “**Borrower**”)  
DATE: [•]

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- 1 This Drawdown Notice is delivered pursuant to the credit agreement made as of [•] between the Borrower and CMHC, as the same has been amended or modified to the date hereof (the “**Credit Agreement**”). All terms used in this Drawdown Notice that are defined in the Agreement have the same meanings herein.
- 2 The Borrower hereby requests the following Repayable Loan Drawdown:
  - (a) Drawdown Date:
  - (b) Amount:
- 3 The Borrower hereby requests the following contemporaneous Forgivable Loan Drawdown:
  - (a) Drawdown Date:
  - (b) Amount:
- 4 Evidence of the actual Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower for only the Completed Work that will be funded by the Repayable Loan Drawdown and Forgivable Loan Drawdown made pursuant to this Drawdown Notice, by way of the Quarterly Completion Report attached hereto for identification purposes as Appendix A. ***[As at December 31, 2027 (as evidenced by the delivery of the annual financial reports and financial statements provided to CMHC pursuant to Section 13(a)(ii) and (c) in respect of the 2027 fiscal year), the aggregate outstanding principal amount of all Loans will not cause the CMHC funding proportion of the aggregate principal amount of all funding by CMHC, the Guarantor and other funding sources (pursuant to any Co-Investment Agreements or otherwise) of Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower in respect of only Completed Work under the Repair Program, to exceed the Maximum CMHC Funding Proportion.]<sup>2</sup>***
- 5 The Debt Service Coverage Ratio as of the date hereof is no less than the minimum Debt Service Coverage Ratio of 1.0x.
- 6 The Minimum Unit Count is satisfied and as of the date hereof either (i) all of the Subject Units are occupied or available for occupancy; or (ii) if all of the Subject Units are not occupied or available for occupancy, this is solely due to the Subject Units being temporarily vacant as a result of repairs or renewal thereof and a tenant placement plan satisfactory to CMHC has been made by us so that any relocated tenant is not materially adversely impacted by the Repair Program Execution.

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<sup>2</sup> Note to Schedule B: To be included only in the final Drawdown Notice in the final fiscal quarter of the final year of the Repair Program.

- 7 The Portfolio Affordability Requirements are satisfied as of the date hereof and will be satisfied on the Drawdown Date.
- 8 The Minimum Borrower Contribution for the Repair Program will have been invested by the Borrower as of the Drawdown Date.
- 9 The Borrower has received all governmental authorizations and third party approvals (or arrangements reasonably satisfactory to CMHC in lieu of such authorizations and approvals) required as of the date hereof and will be satisfied on the Drawdown Date from each relevant third party and applicable Governmental Authority that are contemplated hereby and/or that are necessary in connection with the Repair Program and/ or that may be required by Applicable Laws.
- 10 All of the representations and warranties of the Borrower contained in the Credit Agreement and the representations and warranties of the Credit Parties contained in the other Loan Documents are true and correct on as of the date hereof and will be satisfied on the Drawdown Date as though made on and as of the date hereof and on the Drawdown Date, as the case may be, subject to changes thereto:
- (a) given to CMHC by the Borrower and accepted in writing by CMHC; and
  - (b) expressly contemplated by the terms of the Credit Agreement and disclosed to CMHC in writing.
- 11 All of the conditions precedent to the Repayable Loan Drawdown and Forgivable Loan Drawdown requested hereby that have not been waived in writing by or on behalf of CMHC have been satisfied as of the date hereof and will be satisfied on the Drawdown Date.
- 12 No default or Event of Default or Ratings Trigger Event has occurred and is continuing on the date hereof or will have occurred and be continuing on the Drawdown Date, or will result from the Drawdown requested hereby.

**LONDON & MIDDLESEX COMMUNITY HOUSING  
INC.**

By:

\_\_\_\_\_  
Authorized Signing Officer

Name:

Address:

Email:

*I have authority to bind the Borrower.*

**Appendix A**

**Quarterly Completion Report**

*[Quarterly Completion Report to be attached for identification purposes.]*

**SCHEDULE C**  
**PERMITTED ENCUMBRANCES**

- 1 Encumbrances in favour of CMHC;
- 2 Encumbrances for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- 3 undetermined or inchoate encumbrances, liens, rights of distress and charges incidental to construction, maintenance or current operations that have not at such time been filed or exercised and of which CMHC has been given notice, or that relate to obligations not due or payable, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- 4 reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grants of real or immovable property, or interests therein, that do not materially and adversely impair the use of the affected land for the development, Repair Program Execution and operation of the Repair Program;
- 5 permits, reservations, covenants, servitudes, right of access or user licences, easements, rights of way and rights in the nature of easements (including licences, easements, rights of way and rights in the nature of easements for railways, sidewalks, public ways, sewers, drains, gas and oil pipelines, steam and water mains or electric light and power, or telephone, telecommunication, television and telegraph conduits, poles, wires and cables) that do not materially and adversely impair the use of the affected land for the development, the Repair Program Execution and operation of the Repair Program;
- 6 title defects, irregularities or other matters relating to title that are of a minor nature and that do not materially and adversely impair the use of the affected land for the development, the Repair Program Execution and operation of the Repair Program;
- 7 the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- 8 the Encumbrance resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- 9 security given to a public utility or any Governmental Authority when required by such utility or authority in connection with the operations of that Person in the ordinary course of its business;
- 10 the Encumbrance created by a judgment of a court of competent jurisdiction or Encumbrance (including claims pursuant to the applicable Construction Lien Act ("**Construction Claim Encumbrances**")) filed and/ or created against a Credit Party, as long as the judgment is being contested diligently and in good faith by appropriate proceedings by such Credit Party and does not constitute and could not reasonably be expected to cause, individually or in aggregate with other Construction Claim Encumbrances, a Material Adverse Change;

- 11 encroachments by the Repair Program or structures thereon over neighbouring lands (including public streets) and minor encroachments by neighbouring lands or structures thereon over the Portfolio, so long as, in the former case, there are written agreements permitting such encroachments and they have been complied with;
- 12 subdivision, development, servicing and site plan agreements, undertakings and agreements made pursuant to applicable planning and development legislation, entered into with or made in favour of any Governmental Authority, or public or private utility relating to the development, the Repair Program Execution and operation of the Repair Program, provided that they have been complied with;
- 13 Leases relating to the Portfolio that have been entered into in accordance with this Agreement;
- 14 all municipal by-laws and regulations and other municipal land use instruments, including official plans, zoning and building by-laws, restrictive covenants and other land use limitations, public or private, and other restrictions as to the use of the Portfolio;
- 15 (A) Encumbrances in respect of which CMHC has received such releases, discharges, financing change statements, payout letters or other documents evidencing the termination thereof as may be satisfactory to CMHC in its sole and absolute discretion and (B) if agreed to by CMHC in its sole and absolute discretion, Encumbrances in respect of which CMHC has received such subordination agreements or intercreditor agreements evidencing the subordination thereof, or such estoppels, "no interest" letters, comfort letters or other confirmations that such Encumbrances do not relate to any Collateral, as may be satisfactory to CMHC in its sole and absolute discretion; and
- 16 such other Encumbrances as are agreed to in writing by CMHC.

**SCHEDULE D  
REPAIR PROPERTIES LIST**

Asset Type	Asset Grouping Description	Inventory	Total # Units	Total # Existing "Modified"	# of Bedrooms					Total Unit Est. SQFT	% of Unit SQFT	Total Building SQFT (Est.)		
					Bach	1	2	3	4				5	
Real Property	<b>Muti-Res</b>	202 McNay St.	251	46		250	1				118,585	75%	158,078	
		345 Wharnccliffe Rd. N	145	3		144	1				68,171	70%	97,250	
		349 Wharnccliffe Rd. N	145	7		144	1				68,171	70%	97,250	
		30 Baseline Rd. W	251	26		250	1				117,640	75%	157,500	
		85 Walnut St.	232	30		231	1				108,708	72%	151,307	
		241 Simcoe St.	217	5		216	1				106,175	73%	146,364	
		170 Kent St.	212	7		211	1				102,075	70%	145,460	
		580 Dundas St.	151	9		125	25	1			58,642	74%	79,000	
		<b>Multi-Res Total</b>	<b>1604</b>	<b>133</b>		<b>125</b>	<b>1471</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>748,166</b>		<b>1,032,209</b>
		<b>TownHouse Complexes</b>	Allan Rush	100	1				86	14				93,931
			245-345 Marconi Blvd.	51	2				37	10	4			56,048
			961-1183 Huron	110	1			67	43					104,640
			160-422 Boullee St.	136	3				100	22	14			147,800
			370 Pond Mills Rd.	81	0			15	50	16				88,902
			<b>Townhouse Total</b>	<b>478</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>82</b>	<b>316</b>	<b>62</b>	<b>18</b>			<b>491,321</b>
		<b>REAL PROPERTY TOTAL</b>		<b>2082</b>	<b>140</b>	<b>125</b>	<b>1471</b>	<b>90</b>	<b>316</b>	<b>62</b>	<b>18</b>			<b>1,523,530</b>

**SCHEDULE E  
DRAWDOWN SCHEDULE**

<b>Cash Flow</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>TOTAL</b>
Planned Project Est. Cost	\$2,201,656	\$8,154,777	\$8,490,482	\$10,366,790	\$6,195,963	\$2,569,150	\$-	\$37,978,818
Additional Contingency	\$308,182	\$308,182	\$308,182	\$308,182	\$308,182	\$308,182	\$308,182	\$2,157,272
<b>TOTAL</b>	<b>\$2,509,838</b>	<b>\$8,462,959</b>	<b>\$8,798,664</b>	<b>\$10,674,971</b>	<b>\$6,504,145</b>	<b>\$2,877,331</b>	<b>\$308,182</b>	<b>\$40,136,090</b>

[●NTD: CMHC to obtain updated Schedule prior to closing.]

**SCHEDULE F  
ACTION PLAN**

**SCHEDULE G  
ANNUAL PROGRESS REPORTS**

<b>TO:</b> Canada Mortgage and Housing Corporation (“ <b>CMHC</b> ”)	<b>Borrower:</b> London & Middlesex Community Housing Inc. (the “ <b>Borrower</b> ”)
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I, \_\_\_\_\_, the \_\_\_\_\_ of London & Middlesex Community Housing Inc., hereby certify as of \_\_\_\_\_:

- 1 I am familiar with and have examined the provisions of the credit agreement made as of [●] between London & Middlesex Community Housing Inc., as borrower, and CMHC, as lender, as amended to the date hereof (the “**Credit Agreement**”) and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of London & Middlesex Community Housing Inc. Terms defined in the Credit Agreement have the same meanings when used in this certificate.
  
- 2 The representations and warranties contained in the Credit Agreement are true and accurate in all material respects as of the date hereof.
  
- 3 No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default.
  
- 4 The number of Subject Units is \_\_\_\_\_, so the Minimum Unit Count is satisfied, and as of the date hereof either (i) all of the Subject Units are occupied or available for occupancy and will be occupied or available for occupancy throughout the Repair Program Execution; or (ii) if all of the Subject Units are not occupied or available for occupancy or will not be occupied or available for occupancy throughout the Repair Program Execution, this is solely due to the Subject Units being temporarily vacant as a result of repair or renewal thereof and a tenant placement plan satisfactory to CMHC has been made by the Borrower so that any relocated tenant is not materially adversely impacted by the Repair Program Execution.
  
- 5 There are \_\_\_\_\_ Subject Units which are occupied or available for occupancy in the applicable fiscal year. For \_\_\_\_\_% of such Units, the average % of the Median Market Rental Rate of the rents thereof in respect of the applicable fiscal year is \_\_\_\_\_%.
  
- 6 The number of Repair Properties in respect of the applicable fiscal year in which access to all of the Subject Units and the common areas is barrier free and will meet or exceed the criteria identified in the Accessibility Criteria is \_\_\_\_\_. Consequently, the overall conversion count of the Subject Units that have become units that meet the Portfolio Accessibility Requirements in respect of the applicable fiscal year is \_\_\_\_\_.
  
- 7 The total amount of Repair Program Costs that have been expended by the Borrower (or that have been invoiced to the Borrower) in respect of Completed Work in the fiscal year is \$ \_\_\_\_\_ and cumulatively since the date of the Credit Agreement is \$ \_\_\_\_\_.
  
- 8 ***[I have reviewed the current Action Plan, Plans and Specifications, Repair Program Budget, Repair Schedule, the Repair Properties List and the Drawdown Schedule, including any amendments, supplements or replacements that have been made since the date of the Credit Agreement in accordance with the terms thereof,] OR [I have reviewed an updated [Action Plan], [Plans and Specifications], [Repair Program Budget], [Repair Schedule], [Repair Properties List] [and/or] [Drawdown Schedule], which has been mutually agreed and***

**approved by CMHC, is/are attached hereto as Appendix A,<sup>3</sup> and I confirm that they remain accurate as of the date hereof.**

- 9 ***[As at December 31, 2027 (as evidenced by the delivery of the annual financial reports and financial statements provided to CMHC pursuant to Section 13(a)(ii) and (c) in respect of the 2027 fiscal year), the aggregate outstanding principal amount of all Loans will not cause the CMHC funding proportion of the aggregate principal amount of all funding by CMHC, the Guarantor and other funding sources (pursuant to any Co-Investment Agreements or otherwise) of Repair Program Costs that the Borrower has expended or that have been invoiced to the Borrower in respect of only Completed Work under the Repair Program, to exceed the Maximum CMHC Funding Proportion.]<sup>4</sup>***
- 10 Any and all funds received from CMHC previously as advances under the Credit Agreement have been expended or are being held in trust solely for the purpose for which they were advanced and in accordance with the terms of the Credit Agreement.
- 11 The Quarterly Completion Reports delivered in connection with the Drawdown Notices delivered in this calendar year are true and accurate in all material respects.
- 12 All of the statements contained in this certificate are true, complete and accurate in all material respects as of the date hereof.

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

Per: \_\_\_\_\_

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

Title: \_\_\_\_\_

<sup>3</sup> Note to Schedule G: Appropriate language to be selected at the time of delivery of the certificate.

<sup>4</sup> Note to Schedule G: To be included only in the final Annual Progress Report in the final year of the Repair Program.

**Appendix A**

**[Action Plan[and/or] [Repair Properties List] [and/or]]**

**[Drawdown Schedule]**

## SCHEDULE H INSURANCE REQUIREMENTS

### 1 Scope Of Work – Insurance Consultant.

- (a) The Insurance Consultant should conduct an in-depth review of the project, including key document(s) in order to assess the risk and recommend adequate coverage for insurance. This may include, but is not limited to a review of:
  - (i) Project plans and specifications, construction schedule, project budget, professional reports (Geo-technical/Soil test report, environment assessment report etc.);
  - (ii) Construction contracts including sub-trades (as applicable), contractor/sub-contractor profile, claims history; and
  - (iii) Any other documentation, as required.
- (b) The Insurance Consultant should review CMHC's insurance requirements, as provided to them by the Borrower. This document outlines the types of insurance and riders that are required by CMHC.
- (c) The Insurance Consultant is expected to submit a report commenting on any key risks and recommending adequate insurance coverage (\$ policy limits) for the policies outlined in the CMHC insurance requirements, as provided to them by the Borrower. Any additional coverage types or riders that the Insurance Consultant deems applicable to the project should also be considered and included within the recommendation, along with a brief rationale.
- (d) The Insurance Consultant will engage with the Borrower and the insurance broker to ensure that the requirements are clearly communicated, request and review certificates of insurance, resolve issues (if any) and confirm that all recommended coverage is in place.
- (e) The Insurance Consultant will submit a report to CMHC and the same should comply with the below requirements:
  - (i) prepared and signed by an Insurance Consultant holding a Certificate in Risk Management (CRM) designation and/or Construction Risk and Insurance Specialist (CRIS) designation, and be in good standing with its governing body;
  - (ii) addressed to and delivered directly to CMHC, along with evidence of the Insurance Consultant's professional liability (errors and omissions) insurance;
  - (iii) include a summary confirming that the recommended coverage outlined in the report is sufficient for the size, location, and scope of the project being assessed;
  - (iv) include details of all applicable insurances, including but not limited to:
    - (A) limit(s) of insurance;
    - (B) policy period;
    - (C) named insured(s);
    - (D) insurer/ policy number;

- (E) coverages included;
- (F) deductible(s);
- (G) cancellation notice period; and
- (H) as applicable only with respect to any Mortgaged Properties so long as any amounts are due under this Agreement or the Operating Agreement is in force, name CMHC as mortgagee and first loss payee or additional insured, as applicable;

(v) include copies of the certificate(s) of insurance.

2 Insurance During Repair Program. From the date hereof until completion of the Repair Program (unless otherwise specified below), the Credit Parties shall maintain or cause to be maintained with insurance companies acceptable to CMHC:

- (a) all risks builder's (including coverage against the perils of earthquake, flood, testing and commissioning Hard and Soft Costs) coverage written on the latest edition of the CCDC approved form for the full replacement cost of each Repair Property or, as applicable, each Mortgaged Property, excluding land costs. Such insurance shall:
  - (i) only in the case of Repair Properties, include a soft cost endorsement in an amount of not less than 25% of total Soft Costs;
  - (ii) name the Credit Parties as first named insured thereunder and name all others required to be named under any of the Material Repair Program Documents, including architects, engineers, consultants, contractors, sub-contractors and trades of every tier as additional insureds;
  - (iii) as applicable only with respect to the insurance associated with any Mortgaged Properties so long as any amounts are due under this Agreement or the Operating Agreement is in force, name CMHC as mortgagee and first loss payee or additional insured, as applicable, and have attached the standard Insurance Bureau of Canada mortgage clause;
  - (iv) in the case of boiler and machinery insurance, have limits of not less than the replacement value of the equipment forming part of the work (and the insurance coverage shall not be less than the insurance provided by a comprehensive boiler and machinery policy);
  - (v) contain a waiver by the insurer or insurers of all rights of subrogation or indemnity or any other claim to which such insurer or insurers might otherwise be entitled against CMHC; and
  - (vi) otherwise be in such form as CMHC shall require or as required under any of the Material Repair Program Documents;
- (b) wrap-up liability insurance written on the latest edition of the CCDC approved form with a minimum combined single limit of liability of not less than \$25,000,000 per occurrence. Such insurance shall:
  - (i) name the Credit Parties as first named insured and CMHC as an additional insured and name all others required to be named under any of the Material Repair

Program Documents, including architects, engineers, consultants, contractors, sub-contractors and trades of every tier as additional insureds;

- (ii) contain a waiver by the insurer of all rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled against CMHC and others to whom the Credit Parties have granted such waivers under any of the Material Repair Program Documents;
  - (iii) contain a cross-liability clause and a severability of interests clause; and
  - (iv) otherwise be in such form as CMHC shall require or as required under any of the Material Repair Program Documents.
- (c) Commercial Automobile Insurance with limits of not less than \$5,000,000 combined single limit per accident for bodily injury (including death), statutory accident benefits and property damage per occurrence.
- (d) Worker's compensation coverage for all employees engaged in the Repair Program in accordance with the statutory requirement of the province or territory in which the Repair Program is being executed.
- (e) Contractor's environmental liability insurance with a limit of not less than \$5,000,000 inclusive, providing coverage for, but not limited to bodily injury (including death) and property damage arising out of pollution conditions caused while working at the sites of other, sudden and gradual pollution, on-site and off-site clean-up costs and completed operations. Only in the case of any Mortgaged Properties so long as any amounts are due under this Agreement or the Operating Agreement is in force, CMHC is to be added as an additional insured and policy shall contain a cross liability clause. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 24 months after the completion or termination of the agreement.
- (f) Contractor's equipment insurance coverage covering equipment used by the Credit Parties for the performance of the work, coverage is to be on a replacement cost basis or shall be in a form acceptable to CMHC.
- (g) Errors and omissions liability (also known as Professional Liability) insurance and maintain it in force throughout the duration of the agreement, in an amount usual for a contract of this nature but for not less than \$2,000,000 per loss and in the annual aggregate, inclusive of defence costs; if the policy is written on a claims made basis, coverage must be in place for a period of at least 24 months after the completion or termination of the agreement.

3 Operating Insurance. So long as any amounts are due under this Agreement or the Operating Agreement is in force the Credit Parties shall, in relation to each Repair Property, maintain or cause to be maintained all risks insurance on a 100% replacement cost basis, mechanical breakdown, business interruption 12 month indemnity period, general liability insurance and such other insurance in form and in such amounts and with such deductibles as are customary in the case of owners of properties similar to each Repair Property and in any event as are acceptable to CMHC. As applicable only with respect to the insurance associated with any Mortgaged Properties so long as any amounts are due under this Agreement or the Operating Agreement is in force, CMHC shall be named as first mortgagee and first loss payee or additional insured, as applicable, under such policies.

4 Other Conditions

- (a) All insurance required to be maintained by the Credit Parties in respect of any Mortgaged Properties so long as any amounts are due under this Agreement or the Operating Agreement is in force, pursuant to Sections 1 to 3 above, shall provide that no cancellation or termination thereof, for any reason whatsoever, shall take effect unless the insurer concerned has given CMHC not less than 30 days prior written notice of such proposed action.
- (b) The Credit Parties shall provide written notice to CMHC forthwith upon learning that an insurer described in this Schedule intends to cancel, or intends to make or has made a material change to, any insurance referred to in this schedule.
- (c) The Credit Parties will provide, at CMHC's request, detailed certificates of insurance or a certified copy of the insurance policy for all policies required hereunder to be purchased and maintained by the Credit Parties in a form acceptable to CMHC.
- (d) It shall be the sole responsibility of the Credit Parties to decide whether or not any other insurance coverage, in addition to the Insurance Requirements stipulated herein, is necessary for its own protection or to fulfill its obligations.
- (e) CMHC shall be entitled to require the Credit Parties to maintain coverage of such other risks and perils as CMHC may from time to time consider advisable or desirable and in respect of which insurance coverage may be available.

5 Proceeds of Insurance. With regard to the insurance described in Sections 1 to 3 above in respect of any Mortgaged Properties so long as any amounts are due under this Agreement or the Operating Agreement is in force, subject to the terms of any Permitted Encumbrances and Material Repair Program Documents having priority over the Encumbrances granted pursuant to the Security Documents, the following shall apply:

- (a) So long as no Default or Event of Default has occurred and is continuing, the proceeds of all such insurance (other than workers' compensation insurance, errors and omissions insurance and third party liability insurance which may be remitted to the Credit Parties without condition or further action by CMHC) shall be dealt with as follows:
  - (i) If the total amount of such proceeds equals or exceeds \$500,000, they shall be payable directly into an escrow account of CMHC as designated by CMHC (which account shall be subject to the security interest created by the Security Documents) to be disbursed by CMHC on a monthly basis against receipts payable in not more than 30 days for expenses incurred in repairing the damage or destruction or replacing property in respect of which the insurance is payable and otherwise in accordance with the customary disbursement procedures utilized by CMHC in such case, for release by CMHC to the Credit Parties to be applied by the Credit Parties in repairing the damage or destruction or replacing property in respect of which the insurance is payable upon receipt of:
    - (A) a certificate of an officer of the Credit Parties stating that the proceeds of such insurance together with other funds held or arranged by the Credit Parties are sufficient to fully repair, rebuild or replace the damage or destruction in respect of which the insurance proceeds are payable;
    - (B) a letter of undertaking of the Credit Parties to fully repair, rebuild and replace the damage or destruction in respect of which the insurance proceeds are payable; and

- (C) evidence satisfactory to CMHC that the proceeds of insurance together with the other funds held or arranged by the Credit Parties will be sufficient to repair, replace or rebuild the damage or destruction in respect of which the insurance proceeds are payable.
  - (ii) The proceeds of any business interruption insurance shall be payable to the Credit Parties to be applied on account of ongoing obligations of the Credit Parties under the Loan Documents or in respect of each Mortgaged Property as the same fall due from time to time.
  - (iii) The proceeds of all insurance held by CMHC shall, unless and until the same are applied or released to the Credit Parties as aforesaid, constitute continuing collateral security for the obligations of the Credit Parties under the Loan Documents (other than the Guarantee).
  - (iv) If the total amount of such proceeds is less than \$500,000, they shall be released to the Credit Parties subject to delivery of the documents set out in Sections 5(a)(i)(A), (B) and (C).
- (b) If an Event of Default has occurred and is continuing:
- (i) The proceeds of all insurance other than workers' compensation insurance, errors and omissions insurance and third party liability insurance shall be payable to CMHC to be applied by it, at its option, in reduction of the amounts outstanding under the Loan Documents or released by CMHC to the Credit Parties upon receipt of:
    - (A) an officer's certificate of each of the Credit Parties stating that the proceeds of such insurance together with other funds held or arranged by the Credit Parties are sufficient to fully repair, rebuild or replace the damage or destruction in respect of which the insurance proceeds are payable;
    - (B) a letter of undertaking of the Credit Parties to fully repair, rebuild and replace the damage or destruction in respect of which the insurance proceeds are payable; and
    - (C) evidence satisfactory to CMHC that the proceeds of insurance together with the other funds held or arranged by the Credit Parties will be sufficient to repair, replace or rebuild the damage or destruction in respect of which the insurance proceeds are payable.
  - (ii) The proceeds of any business interruption insurance shall be payable to CMHC to be held by CMHC as additional collateral security for the obligations of the Credit Parties under the Loan Documents (other than the Guarantee), to be applied on account of ongoing obligations of the Credit Parties under the Loan Documents or in respect of each Mortgaged Property as the same fall due from time to time and, to the extent of any surplus, firstly to arrears of such payments and thereafter, if CMHC has opted to release proceeds of insurance to the Credit Parties pursuant to and in accordance with Section 5(a)(i), then the balance of the proceeds of business interruption insurance shall be payable to the Credit Parties, failing which the balance, if any, remaining after application of such proceeds as aforesaid shall be paid to CMHC as partial prepayment of the Loan.

The proceeds of all insurance held by CMHC shall, unless and until the same are applied or released to the Credit Parties as aforesaid, constitute continuing collateral security for the obligations of the Credit Parties under the Loan Documents (other than the Guarantee)..

**SCHEDULE I  
REPAIR PROGRAM BUDGET**

See attached

**SCHEDULE J**  
**CONFIDENTIALITY AND ANNOUNCEMENTS**

**1 Confidentiality**

- (a) None of the terms or substance of the Loan Documents nor any discussion with CMHC in connection with the Loan Documents and the due diligence, shall be disclosed, directly or indirectly, by the Credit Parties to any other person or entity, except with CMHC's prior written consent and except as outlined in this Schedule J.
- (b) In order to allow the Credit Parties to seek other financing in the event that the Credit Parties do not already have such monies/support in place, this letter may be disclosed to any existing or potential investors of the Credit Parties (including other levels of government such as provinces, territories or municipalities and their respective entities) and to their respective officers, directors, employees, attorneys, agents, accountants, advisors, controlling persons and equity holders who are directly involved in the consideration of the Repair Program on a need to know and confidential basis, but the details of the Agreement are otherwise confidential.
- (c) The Credit Parties have been advised that as a Crown Corporation, CMHC is subject to federal legislation, including the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) or other similar legislation. In certain specific circumstances, information submitted to CMHC may be required to be disclosed pursuant to federal legislation. In such cases, to the extent reasonably possible, CMHC will make efforts to advise the Credit Parties of the required disclosure prior to releasing the information. CMHC acknowledges that the Guarantor is a municipality and is subject to provincial legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, the *Municipal Act*, or other similar legislation. In certain specific circumstances, information submitted to the Guarantor may be required to be disclosed pursuant to provincial legislation. In such cases, to the extent reasonably possible, the Guarantor will make efforts to advise CMHC of the required disclosure prior to releasing the information.
- (d) The Credit Parties agree that the information submitted to or collected by CMHC in connection with the Credit Parties' application to the Program and the transactions contemplated hereunder may be used or disclosed for the following purposes:
  - (i) to assess the Credit Parties eligibility for the funding requested under the Program;
  - (ii) to assess the Credit Parties application, including for prioritization of applications received;
  - (iii) to communicate to the Credit Parties possible opportunities under other National Housing Strategy programs;
  - (iv) to communicate to the Credit Parties possible collaboration opportunities with external parties;
  - (v) for information verification and due diligence purposes, including to detect and protect CMHC from errors and fraud;
  - (vi) for any purpose related to the provision of CMHC funding or mortgage loan insurance generally, where applicable;
  - (vii) for analytics, policy analysis, data analysis, auditing and research by CMHC;

- (viii) for evaluation and efficient administration of the Program and the National Housing Strategy; and
  - (ix) for use by CMHC and the Government of Canada for any purpose (ix) related to the *National Housing Act* (Canada).
- (e) CMHC and parties engaged on its behalf or collaborating with CMHC to administer the Program, where applicable, are authorized to process and store such information and disclose it, on a need to know basis, to the office of the Minister responsible for CMHC, the Government of Canada, and provinces, territories or municipalities that may invest in, or otherwise provide support for, the Credit Parties' Repair Program or otherwise collaborate with CMHC, for the purposes outlined in Section 1(d) of this Schedule J.
  - (f) If the Credit Parties receive the Loans, then CMHC, the Minister for CMHC, the Government of Canada and any other provinces, territories or municipalities that invest in, or otherwise provide support for, the Credit Parties' Repair Program shall have the right to publicize details of the Repair Program, the funding assistance and the name of the successful Credit Parties. The Credit Parties confirm their consent to the disclosure of this information.

## 2 Announcements

- (a) No announcement or public disclosure relating to the Loan Documents may be made prior to receiving written approval from CMHC.
- (b) If the Credit Parties plan to publish any reports and/or materials relating to the Repair Program or aspects of the Repair Program supported by the Loans, the Credit Parties 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 Repair Program or aspects of the Repair Program in such publication in the following manner:
 

“This project received financing from Canada Mortgage and Housing Corporation (CMHC); however, the views expressed are the personal views of the author and CMHC accepts no responsibility for them / Ce projet 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 n' accepte aucune responsabilité pour ces opinions.”
- (c) If requested by CMHC, the Credit Parties shall publicly acknowledge the making of the Loans in a manner acceptable to CMHC, acting reasonably, which may include the erection of one or more signs at the Repair Properties with the name and logo of CMHC and/or the federal government in a form approved by CMHC.
- (d) If requested by CMHC, the Credit Parties agree to participate in surveys and other research approaches such as case studies conducted by CMHC or its agents, in respect of the Repair Program, the Program and Canada's National Housing Strategy.
- (e) CMHC acknowledges that the Guarantor has notified and advised CMHC of its intention to place the Credit Agreement, the Guarantee, the Operating Agreement and the Certificate of Officer on the public Council agenda attached to a public report regarding the Repair Program and the Loan Documents; the submission deadline for this public report is November 1, 2021 at 9 a.m. ET. CMHC acknowledges that the Guarantor is subject to open meeting requirements under the section 239 of the *Municipal Act*, 2001. CMHC will advise the Guarantor of any concerns.

## Schedule 2

CMHC File No.: 6280559

NRFC Draft: October 4, 2021

### OPERATING AGREEMENT

**THIS AGREEMENT** made as of [●], 2021.

#### BETWEEN:

**CANADA MORTGAGE AND HOUSING CORPORATION**

(hereinafter referred to as “**CMHC**”)

**OF THE FIRST PART;**

- and -

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

(hereinafter referred to as the “**Borrower**”)

**OF THE SECOND PART;**

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter referred to as the “**Guarantor**”, with the Borrower and the Guarantor being referred to herein collectively as the “**Credit Parties**” and each of them being referred to herein as a “**Credit Party**”)

**OF THE THIRD PART.**

**WHEREAS** pursuant to Section 95 of the National Housing Act (the “**Act**”), CMHC may make a loan to any person to assist with the payment of capital costs of housing projects and determine the terms and conditions on which it makes such loan;

**AND WHEREAS** the Borrower is an eligible loan borrower under the National Housing Co-investment Fund (the “**Program**”), which is administered by CMHC as part of Canada’s National Housing Strategy, and the Borrower is taking one or more Loans from CMHC under the Program to assist with the financing of the Repair Program;

**AND WHEREAS** pursuant to the requirements of the Program, the Credit Parties have entered into a credit agreement with CMHC dated as of [●] (as amended, restated, modified or supplemented from time to time, the “**Loan Agreement**”);

**AND WHEREAS** pursuant to the requirements of the Program, the Credit Parties have entered into certain Co-Investment Agreements;

**AND WHEREAS** it is a condition of the Loans that, *inter alia*, the Repair Program be established, maintained and operated in compliance with the terms and conditions set forth herein and in the Loan Agreement, including certain affordability, energy efficiency and accessibility requirements;

**AND WHEREAS** the parties wish to enter into this Agreement regarding the operation of the Repair Program by the Credit Parties;

**NOW THEREFORE** in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**Article 1  
Definitions, Interpretation and Common Terms**

- 1.1 Except as otherwise set out herein, the terms defined in Schedule A of the Loan Agreement shall have the same meanings where used in this Agreement.
- 1.2 Except as otherwise set out herein, the Common Terms as set out in the Loan Agreement shall apply to this Agreement as if set out in full again here, with such changes as are appropriate to fit context.

**Article 2  
Confirmation of Recitals and Acknowledgement  
of Fundamental Purpose and Obligations**

- 2.1 The parties hereby confirm and acknowledge that the statements contained in the foregoing recitals are true and complete in all respects.
- 2.2 Each Credit Party is entering into this Agreement and the Loan Agreement to establish, maintain and operate the Repair Program as affordable rental housing which consists of a total of two thousand and eighty two (2,082) units within 13 buildings located in the City of London, of which the rents for a minimum of 50% of such units which are occupied or available for occupancy in a fiscal year will not exceed 50% of the Median Market Rental Rate, and facilities ancillary thereto for the Term (as defined below) of this Agreement and acknowledges that its fundamental purpose in doing so and in fully performing its obligations in compliance with the terms and conditions of this Agreement is to benefit the public interest by achieving long-term social outcomes which are of fundamental importance to the federal government of Canada and CMHC, including the following:
- (a) the repair and renewal of existing affordable Housing Units and facilities ancillary thereto;
  - (b) the maintenance of the affordability of the Housing Units within the Repair Program;
  - (c) the reduction of the energy consumption and greenhouse gas emissions of the Repair Properties; and
  - (d) the increased accessibility of Housing Units and common areas within the Repair Properties.
- 2.3 Each Credit Party acknowledges that the intention to bind the Credit Parties and the operation of the Repair Program to the fundamental purpose referred to in Section 2.2 arises out of the extraordinary nature of the Loan(s) made to the Borrower and other funding or support provided to the Credit Parties under the Co-investment Agreement as part of the Program.
- 2.4 Each Credit Party further acknowledges that CMHC would not have provided the Loan(s) had the Credit Parties not made a commitment to comply with the terms and conditions set forth herein for the duration of the Term.

**Article 3  
Term**

- 3.1 This Agreement shall become effective on the date hereof and, unless terminated earlier in accordance with Section 8, shall continue in force for the full Social Housing Covenant Period (the “**Term**”).

**Article 4  
Representations And Warranties**

- 4.1 The representations and warranties given by each Credit Party in Section 12 of the Loan Agreement are hereby incorporated by reference, are true and correct as of the date hereof and will be deemed to be repeated on each date of delivery to CMHC of an annual program criteria compliance report pursuant to Section 13(a)(ii) of the Loan Agreement (incorporated by reference pursuant to Article 6 hereof) for the duration of the Term.

**Article 5  
Covenants Regarding The Repair Program**

- 5.1 The covenants applicable to the Credit Parties set forth in Section 14 of the Loan Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* for the duration of the Term.

**Article 6  
Reporting Covenants**

- 6.1 The reporting covenants set forth in Sections 13(a)(ii), 13(c), 13(d) and 13(e) of the Loan Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* for the duration of the Term.

**Article 7  
Transfers**

- 7.1 The parties hereto acknowledge that no Credit Party may make any Disposition, or permit any Disposition to be made, of the Repair Program, the Repair Properties or any part thereof or interest therein, during the term of the Loan Agreement other than in compliance with the Loan Agreement. Furthermore, during the Term of this Agreement, no Credit Party shall make any Disposition, or permit any Disposition to be made, of the Repair Program, the Repair Properties or any part thereof or interest therein without first obtaining from the party to whom a Disposition is made (a “**Transferee**”) a written assumption agreement with CMHC (an “**Assumption Agreement**”), wherein such Transferee agrees with CMHC to be bound by Section 14(b) of the Loan Agreement (which is incorporated by reference herein pursuant to Section 5.1) and to be bound by such other terms, covenants and conditions as may be required by CMHC in its sole and absolute discretion, such Assumption Agreement to be in form and substance acceptable to CMHC in its sole and absolute discretion.
- 7.2 The decision to release any Credit Party from any obligations in connection with the Repair Program, the Repair Properties or any part thereof or interest therein in relation to any Disposition shall be in CMHC’s sole and absolute discretion.

**Article 8  
Termination**

- 8.1 Where CMHC is satisfied in its sole and absolute discretion that the Repair Program will not be proceeding under the Program, this Agreement may be terminated by written notice to the Credit Parties.

- 8.2 Furthermore, CMHC may, in its sole and absolute discretion, terminate this Agreement for any other reason upon notice in writing to the Credit Parties of no less than two (2) weeks, during which time the Credit Parties may make representations on such matters and their effect on the eligibility of the Credit Parties to receive financial assistance or other benefits from CMHC. CMHC may require the Credit Parties to enter into an agreement requiring the Credit Parties to rectify any matter which CMHC deems necessary for the Credit Parties to maintain their eligibility for financial assistance under the Program or other benefits from CMHC.

#### **Article 9 Indemnity**

- 9.1 The indemnity provisions set forth in Section 17 of the Loan Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* for the duration of the Term and shall survive and remain in full force and effect in accordance with their terms, notwithstanding (a) the termination of this Agreement; and/or (b) the termination of the Loan Agreement and/or the repayment, satisfaction or discharge of any obligations of any Credit Party under the Loan Agreement or any other Loan Document.

#### **Article 10 Remedies**

- 10.1 The rights set out herein shall be without limitation, and shall be in addition to all other rights and remedies of CMHC otherwise available under any other provision of the Loan Documents, by operation of law, at equity or otherwise (including, without limitation, damages, disgorgement of profits and/or remedies of seizure, injunction and specific performance notwithstanding the termination of this Agreement), all of which are hereby expressly preserved, all of which rights shall be cumulative. Furthermore, each Credit Party acknowledges and agrees that:
- (a) in the event of default under this Agreement, CMHC, the Program, other affordable housing providers, the broader affordable housing sector and the public interest will sustain harm, the extent of which cannot be pre-determined or remedied through compensation; and
  - (b) all costs and expenses, including the fees of appraisers, advisors, consultants and lawyers, associated with enforcing CMHC's rights under the Loan Documents shall be at the cost of the Credit Parties.

#### **Article 11 Counterparts; Electronic Approvals**

- 11.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery by facsimile, electronic mail or other electronic transmission of an executed counterpart of a signature page to this Agreement (including in PDF form) shall be effective as delivery of an original executed counterpart of this Agreement.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

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

**CANADA MORTGAGE AND HOUSING CORPORATION**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: 700 Montreal Road, Ottawa, ON  
K1A 0P7

Email: [nhs-contracting@cmhc.ca](mailto:nhs-contracting@cmhc.ca)

*We have authority to bind CMHC.*

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

By: \_\_\_\_\_

Authorized Signing Officer

Name:

Address:

Email:

*[I] / [We] have authority to bind the Borrower.*

**THE CORPORATION OF THE CITY OF LONDON**

By: \_\_\_\_\_

Authorized Signing Officer

Name:

Address:

Email:

*[I] / [We] have authority to bind the Guarantor.*

**Schedule A**  
**Repair Properties**

### Schedule 3

CRM No.: 6280559

Draft: October 4, 2021

#### GUARANTEE

THIS GUARANTEE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON**  
hereinafter referred to as the “**Guarantor**”

**OF THE FIRST PART**

- and –

**CANADA MORTGAGE AND HOUSING CORPORATION**  
hereinafter referred to as the “**Lender**”

**OF THE SECOND PART**

**WHEREAS** the Lender has agreed to make certain credit facilities available to London & Middlesex Community Housing Inc. (the “**Borrower**”) upon the terms and conditions contained in a credit agreement among the Borrower, the Guarantor and the Lender dated as of the date hereof (such credit agreement, as it may at any time or from time to time hereafter be amended, restated, supplemented, otherwise modified or replaced, the “**Loan Agreement**”);

**AND WHEREAS** as a condition precedent to any advance under the Loan Agreement, the Guarantor is required to provide the Lender with a Guarantee that provides a guarantee of all of the Guaranteed Obligations (as such term is defined below);

**AND WHEREAS** the Guarantor is a municipality and the sole shareholder of the Borrower and will from time to time directly benefit from the credit facilities provided to the Borrower under the Loan Agreement;

**NOW THEREFORE** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor, agrees with the Lender as follows:

1. **Definitions.** In this Guarantee, including the recitals herein, capitalized terms used but not defined shall have the respective meanings ascribed to such terms in the Loan Agreement and the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
  - (a) “**Guarantee**” means this Guarantee, as amended, restated, supplemented, otherwise modified or replaced from time to time;
  - (b) “**Guaranteed Obligations**” means, collectively (i) all debts and liabilities, present or future, direct or indirect, absolute or contingent, due or to become due, matured or not, at any time owing by the Borrower to the Lender under or in connection with the Loan Agreement and the other Loan Documents, including (without limitation) all future advances, re-advances, extensions, renewals or amendments of such debts or liabilities, all interest and fees and all legal and other costs, charges and expenses of the Lender relating thereto or under or in

connection with the Loan Agreement or any other Loan Document and (ii) all other present and future covenants, agreements, terms, conditions and other obligations (whether direct or indirect, absolute or contingent, due or to become due, matured or not) of whatever nature to be performed and observed by the Borrower under or in connection with the Loan Agreement and the other Loan Documents;

- (c) “**Indemnified Person**” has the meaning set out in Section 3;
- (d) “**Proceeding**” has the meaning set out in Section 3;
- (e) “**Section**” means a section or paragraph of this Guarantee; and
- (f) “**Security**” means any security held by the Lender as security for payment of the Borrower’s debts and obligations under the Loan Documents and includes, among other things, any and all guarantees (including this Guarantee).

## 2. **Guarantee.**

- (a) The Guarantor hereby unconditionally and irrevocably guarantees for the benefit of the Lender as a primary and independent obligation by way of a continuing guarantee, the due and punctual payment and performance of the Guaranteed Obligations.
- (b) The obligation of the Guarantor to pay the total amount of the Guaranteed Obligations and all other amounts payable by it to the Lender under this Guarantee (and to perform or cause the performance of all other Guaranteed Obligations) arises, and the Guarantor shall make such payments (and shall perform or cause the performance of such other Guaranteed Obligations), immediately after demand for same is made in writing to it by the Lender (and without any requirement of evidence that the Borrower has failed to pay or perform any or all of the Guaranteed Obligations). In addition, the Guarantor shall pay to the Lender, immediately after written demand therefor is made to the Borrower by the Lender, all costs, charges and expenses incurred by the Lender in collecting and enforcing this Guarantee, including legal fees and disbursements. The unpaid portion of all amounts payable by the Guarantor under this Guarantee shall bear interest from the date of demand therefor, both before and after judgment and default, at the rate or rates then applicable to the Guaranteed Obligations under, and calculated in the manner provided in, the Loan Agreement (including any adjustment to give effect to the provisions of the *Interest Act* (Canada)). The Guarantor hereby waives promptness, diligence, presentment, demand of payment, notice of acceptance and any other notice with respect to this Guarantee and the Guaranteed Obligations, except for demand pursuant to this Section 2(b)
- (c) To facilitate the performance of the obligations of the Guarantor under this Section 2 (but not as a condition to such performance), the Lender shall copy the Guarantor on any notice of any default given to the Borrower under the Loan Agreement; provided, for the avoidance of doubt, that, in the event of failure to give any such notice at such time, the amounts guaranteed hereunder and any other amounts payable by the Guarantor hereunder shall not be reduced or

otherwise prejudiced in any manner whatsoever by reason of any such failure (or any delay in giving any such notice) or for any other reason or by any other matter, act, omission, circumstance or other thing of any nature, kind or description, other than due payment and performance in full of all of the Guaranteed Obligations. Furthermore, to facilitate the performance of the obligations of the Guarantor under this Section 2 (but not as a condition to such performance), the Borrower shall notify the Guarantor if at any time any Guaranteed Obligation has not been fulfilled when and as due.

### 3. **Indemnities.**

- (a) The Guarantor irrevocably and unconditionally agrees to indemnify and hold harmless the Lender, and any of its officers, directors, employees, controlling persons, members and representatives, and any of its successors (each of the foregoing, an “**Indemnified Person**”) from and against any and all losses, claims, damages, liabilities, fees, costs and expenses (including fees and disbursements of legal counsel, accounting advisors, receivers and other advisors, together with any interest that may accrue) connected with or arising out of:
- (i) the preparation, execution and delivery of, preservation of rights under, or refinancing, renegotiation or restructuring of, the Loan Documents and the Lender’s rights and remedies thereunder and at law and any related amendment, waiver or consent;
  - (ii) the enforcement of rights and remedies of the Lender in respect of any Credit Party under the Loan Documents, the PPSA or at law;
  - (iii) any of the provisions of the Loan Agreement or any other Loan Document being or becoming void, voidable, unenforceable or invalid;
  - (iv) a default (whether or not constituting an Event of Default) by the Borrower under the Loan Agreement and any enforcement proceedings relating to the Loan Documents;
  - (v) any representation or warranty made or deemed to be made by the Borrower (or any of its officers) in or in connection with any of the Loan Documents or other instrument or document delivered thereunder, which was incorrect in any material respect when made or deemed made or delivered;
  - (vi) the failure by the Borrower to perform or observe any of its covenants, duties or obligations under any of the Loan Documents or other instrument or document delivered thereunder;
  - (vii) any proceedings brought against the Indemnified Person or in which the Indemnified Person otherwise participates due to its entering into or being a party to any of the Loan Documents, or by reason of its exercising or performing, or causing the exercising or performance of, any right, power or obligation under the Loan Documents;

- (viii) any loss suffered or incurred by an Indemnified Person as a result of the failure of Borrower to make a payment or a mandatory repayment in the manner and at the time specified in any of the Loan Documents; and
- (ix) the failure of any Credit Party to comply with all Environmental Laws and any losses suffered by such Indemnified Person for, in connection with, or as a direct or indirect result of, the presence of any Hazardous Material situated in, on or under or migrating from or to the Properties, or as a direct or indirect result of, any legal or administrative proceedings with respect to the presence of any Hazardous Material in, on or under, migrating from or to the Properties (for the avoidance of doubt, without limitation, any buildings), or the discharge, emission, leak, spill, radiation or disposal by any Credit Party of any Hazardous Material into or upon the Properties (for the avoidance of doubt, without limitation, any buildings), the atmosphere, or any watercourse or body of water; including the costs (including legal and professional fees on a full indemnity basis) of defending and/or counterclaiming or claiming against third parties in respect of any action or matter and any cost, liability or damage arising out of a settlement entered into by the Indemnified Person of any such action or matter,

whether individual, joint and several, or otherwise, to which any such Indemnified Person may become subject arising out of or in connection with this Guarantee, any other Loan Document or any actual or threatened claims, actions, suits, inquiries, litigation, investigation or proceeding (any such claims, actions, suits, inquiries, litigation, investigation or proceeding, a **"Proceeding"**) relating to any of the foregoing, regardless of whether any such Indemnified Person is a party thereto; provided that none of the Lender or any other Indemnified Person, the Guarantor, and any of such Person's respective affiliates, or the respective directors, officers, employees, advisors, and agents of any of the foregoing, shall be liable for any indirect, special, punitive or consequential damages in connection with this Guarantee or any other Loan Document; and provided further that, that the foregoing shall not apply to indemnify obligations with respect to damages of such type suffered by a third party and for which an indemnitee may be or become liable. This indemnity is independent of and in addition to any right the Lender may have to seek recovery of costs in any litigation that may result in respect of this Guarantee or any other Loan Document, and shall form part of the liability and obligations of the Guarantor hereunder. A certificate as to the amount of any loss submitted in good faith by the Lender to the Guarantor shall be conclusive and binding for all purposes, absent manifest error.

- (b) The Guarantor also agrees to pay (or, at the discretion of such Indemnified Person, reimburse) each such Indemnified Person promptly upon demand for any reasonable fees of legal counsel, court costs, fees of expert witnesses, and other reasonable fees, costs or expenses incurred in connection with investigating or defending any of the foregoing or in connection with the enforcement of any provision of this Guarantee, provided that the indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they are found in a court of competent

jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Person.

- (c) The Guarantor will not, without the prior written consent of each applicable Indemnified Person, effect any settlement of any pending or threatened Proceedings in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability on claims that are the subject matter of such Proceedings, (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person, and (iii) includes customary confidentiality and non-disparagement agreements.
  - (d) The indemnity obligations contained in this Section 3 shall survive and remain in full force and effect in accordance with their terms, notwithstanding the termination of this Guarantee and/or the Loan Agreement and/or the repayment, satisfaction or discharge of all obligations under any Loan Document.
  - (e) The Guarantor acknowledges that neither its obligation to indemnify nor any actual indemnification by it of the Lender or any other Indemnified Person in respect of such Person's losses for legal fees and expenses shall in any way affect the confidentiality or privilege relating to any information communicated by such Person to its counsel.
4. **Governing Law.** This Guarantee is governed by and shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein (without reference to the choice of law rules). The Guarantor agrees that any legal suit, action or proceeding arising out of this Guarantee may be instituted in the courts of Ontario sitting in Toronto, Ontario, and the Guarantor accepts and irrevocably submits to the non-exclusive jurisdiction of said courts and acknowledges their competence and agrees to be bound by any judgment thereof. The Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Guarantee in any court referred to in this Section 4. The Guarantor waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Nothing in this Guarantee shall affect any right that the Lender may otherwise have to bring any action or proceeding against the Guarantor or its assets in the courts of any jurisdiction.
5. **Copy Received.** The Guarantor acknowledges having received and reviewed a copy of the Loan Agreement.
6. **Notices.** Any demand, notice or other communication to be given in connection with this Guarantee shall be given in accordance with the provisions of the Loan Agreement.
7. **No Setoff or Counterclaim.** The Guarantor will make all payments required to be made under this Guarantee without regard to any right of set-off or counterclaim that it has or may have against the Borrower or the Lender.

8. **Application of Moneys Received.** The Lender may in its sole discretion apply all moneys received from the Guarantor, the Borrower or any other Person (including under any Security that the Lender may from time to time hold) upon such part of the Guaranteed Obligations as the Lender considers appropriate.
9. **Exhausting Recourse.** The Lender need not seek or exhaust its recourse against the Borrower or any other Person or under any Security that the Lender may from time to time hold before being entitled to full payment and performance from the Guarantor under this Guarantee.
10. **Absolute Liability.** The Guarantor's liability and obligations under this Guarantee are absolute and unconditional. The liability and obligations of the Guarantor under this Guarantee will not be limited or otherwise affected, nor will the Lender be responsible or owe any duty (as a fiduciary or otherwise) to the Guarantor, nor will the Lender's rights under this Guarantee or otherwise be prejudiced, by any law, regulation, matter, act, omission, circumstance or other thing of any nature, kind or description which but for this provision might operate to affect such liability or obligations, including:
  - (a) any illegality or lack of validity or enforceability of the Loan Documents or any other agreement between the Borrower and the Lender relating to the advance of moneys to the Borrower or any other agreement or instrument relating thereto;
  - (b) any termination, invalidity, unenforceability or release by the Lender of any of its rights against the Borrower or against any other Person or of any Security;
  - (c) any increase, reduction, renewal, substitution or other change in, or discontinuance of the terms relating to the Borrower's indebtedness or the Guaranteed Obligations or to any credit extended by the Lender to the Borrower; any agreement to any proposal or scheme of arrangement concerning, or granting any extensions of time or any other indulgences or concessions to, the Borrower or any other Person; any taking or giving up of any Security; abstaining from taking, perfecting or registering any Security; allowing any Security to lapse (whether by failing to make or maintain any registration or otherwise); or any neglect or omission by the Lender in respect of, or in the course of, doing any of these things;
  - (d) accepting compositions from or granting any other amendment or waiver of or any consent to departure from the Loan Agreement or any other agreement between the Borrower, the Guarantor or the Lender relating to the advance of money to the Borrower or any other agreement or instrument relating thereto or granting releases or discharges to the Borrower or any other Person, or any other dealing with the Borrower or any other Person or with any Security that the Lender considers appropriate;
  - (e) any unenforceability, non-perfection or loss of or in respect of any Security held from time to time by the Lender from the Guarantor, the Borrower or any other Person, whether the unenforceability, non-perfection or loss is due to the means or timing of any registration, disposition or realization of any collateral that is the subject of that Security or otherwise due to the Lender's fault or any other reason or any irregularity or defect in the manner or procedure by which the Lender realizes on such Security;

- (f) any change in the Borrower's name or in the Borrower's articles, by-laws or other constating documents; or any reorganization or change in the status, function, control or ownership whether by way of amalgamation, merger, transfer, sale, lease or otherwise of the Borrower or the Borrower's business (in which case this Guarantee shall apply to the Guaranteed Obligations of the resulting entity or business and the term "Borrower" shall include such resulting Person and business);
- (g) any change in the Guarantor's financial condition or that of the Borrower or any other guarantor of the Guaranteed Obligations (including insolvency and bankruptcy);
- (h) if the Guarantor or the Borrower is a corporation, any change in effective control;
- (i) any bankruptcy, winding up, liquidating, dissolution, arrangement or insolvency of the Borrower, the Guarantor or any other Person, or any event, whether or not attributable to the Lender, that may be considered to have caused or accelerated the bankruptcy, winding up, liquidating, dissolution, arrangement or insolvency of the Borrower or any guarantor, or to have resulted in the initiation of any such proceedings;
- (j) the Lender's filing of any claim for payment with any administrator, provisional liquidator, conservator, trustee, receiver, custodian or other similar officer appointed for the Borrower or for all or substantially all of the Borrower's assets;
- (k) any incapacity, disability, or lack or limitation of status or of the power of the Borrower or of the Borrower's directors, managers, officers, partners or agents; the discovery that the Borrower is not or may not be a legal entity; or any irregularity, defect or informality in the incurring of any of the Guaranteed Obligations;
- (l) any equities between the Lender, the Guarantor or the Borrower or any defence or right of set-off, compensation, abatement, combination of accounts or cross-claim that the Guarantor or the Borrower may have or, to the extent permitted by applicable law, any other circumstances which might otherwise constitute a defence available to, or a discharge of, the Borrower in respect of the Guaranteed Obligations or of the Guarantor in respect of this Guarantee;
- (m) any contest by the Borrower, the Guarantor or any other Person as to the amount of the Guaranteed Obligations, the validity or enforceability of any term of the Loan Agreement or the priority of any Security;
- (n) the assignment of all or any part of the benefits of this Guarantee;
- (o) any non-disclosure to the Guarantor by the Lender, the Borrower or any other Person of any matter (whether now existing or arising hereafter) relating in any way to the Guaranteed Obligations or the liability of the Guarantor hereunder, including without limitation any material change in circumstances or any act or omission of the Lender referred to in this Section 10 or Section 17; and

- (p) any other circumstances which might otherwise constitute a defence available to, or a discharge of, the Guarantor, the Borrower or any other Person in respect of the Guaranteed Obligations or this Guarantee,

it being the intent of the Guarantor that liability to the Lender under this Guarantee shall be absolute and unconditional under any and all circumstances and shall not be discharged except by the indefeasible payment and performance in full of the Guaranteed Obligations. The Lender shall not be concerned to see or enquire into the powers of the Borrower or its directors, officers, managers or other agents, acting or purporting to act on its behalf, and moneys, advances, renewals or credits in fact borrowed or obtained from the Lender in professed exercise of such powers shall be deemed to form part of the Guaranteed Obligations, notwithstanding that such borrowing or obtaining of moneys, advances, renewals or credits shall be in excess of the powers of the Borrower or its directors, officers, managers or other agents, or be in any way irregular, defective or informal.

11. **Statement Conclusive.** Any account settled or stated by or between the Lender and the Guarantor, or if any such account has not been settled or stated immediately before demand for payment under this Guarantee, any account stated by the Lender shall, in the absence of manifest mathematical error, be accepted by the Guarantor as *prima facie* evidence of the amount of the sums which are due by the Guarantor to the Lender or remains unpaid by the Guarantor to the Lender hereunder.

12. **The Lender's Priority.**

- (a) If any payment made to the Lender by the Borrower or any other Person is subsequently rescinded, rendered void or must otherwise be returned for any reason (including upon any insolvency, bankruptcy, arrangement or reorganization of the Borrower or otherwise), that will not affect the Guarantor's liability under this Guarantee and this Guarantee shall continue to be effective or be reinstated, as the case may be, all as though such payment had not been made. Until all of the Lender's claims against the Borrower in respect of the Guaranteed Obligations have been indefeasibly paid and performed in full, the Guarantor will have no right of subrogation in respect of payments made to the Lender, and the Guarantor will not require that the Lender (and the Lender will not be obligated to) assign to the Guarantor any Security held, or any other rights that the Lender may have, in connection with the Guaranteed Obligations, and the Guarantor will not assert any right of contribution against any Guarantor for any payment that the Guarantor makes under this Guarantee.

- (b) If the Borrower is in receivership or bankrupt, or (if the Borrower is a corporation) liquidated or wound up, or if the Borrower makes a bulk sale of any assets under applicable law, or if the Borrower proposes any composition or compromise with creditors or any scheme of arrangement, or in any similar proceedings, the Lender will have the right to rank for its full claims and will be entitled to all dividends and other payments until the Lender is paid in full, and the Guarantor will remain liable under this Guarantee and if any amount shall be paid to the Guarantor in connection with any such proceeding at any time when all of the Guaranteed Obligations have not been fully satisfied, such amount shall be held in trust for the benefit of the Lender and forthwith paid to the Lender to be credited against the Guaranteed Obligations.

- (c) If the Lender gives to any trustee in bankruptcy or receives a valuation of, or retains, any Security that the Lender holds for payment of the Guaranteed Obligations, that will not be considered, as between the Lender and the Guarantor, to be a purchase of such Security or payment, satisfaction or reduction of the Guaranteed Obligations.
13. **Withholding Taxes.** Unless otherwise required by applicable law, the Guarantor will make all payments under this Guarantee without deduction or withholding for any present or future taxes, charges or withholdings of any kind.
  14. **Judgment Currency.** The Guarantor's liability to pay the Lender in a particular currency (the "**First Currency**") will not be discharged or satisfied by any tender or recovery under any judgment expressed in or converted into another currency (the "**Other Currency**") except to the extent the tender or recovery results in the Lender's effective receipt of the full amount of the First Currency so payable. Accordingly, the Guarantor will be liable to the Lender to recover in the Other Currency the amount (if any) by which that effective receipt falls short of the full amount of the First Currency so payable, without being affected by any judgment obtained for any other sums due.
  15. **Consent to Disclose Information.** The Lender may from time to time give any credit or other information about the Guarantor to, or receive such information from, any credit bureau, reporting agency or other Person.
  16. **Insolvency; Re-organization or other Events.** None of the Guaranteed Obligations will be limited, lessened or released, nor will this Guarantee be discharged, by the recovery of any judgment against the Borrower or any other Person (other than in respect of funds actually received by the Lender in indefeasible repayment of any of the Guaranteed Obligations), by any liquidation, dissolution, winding-up, merger or amalgamation of the Borrower, the Guarantor or any other Person, by any sale or disposition of all or substantially all of the assets of the Borrower, or by any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or other proceedings affecting the Borrower, the Guarantor or any other Person. If at any time the Lender has the right to accelerate payment of moneys owed to it under the Loan Agreement, and such acceleration is prevented or delayed by reason of the insolvency, bankruptcy, arrangement or reorganization of the Borrower, any moratorium affecting the payment of the Guaranteed Obligations or for any other reason with respect to the Borrower, the Guarantor agrees that for the purposes of this Guarantee all such amounts with respect to the Guaranteed Obligations under the terms of any of the Loan Documents will be deemed to have been accelerated and the Guarantor will forthwith pay or cause to be paid to the Lender all such amounts without further notice or demand.
  17. **Dealing with the Borrower and Others.** The obligations and liabilities of the Guarantor hereunder shall not be released, discharged, limited or in any way affected by anything done, suffered or permitted by the Lender in connection with the moneys advanced by the Lender to the Borrower or any Security thereof, including any loss of or in respect of any Security received by the Lender from the Borrower or others, any increase in liability of the Borrower to the Lender, or by any other matter, act, omission, circumstances or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Guaranteed Obligations. Without limiting the generality of the foregoing, it is agreed that the Lender may, without releasing, discharging, limiting or

otherwise affecting in whole or in part the Guarantor's obligations and liabilities under this Guarantee, (i) grant time, renewals, extensions, indulgences, releases or discharges to the Borrower, (ii) release, discharge, compromise or otherwise deal with or allow any creditor of the Borrower or the Guarantor or any other Person to deal with any and all collateral, mortgages or other Security given by the Borrower or any third party, (iii) do, or omit to do, anything to enforce the payment or performance of any of the Guaranteed Obligations or take or abstain from taking Security or collateral from the Borrower or any other Person or to perfect or abstain from perfecting any security interest, (iv) vary, increase, compromise, exchange, renew, discharge, release, subordinate, postpone, abandon or otherwise deal with any of the Borrower's indebtedness and obligations or any security interest, or (v) otherwise deal with the Borrower and all other Persons and Security as the Lender may see fit.

18. **Waiver.** No amendment or waiver of any provision of this Guarantee will be binding on the Lender unless consented to in writing and signed by the Lender. No waiver of any provision of this Guarantee will constitute a waiver of any other provision, nor will any waiver of any provision of this Guarantee constitute a continuing waiver unless otherwise expressly provided. Any waiver by the Lender of the strict performance or compliance with any provision herein contained will not be a waiver of any subsequent default. No waiver will be inferred from or implied by any failure to act or delay in acting by the Lender in respect of any default or by anything done or omitted to be done by the Guarantor. The rights and remedies of the Lender under this Guarantee are cumulative and not alternative and any single or partial exercise by the Lender of any right or remedy will not be deemed to be a waiver of or to affect or prejudice any other rights or remedies to which the Lender may be lawfully entitled. Such rights and remedies are in addition to and not in substitution for any rights or remedies provided by applicable law.
19. **Interest Act.** The Guarantor acknowledges that certain of the rates of interest applicable to the Guaranteed Obligations may be computed on the basis of a year of 360 days or 365 days, as the case may be, and paid for the actual number of days elapsed. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent to the stated rate multiplied by the actual number of days in the year (365 or 366, as applicable) and divided by the number of days in the shorter period (360 days, in the example), and the parties hereto acknowledge that there is a material distinction between the nominal and effective rates of interest and that they are capable of making the calculations necessary to compare such rates and that the calculations herein are to be made using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest
20. **Miscellaneous:**
- (a) All monetary amounts in this Guarantee, unless otherwise specifically indicated, are stated in Canadian currency.
  - (b) The Guarantor may not assign any of its rights or benefits under this Guarantee, or delegate any of its duties or obligations, without the prior written consent of the Lender.

- (c) The Guarantor shall not exercise any rights which it may at any time have by reason of the performance of any of its obligations under this Guarantee to (i) be indemnified by the Borrower, (ii) claim contribution from any other guarantor of the debts, liabilities or obligations of the Borrower, or (iii) take the benefit of any rights of the Lender under any of the Loan Documents.
- (d) This Guarantee is in addition and without prejudice to and supplemental to all other guarantees and security interests held or which may hereafter be held by the Lender.
- (e) This Guarantee will be binding upon and enforceable against the Guarantor and its successors and permitted assigns, and will enure to the benefit of and be enforceable by the Lender and its successors and assigns.
- (f) The Guarantor will, from time to time hereafter and upon reasonable request of the Lender, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for purposes of giving effect to this Guarantee.
- (g) The Guarantor acknowledges and agrees that the Lender may demand payment in accordance with this Guarantee and commence proceedings against the Guarantor in respect of any claim pursuant to this Guarantee at any time after demand has been made while any of the Guaranteed Obligations remain unpaid, notwithstanding any limitation period under the *Limitations Act, 2002* (Ontario) or any other applicable law or regulation and, to the fullest extent permitted by applicable law, all limitation periods under such Act or other applicable law are hereby expressly excluded. For greater certainty, the Guarantor acknowledges that this Guarantee is a "business agreement" within the meaning of the *Limitations Act, 2002* (Ontario).
- (h) Time shall be of the essence of this Guarantee.
- (i) If any provision of this Guarantee is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable that provision will be severed from this Guarantee and the remaining provisions will continue in full force and effect, without limitation.
- (j) This Guarantee and all documents contemplated by or delivered under or in connection with this Guarantee may be executed and delivered by pdf, facsimile or other electronic format in any number of counterparts, and all counterparts will be construed together to be an original and will constitute one and the same instrument.

***[Signature page follows]***

**THE CORPORATION OF THE CITY OF LONDON**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

*I/We have authority to bind the Guarantor.*

**CANADA MORTGAGE AND HOUSING CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address:

700 Montreal Road

Ottawa, ON K1A 0P7

Email: [nhs-contracting@CMHC.ca](mailto:nhs-contracting@CMHC.ca)

*We have authority to bind CMHC.*

## Schedule 4

NRF Draft: October 21, 2021

### THE CORPORATION OF THE CITY OF LONDON

#### CERTIFICATE OF OFFICER

**TO:** Canada Mortgage and Housing Corporation (“**CMHC**”)

**AND TO:** Cohen Highley LLP

I, [**OFFICER NAME**], the [**OFFICER ROLE**] of The Corporation of the City of London (the “**Municipality**”), certify for and on behalf of the Municipality, intending that the same may be relied upon by you without further enquiry, as follows:

- 1 I have reviewed such books and records of the Municipality and such other documents and have made such inquiries and investigations as I consider necessary or advisable for the purpose of verifying the matters set out below. This certificate is being given in connection with the credit agreement dated \_\_\_\_\_ (the “**Loan Agreement**”) between the Municipality, London & Middlesex Community Housing Inc. and CMHC. Capitalized terms used in this certificate without definition have the meanings specified in the Loan Agreement.
- 2 The Municipality has not taken any steps to terminate or change its existence or amalgamate. The Municipality has not received any notice or other communication from any governmental authority or other person of (a) any proceeding to terminate its existence, or (b) any situation which, unless remedied, could result in such termination.
- 3 The Municipality (a) is not bankrupt, an insolvent person, in insolvent circumstances or on the eve of or in contemplation of insolvency, as applicable, within the meaning of the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada) or similar laws affecting creditors’ rights generally (“**Insolvency Statutes**”); (b) will not become an insolvent person or be put in insolvent circumstances, as applicable, within the meaning of any Insolvency Statute by entering into, or immediately after completing the transactions contemplated by, the Loan Agreement; and (c) no acts or proceedings have been taken by or against the Municipality in connection with, the Municipality has not received any notices or other communications in respect of, and the Municipality is not in the course of, any dissolution, bankruptcy, receivership or reorganization.
- 4 Attached as Exhibit A is a true and complete copy of the by-law passed by The Municipal Council of The Corporation of the City of London (the “**Council**”) at its meeting held on [●] and constituting, inter alia, authority for the Municipality to enter into the Loan Agreement and the other Loan Documents to which it is a party, to execute and deliver the Loan Documents to which it is a party, and to otherwise to complete the transactions contemplated in the Loan Documents (the “**Transaction By-law**”).
- 5 The Transaction By-law was passed by the Council, is in full force and effect, and has not been amended. The Transaction By-Law is the only actions of the Council dealing with the transactions that are the subject matter of the Transaction By-Law.
- 6 The persons identified in Exhibit B occupy the position or positions set out opposite their respective names, and each such person is authorized to execute and deliver agreements on behalf of the Municipality. Exhibit B also includes the genuine signatures of each of the persons who have signed it. Attached as Exhibit C-1 is a true and complete copy of the bylaw appointing such persons to such positions (the “**Appointment By-Law**”). Attached as Exhibit C-2 is a true

and complete copy of the City of London Official Municipal Election Results declaring Mayor Holder elected for the office of Mayor. The Appointment By-Law was duly enacted and has not been amended. There are no other actions that have been taken by the Council in respect of (i) the Appointment By-Law and (ii) the City of London Official Municipal Election Results declaring Mr. Edwin Anthony Holder elected for the office of Mayor, and Mr. Holder continues to be the Mayor of the Municipality.

- 7 The execution and delivery of the Loan Agreement and the Loan Documents to which the Municipality is a party and the performance by the Municipality of its obligations thereunder do not and will not constitute or result in a violation or a breach of, or a default under (a) its governing legislation and any constating documents; (b) the Transaction By-Law; (c) any agreement to which it is a party; or (d) any judgment, order or decree binding on it.
- 8 The Municipality has complied with all laws, obtained all approvals and made all filings required in connection with the transactions contemplated under the Loan Agreement and the other Loan Documents that are necessary in connection with each Project and required under the Loan Documents to be obtained or made on or prior to the date hereof, including all co-investment commitments, government authorizations and third party approvals (or in lieu of such co-investment commitments, government authorizations and third party approvals, has made arrangements reasonably satisfactory to and confirmed in writing by CMHC).
- 9 This certificate may be executed in any number of separate counterparts and all such signed counterparts will together constitute one and the same certificate. To evidence his or her execution of this certificate, an officer may send a copy of his or her signature on the execution pages hereof to the addressees hereof by facsimile or other means of recorded electronic transmission (including in PDF form) and such transmission shall constitute valid delivery of an executed copy of this certificate to the recipient.

**[remainder of page intentionally left blank]**

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By:

\_\_\_\_\_

**[OFFICER NAME]**

Address:

Email:

**Exhibit A**  
**Transaction By-Law**

**Exhibit B**  
**Incumbency**

<b>Name</b>	<b>Title</b>	<b>Signature</b>

**Exhibit C-1**

**Appointment By-Law: [Name of Officer]**

## **Exhibit C-2**

### **City of London Official Municipal Election Results**

Bill No. 520  
2021

By-law No. A.- \_\_\_\_\_ - \_\_

A by-law to ratify and confirm the Resolution of the Shareholder of London & Middlesex Community Housing Inc.

WHEREAS London & Middlesex Community Housing Inc. is incorporated under the *Business Corporations Act*, R.S.O. c. B.16 (the “BCA”);

AND WHEREAS subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by the shareholders or their attorney authorized in writing to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London provide that a municipality has the capacity, rights, powers and privileged of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 5(3) of the *Municipal Act*, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 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 Resolution of the Shareholder of London & Middlesex Community Housing Inc. (attached as Schedule I) to approve the borrowing under the Credit Agreement among London & Middlesex Community Housing Inc., the Corporation of the City of London, and Canada Mortgage Housing Corporation and the Operating Agreement among the Canada Mortgage Housing Corporation, London & Middlesex Community Housing Inc. and The Corporation of the City of London, and the granting of security under the Account Security Agreement between London & Middlesex Community Housing Inc. and Canada Mortgage Housing Corporation is hereby ratified and confirmed.
2. The Mayor and Clerk are authorized to execute the Resolution of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on November 16, 2021

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Schedule "I"

London & Middlesex Community Housing Inc.

(the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) ( the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorneys authorized in writing entitled to vote at its meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following special resolution, signed by the sole shareholder of the Corporation entitled to vote thereon, is hereby passed pursuant to the Act.

AND WHEREAS pursuant to section 6.4(a)(i) of the Declaration of the Sole Shareholder by The Corporation of the City of London, LMHC shall not create any debt without the approval of the Shareholder;

NOW THEREFORE BE IT RESOLVED AS A RESOLUTION THAT:

1. The Shareholder approves the creation of debt created by the Credit Agreement, attached as Schedule 1 and Operating Agreement, attached as Schedule 2 ("Agreements") between the Canada Mortgage Housing Corporation, the London & Middlesex Community Housing Inc. and The Corporation of the City of London, and the granting of security under the Account Security Agreement

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**The Corporation of the City of London**

By:

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

By:

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

Bill No. 521  
2021

By-law No. A.-7657( )-\_\_\_

A by-law to amend By-law No. A.-7657-4, as amended, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan” in order to repeal and replace Schedule “A” to the by-law.

WHEREAS Section 3.1 of the Emergency Management and Civil Protection Act, R.S.O 1990, c. E.9 (the EMCPA) provides that every municipality shall formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan;

AND WHEREAS the EMCPA requires the municipality and council to implement an emergency management program to protect the public safety, public health, the environment, the critical infrastructure and property and to promote economic stability and a disaster-resilient community;

AND WHEREAS the EMCPA makes provision for the Head of Council to declare that an emergency exists in the community or in any part thereof and also provides the Head of Council with the authority to take such action or deliver such orders as he/she considers necessary and are not contrary to law to implement the emergency plan of the community and to protect property and the health and welfare of the inhabitants of an emergency area;

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

AND WHEREAS Subsection 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. Schedule “A”, being the City of London Emergency Response Plan, to by-law No. A.-7657-4 is hereby repealed and replaced with the attached new Schedule “A”.
2. By-law No. A.-7657(c)-2 is hereby repealed.
3. This by-law comes into effect on the day it is passed.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

# City of London

# Emergency Response Plan



November 2021

[www.london.ca/emergency](http://www.london.ca/emergency)



# CITY OF LONDON EMERGENCY RESPONSE PLAN

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## **1.0 INTRODUCTION**

### **1.1 DEFINITION OF AN EMERGENCY**

The Provincial *Emergency Management and Civil Protection Act* defines an emergency as:

*“An emergency means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise.”*

These situations could threaten public safety, public health, the environment, property, critical infrastructure or economic stability. In order to protect residents, businesses and visitors, the City of London supports a coordinated emergency response by various agencies under the direction of the Municipal Emergency Control Group (Emergency Operations Centre Policy Group). These are distinct arrangements and extraordinary procedures from the normal core services normally delivered by the emergency services.

The City of London Emergency Management and Security Services in conjunction with the Community Emergency Management Program Committee developed this emergency response plan to ensure that all Civic Departments, Service Areas, Boards, Commissions and Municipal Council are prepared to carry out assigned responsibilities in the event of an emergency situation.

The *Emergency Management and Civil Protection Act* requires that the Emergency Response Plan be a risk-based plan, developed and maintained to respond to an emergency. This includes steps to guide the response effort, identify persons, equipment and resources for activation in an emergency and outline how they will be coordinated.

In addition, it is important that residents, businesses and interested visitors be aware of the Emergency Response Plan and its provisions. Copies of the City of London Emergency Response Plan may be viewed on the City of London web site [www.london.ca/emergency](http://www.london.ca/emergency) and are available through the Emergency Management Office.

### **1.2 AIM**

The aim of this plan is to make provision for the extraordinary arrangements and measures that may be required to safeguard property, the environment and the health, safety and welfare of the residents, businesses and visitors of the City of London when faced with an emergency. The response plan enables a centralized controlled and coordinated response to emergencies in the City of London and meets the legislative requirements of the Emergency Management and Civil Protection Act.

### **1.3 AUTHORITY**

The legal authority for London’s Emergency Response Plan is the Provincial Emergency Management and Civil Protection Act, RSO 1990 Chapter E-9. In accordance with the Emergency Management and Civil Protection Act, the following actions were taken with respect to London’s Emergency Response Plan:

- Issued under authority by City of London By-law
- Filed with Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General; and
- For the purposes of the Act and Regulations, London's Municipal Emergency Control Group (MECG) shall be referred to in this plan as the Emergency Operations Centre Policy Group.

## **1.4 EMERGENCY RESPONSE**

Emergency action will include the earliest possible recognition of and response to the situation by all services; the earliest possible establishment of overall control of emergency operations by municipal authorities; the provision of essential aid and assistance for persons affected by the emergency; the recording of decisions taken by Municipal authorities and of costs incurred in relation to the emergency; and the timely distribution of information on the emergency to all services, to the public, the media and senior governments.

When an incident or an emergency can be handled by emergency services in the normal course of routine operations, they are authorized to carry out their respective duties and this plan does not take effect.

When an emergency exists but has not yet been declared, actions may be taken under this emergency response plan as required to protect life, property, environment and the health, safety and welfare of the citizens of the City of London.

When an emergency exists as defined by the act or determined by an emergency service that has major impact on the municipality or the health, safety and welfare of the citizens, the City of London Emergency Operations Centre Policy Group shall be notified of the incident.

## **1.5 LEVELS OF EMERGENCIES**

Emergency levels are defined based on the impact in the following areas:

- Evacuation;
- Impact on infrastructure;
- Threat to/loss of life;
- Impact on essential services;
- Emergency service response; and
- Declared emergency.

It should be noted that, while this plan sets out procedures for major emergencies and disasters, responsibilities outlined in Section 5 are applicable for all levels of emergencies, and whether the EOC Policy Group is convened or not.

There are three levels of emergencies:

### **1.5.1 LEVEL ONE**

#### Criteria:

- Evacuation - large scale evacuation;

- Impact on Infrastructure - all or most roads closed/loss of major municipal facilities, reducing or eliminating essential service;
- Threat to/Loss of Life - major loss of life or threat to a large number of people;
- Emergency Service Response - all or most emergency services involved, impact on coverage;
- Incident Management System used at the site;
- Emergency Operations Centre - activated and/or Policy Group convened; and
- EOC - Full Activation.

### **1.5.2 LEVEL TWO**

Criteria:

- Localized Evacuation - of an area requiring a reception centre or other extra-ordinary measures;
- Impact on Infrastructure - major roadway or facility impacted;
- Disruption to business or industry;
- Threat to/Loss of Life - loss of life is minimal or non-existent. Threat to public may be substantial;
- Emergency Service Response - may or may not affect all essential services, activation of the Operations Section, EIO, etc. (example severe storm);
- Policy Group members may be advised of the incident but not convened;
- EOC - Enhanced Activation; and
- Incident Management used at the site.

### **1.5.3 LEVEL THREE**

Criteria:

- Limited Evacuation - small number of people and for short duration;
- Impact on Infrastructure - secondary roadway closed for short duration;
- Threat to/Loss of Life - threat or loss of life is minimal;
- Emergency Service Response - limited to one or two agencies with short duration response; and
- EOC – Monitoring Activation.

## **1.6 EXERCISING THE PLAN**

The ability to respond under emergency conditions must be assessed under non-emergency conditions. The efficacy of this Plan will be tested as follows:

- Annual testing in accordance with the Emergency Management and Civil Protection Act regulations; and
- A notification exercise to test the alerting network will be conducted as required.

## **1.7 REVIEW AND AMENDMENT**

This Plan will be maintained by the Emergency Management and Security Services. It will be reviewed annually by members of the Community Emergency Management Program Committee. Normal administrative changes will be updated as part of the annual review. Changes that directly impact on the viability of the plan shall be brought to the attention of the City Manager and/or the Senior Leadership Team.

## **1.8 ANNEXES**

- A – EOC Policy Group Contact Lists
- B – Contact and Resource List
- C – Alternate Emergency Operations Centre
- D – Exercise “Snow Ball” Practice Alerting Exercise
- E – Glossary of Terms and Acronyms
- F – EOC Policy Group Alerting System
- G – Flood Plan (E&I)
- H – Emergency Procedures for Major Power Utilities Service Disruptions (London Hydro)
- I – Environmental Spills Response Plan (E&I)
- J – Communications Plan (EIO)
- K – Emergency Social Services Plan (NCWS & SHD)
- L – Hazardous Materials Plan (CEMPC)
- M – Railroad Emergency Plan (CEMPC)
- N – Pandemic Plan (MLHU)
- O – Disaster Recovery Assistance (OFMEM)
- P – Extreme Temperature Protocol (MLHU)

## **2.0 DECLARATION / TERMINATION OF AN EMERGENCY**

### **2.1 DECLARATION OF AN EMERGENCY**

Where serious and extensive steps to protect property and the health, safety and welfare of the public are deemed necessary in managing the emergency, the Mayor or Acting Mayor, on the advice of the EOC Policy Group, may declare that an emergency exists under the provisions of Section 4 of the Emergency Management and Civil Protection Act, R.S.O. 1990 and may designate an area within the City of London as an "Emergency Area."

Upon declaring an emergency, the Mayor may authorize notification to any of the following:

- Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General;
- Members of City Council;
- Neighbouring Community Emergency Management Coordinators, as appropriate;
- The Public;
- Neighbouring community officials, as appropriate;
- Local Members of Provincial Parliament (MPP); and
- Local Members of Parliament (MP).

The mayor (or Designate) will authorize notification to the Solicitor General as mandated under the Emergency Management and Civil Protection Act.

Under such a declaration, the Mayor may authorize any of the following actions:

- Evacuation of buildings within the vicinity considered dangerous to occupants;
- Dispersal of persons judged to be in danger or whose presence hinders emergency operations;
- Discontinuation of any service without reference to other consumers where continuation of service constitutes a hazard within the emergency area;
- Provision of shelter as required and available for residents of the emergency area in need of assistance due to conditions of the emergency;
- Deployment of Municipal personnel and equipment;
- Request assistance from volunteers and other agencies not under Municipal control such as St. John Ambulance, the Salvation Army, Canadian Red Cross, Amateur Radio Emergency Service, London Search and Rescue, Intercommunity Health Care, Community Foundation, snowmobile clubs, local industry; and
- Request assistance from the County of Middlesex and its Constituent Municipalities.

## **2.2 REQUESTS FOR ASSISTANCE**

Assistance may be requested by the City in a declared emergency when needed, under the following guidelines:

- The assistance of Federal and Provincial Ministries may be requested via Office of the Fire Marshal and Emergency Management through the Community Emergency Management Coordinator; and
- Assistance from other municipalities may be requested through the respective head of council and/or through senior staff.

The City Clerk (Planning Section) will maintain a record of requests made for Municipal, Provincial or Federal Government assistance in the emergency.

Direction and control of emergency operations will rest with Municipal authorities except where the Provincial or the Federal Government assumes control.

## **2.3 TERMINATION OF AN EMERGENCY**

A community emergency may be terminated at any time by:

- Mayor or Acting Mayor; or
- City Council; or
- Premier of Ontario.

When terminating an emergency, the Mayor may authorize notification to:

- Office of the Fire Marshal and Emergency Management, Ministry of the Solicitor General;

- Members of City Council;
- County Officials, as appropriate;
- Members of the Media;
- Public;
- Neighbouring community officials, as required;
- Local Members of Provincial Parliament; and
- Local Members of Parliament.

## **2.4 RECOVERY AND RESTORATION OF SERVICES**

### EOC Policy Group

The Policy Group will direct responsibilities for the recovery and restoration of services, the orderly and safe return of citizens to their homes and the clean-up following an emergency situation.

The Deputy City Manager, Environment and Infrastructure (or designate) will be responsible to coordinate this phase of the emergency with support and advice from other agencies as required. Where a spill of hazardous material is involved, the responsibility of the consignor or owner of the material will be considered.

Inspection of dwellings and buildings to ensure safe occupation will also be organized by the Deputy City Manager, Planning and Economic Development with inspection assistance being provided by the Fire Department, London Hydro, Electrical Safety Authority, Middlesex-London Health Unit, and other agencies as required.

### Communications

The Director of Communications acting as the Emergency Information Officer will work with the EOC Policy Group to arrange for the prompt release of information and direction to the public through the media concerning clean-up operations and the occupation of dwellings and buildings. This includes the use of the Public Inquiry Centre to assist with public inquiries.

## **3.0 NOTIFICATION AND ACTIVATION**

### **3.1 NOTIFICATION OF AN EMERGENCY**

Emergency Services personnel are typically first on the scene mitigating the incident during any emergency. When the Police, Fire, EMS, or Engineering Supervisor at the site considers the situation or potential situation beyond the capability of the emergency service to manage or support without outside assistance, he/she will so advise the Chief of Police, the Fire Chief, EMS Chief or the Deputy City Manager of Environment and Infrastructure.

The following EOC Policy Group members (or their alternates), in consultation with the Community Emergency Management Coordinator, will decide if the situation calls for assembly of the EOC Policy Group:

- Chief of Police;
- Fire Chief;
- Paramedic Service (EMS) Chief;
- City Manager, Deputy City Manager;
- Deputy City Manager, Environment and Infrastructure;
- Community Emergency Management Coordinator;
- Medical Officer of Health;
- Deputy City Manager, Neighbourhood and Community-Wide Services and Deputy City Manager, Social and Health Development (Emergency Social Services); and
- Chief Executive Officer, London Hydro.

Based on the scope of the emergency they will determine what EOC members, advisors and support staff are required and if so, will request their attendance through the Community Emergency Management Coordinator.

## **3.2 POLICY GROUP OPERATIONS**

### **Emergency Operations Centre (EOC)**

Emergency Management and Security Services will maintain the Emergency Operations Centre in a state of readiness. This facility is located at the #12 Fire Station in Byron. This is the location where the EOC Policy Group would convene. This centre may be activated at other times to monitor situations that may escalate or for coordination of planned events.

This facility main role is to support the Incident Commander and assist in ensuring service levels to other parts of the Community.

The EOC consists of several rooms:

- **OPERATIONS ROOM** – A large room where operational, planning, logistics, finances/administration is monitored. Information is gathered, collated, evaluated, and disseminated in order to provide situation, status reports and EOC action plans to the EOC Policy Group.
- **POLICY ROOM** – Adjoining the Operations Room, a boardroom that allows the Mayor and City Manager to obtain updates from the EOC Director. The City Manager (Policy Group Chair) determines the membership of the Policy Group, normally senior representatives of the key agencies/departments. The EOC Director is appointed by Policy Group to provide leadership in the Operations Room and consolidate information to provide situation reports and upcoming priorities to the Policy Group. This room can also be used by the Operations Section or EOC Director for Section meetings, while the Policy Group is not in session.
- **BREAK-OUT ROOM** – A smaller meeting room is available for working group or separate task-based discussions.
- **ADMINISTRATIVE AREAS** – Access control and the Amateur Radio station are housed in the front administrative area. The Manager’s Office can also be used as a breakout room.

- COMMUNITY ROOM – A segregated room at the rear of the building can be setup to house the Public Inquiry Centre.

### **Operating Cycle**

Members of the Policy Group will meet at regular intervals to receive situation reports from the EOC Director. The Policy Group Chair will establish the frequency of meetings based on discussions with the EOC Director and the Emergency Site - Incident Commander. Meetings will be kept as brief as possible allowing members to carry out their individual responsibilities. A display board identifying the status of actions will be maintained and prominently displayed in the Operations Room.

The City Manager will chair operating sessions of the Policy Group. The Policy Group will consider strategic decisions and will break to permit members to consult the Operations Room staff, help develop action plans, continuity of government, business continuity and contact others as necessary.

The intent of these conference sessions is to provide an uninterrupted forum for the Policy Group members to update one another and to recommend necessary actions to be taken. The Mayor will join conference sessions when available and confirm extra-ordinary decisions recommended by the Policy Group.

The Policy Group will require support staff to assist and to record key decisions. The CEMC will provide a Scribe to the Policy Group. Members will require staff at the EOC to handle communications to and from their department or agency to the emergency site. It is the responsibility of all members to notify their staff and associated volunteer organizations.

### **EOC Meeting Cycle**

Members of the EOC IMS team will work in their functional sections; EOC Management, Operations, Planning, Logistics and Finance/Administration. The sections will work during an operational period and develop an EOC action planning process:

- Understand Current Situation and build situational awareness;
- Identify Objectives and priorities;
- Develop the EOC Action Plan;
- Obtain Approvals and distribute EOC action plan; and
- Review and Monitor Progress.

## **3.3 SUPPLEMENTARY PLANS**

Separate emergency plans (Annex's or Appendices) are maintained by Service Areas, Boards and Commissions to respond to specific emergency situations. One copy of each such plan should be available in the Emergency Operations Centre and be updated annually by the responsible agency. Copies should also be filed with the Community Emergency Management Coordinator.

## **4.0 EOC POLICY GROUP**

The Emergency Operations Centre Policy Group is responsible for providing immediate and continuing interchange of information, assessment and planning among the officials responsible for emergency operations. Each member will have identified designate(s) to act on their behalf when they are not available. The EOC Policy Group could consist of two groups of officials (depending on the situation) to build the EOC Policy Group:

### **4.1 EOC POLICY GROUP MEMBERSHIP**

The Membership of the EOC Policy Group will be comprised of the following officials:

- Mayor, or Deputy Mayor;
- City Manager, Deputy City Manager or Alternate;
- City Clerk, Deputy City Clerk or Alternate;
- Chief of Police, or Deputies;
- Fire Chief, or Deputies;
- Deputy City Manager, Environmental and Infrastructure or Alternate;
- Deputy City Manager, Neighbourhood and Community-Wide Services and Deputy City Manager, Social and Health Developments or Alternates;
- Medical Officer of Health, or Associate MOH;
- Middlesex-London Paramedic Services Chief, Deputies;
- Director of Strategic Communications and Government Relations or Manager;
- Community Emergency Management Coordinator, or Alternate;
- Hospital(s) Representative or Alternate;
- Chief Executive Officer, London Hydro or Alternate; and
- General Manager, London Transit or Alternate.

Note: in the absence of the primary member the alternate or designate will fulfil their role.

### **4.2 EOC ADVISORS**

The EOC Staffing can be comprised of any or all of the following officials:

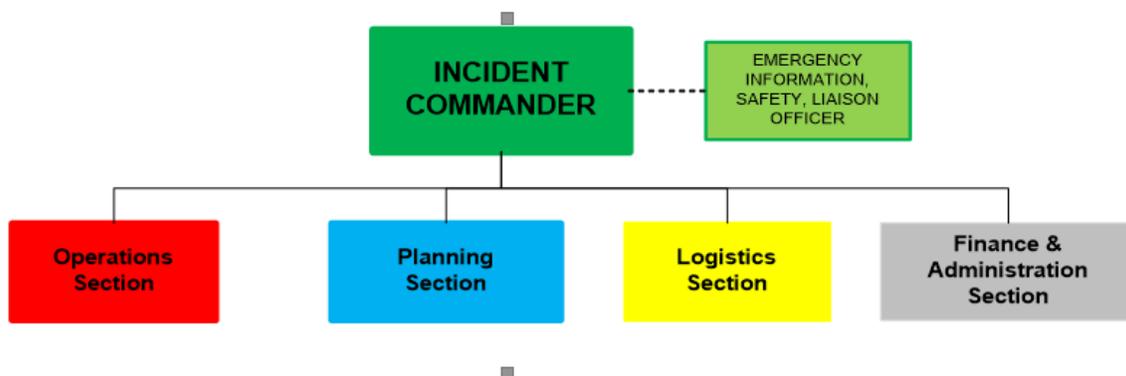
- Director, People Services;
- Deputy City Manager, Planning and Economic Development;
- Deputy City Manager, Finance Supports;
- Deputy City Manager, Enterprise Supports;
- Deputy City Manager, Legal Services;
- Director, Information Technology Services;

- Regional Coroner;
- The Thames Valley District School Board;
- The London District Catholic School Board;
- The Incident Industrial Representative;
- The Ministry of the Environment;
- The Upper Thames River Conservation Authority;
- CN / CP
- Office of the Fire Marshal and Emergency Management Representative;
- Ontario Provincial Police Representative;
- Department of National Defense, Canadian Armed Forces Regional Liaison Officer;
- Liaison staff from Provincial and Federal Ministries; and
- Any other officials, experts, or representatives from the public or private sectors as deemed necessary.

All members of the EOC Policy Group shall designate alternates to act for them in the EOC, in their absence. Alternate designations are noted in Annex A. Some members may also be required to fulfill positions in the EOC Management, Operations, Planning, Logistics and Finance/Administration Sections.

### 4.3 THE INCIDENT COMMANDER

The City of London has utilized standard Emergency Management protocols for many years. The City of London has adopted the Provincial model, using “best practices” the Incident Management System (IMS). In a Complex Incident one agency takes the lead role as Incident Commander (IC) or Unified Command. The IC provides coordination and leadership at the site/scene using the IMS model. This person is normally drawn from the lead agency and other leaders take over directing the operations section. This approach has been advocated in both federal and provincial levels.



## INCIDENT COMMANDER

The Incident Commander (IC) is appointed by those response agencies on site. He/she will usually be from the lead agency (jurisdiction) involved in the specific type of emergency. For example, in a fire incident, an IC from the Fire Department would be appointed. Another officer from the Fire Department would then assume responsibility for fire ground operations. In a criminal incident, the IC would most probably be from London Police.

However, the collaborative decision on which person is most appropriate is based on the Knowledge, Skills and Abilities of the on-scene personnel.

This appointment would be amended or confirmed by the EOC Policy Group if activated. This appointment may be reassessed or transferred as the incident moves from response to recovery.

## COMMAND STAFF

It may be necessary for the Incident Commander (IC) to designate a Command Staff who will provide information, liaison, and safety services for the entire organization at the site, they report directly to the IC.

## EMERGENCY INFORMATION OFFICER

This person develops and releases information about the incident to the news media, incident personnel, city administrative and political leaders, and other appropriate agencies and organizations. He/she supports the IC with media interviews and works with other involved communications personnel to ensure consistent, accurate and timely communications.

## SAFETY OFFICER

The Safety Officer is tasked with creating systems and procedures for the overall health and safety of all responders.

## LIAISON OFFICER

The Liaison Officer serves as the primary contact for organizations cooperating with or supporting the incident response.

## GENERAL STAFF

### OPERATIONS SECTION

The Operations Section implements the incident action plan and is responsible for developing and managing the first responders to accomplish incident objectives set by the Incident Commander. Operations organize, assigns, and supervises all resources assigned to an incident including the staging area. It works closely with other members of the Command and General Staff to assign resources from the following agencies:

London Fire Department;  
London Police Service;  
London - Middlesex Paramedic Service (EMS);  
Environment and Infrastructure (E&I);  
London Transit;  
London Hydro; and  
Other Agencies.

## PLANNING SECTION

The Planning Section at the site develops the Incident Action Plan. It collects, evaluates, analyzes and disseminates emergency information. The planning process includes preparing and documenting the Incident Action Plan and conducts long range contingency planning.

## LOGISTICS SECTION

The Logistics Section coordinates the provision of all resources assigned to the incident. It obtains, maintains and accounts for essential personnel, equipment and supplies.

## FINANCE / ADMINISTRATION SECTION

The Finance/Administration Section provides financial and cost analysis support to an incident.

## RADIO COMMUNICATIONS

Services likely to be at an emergency site include Police Services, Fire Department, Middlesex-London Paramedic Service (EMS), Environment and Infrastructure (E&I), London Hydro and London Transit personnel. They will make every effort to ensure there is an efficient means of communication in place, both to and from the Incident Commander between emergency service groups.

A clear communications link must be established between the Incident Commander and the EOC. This is done using LCOM1 or LIMS 1, the 800 Mhz. common channels. This talkgroup is to communicate key information relative to Command decisions. Each Agency utilizes their own operational channels/tacs to relay information within their own organization

Communications relating to operational decisions should utilize individual agency channels or talk groups to communicate with staff in the Emergency Operations Centre. Agencies must have access to both radios.

## **4.4 RESPONSIBILITIES OF THE INCIDENT COMMANDER**

Coordination by all resources at the emergency site is important to an effective response. The Senior Fire, Police, EMS Supervisor in conjunction with the Environment & Infrastructure (E&I) Supervisor (when applicable) on site will agree who should act as the initial Incident Commander (IC) depending on the nature of the emergency and will advise the Fire Chief and/or Chief of Police, Paramedic Chief respectively.

An on-site "Incident Command Post" will be established by the IC as soon as practical, to bring together supervisors of all emergency services operating at the scene for the purposes of coordinated action. It may also be necessary to establish a resource staging area so that outside resources have a definitive assembling/marshalling point. It will also be necessary to establish an area close, yet in safe proximity, to the emergency site for the media to assemble. The location should be easily identified and located in proximity to the on-scene Incident Command Post.

The Incident Commander, in liaison with the Senior Fire, Police, Paramedic, E&I and other officials on site, is responsible to:

- Implement the Incident Management System
- Direct, control and coordinate the on-site emergency response effort of the Emergency Response Agencies, in accordance with direction from the Senior Officers;
- Maintain contact with the leader of each agency and inform on progress on each;
- Assess the situation, establish an aim and determine the incident action plan;
- In conjunction with Police, Fire, EMS, E&I and other key agencies, establish site layout and an Incident Command Post, including a staging area for additional staff resources for the control and coordination of emergency site operations;
- Establish Emergency Site communications capabilities;
- Establish which agencies/personnel are allowed access past the outer and inner perimeters and advise on-site police;
- In coordination with the Director of Strategic Communications and Government Relations establish an Assistant Emergency Information Officer - Site Media Spokesperson. Request public information support, as required;
- Request the activation of Alert London – mass notification system;
- Request the activation of the EOC and EOC Policy Group for additional support to the site;
- Maintain continuous contact with EOC Director and Operations Section Chief and or Branch Operations to report the operations status at the emergency site and advise of any assistance or other resources required;
- Take such necessary actions to minimize the effects of the emergency;
- When recovery operations are nearing completion, monitor and advise the EOC about agencies preparing to depart the site;
- Maintain a log of all major decisions, instructions, IMS forms and actions taken; and
- Prepare and submit a final report containing operational evaluation of his/her area of responsibility, including recommendations on changes to the Emergency Response Plan and Supplementary Plans.

#### **4.5 INCIDENT MANAGEMENT SYSTEM**

The City of London adopted the Incident Management System (IMS) at the emergency site and has adopted it at the Emergency Operations Centre. IMS is internationally recognized and is endorsed by Office of the Fire Marshal and Emergency Management (IMS 2.0), based on the National Incident Command System (NIMS 2017) and NFPA 1600.

IMS Principles:

Communication;  
Coordination;  
Collaboration; and  
Flexibility.

IMS Characteristics:

1. Common Terminology
2. Management by Objectives
3. Manageable Span of Control
4. Comprehensive Resources Management
5. Establishment and Transfer of Command
6. Chain of Command and Unity of Command
7. Dispatch/Deployment
8. Modular Organization
9. Incident/EOC Action Plan
10. Incident Facilities and Locations
11. Integrated Communications
12. Unified Command
13. Accountability
14. Information and Intelligence Management

IMS consists of five key functions:

1. Command
2. Operations
3. Planning
4. Logistics
5. Finance / Administration

IMS is the standardized emergency response system, which defines the basic command structure and the roles and responsibilities, required for the effective management of an emergency.

#### **4.6 EOC IMS ORGANIZATIONAL STRUCTURE**

The majority of emergency incidents are managed at the site, by the Incident Commander. Incident objectives, strategies and tactics for the site are formulated and directed from the Incident Command Post (ICP). In larger emergencies, onsite responders may require policy, coordination and resources to support site activities by requesting support from the EOC.

An Emergency Operations Centre (EOC) is a pre-designated facility, set up off site, to provide this support. The EOC provides policy direction and support to the site, business continuity. The EOC Director coordinates resources requests from the site(s) and manages all non-site activities.

An EOC may be established by any level of government or the private sector to support individual response agencies or the overall response effort. Emergency Operations Centres are normally activated at the request of the Incident Commander or EOC Policy Group.

When an EOC is activated, the City may establish a EOC Policy Group (formally the Community Control Group), comprised of the head of the organization (e.g. Mayor, City Manager, Deputy City Manager, Directors, Chiefs, etc.) and other senior executive officers, in order to provide the EOC Director with policy direction.

The EOC is organised into five major functions; Management, Operations, Planning, Logistics and Finance/Administration. A diagram of this EOC structure is provided on the next page. The primary responsibilities of each of these functions are described below:

**EOC Management:** Responsible for overall policy and coordination through the joint efforts of government agencies and private organizations. Management includes the EOC Director, Deputy Director, Risk Management Officer, Liaison and Emergency Information Officers.

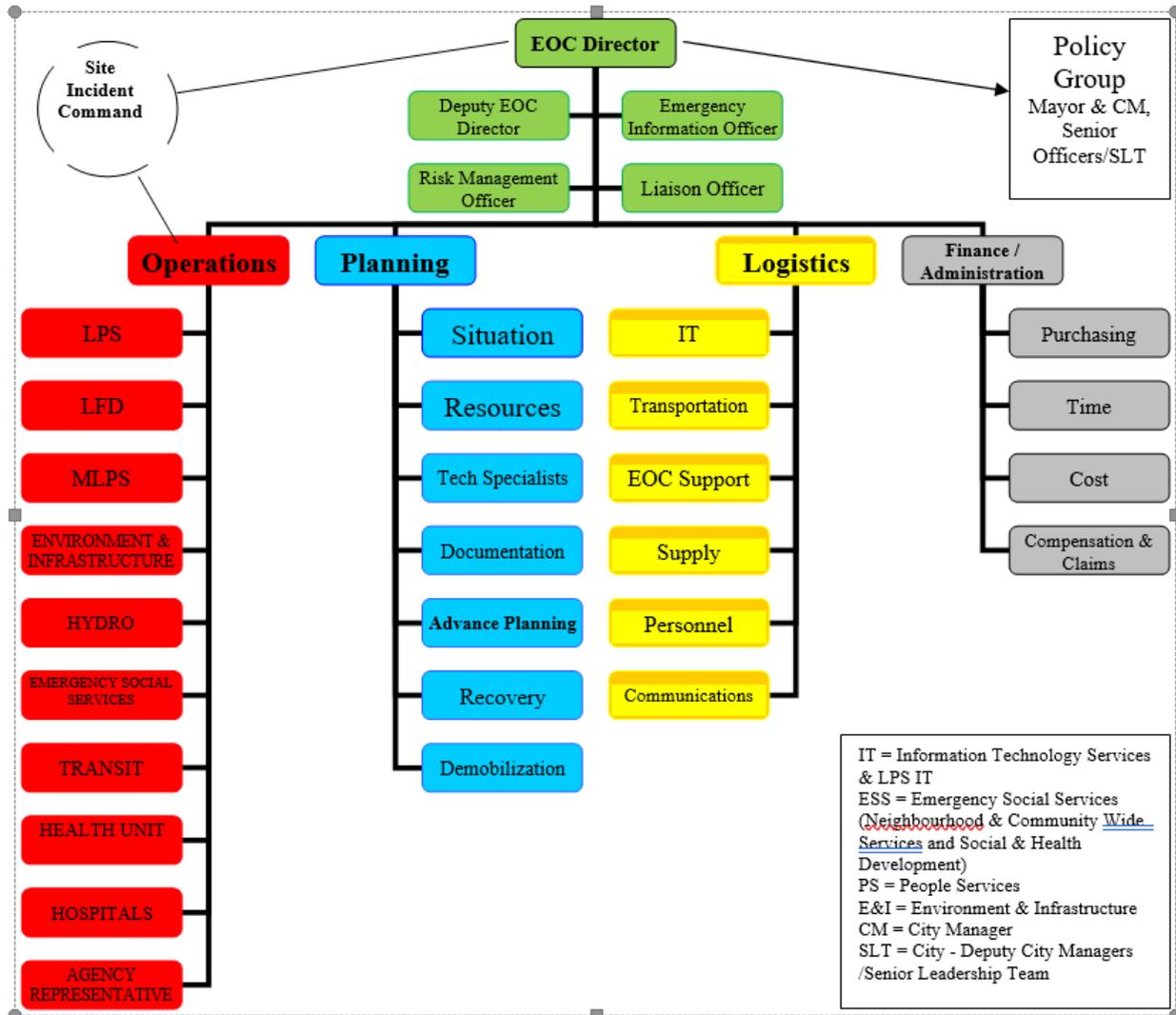
**Operations:** Responsible for coordinating all jurisdictional operations in support of the emergency response through implementation of the EOC Action Plan.

**Planning:** Responsible for collecting, evaluating and disseminating information; developing the EOC's Action Plan and Situation Report in conjunction with other functions; and maintaining EOC documentation.

**Logistics:** Responsible for ensuring the EOC is operational and providing facilities, services, personnel, equipment and materials.

**Finance/Administration:** Responsible for financial activities and other administrative aspects

## EOC IMS ORGANIZATIONAL CHART



More information on IMS in the EOC in chapter 8

## **5.0 RESPONSIBILITIES OF THE EOC POLICY GROUP MEMBERS**

The members of the EOC Policy Group (Municipal Emergency Control Group) are appointed on the annual emergency management program update; Bylaw, the EOC Policy Group are authorized to take the following actions:

- Calling out and mobilizing their respective services, equipment or other agencies as required;
- Supporting the Incident Management System at the site and at the Emergency Operations Centre;
- Designating an Agency representative to the EOC Operations Section as Branch Coordinator;
- Assist in the staffing of the EOC Planning, Logistics, Finance/Administrative Sections;
- Coordinating and directing services and ensuring that any actions necessary for mitigating the effects of the emergency are taken;
- Determining if the location and composition of the EOC are appropriate (and that appropriate advisory and support members are present);
- Advising the Mayor as to whether the declaration of an emergency is recommended;
- Advising the Mayor on the need to designate all or part of the City as an emergency area;
- Ensuring that an Incident Commander (IC) is appointed and confirmed if required;
- Ensuring support to the IC in terms of equipment, staff and other resources as required;
- Discontinuing utilities or services provided by public or private agencies, e.g. hydro, water, gas, closing down a shopping plaza/mall;
- Arranging for services and equipment from outside local agencies;
- Notifying, requesting assistance from and/or liaising with various levels of government and other public or private agencies not under municipal control, as considered necessary;
- Determining if volunteers are required and authorizing requests to identify agencies for assistance;
- Implementing Business Continuity Plans to ensure the delivery of services outside of the emergency area;
- Authorizing transportation arrangements for evacuation or transport of persons and/or supplies;
- Ensuring that pertinent information is promptly forwarded to Communications for dissemination;
- Determining the need to establish advisory groups and/or sub-committees/working groups for any aspect of the emergency including recovery;
- Authorizing expenditure of money required to deal with the emergency;
- Notifying personnel under their direction, of the declaration and termination of the emergency;

- Maintaining a log outlining issues, decisions made and actions taken for submission to the City Manager within one week of the termination of the emergency;
- Requesting activation of the London Alert – emergency mass notification system;
- Participating in the operational debriefing following the emergency; and
- Ensuring support to emergency service personnel and the citizens suffering emotional trauma as a result of critical incident stress.

## **5.1 ELECTED OFFICIALS**

5.1.1 The Mayor is responsible for the following:

- Member of the EOC Policy Group;
- Providing overall leadership to the community;
- Provide advice and information from Councilors;
- Designating specific responsibilities to members of the Policy Group as deemed appropriate and receiving interim reports on a continuing basis for such special areas of concern;
- Representing the City of London with Senior Government officials and making the appropriate notifications;
- Serving as main media spokesperson for the Municipality;
- Determining if and when an emergency is declared;
- Declaring an emergency;
- Ensuring Council members are advised of the declaration and termination of an emergency;
- Ensuring Council members are informed of the emergency situation as per Corporate policy; and
- Declaring termination of the emergency.

5.1.2 The Deputy Mayor is responsible for the following:

- In the absence of the Mayor, the Deputy Mayor will assume the duties of the Mayor; and
- In the absence of the Deputy Mayor, the Alternate Deputy Mayor will assume the duties of the Mayor.

5.1.3 City Councillor's are responsible for the following:

- Councillors may be appointed as Alternate Deputy Mayor;
- Adopt by by-law the City of London's Emergency Management Program;
- Approve at council the City of London's Emergency Response Plan, including any amendments;
- Reinforce emergency preparedness messages to their constituents;

- Consider receiving training in emergency management and the Incident Management System provided by the City;
- Refer questions from the public to the City's Public Inquiry Centre, which may be operational during an emergency;
- When receiving calls from their constituents, Councilors can compile issues and concerns to share with the Mayor that will be passed on to the EOC Director and Emergency Information Officer;
- If calls from the media are received by a Councillor, then the information should be forwarded to Corporate Communications/Emergency Information Officer; and
- When the EOC is activated, it is important to note that information should not be posted on websites and social media sites that have not been approved for release by the EOC Director.

## **5.2 CITY MANAGER**

The City Manager, Deputy City Manager(s) or designate is responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Act as the Emergency Operations Centre Director; assign the Command Staff and General Staff Chiefs in the EOC. Activate the Operations, Planning, Logistics and Finance / Administration Sections;
- Chairing Policy Group meetings, determining the meeting cycle and agenda during emergencies or other meeting;
- Act as Chief Advisor to the Mayor on policies and procedures as appropriate;
- Ensuring a master event log is made recording all important decisions and actions taken by the EOC and EOC Policy Group;
- Approving, in conjunction with the Mayor, major announcements and media releases prepared by Communications; and
- Ensuring that a communications link is established between the EOC and IC.

## **5.3 CITY CLERK**

The City Clerk or designate is responsible for the following:

- Member of the EOC Policy Group;
- Assisting the City Manager and/or EOC Director as required;
- Advising the EOC Policy Group in matters of: bylaws and protocols, governing Council;
- If assigned by the EOC Director, act / assign the Finance / Administration Section Chief. Activate the Finance/Admin Section in the EOC; be prepared to assist in the Operations, Planning and Logistics Section.
- Recording emergency expenditures authorized by the EOC Policy Group;

- Maintain a record of requests made for Municipal, Provincial or Federal Government assistance in the emergency; and
- Upon direction of the Mayor, arranging special meetings of Council; and advising Councillors of the time, date and location of the meetings.

## 5.4 CHIEF OF POLICE

The Chief of Police or deputy will have the following responsibilities in addition to the normal responsibilities of the Police Service:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Alerting persons endangered by the emergency and coordinating evacuation procedures;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and inform the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Police Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the Senior Police on scene;
- Where applicable, establish and/or secure the inner perimeter of the emergency scene;
- Where applicable, establish the outer perimeter in the vicinity of the emergency to facilitate the movement of evacuees, emergency vehicles and to restrict access to all but essential emergency personnel;
- As feasible, provision of the police mobile command vehicle to serve as the multi-agency incident command post;
- Initiating traffic control to facilitate the movement of emergency vehicles and services;
- Provision of facilities for the City's, third alternate Emergency Operations Centre at Police Headquarters;
- Authorizing movement of the primary EOC to the alternate EOC location;
- Providing communications support, and information on the emergency to the Policy Group;
- Arranging for additional Police assistance when necessary;
- Evacuation of buildings or areas as authorized by the Mayor (IC/EOC Director), or the immediate evacuation of residents from a building or area for urgent safety reasons on the decision of the Senior Police Officer on scene in consultation with Fire Services where appropriate, and notifying the EOC or City Manager and the Deputy City Manager of Neighbourhood and Community-Wide Services of such actions;
- Arranging for the maintenance of order in any emergency reception centre, morgue and other facilities established by the EOC;
- Notifying the coroner of fatalities;
- Ensure the protection of life and property and the provision of law and order;

- Securing the emergency site to protect evidence so that subsequent investigation by other agencies is not hindered, for example an aircraft crash site; and
- Liaising with other municipal, provincial and federal law enforcement/intelligence agencies as required. The Chief of Police will ensure that the OPP Western Region Duty Officer is kept informed of any emergency situation in or affecting the City of London, so that current information on the emergency will be on hand at OPP General Headquarters.

## **5.5 FIRE CHIEF**

The Fire Chief or deputy will have the following responsibilities in the emergency in addition to the normal responsibilities of the London Fire Department:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Providing the EOC with information and advice on firefighting and rescue matters;
- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Fire Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the Senior Fire official on scene;
- Informing Mutual Aid Fire Chiefs and/or initiating mutual aid arrangements for the provision of additional firefighters and equipment, if needed;
- Determining if additional or special equipment or capabilities are required and recommending possible sources of supply, e.g. breathing apparatus, protective clothing;
- Determining the level and nature of Mutual Aid Fire assistance to provide to neighbouring communities when requested;
- Providing support to non fire fighting operations if necessary, e.g. rescue, casualty collection, evacuation;
- Maintaining plans and procedures for dealing with spills of hazardous material from the viewpoint of public safety, prevention of explosions and the spread of noxious fumes; and
- Providing advice to other City Services as required in the emergency.

## **5.6 DEPUTY CITY MANAGER OF ENVIRONMENT AND INFRASTRUCTURE**

Deputy City Manager, Environment and Infrastructure or designate are responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;

- Depending on the nature of the emergency, providing the Incident Commander at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Engineering Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section;
- Establishing an ongoing communications link with Senior E&I on the scene of the emergency;
- Maintaining communications with public works representatives from neighbouring communities to ensure a coordinated response;
- Ensuring provision of engineering assistance;
- Maintaining and repairing sanitary sewage and water systems;
- Providing emergency potable water, supplies and sanitation facilities as required by the Medical Officer of Health;
- Liaising with public utilities to disconnect any services representing a hazard to the public and/or arranging for the provision of alternate services or functions;
- Liaising with the Upper Thames River Conservation Authority regarding flood control, conservation and environmental matters;
- Arranging for snow or building debris clearance on an emergency basis so that vehicle movement can be maintained;
- Developing and implementing a plan for the removal and disposal of debris;
- Arranging for procurement of special purpose vehicles/equipment not in City inventory;
- Obtaining advice from the Chief Building Official on the structural safety of any buildings affected by the emergency and take action as required under the Building Code Act;
- Arranging for the demolition of unsafe structures as required;
- Maintaining flood plans including river watch in liaison with the Upper Thames River Conservation Authorities and the weather services, when required;
- Maintaining procedures and plans for Environment and Infrastructure response to spills of hazardous and environmentally damaging materials including containment, neutralizing and clean-up, upon advice from the Fire Department as to the material involved and the remedial action required;
- Arranging for repair of the water distribution system in case of ruptured mains in order to restore availability of water for fire-fighting purposes;
- Providing assistance to accomplish tasks as requested by London Police to support evacuations; and
- Arrange for the provision of forestry crews as required.

## **5.7 DEPUTY CITY MANAGER OF NEIGHBOURHOOD AND COMMUNITY-WIDE SERVICES AND SOCIAL AND HEALTH DEVELOPMENT**

The Deputy City Manager of Neighbourhood and Community-Wide Services and/or Deputy City Manager, Social and Health Development or designate is responsible for the following:

- Member of the EOC Policy Group;
- Emergency Social Services lead;
- Activating the EOC Policy Group notification system, when applicable;
- Ensuring the well-being of residents who have been evacuated from their homes by arranging emergency lodging, clothing, food, registration, inquiries and other personal services;
- Activation of the Emergency Social Services Plan;
- Coordinating the opening and operation of temporary and/or long-term reception/evacuation centres and ensuring adequate staffing;
- If assigned by the EOC Director, activate the Emergency Social Services Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section.
- Liaising with the EOC with respect to the designated reception/evacuation centres that can be opened on short notice;
- Liaising with the Medical Officer of Health on areas of mutual concern regarding operations in reception centres;
- Liaising with the Ministry of Children, Community and Social Services;
- Liaising with volunteer organizations (non-government organizations) in regards to providing staff for registering the public in reception centres and providing clergy to the site; and
- Notifying Western Fair and London school boards when their facilities are required as reception centres.

## **5.8 MEDICAL OFFICER OF HEALTH**

The Medical Officer of Health or designate will have the following responsibilities:

- Member of the EOC Policy Group;
- Activate EOC Policy Group notification system in the event of a health emergency;
- Acting as a coordinating link for all emergency health services at the EOC;
- If assigned by the EOC Director, act / assign the Operations Section Chief, activate the Health Unit Branch of the Operations Section in the EOC, be prepared to assist in the Planning and Logistics Section.
- Depending on the nature of the emergency, assigning the Incident Commander at the Emergency Site and informing the EOC;
- Liaising with the Ontario Ministry of Health, Public Health Branch;
- Establishing an ongoing communications link with the senior health official at the scene of the emergency;
- Liaising with senior EMS representatives, hospital officials, relevant health care organizations (i.e. Southwest Local Health Integration Network, the Ministry of Health and relevant government agencies);

- Providing authoritative instructions on health and safety matters to the public through Communications;
- Coordinating the response to disease related emergencies or anticipated emergencies such as epidemics, according to the Ministry of Health policies;
- Coordinating care of bed-ridden and special needs citizens at home and in reception centres during an emergency;
- Liaise with Local Health Integration Network
- Liaising with voluntary and private health care agencies, as required, for augmenting and coordinating public health resources;
- Coordinating efforts towards prevention and control of the spread of disease during an emergency;
- Notifying the Environment and Infrastructure and City Engineer regarding the need for potable water supplies and sanitation facilities;
- Liaising with the Emergency Social Services on areas of mutual concern regarding health services in reception centres;
- Providing advice to the Mayor and the EOC Policy Group on health matters;
- When advised by emergency services of an emergency situation involving hazardous substances or any threat to public health, providing advice for the safety of emergency service workers and activities to reduce the adverse affects on the public health;
- Directing precautions in regard to food and water supplies when warranted;
- Arranging for mass immunization where required; and
- Notifying other agencies and senior levels of government about health-related matters in the emergency.

## **5.9 PARAMEDIC SERVICE (EMS) CHIEF**

The Middlesex-London Paramedic Service (MLPS) Chief or deputy or designate is responsible for the following:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Providing information on patient care activities and casualty movement from the emergency site;
- If assigned by the EOC Director, activate the Ambulance (EMS) Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section.
- Establishing an ongoing communications link with the EMS official at the scene of the emergency;
- Liaising and obtaining EMS resources from the Provincial Ministry of Health Emergency Health Services Branch, Senior Field Manager or On Call EMS Superintendent and from other municipalities for support if required;

- Liaising with the London Central Ambulance Communications Centre regarding patient status, destination, and department case load;
- Organizing the EMS response to assist and coordinate actions of other Social Service agency EMS branches (i.e. patient transport services, and other transportation providers);
- Advising the EOC if other means of transportation are required for large scale responses;
- Obtain EMS Mutual Aid assistance as required for both land and air based patient transport;
- Assist with the emergency evacuation when required;
- Ensure balanced emergency EMS coverage is available at all times throughout the community;
- Liaising with the receiving hospitals; and
- Liaising with Police, Fire, Coroner and Medical Officer of Health, as required.

## **5.10 DIRECTOR OF STRATEGIC COMMUNICATIONS AND GOVERNMENT RELATIONS EMERGENCY INFORMATION OFFICER (EIO)**

The Director of Strategic Communications and Government Relations or designate; responsibilities include:

- Member of the EOC Policy Group;
- Establishing a communications link with the Community Spokesperson (s) and any other media coordinator(s) (i.e., provincial, federal, private industry, hospitals, etc.) involved in the incident;
- Implementing the Emergency Communications Plan;
- Designate an Emergency Information Officer (EIO) for the EOC
- If assigned by the EOC Director, designate the Emergency Information Officer at the Site and Assistant EIO's in the EOC; be prepared to assist in the Operations and Planning Section.
- Ensuring that all information released to the public is timely, full and accurate;
- Ensuring an Emergency Information Centre is set up and staffed for the purpose of disseminating information to the media;
- Ensuring media releases/PSAs are approved by the Mayor prior to dissemination;
- Handling inquiries from the public and media;
- Coordinating individual interviews and organizing press conferences;
- Ensuring a Public Inquiry Centre is set up (if necessary) to process email and/or phone inquiries;
- Ensuring a Public Inquiry Centre Supervisor is designated and to liaise often with this Supervisor regarding the nature of inquiries;
- Distribute media releases/PSAs to the EOC, Public Inquiry Centre Supervisor and other appropriate key persons;

- Ensuring the public is advised of the Public Inquiry Centre phone number(s) through public service media announcements;
- Monitoring news coverage and social media and correcting any erroneous information;
- Maintaining copies of media releases pertaining to the emergency; and
- Ensure information notification protocols for Elected Officials are exercised.

## **5.11 COMMUNITY EMERGENCY MANAGEMENT COORDINATOR (CEMC)**

The Community Emergency Management Coordinator or alternate responsibilities include:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Ensuring Alert London – Mass Notification System and EOC Policy Group contact lists are kept up to date, for EOC activation;
- Ensuring the email lists and cell phone, electronic device applications are utilized to supplement telephone call-out system;
- Providing advice and support to the Incident Commander and initial responders including liaison with appropriate agencies, service areas and departments;
- Assisting with the decision making process to determine whether to activate the EOC Policy Group notification system when applicable;
- Preparing and arranging the Emergency Operations Centre in readiness to activate;
- If assigned by the EOC Director, act as Deputy EOC Director, assign a Liaison Officer, activate the Incident Management System in the EOC, be prepared to assist in the Operations, Planning, Logistics and Finance/Administration Sections and EOC Support;
- Ensuring EOC Policy Group members have all plans, resources, supplies, maps and equipment;
- Ensuring that a communications link is established between the EOC and Site;
- Providing advice and clarification regarding the London Emergency Response Plan;
- Lead contact between the Municipality and Office of the Fire Marshal and Emergency Management (OFMEM);
- Liaising with Provincial and Federal agencies as required;
- Liaising with support agencies (i.e., Red Cross, St. John Ambulance, Salvation Army, Amateur Radio Emergency Service) as required;
- Addressing any action items that may result from the activation of the London Emergency Response Plan;
- Maintaining logs for the purpose of debriefings and post emergency reporting;
- Acting as Deputy EOC Director, EOC Director and/or Liaison Officer to the EOC as required, provide members for the EOC Support Unit;
- Advising on the implementation of the City of London emergency plans;

- To initiate arrangements with telephone authorities for priority attention to key municipal offices;
- Arranging the provision of administrative staff to assist in the EOC, as required;
- Maintaining plans in place, for the alternate EOC at City Hall and alternate back up at LPS HQ, for use by the EOC as outlined in Annex C of this plan;
- Providing a process for registering EOC and EOC Policy Group members; and
- Forwarding all Provincial Media releases to the Director of Communications (EIO).

## **5.12 HOSPITALS REPRESENTATIVE**

London Hospitals' work collaboratively together on their Emergency Management programs. They would send a representative to attend the EOC Policy Group and EOC Operations Section provide direct liaison to the hospitals' control groups.

Providing information on overall hospital capacity, patient care activities and casualty movement at the hospitals including decontamination status for CBRNE events;

- If assigned by the EOC Director, assist the Hospital Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section;
- Liaising with the Ambulance Communications Centre and EMS regarding patient status, destination, and department case load;
- Activating their emergency plans as appropriate;
- Establishing ongoing communications links with the hospital control groups;
- Liaising and obtaining hospital resources from the Provincial Ministry of Health, Emergency Health Regulatory and Accountability, and from other hospitals for support if required;
- Ensure communication regarding availability of essential hospital services occurs at all times throughout the community; and
- Liaising with Police, Fire, Coroner and Medical Officer of Health, Community Care Access Centre, and Southwest Local Health Integration Network (LHIN) as required.

## **5.13 CHIEF EXECUTIVE OFFICER, LONDON HYDRO**

The Chief Executive Officer, or designate London Hydro responsibilities include:

- Member of the EOC Policy Group;
- Activating the EOC Policy Group notification system, when applicable;
- Monitoring the status of power outages and customers without services;
- Providing updates to the EOC on power outages, as required;
- Depending on the nature of the emergency, providing the Operations Section Hydro resources at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, activate the Utilities Branch of the Operations Section in the EOC; be prepared to assist in the Planning and Logistics Section;

- Liaising with the Independent Electrical System Operators regarding local and global power outage issues;
- Monitoring service status to inform customers relying on home medical equipment, (i.e., oxygen, dialysis machines);
- Providing assistance with accessing generators for essential services or other temporary power measures;
- Arranging to discontinue electrical services to any consumer where considered necessary in the interest of public safety;
- Maintaining plans in place for alternative electrical service, where necessary, and for the priority restoration of affected services as dictated by emergency needs of City services and other essential users;
- Arranging for the clearance of power lines and fallen trees on emergency routes in order that emergency response personnel have access to perform their duties;
- Establishing procedures and maintaining plans for emergency response to transformer oil leaks and for the coordination of response efforts by other departments and agencies in such situations; and
- Assisting with post-disaster clean-up and restoration of services.

#### **5.14 GENERAL MANAGER, LONDON TRANSIT**

The General Manager, or designate London Transit responsibilities include:

- Member of the EOC Policy Group;
- Co-ordination of evacuation transportation resources;
- Responding as directed by London Police and/or the EOC regarding the utilization of transportation resources under emergency evacuation conditions;
- Depending on the nature of the emergency, providing the Operations Section transportation resources at the Emergency Site and informing the EOC;
- If assigned by the EOC Director, activate the Transportation Unit of the Logistics Section; and /or Transportation Branch of the Operations Section, in the EOC, be prepared to assist in the Planning Section.
- Coordinating the acquisition, distribution and scheduling of various modes of transport (i.e. public transit, school buses, etc.) for the purpose of transporting persons and/or supplies, as required in an emergency;
- Procuring staff to assist with transit issues, as required;
- Ensuring that a record is maintained of drivers and operators involved;
- Establishing an emergency availability system for all transportation vehicles according to time of day, excluding London Central Ambulance Communications Centre (L.C.A.C.C) dispatched vehicles which will remain the responsibility of the L.C.A.C.C., and
- Provide transportation support for on-site emergency responders as required.

## **6.0 RESPONSIBILITIES OF EOC ADVISORS**

### **6.1 DIRECTOR, PEOPLE SERVICES**

The Director, People Services (Human Resources) is responsible for the following:

- If assigned by the EOC Director, act as the Risk Management Officer in the EOC
- Assisting with providing necessary staff to help with emergency operations by matching employees' skills with required job (prior to an emergency). Obtaining, recording and maintaining an inventory of employee skills and limitations related to emergency operations, to be verified through the EOC Policy Group and support staff;
- Coordination of staff information hotline and internal Corporation of the City of London communications in conjunction with Emergency Management;
- Ensuring safe workplace practices are followed and that appropriate safeguards are in place to protect staff and volunteers. Advising the EOC Policy Group on matters concerning Occupational Health and Safety legislation;
- Advising the EOC Policy Group on legislative and collective agreement aspects of the response. Make recommendations to ensure staff are fairly compensated for extra-ordinary efforts. Work with Union leadership to address any issues arising during the incident.
- Providing identification cards to staff, volunteers and temporary employees when required;
- Providing personal assistance to those employees who are impacted by the emergency. Establishing the necessary support services to allow employees to continue to report to work during the emergency (i.e. daycare, elder care, food services, rest areas, etc.);
- Recommendation to the EOC Policy Group on alternate work schedules, site, telecommuting, etc. in the event that City facilities are impacted;
- Ensuring that records of human resources and related administrative issues that cover financial liability are completed;
- Arranging Critical Incident Stress Debriefing Teams and employee counseling services to respond to the needs of municipal emergency response staff and registered volunteers, during and post emergency, as required; and
- Providing additional staff to the EOC, as required.

### **6.2 DEPUTY CITY MANAGER, PLANNING AND ECONOMIC DEVELOPMENT**

The Deputy City Manager, Planning and Economic Development or alternate will:

- Where possible, inspect buildings for visual assessment of damage and advise if any dangerous or unsafe conditions exist; If necessary, retain or request the owner to retain the services of a professionally qualified engineer to determine the structural adequacies of the structure;
- Obtaining advice from the Chief Building Official on the structural safety of any buildings affected by the emergency and take action as required under the Building Code Act;

- Arranging with London Police for building evacuation where appropriate;
- Providing advice on the structural safety of any buildings affected by the emergency in liaison with the Chief Building Official and arranging with London Police for building evacuation where appropriate;
- Coordinating action for the recovery and restoration of services as outlined in the London Emergency Response Plan, including the inspection of homes and buildings for safe re-occupation where required;
- Providing technology services personnel to assist with geomatics, mapping needs of the EOC and EOC Policy Group;
- Providing advice on Bylaw, licensing and compliance to the EOC Director;
- Issue orders as necessary for remedial actions to be undertaken; and
- Proceed with any actions as necessary to “make safe” any building or structure.

### **6.3 DEPUTY CITY MANAGER, FINANCE SUPPORTS**

The Deputy City Manager, Finance Supports responsibilities includes:

- Co-ordinate financial management of the emergency;
- Ensure necessary purchasing and stores support is available to support the incident;
- Assisting the EOC Director, if assigned by the EOC Director, assign a Finance/Administration Section Chief;
- Providing information and advice on financial matters related to the emergency; and,
- Ensuring that records of expenses are maintained for future claim procedure.

### **6.4 DEPUTY CITY MANAGER, LEGAL SERVICES**

The Deputy City Manager, Legal Services responsibilities includes:

- Co-ordinate legal management of the emergency;
- Ensure necessary support is available to the Policy Group, EOC and emergency site;
- Assisting the EOC Director, if assigned by the EOC Director, assign a Legal/Risk Management Officer; and
- Providing information and advice on legal matters related to the emergency.

### **6.5 DEPUTY CITY MANAGER, ENTERPRISE SUPPORTS**

The Deputy City Manager, Enterprise Supports responsibilities includes:

- Co-ordinate support to emergency management and EOC operations;

- Ensure necessary support is available to support the incident;
- Assisting the EOC Director, if assigned by the EOC Director, assign a Liaison Officer; and
- Providing information and advice on matters related to the emergency.

## **6.6 DIRECTOR, INFORMATION TECHNOLOGY SERVICES**

The Director, Information Technology Services is responsible for the following:

- Providing information technology services personnel to assist with telecommunications, computer, LAN and GIS needs of the EOC and EOC Policy Group;
- Assisting the EOC Director, if assigned by the EOC Director, assign a IT unit leader in the Logistics Section and emergency city mapping; and
- Provide co-ordination with London Police IT services in the EOC.

## **6.7 REGIONAL CORONER**

When the Regional Coroner is called upon to join the EOC, the following responsibilities will be carried out:

- Providing information on the handling of fatalities;
- Liaising with London Police Service regarding victim identification and evidence gathering/preservation;
- Liaising with the Medical Officer of Health regarding associated health risks to emergency responders and the public;
- Arranging for adequate staffing to deal with the situation;
- Advising the Mayor/City Manager regarding information to be released to the media; and
- Providing information with respect to the establishment of a temporary morgue.

## **6.8 THE THAMES VALLEY DISTRICT SCHOOL BOARD AND THE LONDON DISTRICT CATHOLIC SCHOOL BOARD**

When the Boards of Education are called upon to join the EOC Policy Group, they will provide liaison officer(s) who will have the following responsibilities:

- Provide the EOC with information with respect to the Boards action to ensure the safety and well-being of their students;
- Providing school facilities (as appropriate and available) for use as public information and/or reception centres as required;

- Provide staffing to coordinate the maintenance, use, and operation of the facilities being used as public convergence/assembly and/or reception centres; and
- Act as liaison between the Boards of Education to keep them informed of EOC Policy Group decisions that will impact the Boards activity.

## **6.9 OFFICE OF THE FIRE MARSHAL AND EMERGENCY MANAGEMENT**

Office of the Fire Marshal and Emergency Management (OFMEM) can assist with facilitating access to Provincial and Federal agencies and resources. OFMEM can provide advice on managing an emergency and provide information and access to additional private and public agencies that may assist in the management of the emergency. OFMEM can deploy field officers to provide advice and assistance to the Policy Group and also ministry staff from the MCS&CS communications branch to assist with emergency public information. Access to OFMEM is through the CEMC, who should notify the Provincial Emergency Operations Centre of all major incidents.

## **6.10 INCIDENT INDUSTRIAL REPRESENTATIVE**

When the emergency has been caused by an industrial accident, the EOC may request that the company involved provide the EOC with an advisor.

## **6.11 DND – REGIONAL LIASION OFFICER**

A Canadian Armed Forces Regional Liaison Officer will provide a link between the community and local Department of National Defence resources in London; including 31 Canadian Brigade Group and HMCS Prevost.

## **6.12 ADDITIONAL E.O.C. ADVISORS**

Dependent upon the nature of the emergency, the EOC may require further consultation from, but not limited to, the following internal and external agencies;

### External

Ministry of the Environment  
 Ministry of Community and Social Services  
 Ministry of Municipal Affairs and Housing  
 Ministry of Health and Long-Term Care  
 Ontario Provincial Police  
 Ministry of Transportation  
 Upper Thames River Conservation Authority  
 Transport Canada  
 London International Airport  
 Canadian National/Canadian Pacific Railroad  
 Western University  
 Fanshawe College

## **7.0 OTHER AGENCIES AND ORGANIZATIONS**

### **7.1 LONDON CENTRAL AMBULANCE COMMUNICATIONS CENTRE**

The Ambulance Communications Centre is responsible for the dispatch of ambulances in London and Middlesex County operating 24 hours per day, 7 days per week.

### **7.2 ST. JOHN AMBULANCE**

Southwestern Ontario Branch of the St. John Ambulance Community Services Unit has resources in first aid and emergency reception centre medical support. St. John Ambulance will respond to requests from the Emergency Services or the EOC. St. John Ambulance resources are staffed by volunteers and their response is governed by the availability for duty of volunteers.

### **7.3 THE SALVATION ARMY**

The Salvation Army has emergency resources for public welfare, short term accommodation, clothing, feeding, mobile canteen, emergency responder critical incident stress issues, and emergency reception centre support and will respond within their budgetary capabilities when requested by the EOC. The Salvation Army is also prepared to arrange for clergy assistance, emotional and spiritual care personnel at a disaster site or at reception centres when called upon by Police or Fire authorities (IC) or by the (Emergency Supervisor On Call), or Managing Director of Neighbourhood, Children and Fire Services or Delegate.

### **7.4 CANADIAN RED CROSS**

The London and Middlesex Branch of the Canadian Red Cross is prepared to provide Red Cross assistance to the community in the form of a registration and inquiry service as described in the Public Health Agency of Canada "Registration and Inquiry Manual". This service will assist the public in locating immediate relatives who have left their homes as a result of the emergency. Inquiry services may be operated from outside the disaster area in accordance with Red Cross standard operating procedures. Registration and inquiry services will be provided at the request of the (Emergency Supervisor on Call), or the Deputy City Manager, Neighbourhood and Community Wide Services and or Social and Health Development or Designate.

### **7.5 AMATEUR RADIO EMERGENCY SERVICE**

The Amateur Radio Emergency Service (A.R.E.S.) is the volunteer group which coordinates amateur radio in the London-Middlesex area. They are prepared to establish and maintain emergency radio communications for any purpose required, including assisting Red Cross with registration and inquiry services at reception centres, communications between London hospitals, to supplement municipal communications resources, and to establish a Shadow Network of backup communication paths. Radio operators can deploy mobile and portable radios throughout the area to supplement existing radio networks. An A.R.E.S. control station can be activated at the EOC in a major emergency at the request of the CEMC. Other stations are available at the Middlesex London Health Unit, the London Police Community Command Vehicle, and any location that is reachable by car.

## **7.6 FEDERAL GOVERNMENT AGENCIES**

Federal resource assistance should be accessed through Office of the Fire Marshal and Emergency Management - Provincial Emergency Operations Centre. The financial burden for Federal resource assistance requests made directly from the municipality is born by the Municipality.

## **7.7 BELL CANADA**

Bell Canada is aware of key emergency personnel and departments, and will ensure that these telephones are given priority attention in maintenance and restoration of service in emergency situations. Bell Canada can provide additional emergency telephone lines if the incident has not caused major disruption to their installed services. They also have a telephone and radio equipped mobile command post which can be positioned at emergency sites to augment the City's telecommunications capability.

## **7.8 ENBRIDGE GAS**

Enbridge Gas Limited (Union Gas Limited) has emergency plans in place, personnel and equipment available to handle the restoration of gas mains and services in an emergency when contacted by City Emergency Services.

## **7.9 LONDON INTERCOMMUNITY HEALTH CENTRE**

The InterCommunity Health Centre has emergency resources for public welfare, triage, medical care, medications/prescriptions, emergency reception centre support and will respond when requested by the Emergency Operations Centre Policy Group.

## **7.10 LONDON COMMUNITY FOUNDATION**

In the event of an emergency situation affecting the City, the London Community Foundation has agreed to take on the role of coordinating donation management. To facilitate this important and supportive role, the Foundation will work closely with the City to continually ensure there are efficient policies and processes in place.

## **8.0 INCIDENT MANAGEMENT SYSTEM IN THE EOC**

The London Emergency Response Plan adopts the principles of the Incident Management System (IMS) from the Ontario IMS Guidance Version 2.0. Based on the five key functions that must occur during any emergency situation, IMS can be used for any size or type of emergency to manage response personnel, facilities and equipment. Principles of the Incident Management System include the use of common terminology, modular organization, integrated communications, unified command structure, EOC action planning, manageable span of control, personnel accountability, unity and chain of command, management by objectives and comprehensive resource management.

The Emergency Operations Centre consists of the IMS five major functions Management, Operations, Planning, Logistics, Finance/Administration Sections and the EOC Policy Group. (formally known as the Municipal Emergency/Community Control Group).

### **Response Goals**

The following response goals are applied to all emergency situations:

- Provide for the health and safety of all responders;
- Save lives;
- Reduce suffering;
- Protect public health;
- Protect government/critical infrastructure;
- Protect property;
- Protect the environment;
- Reduce economic and social losses; and
- Maintain public confidence.

## **8.1 POLICY GROUP**

When an EOC is activated, the Municipal Emergency Control Group and local authorities may establish a Policy Group comprised of the head of the local authority (e.g. Mayor) and other elected officials and senior executive officers in order to provide the Incident Commander and EOC Director with policy direction. An example of this level of policy direction is the declaration of a “state of emergency”. The Policy Group is responsible for executing the emergency response plan and making decisions on issues not covered in the London Emergency Response Plan (LERP). This group decides whether to declare or cancel a Declaration of Emergency. It is also responsible for the continuity of government and business continuity plans for the City of London. It is responsible, through emergency information staff, for ensuring that the public is informed during an emergency. Members of the policy group are found on page 14 of the plan.

### **Roles and Responsibilities:**

- Provide overall policy direction;
- Changing/amending bylaws or policies;
- Could request Municipal/Provincial level assistance;
- Declare a State of Local Emergency;
- Declare termination of State of Local Emergency; and
- Acting as an official spokesperson.

## 8.2 EOC MANAGEMENT

### Management Section

The Management Section is responsible to provide, for the overall management and coordination of site support activities and consequence management. Coordination through the joint efforts of the EOC, City, government agencies and private organizations. Coordination between EOC sections and between the site.

The EOC Management Section consists of the following positions:

EOC Director (City Manager, CEMC, City Senior Leadership Team and/or Chiefs)

Deputy EOC Director

Emergency Information Officer (Director of Strategic Communications and Government Relations, and CE Division)

Risk Management/Legal Officer (City Senior Leadership Team)

Liaison Officer (City Senior Leadership Team)

#### EOC Director:

- Overall authority and responsibility for the activities of the EOC;
- Ensures organizational effectiveness;
- Provides leadership to the EOC Management team;
- Sets out priorities and objectives for each operational period and ensures they are carried out;
- Liaises with the Policy Group; and
- Approves emergency information releases.

The EOC Director is responsible for ensuring that the EOC is ready for use on short notice. The EOC contains information display materials, telecommunications and any additional supporting equipment, documents, and supplies required to ensure efficient operations and effective emergency management on a 24-hour per day basis. In addition, power generation capabilities and other special life support systems may be required to allow for continuous operations apart from normal public utilities and services.

#### Emergency Information Officer:

- Establishes, maintains media contacts;
- Coordinates information for release;
- Coordinates media interviews;
- Liaises with other information officers;
- Prepares public information materials; and
- Prepares EOC messaging sheets.

Legal, Risk Management Officer:

- Monitors EOC safety, recommends safety modifications to operations;
- Maintains link with safety officers as applicable;
- Assesses unsafe situations and halts operations if necessary;
- Provides advice and assistance on matters related to occupational health and safety regulations for the response and for the EOC personnel;
- Identifies liability and loss exposures to personnel and property and for City;
- Provides advice and assistance on matters related to law and how they may be applicable to the actions of the City during the emergency; and
- Provide advice on Human Resource matters, such as collective agreements and work scheduling

Liaison Officer:

- Invites required or requested agencies to the EOC, as identified by the EOC Director and EOC Management Team;
- Maintains regular contact with cooperating agencies, assist guest agencies in the EOC; and
- Assists EOC Director with activities (meetings & briefings).

### **8.3 EOC GENERAL STAFF**

Operations Section

The Operations Section is responsible for coordinating all jurisdictional operations in support of the emergency response. The Operations Section is also responsible for gathering current situation information from the site and sharing it with the Planning Section and other Management Team personnel, as appropriate; coordinating resources requested from the site to the Planning Section.

The Operations Section consists of the following positions:

Operations Section Chief  
Fire Branch  
Police Branch  
EMS Branch  
Emergency Social Services Branch  
Public Health Branch (Health Unit and Hospitals)  
Environment and Infrastructure (Engineering) Branch  
Utilities Branch (London Hydro, London Transit, Enbridge/Union Gas)  
Other

Operations Chief:

- Ensures coordination of the Operations function including supervision of the various Branches required to support the emergency event;

- Ensures that operational objectives and assignments identified in EOC Action Plans are carried out effectively;
- Establishes the appropriate level of Branch and Unit organizations within the Operations Section, continuously monitoring the effectiveness and modifying accordingly;
- Consults with Planning Chief to clearly define areas of responsibility between the Operations and Planning Sections;
- Maintains a communication link between Incident Commander at the site and the EOC, for the purpose of coordinating the overall response, resource requests and event status information;
- Ensures that the Planning Section is provided with Branch Status Reports and Incident Reports;
- Conducts periodic Operations briefing for the EOC Director and EOC Management Team as required or requested;
- Approves special resource requests and/or obtains the EOC Directors approval of critical and extra ordinary resources; and
- Supervises the Operations Section.

#### Branch Directors

Branch Directors oversee the operations of a particular city service area or outside agency. A Branch Director will be responsible for coordinating the activities of their service agency site personnel, dispatch centre, with other branches in the operations section. Additional Branch staff may be required, dependent on the size of the emergency event and the support required. Each Branch has a Roles and Responsibilities binder in the EOC.

#### Planning Section

Responsible for compiling, evaluating and disseminating situation information in coordination with other functions, anticipating / planning for future needs and maintaining all EOC documentation.

The Planning Section consists of the following positions:

Planning Section Chief;  
 Situation Unit;  
 Resources Unit;  
 Documentation Unit;  
 Advanced Planning Unit;  
 Demobilization Unit;  
 Recovery Unit; and  
 Technical Specialists.

#### Planning Chief:

- Collects, processes, evaluates and displays situational information;
- Develops EOC Action Plans in coordination with other functions;
- Tracks the status of EOC issued resources;
- Maintains all EOC documentation;
- Conducts advanced planning activities and makes recommendations for action;
- Obtains technical experts for the EOC;
- Plans for EOC demobilization of personnel and resources; and

- Facilitates the transition to the recovery phase.

#### Logistics Section

Responsible for ensuring the EOC is operational and providing / obtaining facility services, personnel, equipment, and materials.

The Logistics Section consists of the following positions:

Logistics Section Chief  
Information Technology Branch  
EOC Support Branch  
Supply Unit  
Personnel Unit  
Transportation Unit

Logistics Chief:

- Provides / acquires requested resources including personnel, facilities, equipment and supplies;
- Arranges access to technological and telecommunications resources and support;
- Acquires and arranges resources for the transportation of personnel, evacuees, and goods; and
- Provides other support services such as arranging for food and lodging for workers within the EOC and other sites.

#### Finance and Administration Section

Responsible for cost accounting, compensation, and administration in the EOC.

The Finance and Administration Section consists of the following positions:

Finance & Administration Section Chief  
Time Unit  
Compensation and Claims Unit  
Procurement Unit  
Cost Accounting Unit

Finance & Administration Chief:

- Monitors the expenditures process and response and recovery costs;
- Coordinates claims and compensation;
- Tracks and reports on personnel time;
- Develops service agreements and / or contracts; and
- Oversees the purchasing processes.

## **9.0 POPULATION EVACUATION**

It may be necessary in an emergency for the residents of an area of the City to be temporarily evacuated from their homes for their own welfare and safety. Such a requirement may be of an urgent or short-notice nature caused by an immediate hazard and decided upon and directed by Police in collaboration with Fire authorities. Police and Fire authorities will consider the advice of the Medical Officer of Health when deciding on the need for such immediate evacuation where health matters are involved. A less immediate but probably larger scale evacuation could be decided upon and directed by the EOC, as in the case of an impending flood situation. The aim in any such operation will be to care for the evacuated persons, to bring families together, and to re-establish residents in their homes.

When the Police and/or Fire authority decides that an immediate and urgent evacuation is necessary, they will attempt to arrange for a nearby facility such as a community centre, shopping mall, or a school, to be utilized as a Reception Centre to provide essential needs to those adversely affected by the event.

The Incident Commander will notify the EOC Policy Group of the initial actions taken. When transportation beyond private vehicles is required to assist residents to move, the City Manager will request London Transit to provide buses for this purpose.

Further arrangements for the welfare of evacuees while accommodated at such a temporary shelter facility by City direction will be the responsibility of the Managing Director of Neighbourhood, Children and Fire Services, assisted by City Service Areas and Departments as necessary and if possible by volunteer agencies noted here. When an urgent evacuation is considered necessary by the Medical Officer of Health, he will so advise the Mayor and the assistance of municipal essential service agencies will be made available.

In a situation where a less urgent, but major evacuation of an area is decided on by the EOC or by the City Manager, coordination of measures to arrange for one or more suitable reception facilities and for the welfare of evacuees will be the responsibility of the Managing Director of Neighbourhood, Children and Fire Services assisted by other municipal service and volunteer agencies. In the case where the City accepts a commitment to provide temporary shelter and welfare requirements for a group of evacuees from another community in Ontario, the City Manager will direct responsibilities of municipal agencies for management of the commitment.

## **10.0 PLAN DISTRIBUTION LIST**

### **EOC Policy Group Membership**

- Mayor
- City Manager
- City Clerk
- Chief of Police
- Fire Chief
- Deputy City Manager of Environment & Infrastructure
- Deputy City Manager of Neighbourhood and Community Wide Services and or Social and Health Development
- Medical Officer of Health
- Middlesex-London Emergency Medical Services Chief
- Director Communications & Emergency Information Officer
- Community Emergency Management Coordinator
- Chief Executive Officer, London Hydro
- General Manager, London Transit
- London Health Sciences Centre
- St. Joseph's Health Care London

### **EOC Staff and Others**

- Corporate Services and Service Areas
- Middlesex County – CEMC
- Western University
- Fanshawe College
- London Central Ambulance Communications Centre
- St. John Ambulance
- Canadian Red Cross
- The Salvation Army
- Amateur Radio Emergency Service (ARES) London
- Commander, Canadian Forces, Army Reserve, 31 Canadian Brigade Group
- Commander, Canadian Forces, Navy Reserve, HMCS Prevost
- Chief – Office of the Fire Marshal and Emergency Management
- Office of the Fire Marshal Emergency Management Community Officer – St. Clair Sector
- CN & CP – Police
- Ontario Provincial Police - Western Region Headquarters
- RCMP - O Division and London Detachment
- London International Airport
- London Community Foundation
- London InterCommunity Health Centre
- Local Health Integration Network

*A copy of the London Emergency Response Plan can be found on our website at:  
[www.london.ca/emergency](http://www.london.ca/emergency)*

**NOT FOR CITY REPORT – delete before submission**

2021, 16 Feb; section 5, added MECG appointment.

25 Feb – new city org positions and titles (req. draft to Dave by May 4<sup>th</sup> )

9 March HK, 22 July

Redue with Dave's corrections, Henry 11 August

Recommendations from Michelle Butlin 13 August 2021 HK

16 August 2021

Final draft V5, 8 September 2021, Accessibility Inspection

Bill No. 522  
2021

By-law No. A.-7766( )-\_\_

A by-law to amend By-law No. A.-7766-366, being “A by-law to approve and adopt a standard form Licence Agreement for the use of recreation spaces and assets; and to authorize the Managing Director, Parks and Recreation or the Managing Director Neighbourhood, Children and Fire Services, or their written designate, to insert information and execute Licence Agreements not exceeding \$10,000, for the use of recreation spaces and assets, which employ this form and to repeal By-law No A.-6690-195 and any amendments thereto” to reflect the current organizational structure.

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the Municipal Council enacted By-law A.-7766-366 on July 24, 2018 to approve and adopt a standard form Licence Agreement for the use of recreation spaces and assets; and to authorize the Managing Director, Parks and Recreation or the Managing Director Neighbourhood, Children and Fire Services, or their written designate, to insert information and execute Licence Agreements not exceeding \$10,000, for the use of recreation spaces and assets, which employ this form;

AND WHEREAS the Council deems it appropriate to amend By-law A.-7766-366 to change Civic Administration titles to reflect the current organizational structure;

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

1. By-law No. A.-7766-366 and the License Agreement attached as Schedule A to By-law A.-7766-366, are hereby amended as follows:
  - i) by deleting all references to the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing them with the title “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate”;
  - iii) by deleting all references to “Managing Director or designate” and by replacing them with the words “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate”; and,
  - iv) by deleting all references to “Managing Director, Parks and Recreation or Managing Director, Neighbourhood, Children, and Fire Services, or

delegate” and by replacing them with the words “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate”.

2. This by-law comes into effect on the day it is passed.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 523  
2021

By-law No. A.-7821( )-\_\_\_\_

A by-law to amend By-law No. A.-7821-84, being “A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure.

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

AND WHEREAS Grand Theatre is a non-share corporation;

AND WHEREAS section 107 of the *Municipal Act, 2001* provides that, subject to section 106, a municipality may make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, for any purpose that council considers to be in the interests of the municipality;

AND WHEREAS Council considers it to be in the interests of the municipality to provide a grant to Grand Theatre as provided in the attached Grant Agreement;

AND WHEREAS the Municipal Council enacted By-law A.-7821-84 on March 26, 2019 to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre;

AND WHEREAS the Council deems it appropriate to amend By-law A.-7821-84 to change Civic Administration titles to reflect the current organizational structure;

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

1. The Grand Theatre Grant Agreement, By-law No. A.-7821-84, is hereby amended by deleting all references to the titles “Division Manager, Culture, Special Events and Sports Services and the Manager of Culture” and by replacing them with the title “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designates”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 524  
2021

By-law No. A.-7820( )-\_\_\_\_

A by-law to amend By-law No. A.-7820-83, being “A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure.

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

AND WHEREAS the Municipal Council enacted By-law A.-7820-83 on March 26, 2019 to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London;

AND WHEREAS the Council deems it appropriate to amend By-law A.-7820-83 to change Civic Administration titles to reflect the current organizational structure;

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

1. The Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate is hereby authorized to act as the Culture Manager under the Purchase of Service Agreement between The Corporation of the City of London and London Arts Council regarding the operation and administration of the Community Arts Investment Program (CAIP) and other arts and culture services as set out in the agreement attached as Schedule A to By-law A.-7820-83.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is authorized to approve and execute an amending agreement required to replace references to “Culture Manager” with the “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate” in the Purchase of Service Agreement between The Corporation of the City of London and London Arts Council approved under section 1 of By-law A.-7820-83
3. This by-law comes into effect on the day it is passed.

Passed in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 525  
2021

By-law No. A.-7834( )-\_\_\_\_

A by-law to amend By-law No. A.-7834-109, being “A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure.

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

AND WHEREAS the Municipal Council enacted By-law A.-7834-109 on April 9, 2019 to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London;

AND WHEREAS the Council deems it appropriate to amend By-law A.-7834-109 to change Civic Administration titles to reflect the current organizational structure;

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

1. The Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate is hereby authorized to act as the Culture Manager under the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London approved under section 1 of By-law A.-7834-109.
2. The Deputy City Manager, Neighbourhood and Community-Wide Services is authorized to approve and execute an amending agreement required to replace references to “Culture Manager” with the “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate” in the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London approved under section 1 of By-law A.-7834-109.
3. This by-law comes into effect on the day it is passed.

Passed in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 526  
2021

By-law No. A.-7332( )-\_\_

A by-law to amend By-law No. A.-7332-16 being “A By-law to approve and adopt the standard form Grant Agreement (London Community Grants Program); and to authorize a City Representative to insert information and execute agreements which employ this form; and to authorize a City Representative to insert information and execute agreements which employ this form” to reflect the current organizational structure.

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that sections 9 and 10 of that Act authorize a municipality to delegate its powers and duties to a person;

AND WHEREAS the Municipal Council enacted By-law A.-7332-16 on December 8, 2015 to approve and adopt the standards form Grant Agreement (London Community Grants Program);

AND WHEREAS the Council deems it appropriate to amend By-law A.-7332-16 to change Civic Administration titles to reflect the current organizational structure;

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

1. The Standard Form Grant Agreement, By-law No. A.-7332-16, is hereby amended by deleting all references to the titles “Managing Director, Corporate Services & City Treasurer, City’s Managing Director, Neighbourhood Children and Fire Services” and by replacing them with the titles “City Treasurer and Deputy City Manager, Neighbourhood and Community-Wide Services or their written designates”, respectively.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 527  
2021

By-law No. A.-6790( )-\_\_

A by-law to amend By-law No. A.-6790-81, being “A By-law to approve and adopt the standard form for Purchase of Services Agreements for Community Services” to reflect the current organizational structure.

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the Municipal Council enacted By-law A.-6790-81 on March 20, 2012 to approve and adopt the standards form Purchase of Services Agreements for Community Services;

AND WHEREAS the Council deems it appropriate to amend By-law A.-6790-81 to change Civic Administration titles to reflect the current organizational structure;

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

1. The Standard Form Purchase of Services Agreements By-law No. A.-6790-81 and the Standard Form Purchase of Services Agreement attached to By-law No. A.-6790-81 as Schedule A, are hereby amended as follows:
  - i) by deleting all references to the title “Executive Director of Community Services” and by replacing them with the title “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate”;
  - ii) by deleting all references to the title “Executive Director” and by replacing them with the title “Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate”; and,
  - iii) by deleting all references to the words “Community Services” and by replacing them with the words “Neighbourhood and Community-Wide Services”.
2. This by-law comes into effect on the day it is passed.

Passed in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 528  
2021

By-law No. A.-6690( )-\_\_

A by-law to amend By-law No. A.-6690-195 being "A By-law to approve the standard form for Office/Storage Space Licence Agreements" to reflect the current organizational structure and to repeal By-law No. A.-5962-42 and By-law No. A.-5962(a)-126.

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

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS the Municipal Council enacted By-law A.-6690-195 on July 25, 2011 to approve and adopt the standards form for Office/Storage Space Licence Agreements;

AND WHEREAS the Council deems it appropriate to amend By-law A.-6690-195 to change Civic Administration titles to reflect the current organizational structure;

AND WHEREAS the Council deems it appropriate to repeal By-law No. A.-5962-42 and By-law No. A.-5962(a)-126 also related to standard form for Office/Storage Space Licence Agreements, as they have been replaced by By-law A.-6690-195;

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

1. The Standard Form Office/Storage Space Licence Agreements By-law No. A.-6690-195 and the Standard License Agreement - Office/Storage Space attached as Schedule A to By-law No. A.-6690-195, are hereby amended by deleting all references to the title "Executive Director of Community Services" and by replacing them with the title "Deputy City Manager, Neighbourhood and Community-Wide Services or their written designate.
2. That By-law No. A.-5962-42 and By-law No. A.-5962(a)-126 are hereby repealed.
3. This by-law comes into effect on the day it is passed.

Passed in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 529  
2021

By-law No. A.-5505( )-\_\_

A by-law to amend By-law No. A.-5505-497 entitled, "A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London" by changing the multiplier to determine the pre-authorized property tax payment from 1.025 to 1.030 effective January 1, 2022.

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

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

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

AND WHEREAS subsection 342(1) of the Municipal Act, 2001, provides the municipality with the power to pass by-laws regarding the payment of taxes;

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

1. Schedule "A" of By-law No. A.-5505-497 is amended by repealing paragraph 10 therein and by enacting the following new paragraph 10 in its place:

10. For 2022 the amount of the pre-authorized payment for the period January to May shall be calculated as the most recently available assessments consistent with the previous year's assessment valuations multiplied by the total tax rates applicable to the property in the previous year plus or minus any cap adjustment of the previous year and then multiplied by 1.030 and then increased by any local improvement or similar charge applicable to the property in 2022 and then divided by 10 and rounded to the nearest dollar.

2. This by-law comes into force on January 1, 2022.

PASSED in Open Council on November 16, 2021

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 530  
2021

By-law No. A-8-21\_\_\_\_\_

A by-law to amend By-law No. A-8, as amended entitled "Property Tax Collection By-law" by changing the calculation percent for the Interim Levy from 41.0% to 41.2% effective January 1, 2022.

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

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

AND WHEREAS section 317 of the Municipal Act, 2001 provides for the passing of by-laws for the levying of interim rates of taxation;

AND WHEREAS sections 342 and 307 of the Municipal Act, 2001, provide the municipality with additional flexibility with respect to due dates and payment arrangements;

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

1. Part 1 of By-law A-8, the Property and Business Tax Collection By-law, is hereby amended by deleting sections 1.8 in its entirety and by replacing it with the following new section 1.8:

"1.8 Interim Levy – calculation

For the year 2022 the interim levy for a property shall be calculated as 41.20% of the total amount of taxes for municipal and school purposes levied on the property for the previous year."

2. This by-law comes into force on January 1, 2022.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 531  
2021

By-law No. C.P.-1284( )-\_\_\_\_

A by-law to amend the Official Plan for the City of London, 1989 relating to 560 and 562 Wellington Street.

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

1. Amendment No.\_\_\_\_ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**AMENDMENT NO.**  
**to the**  
**OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

1. To change the designation of 560 and 562 Wellington Street from Low Density Residential to Multi-Family, High Density Residential on Schedule “A”, Land Use, to the *Official Plan (1989)* for the City of London.
2. To add a policy to Section 10.1.3 of the *Official Plan (1989)* for the City of London to permit an increased height of 17 storeys (61m), an increased density of 807 units per hectare, and a limited range of commercial uses in the Multi-Family, High Density Residential designation.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 560 and 562 Wellington Street in the City of London.

C. BASIS OF THE AMENDMENT

The site specific amendment allows for a mixed-use apartment building with a greater height of 17 storeys (61m), an overall density of 807 units per hectare, and a limited range of convenience and service commercial uses in the Multi-Family, High Density Residential designation. The increase in height and density and additional permitted uses is consistent with the Provincial Policy Statement, 2020, the *Official Plan (1989)*, is appropriate for the site and compatible with the surrounding neighbourhood.

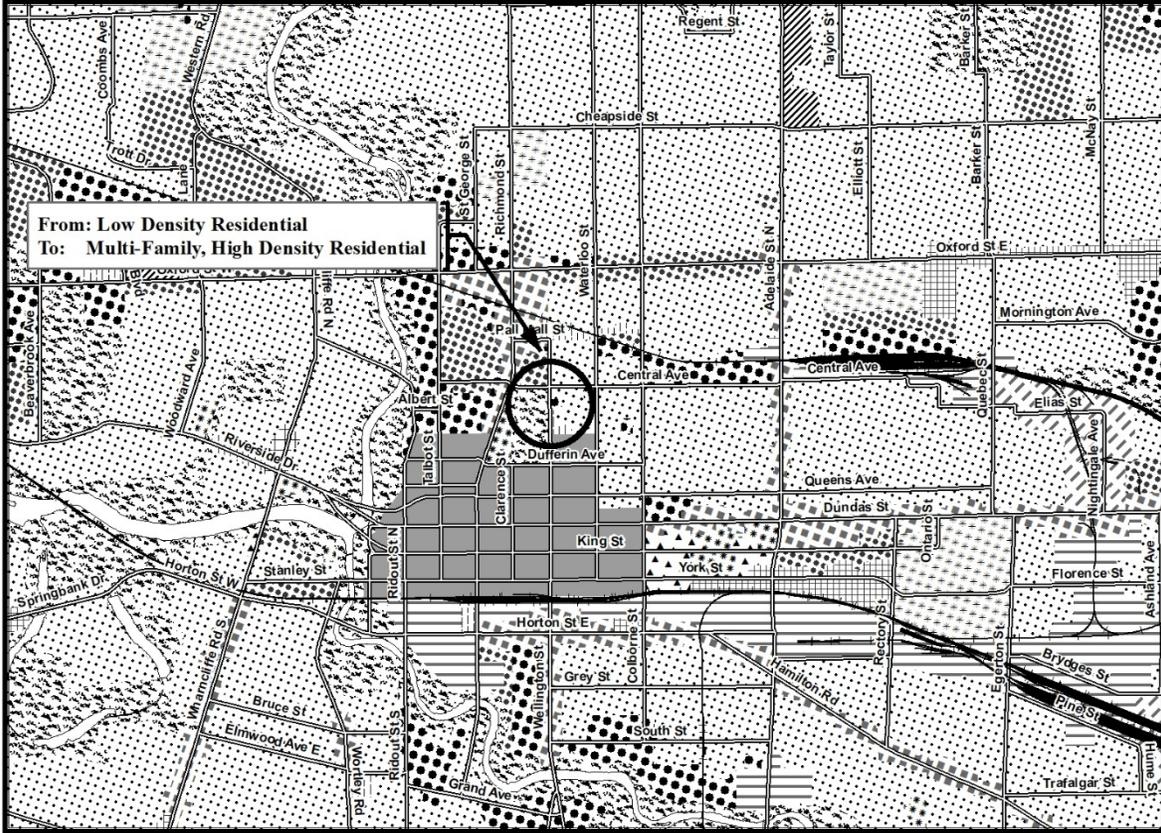
D. THE AMENDMENT

The *Official Plan (1989)* for the City of London is hereby amended as follows:

1. Schedule “A”, Land Use to the *Official Plan (1989)* for the City of London is amended by designating those lands located at 560 and 562 Wellington Street in the City of London, as indicated on “Schedule 1” attached hereto from Low Density Residential to Multi-Family, High Density Residential.
2. Section 10.1.3 – Policies for Specific Areas of the *Official Plan* for the City of London is amended by adding the following:

560 and 562 Wellington Street

A mixed-use apartment building with small-scale convenience and service commercial uses is permitted, with a maximum density of 807 units per hectare, and a maximum height of 17 storeys (61m).



**Legend**

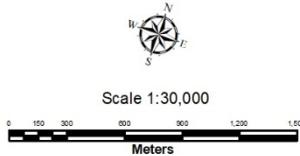
- |   |  |                         |
|---|--|-------------------------|
| Downtown                                      | Multi-Family, Medium Density Residential | Office Business Park    |
| Wonderland Road Community Enterprise Corridor | Low Density Residential                  | General Industrial      |
| Enclosed Regional Commercial Node             | Office Area                              | Light Industrial        |
| New Format Regional Commercial Node           | Office/Residential                       | Commercial Industrial   |
| Community Commercial Node                     | Regional Facility                        | Transitional Industrial |
| Neighbourhood Commercial Node                 | Community Facility                       | Rural Settlement        |
| Main Street Commercial Corridor               | Open Space                               | Environmental Review    |
| Auto-Oriented Commercial Corridor             | Urban Reserve - Community Growth         | Agriculture             |
| Multi-Family, High Density Residential        | Urban Reserve - Industrial Growth        | Urban Growth Boundary   |

*This is an excerpt from the Planning Division's working consolidation of Schedule A to the City of London Official Plan, with added notations.*

**SCHEDULE 1  
TO  
OFFICIAL PLAN**

AMENDMENT NO. \_\_\_\_\_

PREPARED BY: Graphics and Information Services

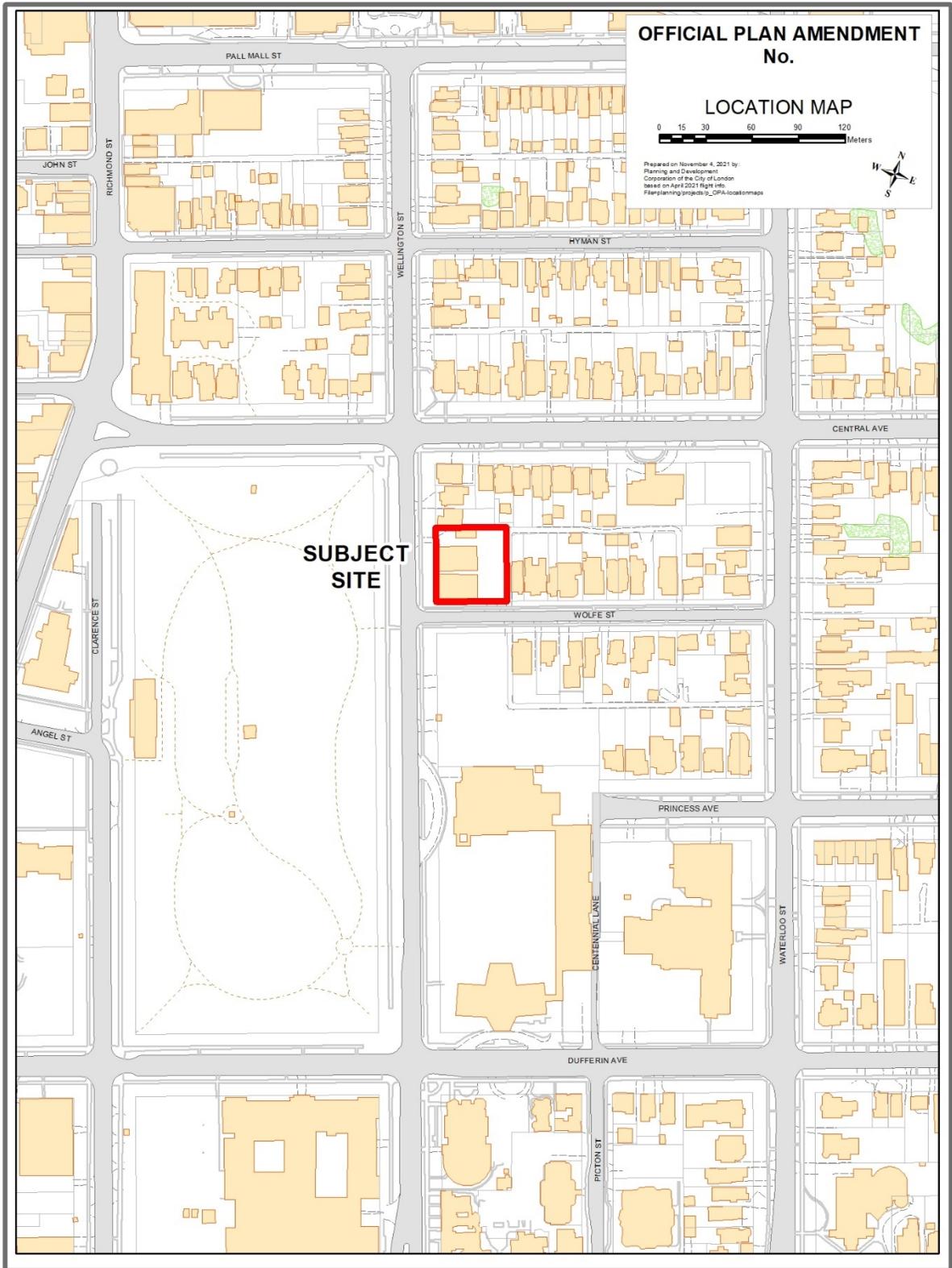


FILE NUMBER: OZ-8462

PLANNER: SW

TECHNICIAN: MB

DATE: 2021/11/04



Bill No. 532  
2021

By-Law No. C.P.-1480( )-\_\_\_\_

A by-law to amend the SoHo Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP

WHEREAS subsection 28(4) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, enables the council of a municipal corporation to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of The Corporation of the City of London has, by by-law, designated a community improvement project area identified as the SoHo community improvement project area;

AND WHEREAS the SoHo community improvement project area is in conformity with The London Plan, 2016, the Official Plan for the City of London;

AND WHEREAS the Municipal Council of The Corporation of the City of London has, by by-law, adopted the SoHo Community Improvement Plan;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend the SoHo Community Improvement Plan to add an Appendix that sets out performance measures and indicators of success for the CIP;

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

1. Amendment No. \_\_\_\_ to the SoHo Community Improvement Plan, as contained in the text attached hereto as Schedule "1" and forming part of this By-law being "Appendix to the SoHo Community Improvement Plan", is hereby adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**AMENDMENT NO. \_\_\_\_\_**  
**to**  
**THE SOHO COMMUNITY IMPROVEMENT PLAN**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to add an appendix to the SoHo Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs (Rehabilitation and Redevelopment Tax Grant, Façade Improvement Loan, and the Upgrade to Building Code Loan).

**B. LOCATION OF THIS AMENDMENT**

This amendment applies to all lands within the SoHo community improvement project area that are eligible for financial incentives.

**C. BASIS OF THE AMENDMENT**

The addition of an appendix to the SoHo Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs maintains the intent of The London Plan regarding the application of community improvement policies. The performance measures, indicators of success, and targets will allow Civic Administration to better measure the success of the loan and grant programs and improve the mechanism in place to help recommend future changes to the programs including scaling back or shifting priorities as targets are met.

**D. THE AMENDMENT**

The SoHo Community Improvement Plan is hereby amended as follows:

1. Schedule "1" – Appendix to the SoHo Community Improvement Plan is added as Appendix A to the SoHo Community Improvement Plan.

## **Appendix A: Performance Measures, Indicators of Success, and Targets**

Appendix A outlines performance measures, indicators of success, and the related targets for the loan and grant programs available through the SoHo Community Improvement Plan.

These measures and indicators will:

- Assist Civic Administration with the management of the loan and grant programs
- Help determine if the loan and grant programs are being successful in achieving the objectives of the SoHo Community Improvement Plan and the policies of *The London Plan*
- Assist Civic Administration with providing recommendations to Municipal Council on when to reduce funding and/or amend or discontinue the loan and grant programs

Civic Administration may also recommend changes to the loan and grant programs through other mechanisms such as a Community Improvement Plan service review; however, these changes should only be recommended after consulting this Appendix and taking into consideration its contents.

The loan and grant programs mentioned in Appendix A may be reduced, amended, or discontinued at the direction of Municipal Council without amendment to the SoHo Community Improvement Plan.

The performance measures and indicators of success are:

- Residential population
- The assessment value of the properties in the community improvement project area
- Building façade condition
- Ground floor vacancy rate
- The private sector investment generated by offering public sector loans for building improvements
- Number of loans issued per year

### **Population**

#### **Indicator**

Residential population in the SoHo Community Improvement Area.

#### **Question**

Has the SoHo residential population grown enough to support the needs — both daily and long-term — of the residential and commercial community?

#### **Why it Matters**

The SoHo area is identified as a Rapid Transit Corridor Main Street segment of *The London Plan*. Main Street segments will continue to provide local shopping and commercial options so that residents can walk to meet their daily needs. Further, the Strategic Direction #5 ‘Build a mixed-use compact City’ of *The London Plan* is to sustain, enhance, and revitalize main streets and urban neighbourhoods.

#### **Baseline**

- The 2016 Census of Canada indicated the population at 4,232 people;
- The 2016 residential population density is 22.73 people / hectare;
- The five-year residential population growth rate (2011 to 2016) is 5.83%

#### **Targets**

- A residential population of 6,000 people in the SoHo area has been identified as the target needed for the neighbourhood to have the ability to support the needs of the residential and commercial communities.

- A population of 6,000 people is 32.2 people / hectare.
- Five-year SoHo residential population growth rates:
  - 2021-2026: > 6 %
  - 2026-2031: > 6 %
  - 2031-2035: > 6 %

Note, that using the target percentages, the population target will be reached in 2046.

### **Considerations**

The Protected Major Transit Station Areas Information Report presented at the August 10, 2020 meeting of the Planning and Environment Committee contained forecasted density (residents and jobs combined per hectare) for identified major routes for the City of London until 2034.

The City of London's population and employment are forecast to grow by 77,000 new residents and 43,000 new jobs by 2035, according to the Protected Major Transit Station Areas Information Report (August 10, 2020, Planning and Environment Committee). In the South Rapid Transit Corridor where SoHo is located, the 2035 target is 48 jobs and residents per ha.

### **Proposed Changes to Grant Programs**

The SoHo Rehabilitation and Redevelopment Tax Grant Program will continue to operate as outlined in the program guidelines for the SoHo area until the population target of 6,000 is met. Once the target is met, a possible amendment to the Tax Grant program may be proposed.

### **Assessment Value**

#### **Indicator**

The assessment value of the properties in the SoHo Community Improvement project area.

#### **Question**

Is the assessment value growing?

#### **Why it Matters**

An increasing assessment value can indicate that property values are increasing because of growth and investment in the community. This can help increase the tax base city-wide.

#### **Baseline**

Baseline data will be collected in year one.

#### **Proposed Target**

A 1% per year assessment value growth rate in the SoHo area.

#### **Considerations**

None.

#### **Proposed Changes to Grant Programs**

Not applicable.

### **Façade Condition**

#### **Indicator**

Building façade condition.

#### **Question**

Are building façades being improved and upgraded?

#### **Why It Matters**

A well-maintained building façade provides an interesting and aesthetically pleasing environment for people to enjoy while living in or visiting a neighbourhood. The intent of

the community improvement policies in *The London Plan* are to stimulate private sector property maintenance, repair, rehabilitation, redevelopment, and other forms of private sector investment and reinvestment activity. Within each of the CIP areas subject to this report, there are improvement policies meant to target specific areas, such as commercial corridors and main streets. Community improvement policies also encourage the conservation, restoration, adaptive re-use, and improvement of cultural heritage resources — including the façades of any heritage resource.

**Baseline**

A façade condition evaluation tool has been developed to determine the baseline data. Baseline data will be collected in year one (2021).

Civic Administration will complete a comprehensive review of the façade condition on a biennial basis for the SoHo CIP area.

**Target**

90% of façade condition being rated ‘does not need improvement.’ This target will be refined once the baseline data has been collected.

**Considerations**

The evaluation of a façade’s condition tends to be subjective. City Staff developed the façade evaluation tool to mitigate the subjectivity of evaluating the façade condition. The calculation of the façade value will provide a percentage of applicable façade attributes that need improvement or not. Further, evaluations may include multiple individuals reviewing the same façade independently and taking the average of the results as the final value.

It is also important to note that the façade evaluation tool is for purposes only related to the Façade Improvement Loan Program and does not replace or overrule the City of London’s Property Standards By-Law or a Heritage Alteration Permit process.

**Changes to Façade Improvement Loan Program**

Once the target is met for façade conditions that are rated ‘does not need improvement’, Civic Administration will begin to transition the loan program to:

- Focus on the areas in SoHo that are rated needs improvement
- Focus on the parts of façades that are receiving the lowest scores (for example, upper façades, storefronts, or lighting)

**Ground Floor Vacancy Rate**

**Indicator**

A healthy ground floor vacancy rate in the SoHo CIP area.

**Question**

Are the loan programs being used to renovate properties to help reduce ground floor vacancies?

**Why It Matters**

A high vacancy rate may create gaps in the streetscape with little to no “eyes on the street” to help reduce undesirable behaviour. Conversely, Main Streets with lots of businesses provides more “eyes on the street” and creates vibrancy in the community. A healthy ground floor vacancy rate is also important as it indicates there is choice in the market for interested business owners to locate in the neighbourhood.

**Baseline**

**Table 1: SoHo Baseline Ground Floor Vacancy Rate**

CIP	2019	2021	Average
SoHo	12.7 %	12.7 %	12.7%

**Target**

A ground floor vacancy rate below 3%.

## **Considerations**

Civic Administration notes that the loan programs may contribute to reducing ground floor vacancies for property owners who are interested and motivated in finding tenants; however, there are property owners that do not always have that motivation.

Baseline data is a “snap-shot” of ground floor vacancies on the day the surveying was done.

## **Changes to the Loan Programs**

Civic Administration will complete a comprehensive review of the ground floor businesses in SoHo CIP areas on a biennial basis to determine the number of properties with a vacant ground floor.

If the target is not met, continue the program and refine the loan program to target areas seeing the highest level of vacancies where they are needed most.

If the target is met, focus the loan programs to ensure the ground floor businesses are tenanted with targeted uses.

## **Existing Loan Measures**

### **Indicators**

1. The private sector investment generated by offering public sector loans for building improvements
2. Number of loans issued per year

### **Questions**

1. Are the loan programs generating a positive rate of return and incentivizing property owners to invest?
2. Are property owners and tenants continuing to use the loans?

### **Why It Matters**

The City’s Façade Improvement Loan Program offer private property owners with access to inexpensive funding (0% interest) to incentivize them to improve their properties.

Quality facades and storefronts will help conserve the built heritage and the form of buildings in our communities. Renovating facades, storefronts, roofs, and interiors will help ensure a building’s long-term viability. Further, renovated buildings may result in fewer vacancies.

### **Baseline**

The minimum ratio possible for the loan programs is \$2 invested by the private sector for \$1 invested by the City.

### **Targets**

1. A minimum of \$2.8 to \$1 for both loan programs
2. A minimum of three (3) loans issued per year in total in SoHo

### **Considerations**

The loan values were increased beginning in 2018 to reflect the increase in construction costs for renovation projects and this increase in loan value has a negative impact on the ratio. For example, prior to 2018, a \$200,000 investment in interior upgrades would result in a maximum \$50,000 loan for a 4.0 ratio; whereas post-2018, a \$200,000 investment would result in a \$100,000 loan for a 2.0 ratio.

### **Changes to the Loan Programs**

As a result of the Community Improvement Plan Review for the 2024-2027 Multi-Year Budget, Civic Administration may consider the following depending on findings:

- Refining the loan programs to tackle other City priorities (for example, building retrofits to address climate change);
- Focusing the loan programs on areas of the SoHo; and
- Removing a loan program from SoHo.

Bill No. 533  
2021

By-Law No. C.P.-1523( )-\_\_\_\_

A by-law to amend the Hamilton Road Area Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP

WHEREAS subsection 28(4) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, enables the council of a municipal corporation to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of The Corporation of the City of London has, by by-law, designated a community improvement project area identified as the Hamilton Road community improvement project area;

AND WHEREAS the Hamilton Road community improvement project area is in conformity with *The London Plan*, 2016, the Official Plan for the City of London;

AND WHEREAS the Municipal Council of The Corporation of the City of London has, by by-law, adopted the Hamilton Road Area Community Improvement Plan;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend the Hamilton Road Area Community Improvement Plan to add an Appendix that sets out performance measures and indicators of success for the CIP;

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

1. Amendment No. \_\_\_\_ to the Hamilton Road Area Community Improvement Plan, as contained in the text attached hereto as Schedule “1” and forming part of this By-law being “Appendix to the Hamilton Road Area Community Improvement Plan”, is hereby adopted.

2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**AMENDMENT NO. \_\_\_\_**  
**to**  
**THE HAMILTON ROAD AREA COMMUNITY IMPROVEMENT PLAN**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to add an appendix to the Hamilton Road Area Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs (Façade Improvement Loan, Upgrade to Building Code, Forgivable Façade Improvement Loan, and Forgivable Upgrade to Building Code Improvement Loan).

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to all lands within the Hamilton Road community improvement project area that are currently eligible for the financial incentives.

**C. BASIS OF THE AMENDMENT**

The addition of an appendix to the Hamilton Road Area Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs maintains the intent of The London Plan regarding the application of community improvement policies. The performance measures, indicators of success, and targets will allow Civic Administration to better measure the success of the loan programs and improve the mechanism in place to help recommend future changes to the programs including scaling back or shifting priorities as targets are met.

**D. THE AMENDMENT**

The Hamilton Road Area Community Improvement Plan is hereby amended as follows:

1. Schedule "1" – Appendix to the Hamilton Road Area Community Improvement Plan is added as Appendix F to the Hamilton Road Community Improvement Plan.

## **Appendix F: Performance Measures, Indicators of Success, and Targets**

Appendix F outlines performance measures, indicators of success, and the related targets for the loan programs available through the Hamilton Road Area Community Improvement Plan.

These measures and indicators will:

- Assist Civic Administration with the management of the loan programs
- Help determine if the loan programs are being successful in achieving the objectives of the Hamilton Road Area Community Improvement Plan and the policies of *The London Plan*
- Assist Civic Administration with providing recommendations to Municipal Council on when to reduce funding and/or amend or discontinue the loan programs

Civic Administration may also recommend changes to the loan programs through other mechanisms such as a Community Improvement Plan service review; however, these changes should only be recommended after consulting this Appendix and taking into consideration its contents.

The loans mentioned in Appendix F may be reduced, amended, or discontinued at the direction of Municipal Council without amendment to the Hamilton Road Area Community Improvement Plan.

The performance measures, indicators of success, and targets linked to the loan programs are:

- Building façade condition
- % of targeted uses
- Ground floor vacancy rate
- The private sector investment generated by offering public sector loans for building improvements
- Number of loans issued per year

### **Façade Condition**

#### **Indicator**

Building façade condition.

#### **Question**

Are building façades being improved and upgraded?

#### **Why It Matters**

A well-maintained building façade provides an interesting and aesthetically pleasing environment for people to enjoy while living in or visiting a neighbourhood. The intent of the community improvement policies in the *London Plan* are to stimulate private sector property maintenance, repair, rehabilitation, redevelopment, and other forms of private sector investment and reinvestment activity. Within each of the CIP areas subject of this report, there are improvement policies meant to target specific areas, such as commercial corridors. Community improvement policies also encourage the conservation, restoration, adaptive re-use, and improvement of cultural heritage resources — including the façades of any heritage resource.

#### **Baseline**

A façade condition evaluation tool has been developed to determine the baseline data. Baseline data will be collected in year one (2021).

Civic Administration will complete a comprehensive review of the façade condition on a biennial basis for the Hamilton Road CIP area.

#### **Target**

90% of façade condition being rated ‘does not need improvement.’

## **Considerations**

The evaluation of a façade's condition tends to be subjective. City Staff developed the façade evaluation tool to mitigate the subjectivity of evaluating the façade condition. The calculation of the façade value will provide a percentage of applicable façade attributes that need improvement or not. Further, evaluations may include multiple individuals reviewing the same façade independently and taking the average of the results as the final value.

It is also important to note that the façade evaluation tool is for purposes only related to the Façade Improvement Loan Program and does not replace or overrule the City of London's Property Standards By-Law or a Heritage Alteration Permit process.

## **Changes to Façade Improvement Loan Program**

Once the target is met for façade conditions that are rated 'does not need improvement', Civic Administration will begin to transition the loan program to:

- Focus on the areas in Hamilton Road Area that are rated needs improvement
- Focus on the parts of façades that are receiving the lowest scores (for example, upper façades, storefronts, or lighting)

## **Targeted Uses**

### **Indicator**

The percentage of targeted uses in the Hamilton Road community improvement project area.

### **Question**

Are the financial incentive programs being used to establish businesses and uses that are in line with the objectives of the Hamilton Road Area CIP and key directions of The London Plan?

### **Why It Matters**

Targeted Uses are uses that are considered pedestrian generators by helping increase the liveliness of a neighbourhood and encouraging shopping and eating in the Hamilton Road area. Common examples include, restaurants, retail stores, and support services for the surrounding residential community and people who work in the area.

Targeted Uses play an important role in the City's Loan programs. In the Hamilton Road area, only properties with a Targeted Use are eligible to receive a Forgivable Loan. The London Plan Strategic Direction #5 discusses building a mixed-use compact city – mixing stores, restaurants, clean industry, live-work arrangements, and services in ways that respect the character of neighbourhoods, while enhancing walkability and generating pedestrian activity. By incentivizing for Targeted Uses, the City can help achieve this direction.

### **Baseline**

In the Hamilton Road area, 126 (37.3 %) storefronts and properties were considered to have a targeted use in 2021 measured in the Targeted Incentive Zone of the CIP. From the 2019 data: 105 (40.2 %) storefronts and properties were considered to have a targeted use in 2019 measured in the Targeted Incentive Zone of the CIP.

### **Proposed Targets**

Hamilton Road Area – 75% to trigger a refinement; 95% to eliminate the forgivable portion of the Façade Improvement Loan.

### **Considerations**

To reach the proposed targets in the Hamilton Road Area, properties that are vacant will require targeted use tenants and non-targeted uses will need to be replaced with targeted uses.

### **Proposed Changes to the Loan Programs**

Civic Administration will complete a comprehensive review of the targeted uses in the Hamilton Road Area on a biennial basis to determine the number of properties with a targeted use on the ground floor.

Once the 95% target is met, eliminate the Forgivable Façade Improvement Loan. If the target is not met, continue the programs to encourage targeted uses where they are needed most.

The Forgivable Upgrade to Building Code Loan amount will remain at a maximum of \$200,000 with 12.5% of the annual loan repayment being forgivable if the ground floor of the property is actively occupied by a Targeted Use. This will continue until the next Community Improvement Plan Review for the 2024-2027 Multi-Year Budget.

### **Ground Floor Vacancy Rate**

#### **Indicator**

A healthy ground floor vacancy rate in the Hamilton Road Area.

#### **Question**

Are the loan programs being used to renovate properties to help reduce ground floor vacancies?

#### **Why It Matters**

A healthy ground floor vacancy rate indicates there is choice in the market for interested business owners to locate in the neighbourhood. A high vacancy rate may create gaps in the streetscape with little to no “eyes on the street” to help reduce undesirable behaviour.

#### **Baseline**

**Table 1: Hamilton Road Area Baseline Ground Floor Vacancy Rate**

<b>CIP</b>	<b>2019</b>	<b>2021</b>	<b>Average</b>
Hamilton Road	7.3 %	6 %	<b>6.65 %</b>

#### **Target**

A ground floor vacancy rate below 3%.

#### **Considerations**

Civic Administration notes that the loan programs may contribute to reducing ground floor vacancies for property owners who are interested and motivated in finding tenants; however, there are property owners that do not always have that motivation.

Baseline data is a “snap-shot” of ground floor vacancies on the day the surveying was done.

### **Changes to the Loan Programs**

Civic Administration will complete a comprehensive review of the ground floor businesses in the Hamilton Road Area CIP on a biennial basis to determine the number of properties with a vacant ground floor.

If the target is not met, continue the program and refine the loan program to target areas seeing the highest level of vacancies where they are needed most, prior to the adoption of the 2024-2027 Multi-Year Budget.

If the target is met, focus the loan programs to ensure the ground floor businesses are filled with targeted uses.

## **Existing Loan Measures**

### **Indicators**

1. The private sector investment generated by offering public sector loans for building improvements
2. Number of loans issued per year

### **Questions**

1. Are the loan programs generating a positive rate of return and incentivizing property owners to invest?
2. Are property owners and tenants continuing to use the loans?

### **Why It Matters**

The City's Façade Improvement and Upgrade to Building Code Loan programs offer property owners with access to inexpensive funding (0% interest) to incentivize them to improve their properties.

Quality facades, storefronts, and signs beautify the form of buildings in our communities and helps to ensure a building's long-term viability. Further, renovated buildings may result in fewer vacancies.

### **Baseline**

The minimum ratio is \$2 invested by the private sector for \$1 invested by the City.

### **Targets**

1. A minimum of \$2.8 to \$1 for both loan programs (for both loan programs)
2. A minimum of three (3) loans issued per year in total in the Hamilton Road area

### **Considerations**

The number of loan applications received, and the amount of private sector investment may be impacted by external forces outside the control of the City.

### **Changes to the Loan Programs**

Not applicable at this time, however, up-take of both loan programs is constantly monitored. As a result of the Community Improvement Plan Review for the 2024-2027 Multi-Year Budget, Civic Administration may consider the following depending on findings:

- Refining the loan programs to tackle other City priorities (for example, building retrofits to address climate change);
- Focusing the loan programs on areas of Hamilton Road area; and

Removing a loan program from the Hamilton Road area.

Bill No. 534  
2021

By-Law No. C.P.-1538( )-\_\_\_\_

A by-law to amend the Lambeth Area Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP

WHEREAS subsection 28(4) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, enables the council of a municipal corporation to adopt a community improvement plan for a community improvement project area;

AND WHEREAS the Council of The Corporation of the City of London has, by by-law, designated a community improvement project area identified as the Lambeth community improvement project area;

AND WHEREAS the Lambeth community improvement project area is in conformity with The London Plan, 2016, the Official Plan for the City of London;

AND WHEREAS the Municipal Council of The Corporation of the City of London has, by by-law, adopted the Lambeth Area Community Improvement Plan;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend the Lambeth Area Community Improvement Plan to add an Appendix that sets out performance measures and indicators of success for the CIP;

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

1. Amendment No. \_\_\_\_ to the Lambeth Area Community Improvement Plan, as contained in the text attached hereto as Schedule "1" and forming part of this By-law being "Appendix to the Lambeth Area Community Improvement Plan", is hereby adopted.
2. This by-law shall come into effect in accordance with subsection 17(27) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**AMENDMENT NO. \_\_\_\_**  
**to**  
**THE LAMBETH AREA COMMUNITY IMPROVEMENT PLAN**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to add an appendix to the Lambeth Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs (Façade Improvement Loan and the Wharncliffe Road Corridor Sign Loan).

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to all lands within the Lambeth community improvement project area that are eligible for the financial incentives.

**C. BASIS OF THE AMENDMENT**

The addition of an appendix to the Lambeth Community Improvement Plan relating to performance measures, indicators of success, and targets for the financial incentive programs maintains the intent of The London Plan regarding the application of community improvement policies. The performance measures, indicators of success, and targets will allow Civic Administration to better measure the success of the loan programs and improve the mechanism in place to help recommend future changes to the programs including scaling back or shifting priorities as targets are met.

**D. THE AMENDMENT**

The Lambeth Community Improvement Plan is hereby amended as follows:

1. Schedule "1" – Appendix to the Lambeth Community Improvement Plan is added as Appendix F to the Lambeth Community Improvement Plan.

## **Appendix F: Performance Measures, Indicators of Success, and Targets**

Appendix F outlines performance measures, indicators of success, and the related targets for the loan programs available through the Lambeth Area Community Improvement Plan.

These measures and indicators will:

- Assist Civic Administration with the management of the loan programs
- Help determine if the loan programs are being successful in achieving the objectives of the Lambeth Area Community Improvement Plan and the policies of The London Plan
- Assist Civic Administration with providing recommendations to Municipal Council on when to reduce funding and/or amend or discontinue the loan programs

Civic Administration may also recommend changes to the loan programs through other mechanisms such as a Community Improvement Plan service review; however, these changes should only be recommended after consulting this Appendix and taking into consideration its contents.

The loan mentioned in Appendix F may be reduced, amended, or discontinued at the direction of Municipal Council without amendment to the Lambeth Area Community Improvement Plan.

The performance measures and indicators of success are:

- Building façade condition
- A healthy ground floor vacancy rate
- The private sector investment generated by offering public sector loans for building improvements
- Number of loans issued per year

### **Façade Condition**

#### **Indicator**

Building façade condition.

#### **Question**

Are building façades being improved and upgraded?

#### **Why It Matters**

A well-maintained building façade provides an interesting and aesthetically pleasing environment for people to enjoy while living in or visiting a neighbourhood. The intent of the community improvement policies in The London Plan are to stimulate private sector property maintenance, repair, rehabilitation, redevelopment, and other forms of private sector investment and reinvestment activity. Within each of the CIP areas subject of this report, there are improvement policies meant to target specific areas, such as commercial corridors. Community improvement policies also encourage the conservation, restoration, adaptive re-use, and improvement of cultural heritage resources — including the façades of any heritage resource.

#### **Baseline**

A façade condition evaluation tool has been developed to determine the baseline data. Baseline data will be collected in year one (2021).

Civic Administration will complete a comprehensive review of the façade condition on a biennial basis for the Lambeth CIP area.

#### **Target**

90% of façade condition being rated ‘does not need improvement.’ This target will be refined once the baseline data has been collected.

## Considerations

The evaluation of a façade's condition tends to be subjective. City Staff developed the façade evaluation tool to mitigate the subjectivity of evaluating the façade condition. The calculation of the façade value will provide a percentage of applicable façade attributes that need improvement or not. Further, evaluations may include multiple individuals reviewing the same façade independently and taking the average of the results as the final value.

It is also important to note that the façade evaluation tool is for purposes only related to the Façade Improvement Loan Program and does not replace or overrule the City of London's Property Standards By-Law or a Heritage Alteration Permit process.

## Changes to Façade Improvement Loan Program

Once the target is met for façade conditions that are rated 'does not need improvement', Civic Administration will begin to transition the loan program to:

- Focus on the areas in Lambeth that are rated needs improvement
- Focus on the parts of façades that are receiving the lowest scores (for example, upper façades, storefronts, or lighting)

## Ground Floor Vacancy Rate

### Indicator

A healthy ground floor vacancy rate in Lambeth.

### Question

Are the loan programs being used to renovate properties to help reduce ground floor vacancies?

### Why It Matters

A high vacancy rate may create gaps in the streetscape with little to no "eyes on the street" to help reduce undesirable behaviour. Conversely, Main Streets with lots of businesses provides more "eyes on the street" and creates vibrancy in the community. A healthy ground floor vacancy rate is also important as it indicates there is choice in the market for interested business owners to locate in the neighbourhood.

### Baseline

**Table 1: Lambeth Baseline Ground Floor Vacancy Rate**

CIP	2019	2021	Average
Lambeth	4.1 %	4.3 %	4.2%

### Target

A ground floor vacancy rate below 3%.

### Considerations

Civic Administration notes that the loan programs may contribute to reducing ground floor vacancies for property owners who are interested and motivated in finding tenants; however, there are property owners that do not always have that motivation.

Baseline data is a "snap-shot" of ground floor vacancies on the day the surveying was done.

### Changes to the Loan Programs

Civic Administration will complete a comprehensive review of the ground floor businesses in Lambeth CIP areas on a biennial basis to determine the number of properties with a vacant ground floor.

If the target is not met, continue the program and refine the loan program to target areas seeing the highest level of vacancies where they are needed most, prior to the adoption of the 2024-2027 Multi-Year Budget.

If the target is met, focus the loan programs to ensure the ground floor businesses are filled with targeted uses.

### **Existing Loan Measures**

#### **Indicators**

1. The private sector investment generated by offering public sector loans for building improvements
2. Number of loans issued per year

#### **Questions**

1. Are the loan programs generating a positive rate of return and incentivizing property owners to invest?
2. Are property owners and tenants continuing to use the loans?

#### **Why It Matters**

The City's Façade Improvement and Wharnccliffe Road Corridor Sign Loan programs offer property owners with access to inexpensive funding (0% interest) to incentivize them to improve their properties.

Quality facades and storefronts will help conserve the built heritage and the form of buildings in our communities. Renovating facades, storefronts, roofs, and interiors will help ensure a building's long-term viability. Further, renovated buildings may result in fewer vacancies.

#### **Baseline**

At the time of writing, there have not been any applications received for any of the financial incentive programs in the Lambeth CIP area.

The minimum ratio possible is \$2 invested by the private sector for \$1 invested by the City.

#### **Targets**

1. A minimum of \$2.8 to \$1 for both loan programs (for both loan programs)
2. A minimum of two (2) loans issued per year in total in Lambeth

#### **Considerations**

The number of loan applications received, and the amount of private sector investment may be impacted by external forces outside the control of the City.

#### **Changes to the Loan Programs**

Not applicable at this time, however, up-take of both loan programs is constantly monitored. As a result of the Community Improvement Plan Review for the 2024-2027 Multi-Year Budget, Civic Administration may consider the following depending on findings:

- Refining the loan programs to tackle other City priorities (for example, building retrofits to address climate change);
- Focusing the loan programs on other areas of Lambeth; and

Removing a loan program from Lambeth.

Bill No. 535  
2021

By-law No. C.P.-1572-

A by-law to exempt from Part-Lot Control, lands located at 1820 Finley Crescent, legally described as Block 99 in Registered Plan 33M-733.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Kenmore Homes (London) Inc., it is expedient to exempt lands located at, legally described as Block 99 in Registered Plan 33M-733, from Part Lot Control;

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

1. Block 99 in Registered Plan 33M-733, located at 1820 Finley Crescent, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse units in conformity with the Residential R4 Special Provision (R4-4(4)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on November 16, 2021

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 536  
2021

By-law No. L.S.P.-\_\_\_\_\_

A by-law to designate 46 Bruce Street to be of  
cultural heritage value or interest.

WHEREAS pursuant to the *Ontario Heritage Act, R.S.O. 1990, c. 0.18*, the Council of a municipality may by by-law designate a property including buildings and structures thereon to be of cultural heritage value or interest;

AND WHEREAS notice of intention to so designate the property known as 46 Bruce Street has been duly published and served and no notice of objection to such designation has been received;

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

1. The real property at 46 Bruce Street, more particularly described in Schedule "A" attached hereto, is designated as being of cultural heritage value or interest for the reasons set out in Schedule "B" attached hereto.
2. The City Clerk is authorized to cause a copy of this by-law to be registered upon the title to the property described in Schedule "A" hereto in the proper Land Registry Office.
3. The City Clerk is authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Trust and to cause notice of this by-law to be published once in a newspaper of general circulation in The City of London, to the satisfaction of the City Clerk, and to enter the description of the aforesaid property, the name and address of its registered owner, and designation statement explaining the cultural heritage value or interest of the property and a description of the heritage attributes of the property in the Register of all properties designated under the *Ontario Heritage Act*.
4. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**SCHEDULE "A"**  
**To By-law No. L.S.P.-**

**Legal Description**

PT LT 36 , PL 122(4TH) , AS IN 889965; S/T AS IN 889965 ; LONDON

**Description of Property**

The property at 46 Bruce Street is located on the north side of Bruce Street, between Cynthia Street and Teresa Street in London, Ontario. The property is located within the Wortley Village-Old South Heritage Conservation District.

## SCHEDULE “B”

To By-law No. **L.S.P.-** \_\_\_\_\_ - \_\_\_\_\_

### Statement of Cultural Heritage Value or Interest

The property at 46 Bruce Street is of significant cultural heritage value or interest because of its physical/design value and its contextual value.

The property at 46 Bruce Street includes a representative example of a one-and-a-half storey Queen Anne Revival style, side hall plan cottage. The Queen Anne Revival architectural style is demonstrated in the detailing of the cottage at 46 Bruce Street. In particular, the masonry detailing on the front façade, and the ornate wood detailing in the entryway and gable demonstrate the intricate detailing and various materials, shapes, and textures that are characteristic of the Queen Anne Revival style. The buff brick is accentuated with two string courses of rusticated buff brick; one extending from the spring point of the voussoirs, and the second extending horizontally below the dwelling’s front window sill, both embellishments on the dwelling’s south façade. The rusticated buff brick is also applied in an alternating pattern forming the voussoirs of the arched front window.

The dwelling’s roof consists of a hipped roof form, with a projecting front gable, allowing for the decoration to emphasize the Queen Anne Revival architectural style of the cottage. The face of the gable includes a concentration of decorative wood details, including carved wood corbels and brackets, a pair of windows separated by a mullion painted wood shingle imbrication, and applied linear and round medallion detailing in the bargeboard. The gable peak also features an arrangement of medallion details applied in a diamond shape, flanked by two wooden inverse sunbursts.

The detailed woodwork on the dwelling extends to the fenestration on the building’s south (main) façade which includes a large front window with an arched stained glass window. The sash separating the fixed window from the arched stained glass includes elegant dentil details that are also replicated in the trim of the doorway. The doorway includes a set of double-leaf wood panel doors, with a rectangular transom, including a stained-glass window which includes a floral-inspired design, similar to the design of the arched front window. The stained-glass design above the doors, incorporates the municipal address “46” into the centre of its design.

Though likely added as an early-20<sup>th</sup> century alteration, the front porch of the dwelling is compatible with the style and vintage of the dwelling. The shallow shed style porch roof is supported by tapered square posts, on rusticated concrete block plinths. The railing system consists of a curved top rail and vertically arranged wood planks with carved circular and foliage-like detailing. The railing system, a more recent alteration consists of a curved top rail and vertically arranged wood planks with carved circular and foliage-like detailing. Though not a historical design, the painted wood material, proportions, and design are compatible with the dwelling.

Contextually, the property at 46 Bruce Street is included within the Wortley Village-Old South Heritage Conservation District characteristic of the area. The *Wortley Village-Old South Heritage Conservation District Plan and Guidelines* identifies the architectural character as being “established by the recurrent use of consistent building materials, forms and detail in the majority of properties in the HCD”. In addition, the Plan notes that the “design details that embellish the exterior of the landmark buildings are repeated, sometimes in less grand scale, in the house.” As a well-executed example of a Queen Anne Revival cottage, consistent in materials and stylistic details, the property is important in supporting and maintain the character of the Wortley Village-Old South Heritage Conservation District.

Further, the property is visually and historically linked to its surroundings. In particular, the dwelling on the adjacent property at 44 Bruce Street is of a different style but features the same use of rusticated buff brick for its string courses, and similar wood detailing in the gables of the dwellings. The style and details can be found elsewhere on properties of a similar architectural style and age on Bruce Street and Askin Street.

## Heritage Attributes

The heritage attributes which support and contribute to the cultural heritage value or interest of the property include:

- Demonstration of the Queen Anne Revival architectural style applied to the side hall plan cottage as demonstrated by:
  - Form, scale, and massing of the one-and-a-half storey dwelling and detailing, including:
    - Buff brick construction of the dwelling;
    - String courses of rusticated buff brick on the south (main) façade of the dwelling;
    - Alternating pattern of rusticated buff brick and smooth buff brick forming the voussoirs over the front arched window;
    - Fixed paint wood front window with stained-glass arched window including dentil detailing;
    - Wooden front doorway with original double-leaf wood main doors, and heavy wood trim, including dentil details;
    - Stained-glass transom window above the front door;
    - Hipped roof form;
    - Hipped gable roof form on the north façade;
    - Projecting front gable including:
      - Bargeboard with decorative linear and round medallion details, corbels, and dentils;
      - Window opening with a pair of window separated by a mullion;
      - Painted wood shingle imbrication;
      - Bracket course at the base of gable peak;
      - Medallion and sunburst details in the gable peak;
    - Shallow shed style porch roof, supported by squared wood posts on rusticated concrete block plinths;
    - Rounded top rail and vertically arranged painted wood plank pickets with carved circular and foliage-inspired details.
    - Double-hung painted wood sash windows on the east and west elevation, with brick voussoirs, and wood sills.
  - Interior design details including:
    - Interior wood trim around the doors and windows;
    - Interior wood baseboard with profiles; and,
    - Decorative spandrel located above the double-leaf entryway between the dining room and front sitting room, including decorative bead detailing.

Bill No. 537  
2021

By-law No. PS-113-21\_\_\_\_

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

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

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

1. **No Parking**

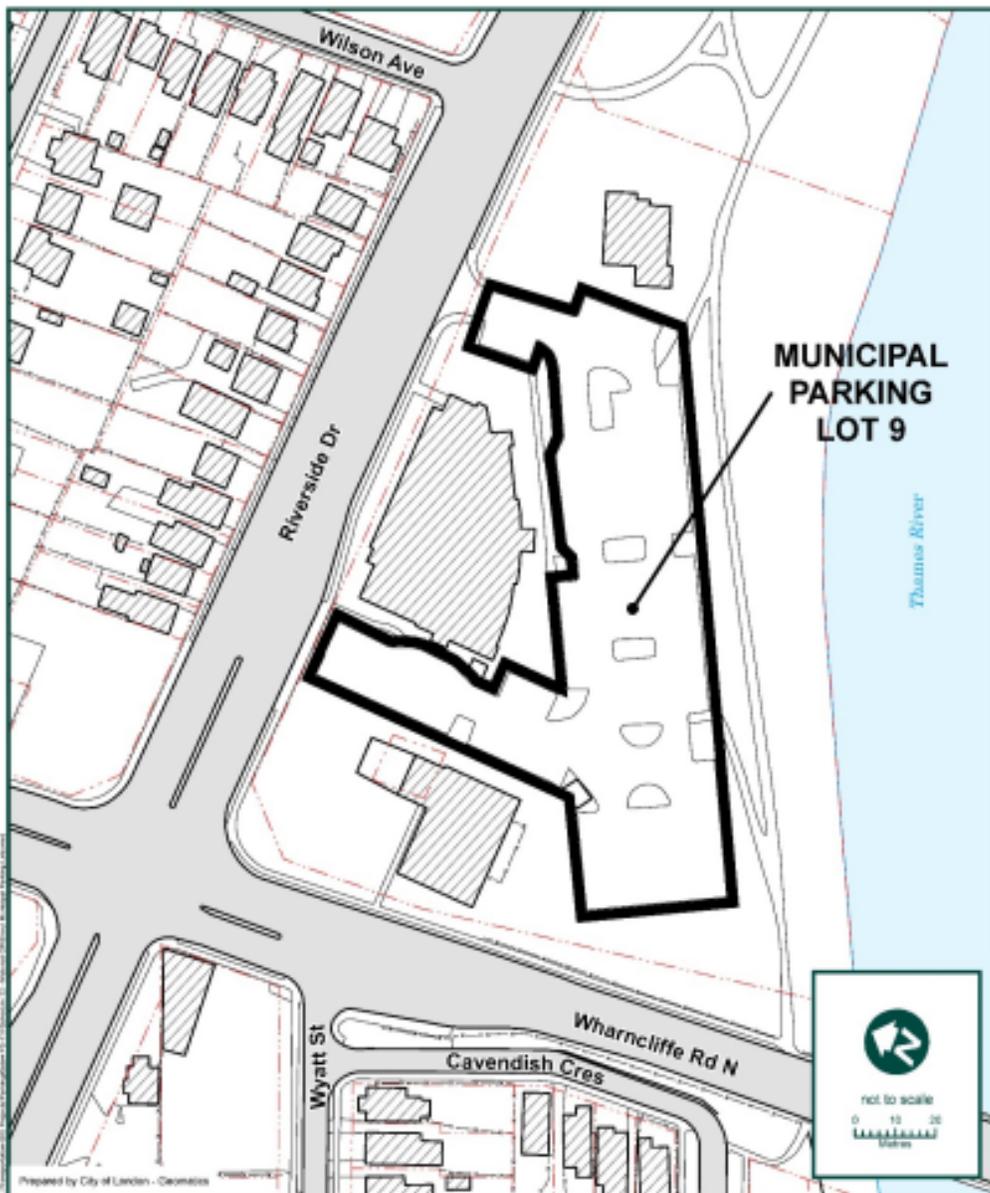
Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Column 1 Street	Column 2 Side	Column 3 From	Column 4 To	Column 5 Period
Wateroak Drive	East and North	A point 163 m north of Tokala Trail	West limit of Wateroak Drive	Anytime
Wateroak Drive	South	A point 20 m east of Foxbend Link	A point 20 m west of Foxbend Link	Anytime
Wateroak Drive	South	A point 20 m east of Sedgefield Row	A point 20 m west of Sedgefield Row	Anytime
Wateroak Drive	West	A point 20 m south of Couldridge Way	A point 20 m north of Couldridge Way	Anytime

2. **Metered Off-Street Municipal Parking Lots**

Schedule 22 (Metered Off-Street Municipal Parking Lots) of By-law PS-113 is hereby amended by **deleting** the following map:

**SCHEDULE 22  
of  
TRAFFIC & PARKING BY-LAW  
  
METERED  
OFF-STREET MUNICIPAL PARKING LOTS**



 300 Dufferin Avenue PO Box 3032 London, Ontario N6A 4L9 Central Region 519-861-1500 www.london.ca	<b>Kiwanis Seniors Centre Parking Lot (78 Riverside Dr)</b>	Date Oct 18, 2017
		<b>Lot 9</b>

3. **Metered Municipal Parking Lots**

Schedule 30 (Metered Municipal Parking Lots) of the By-law PS-113 is hereby amended by **deleting** the following row:

Column 1 Lot Number	Column 2 Lot Name	Column 3 Description	Column 4 Vehicle Accommodation
9	78 Riverside Drive	The premises located on the south side of Riverside Drive to the rear of 78 Riverside Drive designated as Part 1, on a Plan A-0159 of the Environmental Services Department Attached as Schedule 22 (Part 9)	

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

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

Bill No. 538  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to assume certain works and services  
in the City of London. (White Oaks (Legendary)  
Phase 1, 33M-518)

WHEREAS the Deputy City Manager, Environment and Infrastructure of  
The Corporation of the City of London has reported that works and services have been  
constructed to their satisfaction in White Oaks (Legendary) Phase 1, 33M-518;

AND WHEREAS it is deemed expedient to assume the said works and  
services;

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

1. The Corporation of the City of London assumes the following works and  
services, namely:

White Oaks (Legendary) Phase 1  
MTE Consultants

Georgeheriot Lane – All;  
Legendary Drive – All;  
Paulpeel Avenue – All;  
Lismer Way – All;  
Blocks 85 & 86 – being walkways;  
Blocks 83 & 84 – being parkland

2. The warranty period for the works and services in the subdivision referred  
to in Section 1 of this by-law is for the period of October 5, 2021 to October 6, 2022.

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

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021



Bill No. 539  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to assume certain works and services  
in the City of London. (North Longwoods  
Subdivision, Phase 2 – 33M-581)

WHEREAS the Deputy City Manager, Environment and Infrastructure of  
The Corporation of the City of London has reported that works and services have been  
constructed to their satisfaction in North Longwoods Subdivision, Phase 2 – 33M-581;

AND WHEREAS it is deemed expedient to assume the said works and  
services;

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

1. The Corporation of the City of London assumes the following works and  
services, namely:

North Longwoods Subdivision, Phase 2 – 33M-581  
MTE Consultants

Emilycarr Lane – All;  
Georgeheriot Lane – All;

2. The warranty period for the works and services in the subdivision referred  
to in Section 1 of this by-law is for the period of October 5, 2021 to October 6, 2022.

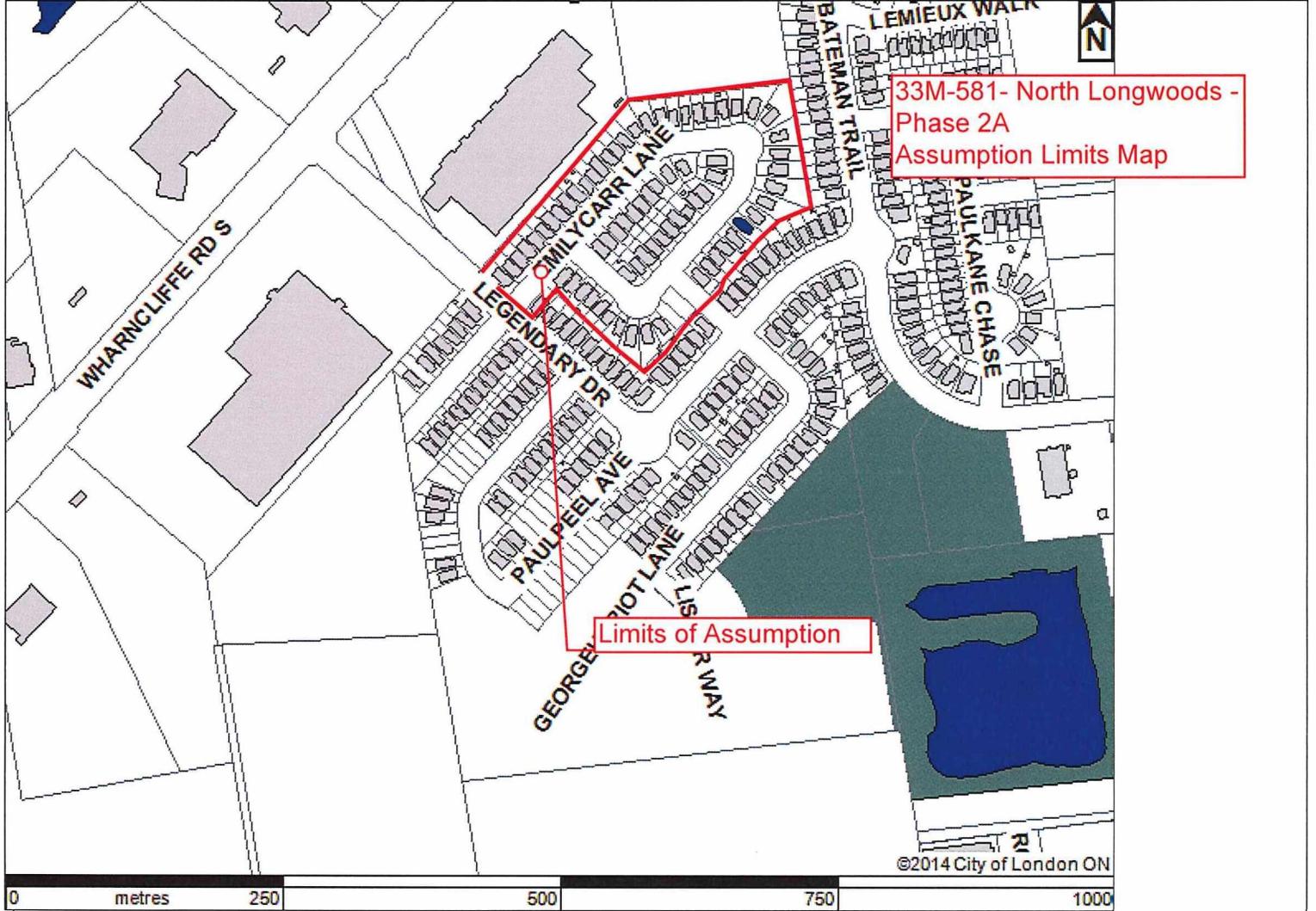
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

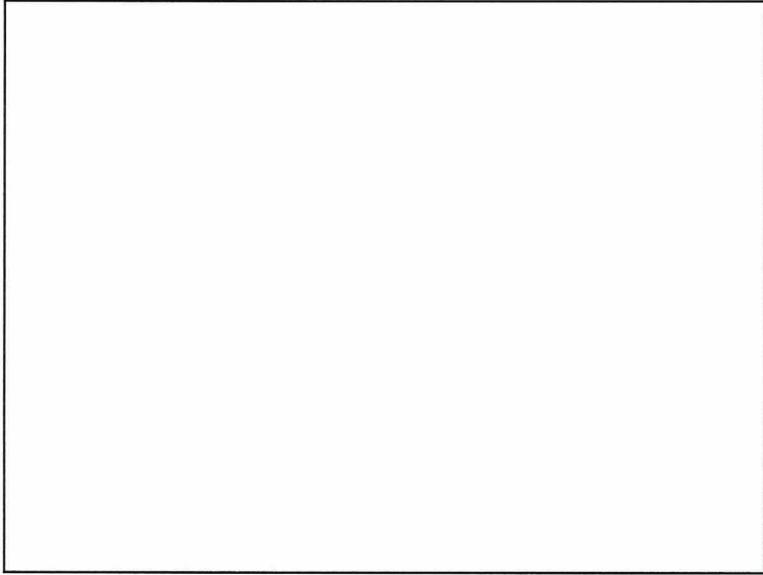
First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021



MAP LEGEND

- Assessment Parcels
- Buildings
- Major Pipelines
- Parks

NOTES



Bill No. 540  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to assume certain works and services  
in the City of London. (Woodhull Subdivision –  
33M-682)

WHEREAS the Deputy City Manager, Environment and Infrastructure of  
The Corporation of the City of London has reported that works and services have been  
constructed to their satisfaction in Woodhull Subdivision – 33M-682;

AND WHEREAS it is deemed expedient to assume the said works and  
services;

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

1. The Corporation of the City of London assumes the following works and  
services, namely:

Woodhull Subdivision – 33M-682

Farhi Holdings Inc.

Kilgorman Way – All;

Kilgorman Key – All;

Block 27 storm outlet;

External Works – Gideon Drive – watermain;

External Works – Woodhull Road – watermain;

External Works – Oxford Street West - watermain

2. The warranty period for the works and services in the subdivision referred  
to in Section 1 of this by-law is for the period of October 13, 2021 to October 13, 2022.

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

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

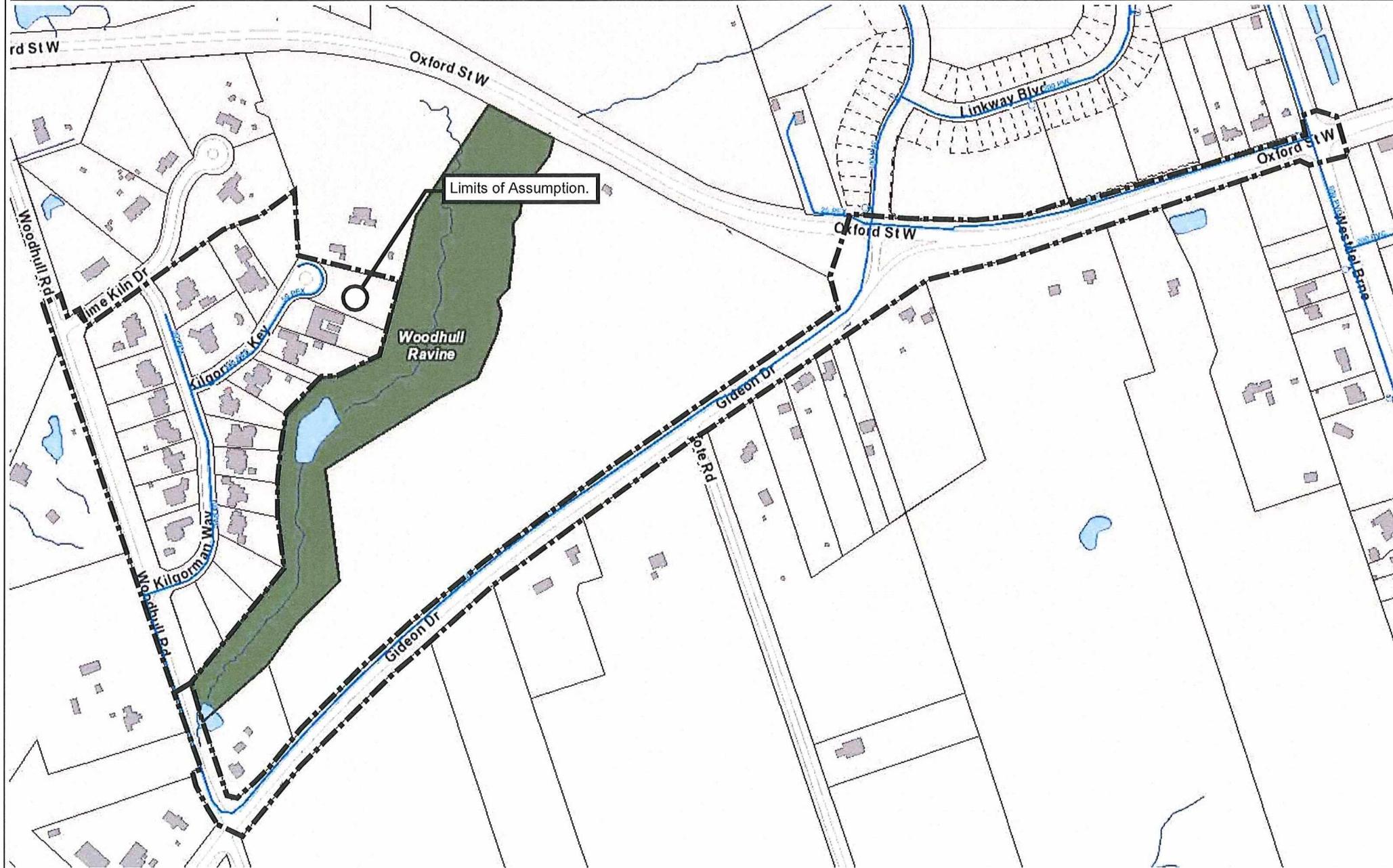
First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021



London

# Limits of Assumption Farwood Subdivision (Woodhull), Plan 33M-682

Notes



0.2 0 0.10 0.2 Kilometers

NAD\_1983\_UTM\_Zone\_17N  
© City of London

This map is a user generated static output from city of london site and is for reference only.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:4,000



Bill No. 541  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to assume certain works and services in the City of London. (Summerside Subdivision Phase 12A – Stage 2, 33M-533)

WHEREAS the Deputy City Manager, Environment and Infrastructure of The Corporation of the City of London has reported that works and services have been constructed to their satisfaction in Summerside Subdivision Phase 12A – Stage 2, 33M-533;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Summerside Subdivision Phase 12A – Stage 2, 33M-533  
Greengate Village Ltd.

Asima Drive – from Turner Crescent to South limit;

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law is for the period of October 13, 2021 to October 13, 2022.

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

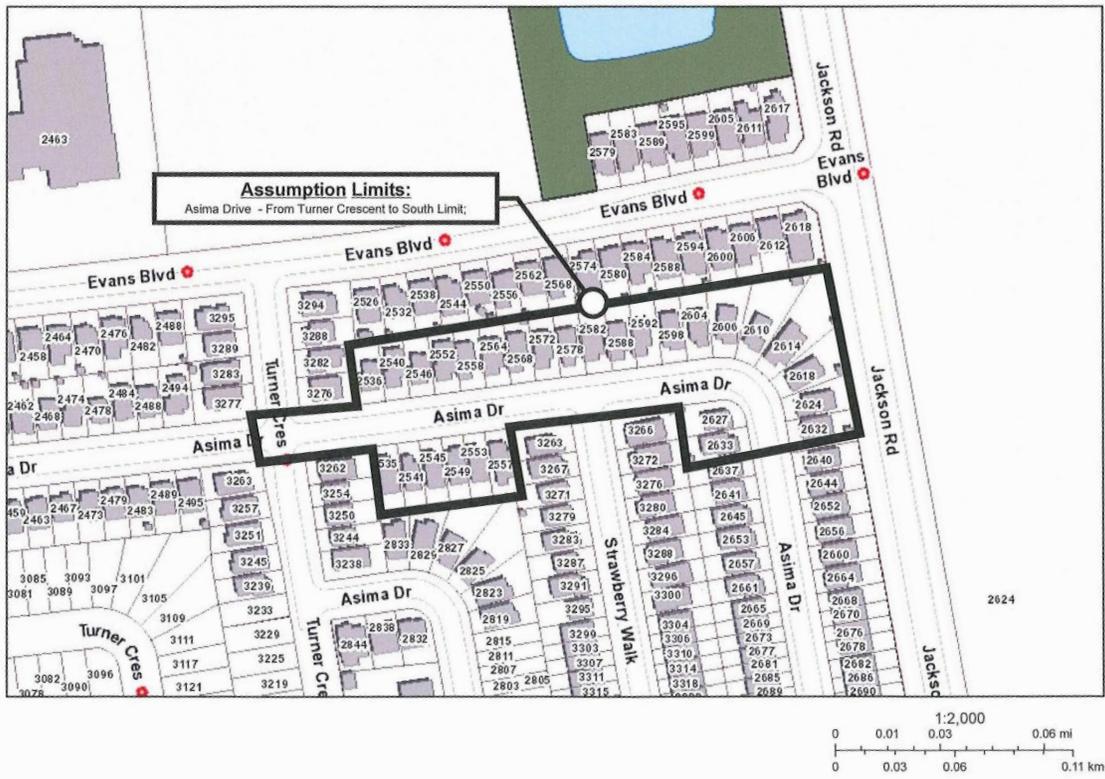
PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

**Assumption Limits - Summerside Phase 12A - Stage 2, 33M-533**



The Corporation of the City of London  
 Corporation of the City of London | Produced For: Environmental & Engineering Services - Transportation Planning & Design | Produced by: Environmental & Engineering Services - Geomatics | Corporation of the City of London | Corporation of the City of London |

Bill No. 542  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to assume certain works and services in the City of London. (Creek View Subdivision Phase 1, 33M-652)

WHEREAS the Deputy City Manager, Environment and Infrastructure of The Corporation of the City of London has reported that works and services have been constructed to their satisfaction in Creek View Subdivision Phase 1, 33M-652;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Creek View Subdivision Phase 1, 33M-652  
Landea Developments Inc. c/o Southside Group

Aldersbrook Gate – all;  
Brown Drive – all;  
Tokala Trail – all;  
Wateroak Drive – all

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law is for the period of October 19, 2021 to October 19, 2022.

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

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

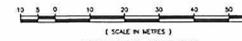
# 33M-652 - CREEKVIEW LANDEA PHASE 1 ASSUMPTION LIMITS

LESEX  
PARCEL REGISTER  
TO THE REQUIRED  
860071

J. FEHNER  
REP. LAND REGISTRAR

THIS PLAN IS COMPRISED OF PART OF P.L.N. 08138-1147(LT)  
LOTS 1 to 48 BOTH INCLUSIVE, BLOCKS 49 to 58 BOTH INCLUSIVE,  
ALDRIBROOK GATE, BROWN DRIVE, TOKALA TRAIL AND WATERLOO DRIVE  
ARE SUBJECT TO ER684974

PLAN OF SUBDIVISION  
OF PART OF  
**LOT 22, CONCESSION 5**  
(GEOGRAPHIC TOWNSHIP OF LONDON)  
IN THE  
CITY OF LONDON  
COUNTY OF MIDDLESEX  
SCALE 1:750 (METRIC)



JEREMY C.E. MATTHEWS  
ONTARIO LAND SURVEYOR

**LEGEND:**  
BEARINGS ARE U.T.M. GRID DERIVED FROM SPECIFIED CONTROL POINTS  
028941015 AND 028941016, UTM ZONE 17, NAD83 (ORIGINAL).  
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY  
THE CORRECTED SCALE FACTOR OF 0.999565057.

**SPECIFIED CONTROL POINTS (SCP's) AND OBSERVED REFERENCE POINTS (ORP's):**  
UTM ZONE 17, NAD83 (ORIGINAL)  
COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.R.S. 216/10

POINT ID	NORTHING	EASTING
SCP 028941015	4,762,454.32	473,513.25
SCP 028941016	4,762,024.25	472,467.47
ORP A	4,762,465.98	473,567.23
ORP B	4,762,653.69	473,506.23

COORDINATES CANNOT, IN THEMSELVES, BE USED TO  
RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN

- DENOTES SURVEY MONUMENT SET
- DENOTES SURVEY MONUMENT FOUND
- SB DENOTES STANDARD IRON BAR
- BB DENOTES IRON BAR
- CC DENOTES CUT CROSS
- WIT DENOTES WITNESS
- ME DENOTES MEASURED
- S DENOTES SET
- N/T DENOTES NON TANGENTIAL
- S/T DENOTES SUBJECT TO
- RDAL DENOTES REMAINDER
- CD DENOTES CALLON, DIETZ, O.L.S.'s
- MTO DENOTES MINISTRY OF TRANSPORTATION OF ONTARIO
- PI DENOTES PLAN 33M-18454

**CURVE TABLE**

CURVE NO.	RADIUS	ARC	CHORD	CHORD BEARING
C1	29,500	11,833	11,754	N08°47'12"W
C2	48,500	18,454	19,324	N06°47'12"W
C3	48,500	0,898	0,898	N19°44'52"W
C4	48,500	18,556	18,443	N08°15'23"W
C5	70,500	1,416	1,416	N88°53'37"W
C6	90,500	25,837	25,750	N75°07'00"W
C7	90,500	11,441	11,434	N83°40'26"W
C8	90,500	11,449	11,441	N76°25'17"W
C9	90,500	2,947	2,947	N71°52'15"W
C10	90,500	41,542	41,178	N57°47'16"W
C11	90,500	2,788	2,788	N70°03'19"W
C12	90,500	11,929	11,921	N55°23'47"W
C13	90,500	12,128	12,119	N37°46'51"W
C14	90,500	12,367	12,372	N50°01'20"W
C15	90,500	2,315	2,315	N45°22'12"W
C16	70,500	32,362	32,078	N37°47'16"W
C17	70,500	15,520	15,489	N44°37'44"W
C18	70,500	16,842	16,802	N51°28'53"W
C19	172,000	0,599	0,599	N68°33'15"E
C20	172,000	13,163	13,160	N60°15'45"E
C21	172,000	13,051	13,048	N61°53'46"E
C22	172,000	13,051	13,048	N57°32'24"E
C23	172,000	12,956	12,953	N53°12'42"E
C24	172,000	6,279	6,279	N22°36'39"E
C25	172,000	0,300	0,300	N28°30'34"E
C26	193,500	0,300	0,300	N28°30'34"E
C27	193,500	6,429	6,429	N22°30'31"E
C28	24,000	15,913	15,623	N11°28'02"E
C29	23,000	3,743	3,738	N02°47'59"W
C30	11,000	7,528	7,352	N17°44'22"W
C31	11,000	3,996	3,974	N31°15'53"W

**MONUMENT NOTE:**

ALL SET MONUMENTS SHOWN HEREON ARE IRON BARS (6") UNLESS OTHERWISE NOTED.

**OWNER'S CERTIFICATE:**

- THIS IS TO CERTIFY THAT:
- LOTS 1 to 48, BOTH INCLUSIVE, BLOCKS 49, 50, 51, 52, 53 AND 58, THE STREETS NAMELY ALDRIBROOK GATE, BROWN DRIVE, TOKALA TRAIL AND WATERLOO DRIVE, THE STREET WIDTHS, NAMELY BLOCK 54, THE RESERVES, NAMELY BLOCKS 55, 56 AND 57 HAVE BEEN Laid OUT IN ACCORDANCE WITH MY INSTRUCTIONS.
  - THE STREETS AND STREET WIDTHS ARE HEREBY DEDICATED TO THE CORPORATION OF THE CITY OF LONDON AS PUBLIC HIGHWAYS.

LANDA DEVELOPMENTS INC.

Dec 12 / 2012  
DATE

VITO FRJA  
I HAVE THE AUTHORITY TO BID THE CORPORATION

**SURVEYOR'S CERTIFICATE:**

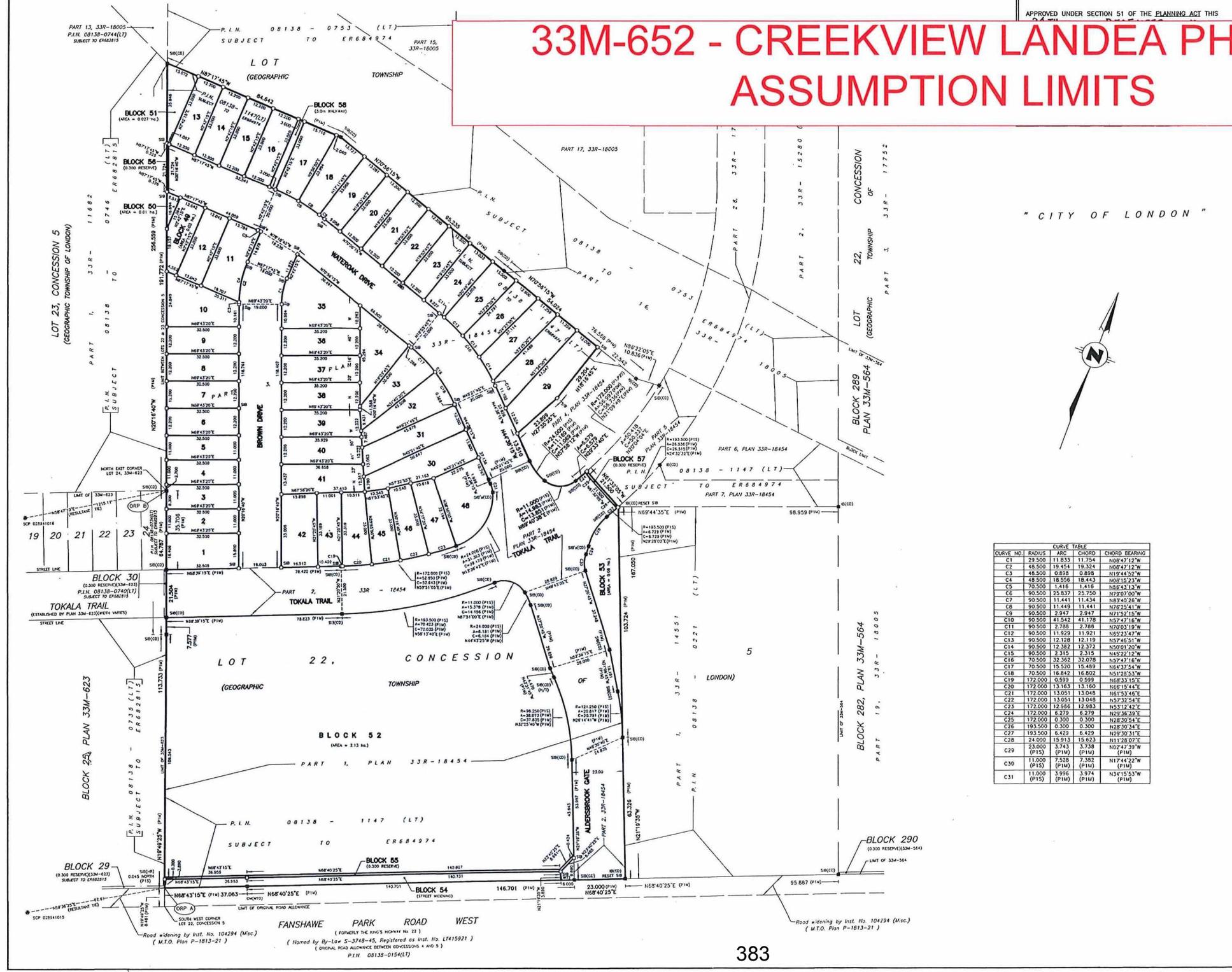
- I CERTIFY THAT:
- (1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - (2) THE SURVEY WAS COMPLETED ON THE 17th DAY OF OCTOBER, 2012.

December 10, 2012  
DATE

JEREMY C.E. MATTHEWS  
ONTARIO LAND SURVEYOR

**METRIC:** DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048  
M:\DWG\2011\11-16014\18014-a\dwg\Subplan\_southside.dwg December 10, 2012

**Callon & Dietz**  
INCORPORATED  
ONTARIO LAND SURVEYORS  
LONDON, ONTARIO  
T: (519) 673-0220 F: (519) 673-5052 www.callondietz.com  
SURVEY BY: ORANN BY: H.R.D. FILE NO: 11-16014 PLAN NO: X-1578



Bill No. 543  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Buroak Drive; and as part of Twilite Boulevard )

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Buroak Drive, namely:

“All of Block 115 on Registered Plan 33M-752 in the City of London and County of Middlesex.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Twilite Boulevard, namely:

“All of Block 137 on Registered Plan 33M-750 and all of Block 117 on Registered Plan 33M-752 in the City of London and County of Middlesex.”

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

PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

# LOCATION MAP



**▭** SUBJECT LANDS

Bill No. 544  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Evans Boulevard)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Evans Boulevard, namely:

“All of Block 158 on Registered Plan 33M-756 in the City of London and County of Middlesex.”

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

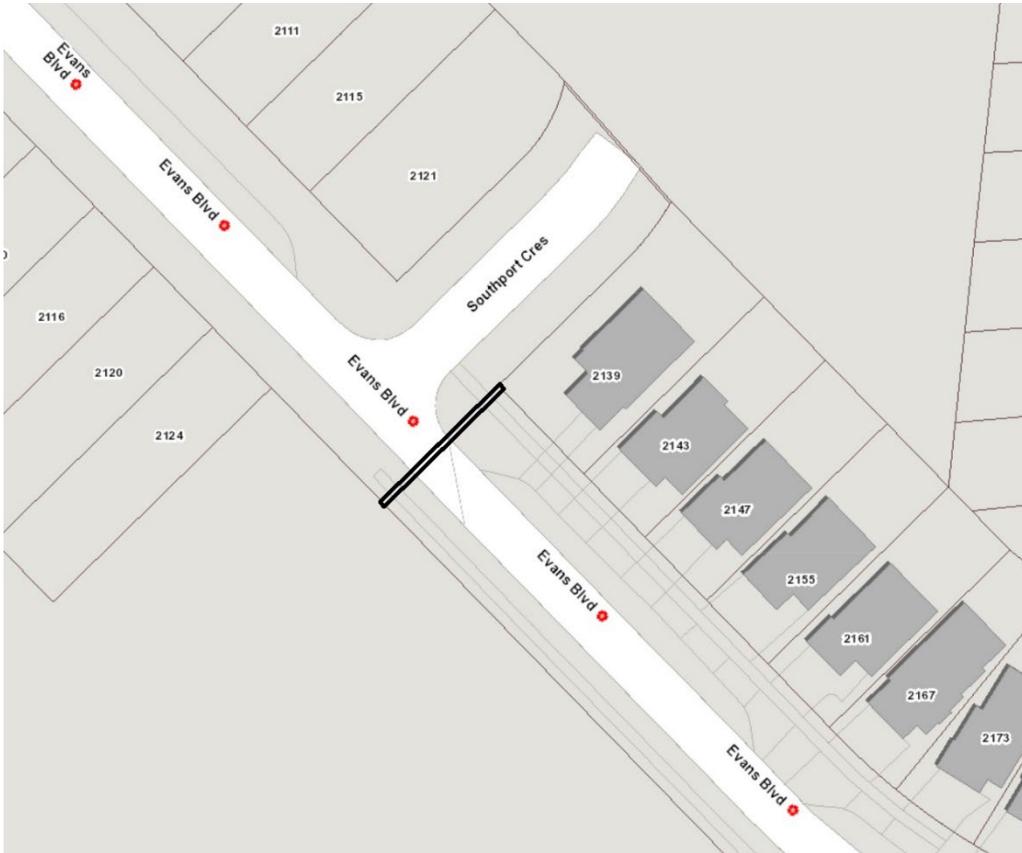
PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

# LOCATION MAP



 SUBJECT LANDS

Bill No. 545  
2021

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Petty Road, Bateman Trail, Lemieux Walk; and Biddulph Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Petty Road, namely:

“All of Block 68 on Registered Plan 33M-542 in the City of London and County of Middlesex.”

2. The lands and premises hereinafter described are laid out, constituted, established and assume as public highway as part of Batemain Trail, namely:

“All of Block 92 on Registered Plan 33M-576 in the City of London and County of Middlesex.”

3. The lands and premises hereinafter described are laid out, constituted, established, and assumed as public highway as part of Lemieux Walk, namely:

“All of Block 93 on Registered Plan 33M-576 in the City of London and County of Middlesex.”

4. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Biddulph Street, namely:

“All of Block 94 on Registered Plan 33M-576 in the City of London and County of Middlesex.”

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

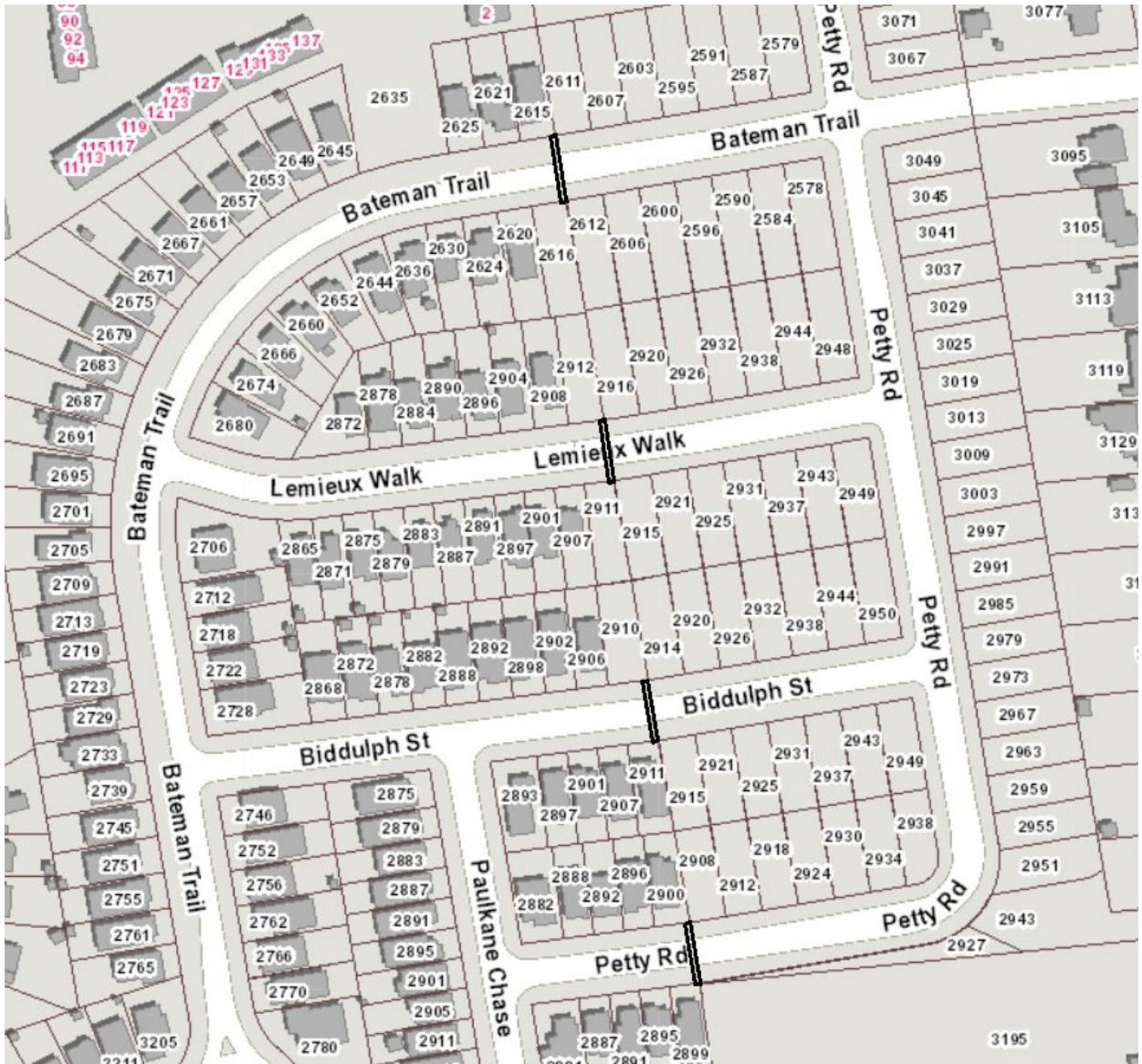
PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

# LOCATION MAP



**▭** SUBJECT LANDS

Bill No. 546  
2021

By-law No. Z.-1-212\_\_

A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning for lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798.

WHEREAS Rembrandt Developments (Woodstock) Inc. has applied to remove the holding provision from the zoning on lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798, as shown on the attached map, to remove the holding (h) provision so that the zoning of the lands as a Residential R5/Residential R6/Residential R7/Residential R8 (R5-4/R6-5/R7•D75•H16/R8-4•H16) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

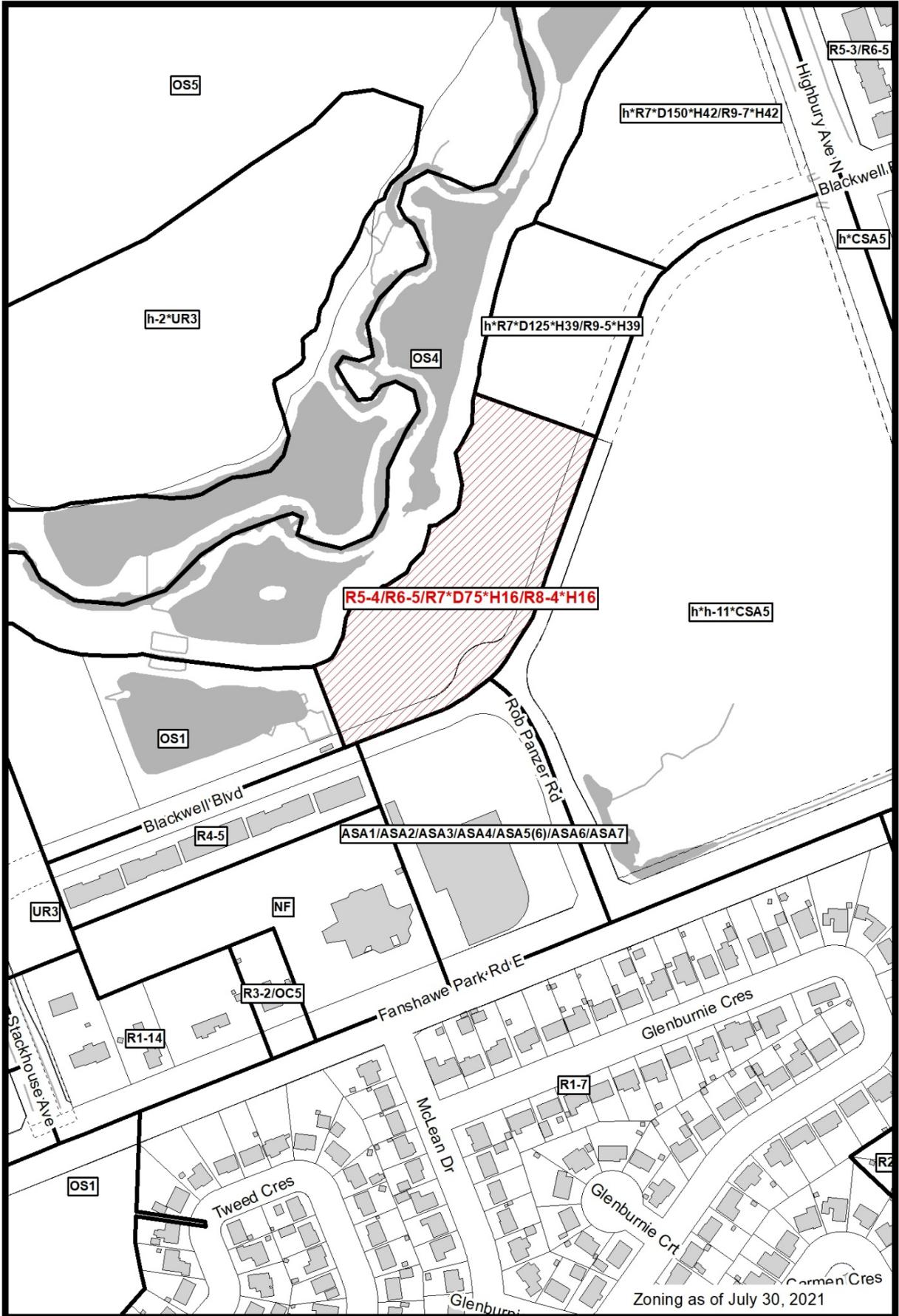
PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

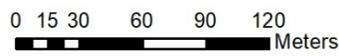
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9391  
 Planner: LM  
 Date Prepared: 2021/10/04  
 Technician: MB  
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000



Geodatabase

Bill No. 547

2021

By-law No. Z.-1-212\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 512 McCormick Boulevard

WHEREAS Derek Panzer has applied to rezone a portion of an area of land located at 512 McCormick Boulevard, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable the lands located at 512 McCormick Boulevard, as shown on the attached map comprising part of Key Map No. A108, from a Residential R1 (R1-6) Zone to a Light Industrial Special Provision (LI1(\_)) Zone.
- 2) Section Number 40.4 of the Light Industrial (LI1) Zone is amended by adding the following Special Provision:

LI1(_)	512 McCormick Boulevard	
a)	Additional Permitted Use:	
	i)	Urban Agriculture
b)	Regulations for the Additional Permitted Use:	
	i)	Lot Area (minimum) 800 sq.m (8,611 sq.ft)
	ii)	Interior Side Yard Depth of Abutting Residential (minimum) 1.2m (4ft) per 3m (9.8 ft) building height
	iii)	Rear Yard Depth of Abutting Residential (minimum) 1.2m (4ft) per 3m (9.8 ft) building height
	iv)	Parking (minimum) 1
	v)	Up to 8 shipping containers converted for, and wholly devoted to, growing food are permitted
	vi)	Vertical stacking of shipping containers is expressly prohibited

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

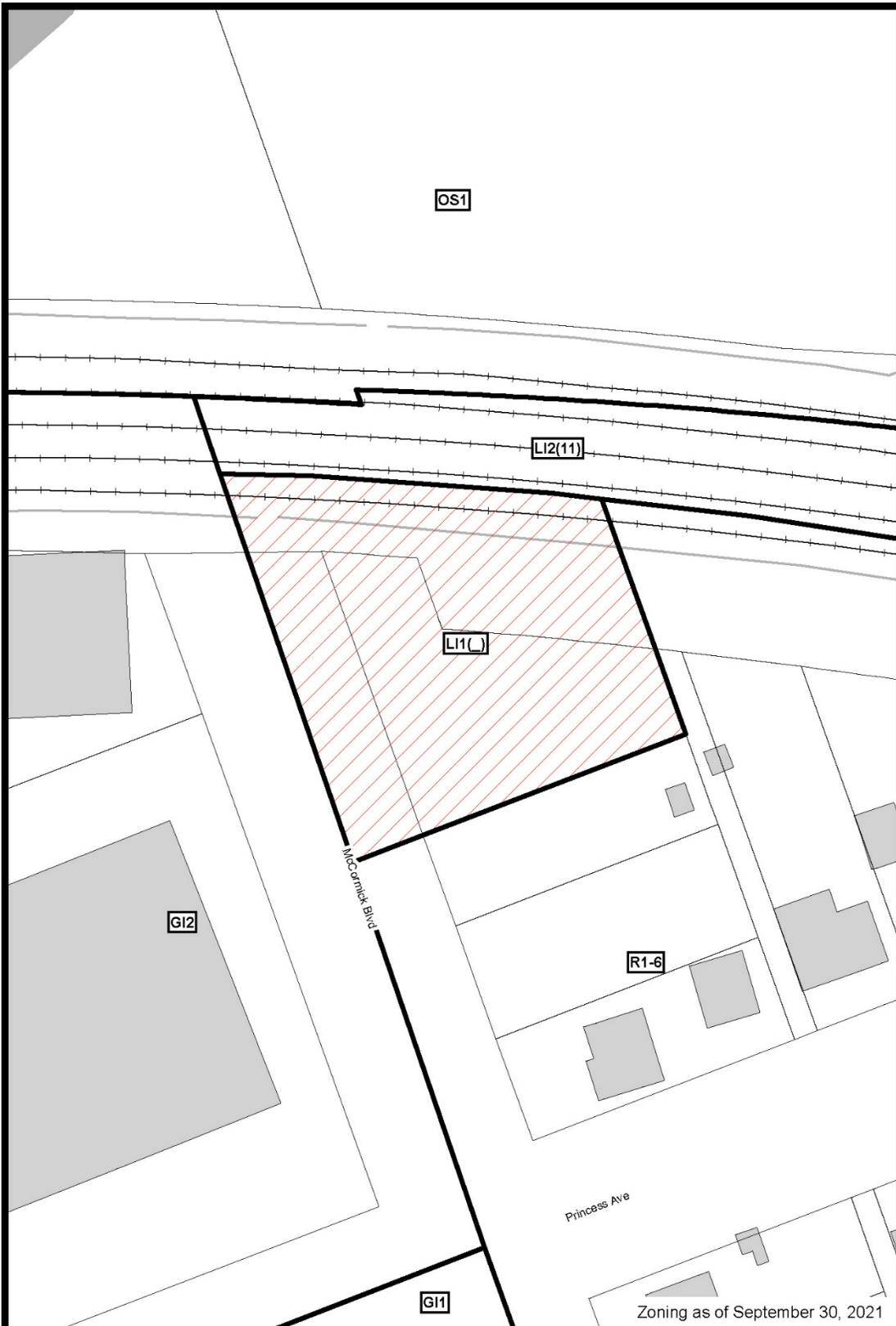
PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9374  
Planner: CM  
Date Prepared: 2021/06/10  
Technician: rc  
By-Law No: Z.-1-

SUBJECT SITE 

1:600

0 3 6 12 18 24 Meters



Geodatabase

Bill No. 548  
2021

By-law No. Z.-1-21\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 560 and 562 Wellington Street.

WHEREAS 560 Wellington Holdings Inc. has applied to rezone an area of land located at 560 and 562 Wellington Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 560 and 562 Wellington Street, as shown on the attached map comprising part of Key Map No. A107, from an Office (OF1) Zone to a holding Residential R10 Special Provision (h-5\*R10-5( )\*H61) Zone.
- 2) Section Number 14.4 of the Residential R10 Zone is amended by adding the following Special Provision:

R10-5( )	560 and 562 Wellington Street
a)	Additional Permitted Uses
	i) Art galleries
	ii) Bake shops
	iii) Convenience stores
	iv) Dry cleaning and laundry depots
	v) Financial institutions
	vi) Personal service establishments
	vii) Florist shop
	viii) Small-scale grocery store
	ix) Food store
	x) Restaurants
	xi) Retail stores
	xii) Studios
	xiii) Video rental establishments
b)	Regulations:
	i) Gross Floor Area for additional permitted uses (Maximum) 300m <sup>2</sup> (3,229 sq ft)
	ii) Front and Exterior Side Yard Depth (Minimum) 0m (0 ft)
	iii) Rear and Interior Side Yard Depth (Minimum) 0m (0 ft)
	iv) Landscape Open Space (Minimum) 0%
	v) Lot Coverage (Maximum) 95%

vi)	Height ft) (Maximum)	17 storeys or 61m (200 whichever is less
vii)	Density (Maximum)	807 Units Per Hectare
viii)	Parking Area Setback (Minimum)	0m (0 ft)
ix)	Floor Area Ratio (Maximum)	10:1
x)	Tower setback above 4 <sup>th</sup> storey (Minimum)	2.8m (9.2 ft)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

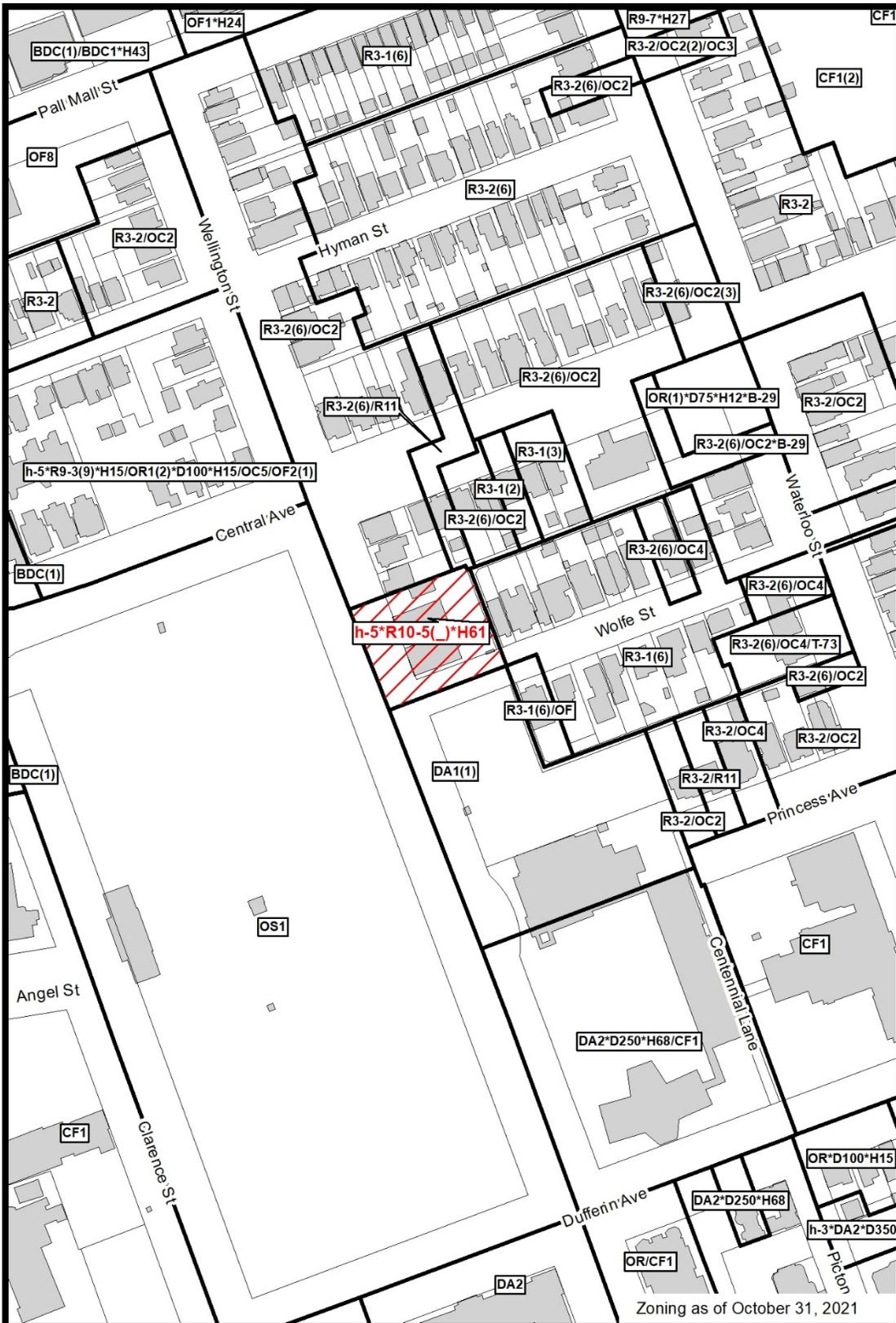
PASSED in Open Council on November 16, 2021.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – November 16, 2021  
Second Reading – November 16, 2021  
Third Reading – November 16, 2021

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-8462  
 Planner: SW  
 Date Prepared: 2021/11/04  
 Technician: MB  
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.525 50 75 100 Meters



Geodatabase