

Community and Protective Services Committee

Report

7th Meeting of the Community and Protective Services Committee
May 31, 2022

PRESENT: Councillors M. Cassidy (Chair), M. Salih, J. Helmer, M. Hamou, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor J. Morgan; J. Bunn and J. Taylor Remote Attendance: Councillors J. Fyfe-Millar, A. Hopkins, S. Lewis, E. Pelozza and M. van Holst; L. Livingstone; A. Anderson, R. Armistead, C. Cooper, P. Cooper, K. Dickins, C. Dooling, T. Fowler, O. Katolyk, E. Ling, H. Lysynski, J.P. McGonigle, N. Musicco, D. O'Brien, A Pascual, M. Schulthess, C. Smith, M. Somide, J. Tansley, T. Wellhauser The meeting was called to order at 4:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors J. Helmer, S. Hillier and M. Salih.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor J. Helmer disclosed a pecuniary interest in clause 4.3 of this Report, having to do with Short Term Accommodations - Proposed Amendments, by indicating that he has used Airbnb to rent out his home in the past.

2. Consent

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

That Items 2.1 to 2.5, 2.7, 2.8, 2.10 and 2.11 BE APPROVED.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 3rd Report of the Accessibility Advisory Committee

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

That the 3rd Report of the Accessibility Advisory Committee, from its meeting held on April 28, 2022, BE RECEIVED.

Motion Passed

2.2 Updated By-laws for London and Middlesex Local Immigration Partnership

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

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report, dated May 31, 2022, related to Updated By-laws for London and Middlesex Local Immigration Partnership:

a) the proposed by-law, as appended to the above-noted staff report, being "A by-law to amend By-law No. A.-7948-71, entitled 'A by-law to

authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership' to reflect the current organizational structure and transfer delegation of authority", BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022; and,

b) the proposed by-law, as appended to the above-noted staff report, being "A by-law to amend By-Law No. A.-7958-94, entitled 'A by-law to authorize and approve the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership' to reflect the current organizational structure and transfer delegation of authority", BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022. (2022-S15)

Motion Passed

2.3 Single Source Procurement SS 2022-166 Base Station Replacement for Emergency Communications System

Moved by: E. Holder

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager Enterprise Supports, with the concurrence of the Director of Emergency Management and Security Services, the following actions be taken, with respect to the staff report, dated May 31, 2022, related to a Single Source Procurement SS 2022-166 Base Station Replacement for Emergency Communications System:

a) the proposal submitted by PSPC Canada Systems Incorporated (formerly L3Harris Canada) for replacement of two (2) of the City's MASTR III base stations BE APPROVED, for the purchase price of \$1,140,602.00 (HST excluded), in accordance with sections 14.4 d. and 14.4 e. of the Procurement of Goods and Services Policy;

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

c) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory terms and conditions with PSPC Canada Systems Incorporated (formerly L3Harris Canada) to the satisfaction of the City Solicitor's Office and entering a formal contract, agreement or having a purchase order relating to the subject matter of the approval set out above; and,

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted approval. (2022-P03)

Motion Passed

2.4 Supply of Cold Bottled Beverages - RFP 2022-041 - Award of Contract

Moved by: E. Holder

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated May 31, 2022, BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022, to:

a) authorize and approve the Agreement, as appended to the above-noted staff report, between The Corporation of the City of London and PepsiCo Beverages Canada, to supply cold beverages at the City's two municipal golf courses and for the vending machines at City of London Arenas, Community Centres, Dearness Home, and City Hall, substantially in the form appended to the above-noted by-law, and satisfactory to the City Solicitor; and,

b) to authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2022-R05D)

Motion Passed

2.5 Amended Agreement with London Symphonia for the Stewardship of the Former Orchestra London Music Library

Moved by: E. Holder

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated May 31, 2022, BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022, to:

a) authorize and approve an amended Stewardship Agreement between the City of London and London Symphonia for its exclusive use and custody of the City's Music Library; it being noted that the foregoing Stewardship Agreement is expected to be substantially in the form as appended to the above-noted by-law, however any amendments to this Stewardship Agreement are to be in a form acceptable to the City Solicitor's Office; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Stewardship Agreement upon The Corporation of the City of London negotiating terms and conditions with London Symphonia to the satisfaction of the City Solicitor's Office. (2022-D02)

Motion Passed

2.7 Property Standards Related Demolitions

Moved by: E. Holder

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated May 31, 2022, BE INTRODUCED at the Council meeting to be held on June 14, 2022, to approve the demolition of abandoned buildings with the municipal addresses of 150 Adelaide Street North, 9 Front Street and 20 Paddington Avenue under the Property Standards provisions of the Building Code Act; it being noted that the properties shall be cleared of all identified buildings, structures, debris and refuse and left in a graded and levelled condition in accordance with the City of London Property Standards By-law and the Ontario Building Code Act. (2022-P10D)

Motion Passed

2.8 Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement

Moved by: E. Holder

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the attached proposed by-law, BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022, to:

- a) approve the Ontario Transfer Payment Amending Agreement, as appended to the above-noted by-law, and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- c) delegate authority to the Deputy City Manager, Planning and Economic Development, or written designate, to authorize and approve such further and other documents, including an Investment Plan, and including agreements that may be required in furtherance of the above-noted Amending Agreement, and that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor;

it being noted that the communication, dated May 27, 2022, from K. Pagniello, M. Laliberte and T. Kiefer, Neighbourhood Legal Services, with respect to this matter, was received. (2022-S11)

Motion Passed

- a. (ADDED) K. Pagniello, M. Laliberte and T. Kiefer, Neighbourhood Legal Services

2.10 Housing Stability Services - Single Source Procurements

Moved by: E. Holder

Seconded by: M. Hamou

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 May 31, 2022, related to Housing Stability Services - Single Source Procurements:

- a) single source procurements BE APPROVED, at a total estimated cost of \$2,150,000 (excluding HST), for the period of April 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms, to administer Housing Stability Services programs, as per The Corporation of the City of London Procurement Policy Section 14.4 d) and e); to the following providers:
 - Unity Project for Relief of Homelessness - Hotel Response (SS-2022-157)
 - CMHA Thames Valley Addiction & Mental Health Services - Holly's House (SS-2022-158)
 - St. Leonard's Community Services – Project Home Baseline supports (SS-2022-159)
 - London Cares Homeless Response Services- Veteran's Program (SS-2022-160)

- CMHA Thames Valley Addiction & Mental Health Services - Housing Stability Table Program (SS-2022-161)
 - VHA Home Healthcare - Extreme Clean/Hoarding Program (SS-2022-162)
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreements with each program. (2022-S11)

Motion Passed

a. (ADDED) Revised Recommendation

- 2.11 2019-2022 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network - Declaration of Compliance - April 1, 2021 - March 31, 2022

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

That, on the recommendation of the Deputy City Manager, Social and Health Development, the Deputy City Manager, Social and Health Development, BE AUTHORIZED to execute the Declaration of Compliance, as appended to the staff report dated May 31, 2022, with respect to compliance with the terms of the 2019-2022 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network for the reporting period of April 1, 2021 to March 31, 2022. (2022-S02)

Motion Passed

- 2.6 Recreation and Sport Summer Program Updates

Moved by: S. Hillier
 Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report, dated May 31, 2022, with respect to Recreation and Sport Summer Program Updates, BE RECEIVED. (2022-R06)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

- 2.9 Housing Stability for All Plan 2021 Update

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, and with the concurrence of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated May 31, 2022, related to a Housing Stability for All Plan 2021 Update:

- a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2021 Update to the Ontario Ministry of

Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA);

b) the Civic Administration BE DIRECTED to circulate this report to stakeholders, agencies, and community groups including, but not limited to, Middlesex County, and the London Homeless Coalition; and,

c) the Civic Administration BE DIRECTED to circulate this report to the Strategic Priorities and Policy Committee to form part of the Housing Development Corporation, London's (HDC's) 2021 annual report to the Shareholder;

it being noted that the communication, dated May 27, 2022, from M. Laliberte and T. Kiefer, Neighbourhood Legal Services, with respect to this matter, was received. (2022-S11)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 On the Wellbeing of Waterfowl and a Proposal to Resolve the Disservice of Ducks - D. Brunt

Moved by: E. Holder

Seconded by: J. Helmer

That the communication, as appended to the agenda, from D. Brunt, with respect to the Wellbeing of Waterfowl and a Proposal to Resolve the Disservice of Ducks, BE RECEIVED; it being noted that the Civic Administration will contact D. Brunt with respect to this matter. (2022-D14)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 D. Devine - Affordable Housing Community Improvement Plan - REQUEST FOR DELEGATION STATUS

Moved by: J. Helmer

Seconded by: E. Holder

That the delegation from D. Devine, with respect to the Affordable Housing Community Improvement Plan, BE RECEIVED. (2022-S11)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: E. Holder

Seconded by: J. Helmer

Motion to approve the request for delegation status from D. Devine to be heard at this meeting.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 Short-term Accommodations - Proposed Amendments

Moved by: E. Holder

Seconded by: M. Hamou

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 May 31, 2022 related to Short-term Accommodations – licensing and regulations:

a) the proposed by-law, as appended to the above-noted staff report BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022, to amend the Business Licensing By-law No. L.-131-16 entitled “A by-law to provide for the Licensing and Regulation of Various Businesses” to add a new Schedule, including definitions and fees, related to the Licensing of Short-term Accommodations; and;

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022, to amend the Administrative Monetary Penalty System (AMPS) By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-5” for the Business Licensing By-law for the category of Short-term Accommodations;

it being noted that the communication, dated May 10, 2022, from B. and M. Hopkins, with respect to this matter, was received. (2022-C01)

Yeas: (5): M. Cassidy, M. Salih, M. Hamou, S. Hillier, and E. Holder

Recuse: (1): J. Helmer

Motion Passed (5 to 0)

4.4 Deputy Mayor J. Morgan - Supporting More Licensed Childcare Spaces

Moved by: M. Hamou

Seconded by: E. Holder

That the Civic Administration BE DIRECTED to provide a report related to options to increase the accessibility and number of licensed child care spaces as part of the implementation of the Canada-Wide Early Learning and Child Care Agreement, to the appropriate standing committee; it being noted that increased affordability is expected to lead to increased demand for limited licensed child care spaces. (2022-S07)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.5 Deputy Mayor J. Morgan - Pandemic-Related Outdoor Patio Rules

Moved by: M. Hamou
Seconded by: S. Hillier

The Civic Administration BE DIRECTED to review the temporary pandemic-related flexibility in business by-law regulations and report back to the appropriate standing committee on which provisions Municipal Council could consider making permanent; it being noted that the Civic Administration already has direction from Council to review zoning regulations on outdoor patio capacity and that this could be achieved by a single comprehensive report back. (2022-S08)

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

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

That the Deferred Matters List for the Community and Protective Services Committee, as at May 10, 2022, BE RECEIVED.

Yeas: (6): M. Cassidy, M. Salih, J. Helmer, M. Hamou, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Confidential

None.

7. Adjournment

The meeting adjourned at 5:29 PM.

Accessibility Advisory Committee

Report

3rd Meeting of the Accessibility Advisory Committee

April 28, 2022

Advisory Committee Virtual Meeting - during the COVID-19 Emergency

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

Attendance PRESENT: J. Menard (Chair), D. Haggerty, N. Judges, A. McGaw, P. Moore, B. Quesnel, P. Quesnel, D. Ruston and K. Steinmann and J. Bunn (Committee Clerk)

ALSO PRESENT: D. Baxter, K. Husain, J. Michaud and M. Stone

ABSENT: M. Bush, T. Eadinger and K. Pereyaslavskaya

The meeting was called to order at 3:03 PM.

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

2.1 Gibbons Park Playground Upgrade

That it BE NOTED that the presentation, dated April 28, 2022, as appended to the Added Agenda, from J. Michaud, Parks Planning and Design, with respect to the Gibbons Park Playground Upgrade, was received.

2.2 Greenway Park Playground Upgrade

That it BE NOTED that the presentation, dated April 28, 2022, as appended to the Added Agenda, from J. Michaud, Parks Planning and Design, with respect to the Greenway Park Playground Upgrade, was received.

3. Consent

3.1 2nd Report of the Accessibility Advisory Committee

That it BE NOTED that the 2nd Report of the Accessibility Advisory Committee, from the meeting held on February 24, 2022, was received.

3.2 Municipal Council Resolution - 1st Report of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on March 22, 2022, with respect to the 1st Report of the Accessibility Advisory Committee, was received.

3.3 Municipal Council Resolution - 2nd Report of the Accessibility Advisory Committee

That it BE NOTED that the Municipal Council resolution, from its meeting held on April 12, 2022, with respect to the 2nd Report of the Accessibility Advisory Committee, was received.

3.4 Public Meeting Notice - Official Plan and Zoning By-law Amendments - 520 Sarnia Road

That it BE NOTED that the Public Meeting Notice, dated March 31, 2022, from A. Riley, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to the property located at 520 Sarnia Road, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

None.

6. Adjournment

The meeting adjourned at 3:54 PM.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Lynne Livingstone, City Manager
Subject: Updated by-laws for London & Middlesex Local Immigration Partnership
Date: May 31, 2022

Recommendation

That, on the recommendation of the City Manager, the following actions be taken with respect to by-law amendments to implement organizational structural changes:

- a) the proposed attached by-law (Appendix “A”), being “A by-law to amend By-law No. A.-7948-71, entitled ‘A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership’ to reflect the current organizational structure and transfer delegation of authority”, **BE INTRODUCED** at the Municipal Council meeting to be held on June 14, 2022; and
- b) the proposed attached by-law (Appendix “B”) being “A by-law to amend By-Law No. A.-7958-94, entitled ‘A by-law to authorize and approve the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership’ to reflect the current organizational structure and transfer delegation of authority”, **BE INTRODUCED** at the Municipal Council meeting to be held on June 14, 2022.

Executive Summary

This report proposes amendments to by-law No. A- 7948-71 authorizing and approving the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership to: (i) transfer delegation of authority from the Deputy City Manager, Social and Health Development to the City Manager or written designate to approve any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement; (ii) transfer delegation of authority from the Deputy City Manager, Social and Health Development to the City Manager and the Manager, Strategic Programs and Partnerships to execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement; and (iii) transfer delegation of authority from the Deputy City Manager, Social and Health Development or written designate to the City Manager or written designate to undertake all the administrative, financial and reporting acts that are necessary in connection with the said Agreement.

The report further recommends amendment to by-law No. A-7958-94 authorizing and approving the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership to: (i) transfer delegation of authority from the Deputy City Manager, Social and Health Development to the City Manager to approve any further amendments to the Purchase of Service Agreement with WIL Counselling and Training for Employment; (ii) transfer delegation of authority from the Deputy City Manager, Social and Health Development to the City Manager and Manager, Strategic Programs and Partnerships to execute any further amendments to the Purchase of Service Agreement with WIL Counselling and Training for Employment; and (iii) transfer delegation of authority from the Deputy City Manager, Social and Health Development or written designate to the City Manager or written designate to undertake all the administrative, financial and reporting acts that are necessary in connection with the said Agreement.

Linkage to the Corporate Strategic Plan and the London Community Recovery Network

The proposed amended by-law authorizing and approving the City of London and Immigration, Refugees and Citizenship Canada and the proposed amended by-law authorizing and approving the Purchase of Service Agreement with WIL Counselling and Training for Employment are aligned with London's 2019-2023 Strategic Plan under the Strategic Area of Focus - Strengthening our Community with the outcome: Londoners are engaged and have a sense of belonging in their neighbourhoods and community and the expected result: Increase the number who feel welcomed and included, and Strategy – Create inclusive engagement opportunities for Londoners.

As the London Community Recovery Network has noted, the pandemic has disproportionately impacted vulnerable and marginalized communities including Newcomers.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Local Immigration Partnership Funding Application (CPSC: May 26, 2008)
- Local Immigration Partnership Funding (CPSC: January 26, 2009)
- Contract for Local Immigration Partnership (BoC: July 22, 2009)
- Local Immigration Partnership – Signing Authority (BoC - Sept. 16, 2009)
- Update re Local Immigration Partnership (CPSC: January 11, 2010)
- London & Middlesex Local Immigration Partnership Strategic Plan & Update (CPSC: Sept. 27, 2010)
- Update on London & Middlesex Local Immigration Partnership (CNC: May 17, 2011)
- London & Middlesex Local Immigration Partnership Strategic Plan 2013-2016 and Update (CPSC: August 25, 2014)
- London & Middlesex Immigration Partnership Strategic Plan 2016-2019 (CPSC: September 20, 2016)
- Agreement for London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada (CPSC: February 19, 2020)
- City-WIL Purchase of Service Agreement for London & Middlesex Local Immigration Partnership (CPSC: March 31, 2020)
- Discrimination experienced by Immigrants, Visible Minorities and Indigenous Peoples in London and Middlesex, An Empirical Study by the London & Middlesex Local Immigration Partnership (CPSC: September 21, 2021)
- Agreement for London & Middlesex Local Immigration Partnership with IRCC (CPSC: December 14, 2021)
- RFP-2022-007 Contract Award Recommendation for Service Delivery Improvements project on behalf of the London & Middlesex Local Immigration Partnership (CPSC: March 29, 2022)

2.0 Discussion and Considerations

2.1 Purpose and Background

The purpose of this report is to amend by-law No. A-7948-71 and by-law No. A-7958-94 (date) for the agreement of March 27, 2020 with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada, and the Purchase of Service agreement of April 24, 2020 with WIL Counselling and Training for Employment, respectively. These amendments are required because the position of the City of London appointed Co-Chair of the London & Middlesex Local Immigration Partnership has been transferred from Social and Health Development to

the Anti-Racism and Anti-Oppression Division within the City Manager's Office and because two signatures may be required to effect amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement and the Purchase of Service Agreement with WIL Counselling and Training for Employment.

2.2 Background

On March 27, 2020, the City of London entered into a Contribution Agreement on behalf of the London & Middlesex Local Immigration Partnership with Immigration, Refugees and Citizenship Canada (IRCC). The initiative is fully funded by IRCC for a total value of \$1,177,867 for the period 2020 to 2025.

On March 31, 2020, the City of London entered into a Purchase of Services Agreement with WIL Counselling and Training for Employment to provide Administrative Support and Coordination Services for the London & Middlesex Local Immigration Partnership, for a total value of \$1,018,400 for the period 2020 to 2025.

Conclusion

The London & Middlesex Local Immigration Partnership has been working with the community since 2009 to settle and integrate immigrants and create a welcoming and inclusive community for all.

Prepared by:	Jill Tansley, Manager, Strategic Programs & Partnerships
Submitted by:	Rumina Morris, Director, Anti-Racism and Anti-Oppression
Recommended by:	Lynne Livingstone, City Manager

Appendix A

Bill No.

By-law No.

A by-law to amend By-law No. A.-7948-71, being “A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership” to reflect the current organizational structure and transfer delegation of authority.

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

AND WHEREAS the Council deems it appropriate to amend By-law No. A.-7948-71, being “A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership” to change the Civic Administration titles to reflect the current organizational Structure and transfer delegation of authority and;

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

1. By-law No. A.-7948-71, being “A by-law to authorize and approve the Contribution Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Immigration, Refugees and Citizenship Canada: London & Middlesex Local Immigration Partnership” is amended by deleting paragraph 3 and replacing it with the following:

“The City Manager is delegated the authority to approve any further amendments to the Purchase of Service Agreement if the amendments are substantially in the form of the Purchase of Service Agreement approved in section 1, above and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London. The City Manager and the Manager, Strategic Programs and Partnerships are delegated the authority to execute any further amendments to the Purchase of Service Agreement if the amendments are substantially in the form of the Purchase of Service Agreement approved in section 1, above and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.”

2. Deleting the reference to the title “Managing Director, Housing, Social Services and Dearness Home and written designate” in paragraph 4 and replacing it with the title “City Manager, or written designate”.

3. This by-law comes into effect on the day it is passed.

Passed in Open Council on , 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – , 2022
Second Reading – , 2022
Third Reading – , 2022

Appendix B

Bill No.

By-law No.

A by-law to amend By-law No. A.-7958-94, being “A by-law to authorize and approve the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership” to reflect the current organizational structure and transfer delegation of authority.

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

AND WHEREAS the Council deems it appropriate to amend By-law No. A.-7958-94, being “A by-law to authorize and approve the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership” to reflect the current organizational structure and transfer delegation of authority;

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

1. By-law No. A.-7958-94, being “A by-law to authorize the Purchase of Service Agreement with WIL Counselling and Training for Employment: London & Middlesex Local Immigration Partnership” is amended by deleting paragraph 3 and replacing it with the following:

“The City Manager is delegated the authority to approve any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the amendments are substantially in the form of the Contribution Agreement approved in section 1, above. The City Manager and the Manager, Strategic Programs and Partnerships are delegated the authority to execute any further amendments to the London & Middlesex Local Immigration Partnership Contribution Agreement if the amendments are substantially in the form of the Contribution Agreement approved in section 1, above.”

2. Deleting the reference to the title “Managing Director, Housing, Social Services and Dearness Home” in paragraph 4 and replacing it with the title “City Manager”.

3. This by-law comes into effect on the day it is passed.

Passed in Open Council on , 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading – , 2022
Second Reading – , 2022
Third Reading – , 2022

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Jacqueline Davison, Deputy City Manager Enterprise
Supports

Subject: Single Source Procurement SS 2022-166 Base Station
Replacement for Emergency Communications System

Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager Enterprise Supports, with the concurrence of the Director of Emergency Management and Security Services, the following actions be taken, with respect to the single source procurement of two (2) Base Station Replacements for the Emergency Communications System;

- a) the proposal submitted by PSPC Canada Systems Incorporated (formerly L3Harris Canada) for replacement of two (2) of the City's MASTR III base stations BE APPROVED for the purchase price of \$ 1,140,602.00 (HST excluded), in accordance with sections 14.4 d. and 14.4 e. of the Procurement of Goods and Services Policy;
- b) the financing for the proposed lifecycle renewal capital works noted in a) above, BE APPROVED as set out in the Sources of Financing Report attached hereto as Appendix "A".
- c) the approval given herein in a) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory terms and conditions with PSPC Canada Systems Incorporated (formerly L3Harris Canada) to the satisfaction of the City Solicitor's Office; and entering a formal contract, agreement or having a purchase order relating to the subject matter of the approval set out above
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with parts c) above.

Executive Summary

The purpose of this report is to seek Council's approval to permit the Single Source purchase from PSPC Canada to provide supply, installation, and configuration of the upgrade of the base stations at two (2) radio sites; In context of the City's radio system, a base station is used to maintain contact with a dispatch fleet of hand-held (portable) and mobile radios. The current MASTR III base station system was supplied by PSPC Canada Systems Incorporated (formerly L3Harris) (PSPC) to four (4) radio sites in 2016 and will be End of Service (EOS) in 2023. When the MASTR III's are EOS, PSPC will not have the ability to service or replace the hardware should anything malfunction or break. Remaining on unsupported infrastructure increases the risk that the Corporation could lose the main points of connectivity for the mission critical radio system.

Linkage to the Corporate Strategic Plan

This report supports the 2019-2023 Strategic Plan in the following areas:

Building a Sustainable City

- London's infrastructure is built, maintained, and operated to meet the long-term needs of our community

Strengthening Our Community

- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city

Analysis

1.0 Background Information

The City of London operates a community wide radio system that is used by emergency and City services to communicate during emergencies and regular operations. The system, commonly known as the “One Voice” system, is a critical communication system for London Police Service, London Fire Department, Environmental and Infrastructure Services and Emergency Management and Security Services.

The City’s radio system is an integrated and proprietary PSPC P25 system, inclusive of both infrastructure and end user gear. The last major upgrade to the system was in 2016, which included the integration of the MASTR III base stations. In 2018, an external consultant completed an audit of the City’s current radio communications system and recommended the City establish a 10-year lifecycle program to ensure continuity of the mission critical infrastructure. In conversations with PSPC Canada, the City’s current MASTR III base stations were declared End of Life (EOL) in 2018 and will be End of Service (EOS) in 2023.

Civic administration forecasted out the future needs of the system based on lifecycle maintenance and coverage issues related to intensification/population growth. It was identified that, to optimise the system and to facilitate identified expansion requirements, the current multicast configuration should be replaced with simulcast configuration.

1.1 Previous Reports Related to this Matter

- Community and Protective Service Committee, November 17, 2015: Radio System Update One Voice 2.0
- Community and Protective Services Committee, November 13, 2018: Emergency Communications Program Update (One Voice)

2.0 Discussion and Considerations

2.1 Base Station Replacement

As part of the system audit completed by CIMA+ in 2018, Civic Administration, in conjunction with PSPC Canada, identified that the City’s existing MASTR III base stations would be EOS in 2023. The replacement base stations support P25 control and working channel operation, maximizing the number of subscriber radios that can be supported on each channel. Additionally, the replacement base stations will support the migration to simulcast, optimizing coverage and capacity for the networks.

2.2 Purchasing Process

Given the proprietary and integrated nature of the radio system, we are requesting single source approval for the replacement of the City’s existing MASTR III base stations, as noted above, in accordance with the Procurement of Goods and Services Policy Sections 14.4 d and 14.4 e.

Single Source means that there is more than one source of supply in the open market, but only one source is recommended due to predetermined and approved specification.

The procurement may be conducted using a Single Source process if the goods and/or services are available from more than one source, but there are valid and sufficient reasons for selecting one supplier, in particular as follows:

- “14.4 d. There is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be

additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);

- 14.4 e. The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;”

3.0 Financial Impact/Considerations

The funding to support the Civic Administration recommended proposal from PSPC Canada is available in the life-to-date capital budget of GG1055 One Voice Communications Infrastructure. Please refer to Appendix “A” for the life-to-date capital budget details of this project.

To ensure continuity of the system, it was agreed it would be best to do the upgrade on a site-by-site basis, as once one site was decommissioned, the old MASTR III base stations could be used as spares in the event there was an issue at another site. Simulcast and multicast configurations can work together as a hybrid solution, reducing system downtime and mitigating impacts for any unforeseen issues. Two (2) radio site upgrades have been included in this proposal and one will be brought forward for consideration in 2023. The budget for these activities is currently included in the 2020 to 2023 Multi-Year Budget. The remaining radio sites will be brought forward in through the 2024 to 2027 Multi-Year Budget process.

4.0 Key Issues and Considerations

In order to continue to support critical infrastructure associated with the mission critical P25 radio system, given that PSPC Canada has been a trusted partner of the City for many years and is the only vendor with the required hardware as well as the specialized knowledge of the City’s Emergency Communications system to provide and install the base stations. Changing to a different base station configuration would not integrate with the current radio infrastructure and user gear in use by London Police Services, London Fire Department, Emergency Management and Security Services and Should a different platform be chosen, this would require a significant capital expenditure not included in the approved multi-year Capital Budget, as well as cause operational disruption for our emergency responders.

Conclusion

The replacement of the base stations for the Emergency Communications system will ensure the continued connectivity of the mission critical infrastructure utilized by first responders and City divisions. It is proposed that a single source award to PSPC in accordance with Sections 14.4 d and 14.4 e of the Procurement of Goods and Services Policy to supply and install the replacement two (2) base stations be approved.

Prepared by: Cori Dooling, Manager Emergency Communications System

Submitted by: Dave O’Brien, Director, Emergency Management and Security

Recommended by: Jacqueline Davison, Deputy City Manager, Enterprise Supports

Appendix "A"

#22077

May 31, 2022

(Award Contract)

Chair and Members

Community and Protective Services Committee

RE: Single Source Procurement SS 2022-166-Base Station Replacement for Emergency Communications System

(Work Order GG220004)

Capital Project GG1055 - One Voice Communication Infrastructure

PSPC Canada Systems Incorporated (formerly L3 Harris Canada) - \$1,140,602.00 (excluding HST)

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	127,727	127,727	0	0
Construction	311,446	311,446	0	0
Communications Costs	11,373,673	9,061,384	1,160,676	1,151,613
Total Expenditures	\$11,812,846	\$9,500,557	\$1,160,676	\$1,151,613

Sources of Financing

Capital Levy	4,870,000	4,870,000	0	0
Debenture By-law No. W.-2032(a)-236	5,610,040	4,248,382	210,045	1,151,613
Drawdown from Operating Efficiency, Effectiveness and Economy Reserve	1,332,806	382,175	950,631	0
Total Financing	\$11,812,846	\$9,500,557	\$1,160,676	\$1,151,613

Financial Note:

Contract Price	\$1,140,602
Add: HST @13%	\$148,278
Total Contract Price Including Taxes	\$1,288,880
Less: HST Rebate	-\$128,204
Net Contract Price	\$1,160,676

Alan Dunbar
Manager of Financial Planning & Policy

HB

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: Supply of Cold Bottled Beverages – RFP 2022-041 – Award of Contract

Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of June 14, 2022:

- a) to approve an Agreement between The Corporation of the City of London and PepsiCo Beverages Canada, to supply cold beverages at the City's two municipal golf courses and for the vending machines at City of London Arenas, Community Centres, Dearness Home, and City Hall, substantially in the form attached as Schedule A to the above-noted by-law, and satisfactory to the City Solicitor; and,
- b) to authorize the Mayor and the City Clerk to execute the above-noted Agreement.

Executive Summary

The City of London issued a Request for Proposal (RFP) for cold bottled beverages to be sold at various city facilities. PepsiCo Beverages Canada was one of three proponents to submit a bid and earned the highest ranking score. This report is to seek approval to enter into an Agreement with PepsiCo Beverages Canada.

Linkage to the Corporate Strategic Plan

This Agreement is aligned with the following strategic area of focus in the City of London Strategic Plan (2019 – 2023):

- Leading in Public Service – The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Beverage Vending Machines in City of London Recreation Facilities and City Hall](#) (January 24, 2017)
- [Contract Extension: C11-119 Cold Beverage Vending at City Facilities](#) (August 23, 2016)
- RFP 11-07 Cold Beverage Vending (May 2, 2011)

2.0 Discussion and Considerations

2.1 Background

The City of London issued RFP 2022-041 for the provision of cold beverage vending in various city facilities on February 8, 2022. The City was looking for a supplier to be the exclusive provider of cold beverages at the City's two municipal golf courses and for the vending machines at City of London Arenas, Community Centres, Dearness Home, and City Hall.

The submissions were evaluated using the following criteria:

- Ability to meet RFP requirements and goals;
- Corporate profile;
- Value added incentives; and,
- Revenue.

Based on the evaluation of the three submitted proposals, Pepsico Beverages Canada scored overall highest of all submissions and offered the City the best financial return.

3.0 Financial Impact/Considerations

It is anticipated that this Agreement will result in revenue of approximately \$100,000 annually over the term of this Agreement, and based on 2019 actual volumes.

Conclusion

PepsiCo Beverages offered the City the best revenue options and service in City facilities and administration is recommending they be awarded the Agreement for a period of three (3) years with an option, at the City's discretion, for a further two (2) year term.

Prepared by: Scott Oldham, Manager, Recreation and Sport Administration

Submitted by: Jon-Paul McGonigle, Director, Recreation and Sport

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Appendix A:

Bill No.
2022

By-law No. A.-_____

A by-law to authorize and approve an Agreement between The Corporation of the City of London and PepsiCo Beverages Canada to supply cold beverages at the City's two municipal golf courses and for the vending machines at City of London Arenas, Community Centres, Dearness Home, and City Hall, substantially in the form attached and satisfactory to the City Solicitor and to authorize the Mayor and the City Clerk to execute the 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* S.O. 2001, c.25 as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London to enter into an Agreement with PepsiCo Beverages Canada;

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreement on behalf of The Corporation of the City of London;

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

1. The Agreement attached as Schedule "A" to this by-law, being an Agreement between The Corporation of the City of London and PepsiCo Beverages Canada is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the 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 June 14, 2022.

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE A



BEVERAGE SALES AGREEMENT

This sets forth the agreement (“**Agreement**”) between PepsiCo Beverages Canada, a business unit of PepsiCo Canada ULC, and its affiliates and subsidiaries (“**PBC**”) and The Corporation of the City of London (the “**Customer**”), on its own behalf and on behalf of its affiliates and subsidiaries, and on behalf of its individual franchisees and licensees, if any, relating to the purchase by the Customer from PBC of the Products.

Customer represents and warrants that it has full authority to bind all Outlets (as defined below) to the terms and conditions of this Agreement throughout the Term.

Definitions

As used in this Agreement, the following capitalized terms have the meanings set out below, and terms defined elsewhere in this Agreement shall have the meanings ascribed to them in this Agreement.

“**Authorized FS Distributor**” if applicable, shall mean a food service distributor as designated by Customer and prior approval by PBC.

“**Beverage**” or “**Beverages**” means all carbonated and non-carbonated, non-alcoholic beverages, however dispensed, during the Term including but not limited to, (i) colas and other flavored soft drinks; (ii) fruit juice, fruit juice containing other ingredients and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) milk based drinks; (vii) protein drinks and smoothies; (viii) energy drinks; (ix) water (including but not limited to: flat, plain, sparkling, carbonated, spring, mineral and/or purified); (x) kombucha and sparkling fermented beverages; and (xi) any future categories of nonalcoholic beverage products that may be distributed by PBC.

“**Cases**” shall mean the number of “raw” cases of Packaged Products purchased by the Customer from PBC, delivered in quantities of 8, 12, 15 and 24 bottles/cans, and thereafter in such other size, quantity and type of containers as determined by PBC, from time to time.

“**Outlets**” shall mean the existing Customer facilities operated by the Customer as listed in attached Exhibit A, and shall include any other Outlet that may be opened, acquired, operated, owned, managed, controlled or franchised by the Customer during the Term. Customer agrees to provide PBC with prompt notice of any changes to the list of Outlets in Exhibit A and any additional Outlets shall automatically become part of this Agreement. The parties agree to verify the list of Outlets and modify Exhibit A as necessary to reflect such additions and deletions on an annual basis during the Term.

“**Packaged Products**” shall mean Beverages that are sold and/or distributed by PBC in pre-packaged form (e.g., bottles and cans) by PBC. A current list of PBC’s Packaged Products is listed in the attached Exhibit B which may be amended by PBC from time to time.

“**Products**” shall mean packaged products manufactured, bottled, sold and/or distributed by PBC.

“Third Party Operator”, if applicable, includes those persons or entities operating businesses selling or otherwise distributing Products from a location within the Outlets.

“Year” will mean a term of 13 financial periods coinciding with PBC’s financial periods (each a “Financial Period” typically consisting of four weeks) during the Term, beginning the first day of the Term and each period of 13 Financial Periods thereafter. Term “quarter” or “quarterly” will mean a consecutive period of approximately 3 months coinciding with PBC’s Financial Periods each Year during the term of this Agreement.

1.0 Term

1.1. The term (the **“Term”**) of this Agreement shall commence on July 1, 2022 (the **“Effective Date”**) and shall expire on and, unless earlier terminated in accordance herewith, shall terminate on June 30, 2025. Prior to the end of the Term, Customer has the option to extend the Term of this Agreement, at its sole discretion (the **“Extended Term”**).

1.2. Prior to the end of the Term, or Extended Term, if applicable, if Customer determines that it wishes to renew this Agreement based on its review, which will include criteria such as performance, milestone achievement, value added attributes and pricing, Customer shall, in its sole discretion, renew this Agreement for a period of two (2) years, on the same terms and conditions.

1.3. When fully executed, this Agreement will constitute a binding obligation of both parties until such time as the foregoing commitment has been fulfilled.

2.0 Exclusivity

2.1. Exclusive Beverage Rights. During the Term of this Agreement, PBC shall have the exclusive right to make all Beverages available for sale and distribution within the Customer’s Outlets, including at all locations located within the Outlets where beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements (including a Third Party Operator, if applicable) for such Products directly and exclusively from PBC. In no event shall there be served, dispensed or otherwise made available Beverage products licensed, produced or otherwise distributed by Nestle S.A., Nestle Canada Inc., Coca-Cola Ltd. or Coca-Cola Enterprises or any of their respective affiliates.

2.2. PBC acknowledges that the Customer rents space within the Outlets to third parties for short and long term periods. During these periods, if such third parties serve and/or distribute products that are competitive to the Beverages, Customer will not be found in breach of Section 2.1.

3.0 Pricing and Distribution

3.1. PBC shall sell and provide the Products set forth in Exhibit B directly to Customer through Direct to Store delivery method for resale at Customer’s Outlets.

3.2. The prices for the Products (the **“Prices”**) as of the Effective Date, are listed in Exhibit B and are exclusive of any applicable product deposits, fees or sales/excise taxes (local, provincial or federal). Pricing may vary in territories where PBC bottler rights apply.

3.3. PBC shall increase Prices by 3% each Year during the Term of the Agreement upon (30) days written notice to Customer.

3.4. Price increases exceeding and/or in addition to those referred to above may be made by PBC, in the event of significant demonstrable increase in production or distribution costs to PBC, including without limitation, raw material costs (e.g. sweeteners, aluminum, plastic) and energy/utility costs (e.g. fuel, hydro).

3.5. During the term, if Customer would like to move from Direct to Store delivery to purchasing Products through an Authorized FS Distributor, Customer must first obtain PBC's prior written approval. If approval is granted, then all sales of Products by PBC to Authorized FS Distributors shall be made on terms determined by PBC. PBC expressly reserves the right to withhold shipment of any new order at any time that existing invoices to an Authorized FS Distributor are outstanding beyond terms. Customer agrees to use commercially reasonable efforts to cause the Authorized FS Distributors to make timely payment for the Products. Notwithstanding delivery of Products to any Outlet(s) via a distributor, Customer shall remain subject to all of its obligations pursuant to this Agreement for the Term.

4.0 Funding, Rebates and Financial Commitments

4.1. In consideration of the rights granted to PBC by Customer during the Term of this Agreement, and provided Customer is not in breach of this Agreement, PBC shall provide Customer with the funding and support set out in the attached Exhibit C.

4.2. PBC will not accrue, pay or otherwise provide any funding or support set out in Exhibit C in respect of: (i) any Products for which PBC has not received payment in full; or (ii) if Customer is in breach of any of the terms this Agreement.

5.0 Additional Customer Performance Requirements

5.1. This Agreement, including all of PBC's support to the Customer as described herein, is contingent upon the Customer complying with the terms of this Agreement.

5.2. Customer will use its commercially reasonable efforts to ensure that all PBC Products maintain continuous or increased presence and exposure within the Outlets following implementation of this Agreement.

5.3. Customer acknowledges that funding is generally being made available to Customer under this Agreement to enable Customer to promote and encourage sales of PBC Products at the Outlets. All marketing and promotional activities relating to the Products will be as mutually agreed to by the parties and will specifically include the following, but not limited to combo meals, branding and menu boards.

5.4. Unless otherwise authorized by PBC, the Customer shall purchase all of their requirements for Product directly from PBC. The Customer and the Outlets will only sell those PBC Products purchased in accordance with this Agreement from the equipment provided to the Outlets by PBC, as applicable.

5.5. The Customer and its Outlets shall have appropriate brand identification, as identified by PBC, for each PBC Product served on all menus (including catering), menuboards throughout the Term.

5.6. At all times during the Term, the Customer agrees to maintain a reasonable distribution of all PBC Products.

5.7. Customer understands that the Products provided hereunder are perishable. PBC will not replace stale or spoiled Products. Customer agrees that no Product shall be sold past the code date, and that it shall abide by policies on product handling and quality control periodically advised by PBC.

6.0 Equipment and Service

6.1. PBC will loan Customer, at no charge, appropriate equipment for dispensing and cooling the Products during the Term ("**Equipment**"). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Title to all Equipment will remain vested in PBC or its affiliate and all such Equipment will be returned to PBC upon expiration or earlier termination of this Agreement. Customer shall not, and shall not allow any Outlet or any other party to, repair, service, maintain, replace, relocate, move or remove any Equipment. PBC shall have the exclusive right to repair, service, maintain, replace, relocate, move and remove any Equipment.

6.2. Each Year during the Term or at PBC's request, Customer shall provide PBC with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to PBC shall be deemed a material breach of this Agreement.

6.3. PBC will provide, at no charge to the Customer, preventative maintenance and service to the Equipment during the Term. PBC will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. PBC will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible. Customer will be responsible for all Equipment costs (including service fees) resulting from Customer's willful or negligent damage or abuse.

6.4. Except to the extent attributable to the intentional and/or negligent acts or omissions of Customer, its employees, or its agents, PBC will be responsible for and will bear the risk of loss or damage to unit(s) of Equipment placed and installed upon Outlets and arising as a result of theft and/or vandalism upon the Outlets; provided, however, that in the event of repeated (defined as two or more occurrences) or significant theft, vandalism, destruction or loss, without limitation, PBC will have the right, at its sole discretion, to move or remove any applicable unit of such Equipment from the Outlets.

6.5. The Customer shall supply and install, or cause to be supplied and installed, at the Customer's cost and expense, all facilities, as may be reasonably necessary, for the use and operation of the Equipment in the Outlets, including, but not limited to, electrical outlets and wiring, drains, conduits, water outlets and cut-off valves.

6.6. In respect of all Equipment that is vending equipment, if applicable, PBC shall have the exclusive right to stock and re-stock, at no cost to Customer, Products in each of the vending machines and to collect the monies that each vending machine generates. Title to all monies and Products located in such vending equipment will remain vested in PBC or its affiliate. The Product mix offered in each such vending machine shall be determined by PBC.

6.7. Customer acknowledges and agrees that PBC shall have the right to delegate its obligations in respect of the administration, installation and maintenance of vending services, including payment of vending commissions, to a third party vending operator ("**Third Party Vending Operator**"), which as of the date of agreement is Canteen Vending. PBC shall have the right to change its Third Party Vending Operator at any time during the Term, subject to Customer's prior approval, which approval shall not be unreasonably withheld. Notwithstanding such delegation, PBC shall remain subject to all of its obligations pursuant to this Agreement for the Term.

6.8. Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of the Products, Customer shall surrender to PBC all Equipment installed in the Outlets, whether leased, loaned or

otherwise made available by PBC. PBC shall have the right to deduct the full value of the Equipment from any and all funds owing to Customer and/or the applicable Outlet(s) in the event PBC is prevented from removing such Equipment within thirty (30) days of the expiration or earlier termination of this Agreement.

6.9. Customer and/or each Outlet, as applicable, shall be responsible for the full replacement cost of all Equipment not returned, damaged, lost, or stolen while in its possession.

7.0 General Terms

7.1 Termination.

- (a) Either party may terminate this Agreement: (i) if the other commits a material breach of this Agreement, provided, however, that the terminating party has given the other party written notice of the breach and the other breaching party has failed to remedy or cure the breach within thirty (30) days of such notice; or (ii) if the other party takes any action with respect to its liquidation or winding-up, or makes an assignment for the benefit of creditors, or any proposal under the Bankruptcy and Insolvency Act (Canada), or any comparable statute, or if a bankruptcy petition is filed or presented by such party, or if a court of competent jurisdiction enters a judgment or order approving any such petition or any petition seeking reorganization, arrangement or composition of such party or its debts or obligations, or if a custodian or receiver or receiver and manager or similar official is appointed for such party or any of its assets. If for any reason the Customer's volume declines by more than 25% from the average annualized volumes, for a period of sixty (60) business days or more, then such event shall be deemed a material breach of this Agreement, and PBC shall have the right to renegotiate funding in Exhibit C and/or terminate this Agreement upon five (5) days prior written notice.
- (b) Without prejudice to any other remedy available to PBC at law or in equity in respect of any event described above, this Agreement may be terminated in whole or in part by PBC upon thirty (30) days' advance written notice to Customer if (i) any of the Products are not made available at the Outlets as required in this Agreement, (ii) any of the rights granted to PBC herein are materially restricted or limited during the Term; or (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (e.g., beverage tax or package size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of Customer. Before PBC exercises its right to terminate as described in this Section, PBC agrees to engage in good faith renegotiations with Customer to adjust the funding offered to Customer herein on an equitable basis to neutralize any negative impact such change may have on the economics of the original Agreement.
- (c) From time to time, factors outside of PBC's control may lead to certain Products being out of stock, which shall not be deemed as breach of this Agreement.

7.2 Remedies / Expiration. Without limiting any of the other remedies available to PBC, if this Agreement is terminated before its expiration for any reason other than uncured material breach by PBC, then Customer will immediately make the following payments by no later than 30 days following the effective date of such termination:

- I. an amount reflecting reimbursement for all funding previously advanced by PBC but not earned by Customer and/or the Outlets pursuant to the terms of this Agreement in respect of the unexpired portion of the Term, or the Year for which it was paid, as the case may be, on a pro rata basis; and

- II. an amount reflecting reimbursement for the cost of installation, service and PBC Equipment that has been installed in the Outlets, if applicable.

7.3. **Transition Period.** Upon termination or expiration of this Agreement, if Customer has not entered into a further agreement with PBC for the purchase of Products, PBC may, upon request by the Customer, continue to provide Products to the Customer to ensure the uninterrupted supply of beverages, for a transition period not to exceed 120 days (unless otherwise mutually agreed upon) following expiration or termination of the Agreement (the "Transition Period"). During the Transition Period, the parties will continue to perform pursuant to the terms and conditions of this Agreement, except that Customer shall not be required to comply with any exclusivity requirements set forth herein and PBC shall not be obligated to provide any funding or other consideration as set forth in this Agreement. During the Transition Period, Customer will provide PBC with reasonable access to the Outlets, free from any claims of trespass and on a mutually agreed upon schedule, for the purposes of removing Equipment. For clarity purposes, although Customer shall no longer be required to comply with the exclusivity requirements of this Agreement, Customer acknowledges and agrees that, except as specifically agreed by PBC in writing, Equipment must be used exclusively to display and/or dispense PBC beverage products, even during the Transition Period.

7.4. **Right of Offset.** PBC reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer pursuant to this Agreement.

7.5. **Trademarks.** PBC reserves the right to final approval, in its sole discretion, of any and all promotional or other materials utilizing PBC trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which a party claims or has proprietary rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement. Upon termination or expiry of this Agreement each party shall immediately cease all use of the other trademarks, trade names, slogans, and or other identification of the other party or its products.

7.6. **Payment.** Payment of PBC invoices shall be in accordance with their stated terms which, if credit is granted, are currently the thirtieth (30th) day from date of invoice. All payments to PBC shall be rendered without deduction or set off. Customer and each Outlet shall, upon request, complete a PBC credit application and shall be subject to PBC's credit policies. Customer acknowledges that in the event PBC ceases to sell Products to Customer or any Outlet in accordance with PBC's credit policies, PBC shall not be in breach of this Agreement.

7.7. **Product Changes.** PBC reserves the right to change or supplement Products offered for sale to Customer at its discretion, upon notice.

7.8. **Confidentiality.** The Customer and PBC agree to keep this Agreement and its terms, as well as the information which is disclosed to it by the other party in connection with the performance of this Agreement, confidential and not to disclose this Agreement or its terms to any third party without the prior written consent of the other party, subject only to disclosure of such information to the party's auditors and legal counsel and as required by law or legal process. The Customer further acknowledges and agrees that the disclosure of the terms of this Agreement could reasonably be expected to significantly harm the competitive position and/or significantly interfere with the general negotiating and business position of PBC. The parties acknowledge and agree that details of any public announcements, statements or disclosure concerning this Agreement shall be jointly agreed to prior to the making of any such public announcements, statements or disclosure by either party.

7.9. **Assignment/Acquisition.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the

event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, PBC may, at its option, terminate this Agreement effective immediately. The Agreement shall not be otherwise assignable without the express written consent of PBC. In the event the transferee has an existing local agreement with PBC (which agreement covers the purchase of Products), then, PBC shall have the right to determine which Agreement shall continue in force and effect. PBC may assign this Agreement at any time to any PBC affiliate without any prior consent. This Agreement shall enure to the benefit of, and be binding upon, the successors and permitted assigns of PBC and Customer.

7.10. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles.

7.11. **Tax.** Customer will remain responsible for any applicable taxes, fees or other tax liability incurred in connection with Customer's receipt of funding and/or Equipment provided by PBC under this Agreement. In addition, Customer will neither assess nor impose upon PBC any common area maintenance fees, taxes or other charges based on occupation of the space allocated to Equipment, nor with respect to the ownership or usage thereof.

7.12. **Force Majeure: Impossibility of Performance.** Neither party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations hereunder, to the extent and for the length of time that performance is rendered impossible or commercially impractical, owing to acts of God, public insurrections, floods, fires, pandemic/epidemic, strikes, lockouts, or other labor disputes, disruptions in supply, shortages or scarcity of materials, crop failures, freezes, and other circumstances of substantially similar character beyond the reasonable control of the affected party (collectively, a "Force Majeure Event"). Any party so affected shall (i) use all reasonable efforts to minimize the effects thereof and (ii) promptly notify the other party in writing of a Force Majeure Event and the effect of a Force Majeure Event on such party's ability to perform its obligations hereunder. The affected party shall promptly resume performance after it is no longer subject to a Force Majeure Event. In the event Customer's performance obligations are suspended pursuant to a Force Majeure Event as set forth herein, PBC's funding obligations will be suspended for the duration of Customer's nonperformance; once the Force Majeure Event has concluded and Customer resumes performance or in the event Customer is able to perform some but not all of its obligations herein, any fixed or guaranteed funding will be adjusted commensurate with the decline in volume associated with the suspended or partial performance.

7.13. **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until six(6) months prior to the expiration of the Term, Customer hereby grants PBC exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for the supply of beverage products to the Customer and/or its Outlets upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant PBC the right of first refusal to match any bona fide offers made by a third party with respect to the supply of beverage products to the Customer and/or its Outlets after the Term. The Customer shall provide PBC with details of any such bona fide offers, and PBC shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that PBC declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to PBC in connection with the notice specified herein.

7.14. Dispute resolution. If a dispute arises out of or relates to this Agreement, including any dispute about the existence of a breach of this Agreement, and if the dispute cannot be settled through direct discussions, the parties agree to attempt to settle the dispute in an amicable manner by mediation pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. Such mediation must occur within sixty (60) days after a party's request for mediation. The place of mediation shall be Toronto, Ontario and the language of the mediation shall be English. Thereafter, any unresolved controversy or claim shall be settled by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc., and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration brought under the terms of this Agreement shall be conducted in Toronto, Ontario, in the following manner: Each party shall appoint one person as an arbitrator. The two arbitrators so chosen shall select a third impartial arbitrator within ten (10) days of the date on which the second arbitrator is selected. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, such arbitrator shall be selected by the ADR Institute of Canada, Inc. The three arbitrators shall determine all questions presented to them by majority vote. The language of the arbitration shall be English. The decision of a majority of the arbitrators shall be final and conclusive on the parties hereto and shall be accompanied by written findings of fact and conclusions of law.

7.15. Release, Discharge or Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

7.16. Insurance.

Customer shall, at its sole cost and expense, place and maintain insurance throughout the Term that it deems adequate, sufficient and consistent with prudent industry standards to insure its activities and obligations in connection with this Agreement. Without limiting the generality of the foregoing, Customer shall name PBC as a loss payee under its applicable insurance policies and shall notify PBC of any loss or damage to the Equipment.

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

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000.00) dollars and shall include the City as an additional insured with respect to the successful Proponents operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- c) Automobile liability insurance for an amount not less than two million (\$2,000,000.00) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

7.17. Indemnity. Except for any claim caused by the gross negligence of PBC, the Customer shall protect, indemnify and hold harmless PBC and its parent(s), subsidiaries and affiliates, and its and their officers, directors, employees, franchisees, licensees, representatives and agents, from and against any and all losses, liabilities, costs,

expenses (including, without limitation, reasonable legal fees), damages, claims, actions, judgments and suits whatsoever arising from, based upon, in any way connection with or relating to: (a) the acts or omissions of the Customer and its franchisees and licensees, and its and their employees, servants, agents or representatives; (b) the breach by the Customer of any of its obligations, covenants, representations or warranties hereunder; or (c) any dispute of a third party in respect of the payments made by PBC to the Customer hereunder.

7.18. **Title.** Title and risk of loss to the Products purchased for the Outlets shall pass to the Customer immediately upon delivery of same.

7.19. **Relationship of the Parties.** Each party hereto is an independent contractor and has no authority or right to incur obligations of any kind in the name of or for the account of the other party. Neither party shall be deemed to be an associate, partner, principal or agent of the other.

7.20. **Construction.** If any covenant, obligation or provision contained in this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.22. **Notices.** All notices and other communications by the parties will be in writing and deemed to have been duly given when delivered in person, via an overnight courier delivery service of general commercial use and acceptance (such as Federal Express or UPS) or via certified or registered mail with return receipt (each, a "Primary Delivery Method"), in each case, with a confirmatory copy by email, addressed as follows (unless notification of change of address is given in writing by means of this Notice provisions), and shall be effective upon receipt via the Primary Delivery Method:

If to PBC:

PepsiCo Beverages Canada
2095 Matheson Blvd E
Mississauga, Ontario L4W 0G2
Attn: Director, Foodservice

With a copy to (which shall not constitute notice) the PBC Legal Department at the same address.

If to Customer:

The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9
Attn: Cheryl Smith /designate
Deputy City Manager, Neighbourhood and Community-Wide

Services

7.23. **Representations and Warranties.** Each party represents and warrants to the other that it has full power and authority, corporate and otherwise, and has been duly authorized, to enter into and perform its obligations under this Agreement and that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with or performance of any of the

provisions hereof, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with the giving of notice or the passage of time or otherwise, would constitute such a default) under any of the terms, conditions or provisions of any existing agreement or other instrument or obligation to which it is a party, or by which it or any of its properties, assets or operations may be bound or affected; (b) violate any order, writ, injunction, decree, or any statute, rule or regulation, applicable to it or any of its properties, assets, or operations: or (c) require any action, or consent or approval of, or review by, any other party, including without limitation any third party, court or governmental body or other agency, instrumentality or authority, except as shall have been duly obtained and effective as of the date of this Agreement. There are no representations and warranties or conditions of sale other than those expressly set out herein.

7.24. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

7.20 At the request of all parties, this Agreement has been drawn up in the English language. A la demande expresse des parties, ce contrat a été rédigé en langue anglaise.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

**PEPSICO BEVERAGES CANADA,
a business unit of PEPSICO CANADA
ULC**

The Corporation of the City of London

By: _____

By: _____

Print Name: _____

Print Name: Ed Holder

Title: _____

Title: Mayor

Date: _____

Date: _____

(I have authority to bind the corporation)

(I have authority to bind the corporation)

By: _____

By: _____

Print Name: _____

Print Name: Michael Schulthess

Title: _____

Title: City Clerk

Date: _____

Date: _____

(I have authority to bind the corporation)

(I have authority to bind the corporation)

Exhibit A Customer Outlets

Customer ID	Customer Location	Address	City	Province	Postal Code
9673518	Argyle Arena FSV	1948 Wavell Street	London	Ontario	N5V 4B7
9673561	Canada Games Aquatic Centre (FSV)	1045 Wonderland Road North	London	Ontario	N6G 2Y9
9673546	Carling Arena (FSV)	675 Grosvenor Street	London	Ontario	N6Y 3T5
9673571	Carling Heights Optimist Centre FSV	656 Elizabeth Street	London	Ontario	N5Y 6L3
9673581	City Hall Cafeteria (FSV)	300 Dufferin Avenue	London	Ontario	N6B 1Z2
9673577	Dearness Home FSV	710 Southdale Road	London	Ontario	N6E 1R8
9673550	Farquharson Arena FSV	411 Techumseh Avenue	London	Ontario	N6C 1T4
9673531	Glen Cairn Arena FSV	370 Chippendale Crescent	London	Ontario	N5Z 3G2
9673554	Kinsmen Arena	20 Granville Street	London	Ontario	N6H 1J3
9673538	Lambeth Community Centre (FSV)	7112 Beattie Street	London	Ontario	N6P 1A2
9673544	Medway Arena FSV	119 Sherwood Forest Square	London	Ontario	N5V 4B7
9673558	North London Optimist Community Centre FSV	1345 Cheapside Street	London	Ontario	N5V 3N9
9673541	Oakridge Arena FSV	825 Valletta Street	London	Ontario	N6H 2Z2
9673529	Silverwoods FSV	50 Sycamore Street	London	Ontario	N5Z 1K8
9673568	South London Community Centre FSV	1119 Jalna Boulevard	London	Ontario	N6E 2S9
3572194	Storybook Gardens (FSV)	1958 Storybook Lane	London	Ontario	N6K 4Y6
9674560	Stronach Arena (FSV)	1221 Sandford Street	London	Ontario	N5V 1J8
9673536	Earl Nichols (FSV)	799 Home View Road	London	Ontario	N6C 5J4
4014107	East Lions Community Centre (FSV)	1731 Churchill Avenue	London	Ontario	N5W 5P4
8423422	Thames Valley Golf	850 Sunninghill Avenue	London	Ontario	N6H 3L9
8135433	Top of the Hill Café	300 Dufferin Avenue	London	Ontario	N6A 4L9
3569184	Storybook Gardens	1958 Storybook Lane	London	Ontario	N6K 4Y6
8411374	Fanshawe Golf Course	2835 Sunnysdale Road East	London	Ontario	N5X 3Y7

**Exhibit B
Products and Prices**

Package	Price	Rebate	Net
CSD / NCB			
591ml 24L CSD	\$25.00	\$3.00	\$22.00
591ml 24L Lipton Brisk	\$25.00	\$3.00	\$22.00
Juice / Tea			
450ml 12L Dole	\$17.41	\$3.00	\$14.41
450ml 12L Ocean Spray	\$17.41	\$3.00	\$14.41
547ml 12L Lipton Pure Leaf	\$22.55	\$3.00	\$19.55
Lipton 500ml 12L	\$13.15	\$3.00	\$10.15
Water			
1 Liter 12L Evian	\$27.10	\$3.00	\$24.10
1 Liter 12L ARTO LifeWTR	\$16.21	\$3.00	\$13.21
1 Liter 12L Montellier	\$11.10	\$3.00	\$8.10
1 Liter 15L Aquafina	\$15.93	\$3.00	\$12.93
1.5 Liter 12L Aquafina	\$15.93	\$3.00	\$12.93
1.5 Liter 12L Evian	\$27.10	\$3.00	\$24.10
330ml 20L Glass Evian	\$26.00	\$3.00	\$23.00
500ml 24L Evian	\$30.90	\$3.00	\$27.90
500ml 24L Montellier	\$19.10	\$3.00	\$16.10
591ml 12L Aquafina Plus	\$17.24	\$3.00	\$14.24
591ml 24L Aquafina Base	\$14.60	\$3.00	\$11.60
591ml 12L Gatorade Propel	\$19.17	\$3.00	\$16.17
700ml 12L ARTO LifeWTR	\$16.10	\$3.00	\$13.10
750ml 12L PET Evian	\$26.90	\$3.00	\$23.90
750ml 12L Glass Evian	\$26.90	\$3.00	\$23.90
Can 473ml 12P Bubly	\$9.38	\$1.50	\$7.88

Package	Price	Rebate	Net
AMP / Gatorade / Rockstar / SOBE / Starbucks			
405ml 12L Starbucks RF	\$22.52	\$3.00	\$19.52
591ml 12L Gatorade	\$18.00	\$3.00	\$15.00
710ml 24L Gatorade	\$39.01	\$3.00	\$36.01
950ml 12L Gatorade	\$22.00	\$3.00	\$19.00
Can 444ml 12L Starbucks	\$22.52	\$3.00	\$19.52
Can 473ml 12L AMP	\$23.00	\$3.00	\$20.00
Can 473ml 12L Rockstar	\$23.00	\$3.00	\$20.00
Fountain			
12L Cranberry (Generic)	\$76.82	\$0.00	\$76.82
12L Margarita (Generic)	\$71.76	\$0.00	\$71.76
12L Org Juice 100% (Dole)	\$83.91	\$0.00	\$83.91
12L Motts Clamato	\$79.92	\$0.00	\$79.92
BIB 12L CSD	\$37.24	\$0.00	\$37.24
BIB 12L Lipton Brisk	\$47.69	\$0.00	\$47.69
BIB 20L CSD	\$62.03	\$0.00	\$62.03
CO2	\$28.00	\$0.00	\$28.00
Cups / Lids			
Cups 12 OZ	\$114.85	\$0.00	\$114.85
Cups 21 OZ (1200C)	\$67.55	\$0.00	\$67.55
Cups 32 OZ	\$52.92	\$0.00	\$52.92
Lids 12/16/21/24 OZ (2400C)	\$67.50	\$0.00	\$67.50
Lids 32 OZ	\$55.95	\$0.00	\$55.95

Delivery is included in the pricing. Minimum delivery is 20 cases or \$300.

**Tropicana, Naked and Kevita are available via Approved PepsiCo Distributor only.
Invoice price subject to Distributor program.**

Exhibit C Funding and Support

Exclusivity Rebate – PBC will accrue the amount specified in Exhibit “B” under the “Rebate” column for each raw Case of Product purchased by the Customer and the Outlets (excluding Products sold through vending equipment) (the “Purchase Rebate”). The Exclusivity Rebate shall be calculated and paid by PBC to the Customer on a PBC quarterly basis, within sixty (60) days of the end of the applicable PBC quarter. PBC shall not accrue or pay any Exclusivity Rebates if Customer and/or the Outlets are in breach of the terms of this Agreement.

Annual Exclusive Beverage Rights Fee – PBC will pay to the Customer an annual exclusive beverage rights fee of \$17,000.00 (the “**Exclusive Beverage Rights Fee**”) each Year during the Term. The Exclusive Beverage Rights Fee shall be earned pro rata over the applicable Year in which it is paid and shall be paid within sixty (60) days of the first (1st) day of the applicable Year.

Upfront Marketing Support Funds – PBC will provide the Customer with annual marketing support payment in the amount of \$3,000.00 (the “**Marketing Support Funds**”) each Year during the Term, which shall be used for such marketing programs as may be mutually agreed by PBC and the Customer with the objective of increasing Product sales in the Outlets. The Marketing Support Funds will also include golf passes and the parties will mutually agree on the number of passes provided by PBC for each Year during the Term.

Vending Commissions – PBC will pay to the Customer a vending commission (the “**Vending Commission**”) in an amount equal to 40% of net revenue actually collected by PBC from vending equipment placed on the premises of the Outlets by PBC in each Year. The Vending Commission shall be calculated and paid by PBC to the Customer on a PBC quarterly basis within thirty (30) days of the end of the applicable PBC quarter. A detailed report outlining the calculation of the Vending Commission, the volume of Products sold through each piece of vending equipment by Outlet and an overall summary of the Vending Commission paid to date shall be delivered to the Customer on or about the same time as paying the Vending Commission.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Subject: Amended Agreement with London Symphonia for the Stewardship of the Former Orchestra London Music Library

Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the by-law attached as Appendix A, **BE INTRODUCED** at the Municipal Council meeting of June 14, 2022:

- (a) to authorize and approve an amended Stewardship Agreement between The City of London and London Symphonia for its exclusive use and custody of the City's Music Library;
- (b) the foregoing Stewardship Agreement is expected to be substantially in the form attached as Schedule "A" to the by-law, however any amendments to this Stewardship Agreement are to be in a form acceptable to the City Solicitor's Office;
- (c) to authorize the Mayor and Clerk to execute the Stewardship Agreement upon The Corporation of the City of London negotiating terms and conditions with London Symphonia to the satisfaction of the City Solicitor's Office.

Executive Summary

This report requests approval of the Former Orchestra London Music Library Stewardship amended Agreement between The City of London and London Symphonia. Council previously approved this Agreement at its meeting held on November 16, 2021. Subsequent to this approval, London Symphonia requested further amendments in the following key Sections of the Agreement: Section 4 London Symphonia's Obligations, Section 5 Insurance, Section 6 Indemnity, and Section 7 Rights of Use.

These amendments are intended to clarify London Symphonia's duties and responsibilities for stewardship of the Music Library collection to ensure that they would not be responsible for replacing scores that are lost or damaged as a result of catastrophic loss. For further details concerning these proposed Agreement amendments, please refer to Section 3 of this report.

Linkage to the Corporate Strategic Plan

The London Music Library Stewardship Agreement between the City and London Symphonia is aligned with the following strategic area of focus, as presented in the City of London Strategic Plan 2019-2023.

- Strengthening Our Community under the outcome Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Orchestra London - Additional Grant Request \(Dec 18, 2014\)](#)
- [Investing In The Arts Building A New Collaborative Orchestra Model We Play On Performance Fund And Reallocation Of CAIP Arts Funding \(April 13, 2015\)](#)
- [Orchestra London Bankruptcy \(June 9, 2015\)](#)
- [London Symphonia Stewardship of the Former Orchestra London Music Library \(Nov. 2, 2021\)](#)

2.0 Discussion and Considerations

2.1 Background and the Purpose of the Report

Municipal Council, at its meeting held on November 16, 2021 resolved:

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.

The purpose of this report is to seek Council approval for the City to enter into an amended Stewardship Agreement with London Symphonia for the exclusive use and custody of the City's Music Library. The authority of Council is required to make proposed amendments, as they are considered to be a substantial alteration from the approved November 16, 2021 Agreement.

The previous report to Council indicated that "London Symphonia assumes responsibility for the protection of the Music Library and agrees to indemnify the City and save it harmless from any and all loss resulting from all damage, loss or theft, however caused." The proposed amendments to the Agreement described in Section 3.0 of this report further limit the liability for which London Symphonia would indemnify the City for damage or loss as a result of acts of gross negligence or intentional acts. The City would exclude liability for catastrophic losses as a result of unforeseeable events, such as fire or flooding, as the City runs a similar risk of loss if it stores the Music Library itself.

The report also indicated that "London Symphonia may arrange to use music scores with a third party through use of a Loan Agreement (attached as Schedule D to the Stewardship Agreement)". As the City would have little recourse to seek replacement of damaged work on loan to a third party, it no longer wants to permit London Symphonia to be able to loan out music scores to third parties.

London Symphonia has reviewed and agrees to the proposed Agreement amendments that they feel clarifies London Symphonia's duties and responsibilities for stewardship of the Music Library collection.

3.0 Proposed Agreement

3.1 Music Library Stewardship Agreement Proposed Amendments

The Music Library Stewardship Agreement with London Symphonia (By-law and Agreement attached as Appendix A) provides support to London Symphonia for its exclusive use and custody of the Music Library. The following is a summary of the proposed amendments to the 2021 Council approved Agreement:

Section 1 Definitions Additions

“Ordinary wear and tear” means when damage occurs to a music sheet during ordinary use and exposure including, but not limited to, watermarks, creasing, folding, small rips and tears, but rendering the content of the music sheet to be still readable and useable.

“Misuse” means when a music score becomes damaged due to actions that are outside normal wear and tear. Damage may include, but is not limited to, significant rips, tears, watermarks, mould, dirt and fading that hinders the ultimate use of the music sheet.

Section 4 London Symphonia’s Obligations

~~4.6—London Symphonia covenants and agrees to replace any music scores which have been damaged or lost.~~

Clause 4.6 Amendment - Upon request by the City, London Symphonia covenants and agrees to replace any music scores which have been damaged as a result of use or misuse of same by London Symphonia, ordinary wear and tear excepted.

It will be the the decision of the City to determine whether any lost or damaged music score needs to be replaced. This proposed amendment clarifies that London Symphonia would be responsible for replacing scores that are lost or damaged due to London Symphonia’s use or misuse, not as a result of a catastrophic loss.

~~4.8—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.~~

Clause 4.8 Amendment - On an annual basis, the parties shall agree to the number of music scores to be digitized within the following twelve (12) month period. London Symphonia shall use reasonable efforts to work with the City in the digital replication of music scores deemed to be of significant value to meet the deliverable schedule agreed upon between the parties each year.

This Clause was amended to ensure that London Symphonia works with the City to digitize music scores deemed to be of significant value on an agreed upon schedule each year.

Clause 4.9 Addition - The City reserves the right to access and retain any Music Scores on a temporary basis for any reason at its discretion. London Symphonia shall make any music scores requested by the City available to the City within ten (10) days of receiving written notice from the City.

This Clause was added to provide the City with access to the music scores.

Section 5 Insurance

~~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.~~

Clause 5.2 Amendment - The parties agree that the Music Library shall be self-insured by the City and that the City assumes all risks of loss and damage to the Music Library resulting from any cause, including without limitation, fire, flood, and theft, but specifically excluding any loss or material damage to the Music Library caused by its use or misuse by London Symphonia.

Clause 5.2 outlines the City's commitment to self-insure the Music Library. This proposed amendment clarifies that the City is accepting the risk of loss and damage to the Music Library as a result of a catastrophic loss.

Section 6 Indemnity

Clause 6.2 Addition - 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 by the use or misuse of the Music Library by London Symphonia, ordinary wear and tear excepted.

(addition... by the use or misuse of the Music Library by London Symphonia, ordinary wear and tear excepted.)

~~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.~~

Clause 6.3 Amendment - London Symphonia agrees that London Symphonia shall report promptly any losses or damage, ordinary wear and tear excepted, to the City of London's Risk Management Department.

The indemnity is limited to the damage caused by London Symphonia, noting that the City is self-insuring and assuming the risk of loss or damage to the Music Library as a result of a catastrophic loss.

Section 7 Rights of Use

Clause 7.2 Deletion

~~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.~~

Clause 7.3 Deletion

~~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.~~

London Symphonia will no longer permitted to arrange the use music scores with a third party through use of a Loan Agreement (previously attached as Schedule D to the Stewardship Agreement).

4.0 Next Steps

This amended Agreement has been reviewed with Legal Services, Records Management, and Risk Management.

It is recommended that Civic Administration be authorized to take the necessary action to enter into this amended Stewardship Agreement with London Symphonia for the custodianship of the Former Orchestra London Music Library.

The City will work with London Symphonia to move the Music Library to the Metropolitan United Church from its current City storage location and to mitigate any damage or loss through the digital replication of music sheets deemed to be of significant value, noted in the obligations of this Agreement.

Prepared/Submitted by: **Robin Armistead, Manager, Culture Services**

Recommended by: **Cheryl Smith, Deputy City Manager,
Neighbourhood and Community-Wide Services**

cc. April Voth, Executive Director, London Symphonia

Scott Mathers, Deputy City Manager, Planning and Economic Development

Cory Crossman, Music Industry Development Officer, Planning and Economic Development

Grace Smith, Solicitor, Legal Services

Linzi Lavery, Specialist, Risk Management, Legal Services

Bridgette Somers, Manager, Corporate Records, Legal Services

Appendix A:

Bill No.
2022

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 , 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First Reading -
Second Reading –
Third Reading –

Schedule A

THIS AGREEMENT made this day of , 2022

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.

"Ordinary wear and tear" means when damage occurs to a music sheet during ordinary use and exposure including, but not limited to, watermarks, creasing, folding, small rips and tears, but rendering the content of the music sheet to be still readable and useable.

"Misuse" means when a music score becomes damaged due to actions that are outside normal wear and tear. Damage may include, but is not limited to, significant rips, tears, watermarks, mould, dirt and fading that hinders the ultimate use of the music sheet.

2 TERM

2.1 The term of this Agreement shall be for ten (10) years, commencing June 2022, and terminating June 2032, 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 Upon request by the City, London Symphonia covenants and agrees to replace any music scores which have been damaged as a result of use or misuse of same by London Symphonia, ordinary wear and tear excepted.
- 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.
- 4.8 On an annual basis, the parties shall agree to the number of music scores to be digitized within the following twelve (12) month period. London Symphonia shall use reasonable efforts to work with the City in the digital replication of music scores deemed to be of significant value to meet the deliverable schedule agreed upon between the parties each year.
- 4.9 The City reserves the right to access and retain any Music Scores on a temporary basis for any reason at its discretion. London Symphonia shall make any music scores requested by the City available to the City within ten (10) days of receiving written notice from the City.

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 and that the City assumes all risks of loss and damage to the Music Library resulting from any cause, including without limitation, fire, flood, and theft, but specifically excluding any loss or material damage to the Music Library caused by its use or misuse by London Symphonia.
- 5.3 In the event of any loss while the Music Library is in the possession of London Symphonia, the parties agree that the City of London will make the final decision with respect to the replacement of any lost music scores 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 by the use or misuse of the Music Library by London Symphonia, ordinary wear and tear excepted.
- 6.3 London Symphonia agrees that London Symphonia shall report promptly any losses or damage, ordinary wear and tear excepted, to the City of London's Risk Management Department.

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.

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 June, 2022.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE CITY OF
in the presence of) LONDON
)
)
) _____
) Ed Holder, Mayor
)
)
) _____
) Michael Schulthess, 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**

Note: One score could consist of instrumental music sheet music for anywhere from 10 to 80 performers (estimated to total approximately 1,636 scores)

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
15B	Beethoven	Ludwig van	Piano Concerto No.5	Breitkopf and Härtel
16	Beethoven	Ludwig van	Concerto for Violin in D Major	Breitkopf and Härtel
17	Beethoven	Ludwig van	Consecration of the House Overture	Breitkopf and Härtel
18	Beethoven	Ludwig van	Overture to Coriolan	Breitkopf and Härtel
20	Beethoven	Ludwig van	Overture to Fidelio (Leonore)	Breitkopf and Härtel
21	Beethoven	Ludwig van	Overture to Leonore No.3	Breitkopf and Härtel
22	Beethoven	Ludwig van	Ruins of Athens	Breitkopf and Härtel
23	Beethoven	Ludwig van	Ruins of Athens Overture	Boosey and Hawkes
24	Beethoven	Ludwig van	Overture to Prometheus	Breitkopf and Härtel
25	Beethoven	Ludwig van	Overture to Leonore No.2	Breitkopf and Härtel
26	Beethoven	Ludwig van	Symphony No.1	Breitkopf and Härtel
27	Beethoven	Ludwig van	Symphony No.2	Breitkopf and Härtel

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
28	Beethoven	Ludwig van	Symphony No.3	Breitkopf and Härtel
29	Beethoven	Ludwig van	Symphony No.4	Breitkopf and Härtel/Barenreiter
31	Beethoven	Ludwig van	Symphony No.6	Breitkopf and Härtel
32	Beethoven	Ludwig van	Symphony No.7	Barenreiter
33	Beethoven	Ludwig van	Symphony No.8	Edwin F. Kalmus
34	Beethoven	Ludwig van	Symphony No.9	Breitkopf and Härtel
35	Fauré	Gabriel	Ballade	J. Hammelle (Paris)
36	Benjamin	Arthur	Jamacian Rumba	Boosey & Hawkes
37	Berlioz	Hector	Overture to Benvenuto Cellini	Breitkopf and Härtel
38	Berlioz	Hector	Symphonie Fantastique	Breitkopf and Härtel
39	Berlioz	Hector	Hungarian March From Damnation of Faust	Breitkopf and Härtel
40	Berlioz	Hector	Harold in Italy	Breitkopf and Härtel
41	Berlioz	Hector	Overture to Beatrice and Benedict	Breitkopf and Härtel
42	Berlioz	Hector	Overture to Roman Carnival	Breitkopf and Härtel
43	Bernstein	Leonard	West Side Story (Selections For Orchestra)	G. Schirmer
44	Bernstein	Leonard	Overture to Candide	G. Schirmer
45	Strauss	Joh.Jr.	Roses from the South	Edwin Kalmus
48	Bizet	Georges	Carmen suite No.2	Edwin Kalmus
47	Bizet	Georges	Carmen Suite No.1	Edwin Kalmus
49	Boieldieu	A.	Overture "The Calf of Bagdad"	Carl Fisher
50	Borodin	Alexander	Dances from Prince Igor	Boosey and Hawkes
51	Brahms	Johannes	Academic Festival Overture	Hampton
52	Brahms	Johannes	Five Hungarian Dances	Reprint: N. Simrock (Leipzig)
53	Brahms	Johannes	Symphony No.1	Breitkopf and Härtel
54	Brahms	Johannes	Symphony No.2	Breitkopf and Härtel
55	Brahms	Johannes	Symphony No.4	Breitkopf and Härtel
56	Brahms	Johannes	Alto Rhapsody	Breitkopf and Härtel
57	Smetana	Bedrich	Three Dances from The Bartered Bride	Edwin Kalmus
58	Brahms	Johannes	Variations on a Theme By Haydn	Breitkopf and Härtel
59	Britten	Benjamin	Matinees Musicales	Boosey & Hawkes
60	Britten	Benjamin	Soirees Musicales	Boosey & Hawkes

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
61	Bucalossi	Ernest	The Grasshopper's Dance	Boosey & Hawkes
62	Cailliet	Lucien	Var. on Pop! Goes the Weasel	elkan-Vogel
63	Chabrier	Emmanuel	Espana Rhapsody	Edwin Kalmus
64	Chabrier	Emmanuel	Joyeuse March	Reprint: Enoch & Cie (Paris)
65	Cherubini	MariaLuigi	Overture to Anacreon	Breitkopf and Härtel
66	Cimarosa	Domenico	Secret Marriage Overture	Reprint: Ernst Eulenburg (Leipzig)
67	Haydn	F.J.	Symphony No.88	Breitkopf and Härtel
68	Clementi	Muzio	Sinfonia in D	Ricordi
69	Coates	Eric	London Suite	Reprint: Chappell & Co.(London)
70	Enesco	Georges	Rumanian Rhapsody No.2	Hampton
71	Faith	Percy	Swedish Rhapsody	Cromwell
72	Handel	G.F.	The Faithful Shepherd	Boosey & Hawkes
73	Franck	Cesar	Symphony in D	Edwin Kalmus
74	Frescobaldi	Girolamo	Toccatà	Belwin/Educational
75	Friedemann	Carl	Slavonic Rhapsody	Boosey & Hawkes
76	Britten	Benjamin	Young Person's Guide to the Orchestra	
77	Heuberger	Richard	Im Chambre Separee	Bosworth & Co.
78	Gade	Jacob	Jalousie	Charles Brull
79	German	Edward	Three Dances from Henry the VIII	Reprint: Novello & Co. Ltd.
80	Gershwin	George	Embraceable You	New World Music
80	Gershwin	George	Cuban Overture	New World Music
82	Gershwin	George	Piano Concerto in F	
83	Gershwin	George	George Gershwin Favorites	Harms
84	Gershwin	George	Porgy and Bess	Gershwin Publishing
85	Gershwin	George	Rhapsody in Blue	New World Music
86	Gershwin	George	Strike up the Band	New World Music
87	Gershwin	George	Summertime	Gershwin Publishing
88	Glinka	Mikhail	Overture to Russlan and Ludmila	Associated Music Publishers
89	Gillis	Don	Short Overture to an Unwritten Opera	Boosey & Hawkes
90	Gluck	Christoph	Overture to Alceste	Breitkopf and Härtel
91	Gluck	Christoph	Dance of the Blessed Spirits from "Orpheus"	Reprint: C. F. Peters (Leipzig)

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
92	Gluck	Christoph	Overture to Iphigenia in Aulis	Breitkopf and Härtel
93	Goldman	Edwin Franco	Children's March	G. Shirmer
94	Goldman	Edwin Franco	On the Mall	Carl Fisher
95	Goldmark	Karl	Overture to Sakuntala	Edwin Kalmus
96	Gomes	A.C.	Overture to Il Guarany	Carl Fischer
97	Gounod	C.F.	Faust: Ballet Music	Edwin Kalmus
98	Granados	Enrique	Intermezzo (from the Grand Opera)	G. Schirmer
99	Gretry	A.E.M.	Overture to Lucile	Ludwig music
100	Brahms	Johannes	Piano Concerto No.2	Breitkopf and Härtel
101	Grieg	Edvard	Noewegian Dances	Edwin Kalmus
102	Grieg	Edvard	Piano Concerto	Reprint: C. F. Peters (Leipzig)
104	Grieg	Edvard	Triumphal March from "Sigurd Jorsalfar"	Reprint
105	Grofe	Ferde	Grand Canyon Suite	Copyright: Robbns Music Corporation
106	Grieg	Edvard	Bridal Procession & Halvorsen "Entry of the Boyard"	Carl Fischer
107	Handel	G.F.	Amaryllis Suite	Boosey & Hawkes
108	Handel	G.F.	Fireworks Music	Edwin Kalmus
109	Handel	G.F.	The Gods Go A Begging	Copyright:Metzler & Co.
110	Handel	G.F.	Judas Maccabaus	Edwin Kalmus
111	Handel	G.F.	Water Music	Copyright:Murdoch & Co.
112	Handel	G.F.	Oh Never Bow We Down from "Judas Maccabaus"	Edwin Kalmus
114	Haydn	F.J.	Symphony No.101 "The Clock"	Edward B. Marks
115	Haydn	F.J.	Symphony No.45 "Farewell"	Breitkopf and Härtel
116	Haydn	F.J.	Symphony No.98	Edwin kalmus
117	Haydn	F.J.	Symphony No.113	Breitkopf and Härtel
118	Haydn	F.J.	Symphony No.104	Breitkopf and Härtel
119	Haydn	F.J.	Symphont No.94	Haydn-Mozart presse
120	Haydn	F.J.	Toy Symphony	Edwin Kalmus
121	Haydn	F.J.	Trumpet Concerto in Eb	Boosey & Hawkes
122	Herbert	Victor	Two Pieces from "Natoma"	G. Shirmer
123	Herbert	Victor	March of the Toys	M. Witmark & Sons.

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
124	Herman	Jerry	Hello Dolly Highlights	Edwin H. Morris & Co.
125	Holst	Gustav	A Moorside Suite	Boosey & Hawkes
126	Tchaikovsky		Symphony No.6	Breitkopf and Härtel
127	Humperdinck	E	Overture to Hansel and Gretel	Reprint: Schott & Co. (Mainz)
128	Ives	Charles	The Unanswered Question	Southern Music
129	Khachaturian	Aram	Masquerade Suite	Edwin Kalmus
130	Khachaturian	Aram	Sabre Dance	Edwin Kalmus
131	Kleinsinger	George	Tune and Workout for Youthful Orchestra	Chappel & Co.
132	Kern	Jerome	Music of the Air	T.B. Harms Co.
133	Kern	Jerome	Ol' Man River	T.B. Harms
134	Lecuona	Ernesto	Malaguena	Edward B. Marks
135	Lehar	Franz	Gold and Silver	Boosey & Hawkes
136	Liadow	Anatole	The Enchanted Lake	Luck's Music
137	Liszt	Franz	Les Preludes (Symphonic Poem No.3)	Edwin Kalmus
138	Liszt	Franz	Piano Concerto No.1	Edwin Kalmus
139	Litolff	H.C.	Scherzo Concerto (From Piano Concerto No.4)	Boosey & Hawkes
140	Lully	J.B.	Ballet Music	Edwin Kalmus
141	Slatter	John	Bonnie Brier Bush	Waterloo Music
142	Mascagni		Intermezzo Sinfonico from "Cavalleria Rusticana	Edwin Kalmus
143	McKay	George F.	Suite on Fiddler's Tunes	J. Fischer
144	Mendelssohn	Felix	Fingal's Cave Overture	Breitkopf and Härtel
145	Mendelssohn	Felix	Overture to "Ruy Blas"	Breitkopf and Härtel
149	Mendelssohn	Felix	Symphony No.3	Hampton Orchestra Library
150	Mendelssohn	Felix	Symphony No.4	New Lucks
151	Mendelssohn	Felix	Symphony No.5 (Reformation)	Breitkopf and Härtel
152	Mendelssohn	Felix	Violin Concerto	Breitkopf and Härtel
153	Mussorgsky	Modest	The Fair of Sorochinsk: Gopak	Edwin Kalmus
154	Mussorgsky	Modest	Night on Bald Mountain	Edwin Kalmus
155	Prokofiev	Serge	Romeo and Juliet Suite No.1	Edwin Kalmus
156	Mozart	W.A.	Overture to Don Giovanni	Edwin Kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
157	Mozart	W.A.	Overture to Il Seraglio	Breitkopf and Härtel
158	Mozart	W.A.	Overture to The Magic Flute	Breitkopf and Härtel
159	Mozart	W.A.	Piano Concerto No.20	Breitkopf and Härtel
160	Mozart	W.A.	Symphony No.33	Breitkopf and Härtel
162	Mozart	W.A.	Symphony No.36	Breitkopf and Härtel
163	Mozart	W.A.	Symphony No.40	Barenreiter Editions
164	Mozart	W.A.	Symphony No.41	Barenreiter
156	Nicolai	Otto	Overture to Merry Wives of Windsor	Breitkopf and Härtel
166	Offenbach	Jacques	Overture to Orpheus	Edwin Kalmus
167	Pannell	Raymond	Ballade for Piano and Orchestra	Self Published
168	Gabriel	Pierne	Cydalise	Heugel
169	Ponchielli	Amilcare	La Giocouda: Dance of the Hours	Edwin Kalmus
170	Porter	Cole	Begin the Beguine	Harms
171	Prokofiev	Serge	Symphony No.1	Edwin Kalmus
172	Prokofiev	Serge	Lieutenant Kije	Edwin Kalmus
173	Prokofiev	Serge	Peter and the Wolf	Boosey & Hawkes
174	Purcell	Henry	Comus	Boosey & Hawkes
175	Prokofiev	Serge	Romeo and Juliet Suite No.2	Edwin Kalmus
176	Clarke	Jeremiah	Trumpet Voluntary	Chappel & Co.
177	Quilter	Roger	A Children's Overture	Chappel & Co.
178	Ravel	Maurice	Pavane Pour une Infante Defunte	Reprint: Demets (Eschig)(Paris)
179	Reznicek	E.N. von	Overture to Donna Diana	Reprint: J. Schuberth & Co.
180	Rimsky-Korsakov	Nikolai	Mlada	Edwin Kalmus
181	Rimsky-Korsakov	Nikolai	Capriccio Espahnol	Edwin kalmus
182	Rimsky-Korsakov	Nikolai	Scheherazade	Edwin Kalmus
183	Rodgers	Richard	Carousel: Selections	Chappell & Co.
184	Rodgers	Richard	The King and I: Selections	Williamson Music
185	Loewe	Frederick	My Fair Lady: Selections	Chappell & Co.
186	Rodgers	Richard	Oklahoma: Selections	Crawford Music Co.
187	Rodgers	Richard	South Pacific: Selections	Chappell & Co.
188	Rodgers	Richard	Sound of Music	Williamson Music
189	Rossini	Gioacchino	Barber of Seville: Overture	Reprint: G. Ricordi (Milan)

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
190	Rossini	Gioacchino	Overture to Italians in Algeria	Luck's
191	Rossini	Gioacchino	Pas De Six: From "William Tell"	Reprint: Manuscript Edition
192	Rodgers	Richard	Overture to Semiramide	Reprint: Breitkopf and Härtel
193	Rossini	Gioacchino	Overture to Tancredi	Edwin Kalmus
194	Rossini	Gioacchino	Overture to William Tell	Edwin Kalmus
195	Saint-Saens	Camille	Carnival of the Animals	Reprint: A. Durand & Fils (Paris)
196	Saint-Saens	Camille	Danse Macabre	Edwin Kalmus
197	Saint-Saens	Camille	Introduction ad Rondo Capriccioso	Reprint: A. Durand & Fils (Paris)
198	Saint-Saens	Camille	Piano Concerto No.2	Edwin Kalmus
199	Saint-Saens	Camille	Symphony No.3	Edwin Kalmus
200	Schubert	Franz	Symphony No.3	Breitkopf and Härtel
201	Schubert	Franz	Symphony No.5	Breitkopf and Härtel
202	Schubert	Franz	Symphony No.6	Breitkopf and Härtel
203	Schubert	Franz	Symphony No.7	Breitkopf and Härtel
204	Schubert	Franz	Symphony No.8	Breitkopf and Härtel
205	Schubert	Franz	Rosamunde: Ballet Music	Breitkopf and Härtel
206	Schubert	Franz	Symphony No.4	Breitkopf and Härtel
207	Schumann	Robert	Piano Concerto in A-	Breitkopf and Härtel
208	Shostakovich	Dmitri	Symphony No.1	
210	Sibelius	Jean	Karelia Suite	Breitkopf and Härtel
212	Sibelius	Jean	Finlandia	Breitkopf and Härtel
213	Smetana	Bedrich	Ma Vlast: No.2 The Moldau	Breitkopf and Härtel
214	Strauss	Eduard	Clear Track Polka	Boosey & Hawkes
216	Strauss	Joh.Jr.	Pizzicato Polka	Reprint: Heugal & Cie. (Au Menestrel) (Paris)
215	Strauss	Joh.Jr.	Perpetuum Mobile	Edwin KaLMUS
217	Strauss	Joh.Jr.	Artist's Life	Luck's
217	Strauss	Joh.Jr.	Overture to Fledermaus	Breitkopf and Härtel
219	Strauss	Joh.Jr.	Fruhlingsstimmen Waltzer	Breitkopf and Härtel
220	Strauss	Joh.Jr.	Waltzes From "Der Rosenkavalier"	Boosey & Hawkes
221	Strauss	Richard	Till Eulenspiegel	Edwin Kalmus
222	Strauss	Joh.Jr.	Death and Transfiguration	Edwin kalmus
224	Stravinsky	Igor	Firebird (1919 Mcalister)	Edwin kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
225	Suppe	Franz von	Overture to Poet and Peasante	Reprint: Joseph Aibl
226	Tchaikovsky		Symphony No.4	Edwin Kalmus
227	Tchaikovsky		Symphony No.5	Edwin Kalmus
228	Tchaikovsky		Nutcracker Suite	Edwin Kalmus
229	Tchaikovsky		Overture to Romeo and Juliet	Bote and Bock (Berlin)
230	Tchaikovsky		Swan Lake	Edwin Kalmus
231	Tchaikovsky		Capriccio Italien	Edwin kalmus
232	Tchaikovsky		1812 Overture	Edwin Kalmus
233	Tchaikovsky		Polanaise from Eugene Onegin	Reprint: D. Rahter (Leipzig)
234	Tchaikovsky		Piano Concerto No.1	Breitkopf and Härtel
235	Tchaikovsky		Waltz from Eugene Onegin	Reprint: Jurgenson, P. (Moscow)
236	Tomlinson	Ernest	Three Pastoral Dances No.3 "Hornpipe"	Boosey & Hawkes
237	Thiman	Eric H.	Dance for a Children's Party	Boosey & Hawkes
238	Vaughan Williams	Ralph	English Folk Song Suite	Boosey & Hawkes
239	Vaughan Williams	Ralph	Fantasia on Greensleeves	Oxford University Press
240	Verdi	Giuseppe	La Forza Del Destino	Edwin Kalmus
242	Suppe	Franz von	Light Cavalry Overture	Reprint: Kistner and Siegal (Leipzig)
243	Verdi	Giuseppe	La Traviata: Prelude to Act I	Reprint: G. Ricordi (Milan)
244	Weber	C.M. von	Overture to Abu Hassan	Reprint: Schlesinger (Robert Lienau)
245	Weber	C.M. von	Overture to Oberon	Edwin Kalmus
246	Wagner		Overture to The Flying Dutchman	Breitkopf and Hartels
247	Wagner		Prelude to "Die Meistersinger"	Edwin Kalmus
248	Wagner		Prelude to Lohengrin	Breitkopf and Härtel
249	Wagner		Lohhengrin: Intro to Act III	Breitkopf & Hartel
250	Wagner		Tristan and Isolde: Prelude and Isolde's Love Death	Edwin Kalmus
251	Wagner		Overture to Rienzi	
252	Wagner		Siegfried Idyll	Breitkopf and Härtel
253	Wagner		Overture to Tannhauser	Breitkoph & Hartel
254	Tchaikovsky		Sleeping Beauty Suite	Edwin kalmus

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255	Weber	C.M. von	Overture to Euryanthe	Edwin Kalmus
256	Weber	C.M. von	Invitation to the Dance	Breitkopf and Härtel
257	Weber	C.M. von	Overture to Der Freischutz	Breitkopf and Härtel
258	Weinberger	Jaromir	Shvanda: Polka and Fugue	Associated Music
259	Handel	G.F.	Coronation Anthem No.1: Zadok the priest	Edwin Kalmus
260	Wolf-Ferrari		Overture to the interlude "Suzanne's Secret"	Reprint: Jos. Weinberger (Vienna)
262	Smetana	Bedrich	Overture to "The Battered Bride"	Bote & Bock
263	Bizet	Georges	Symphony No.1	Universal
264	Rossini	Gioacchino	Overture to La Gazza Ladra	Breitkopf and Härtel
265	Boccherini	Luigi	Sinfonia No.3	Guglielmo Zanibon
266	Strauss	Richard	Concerto for Horn No.1	Reprint: Joseph Aibl
267	Elgar	Edward	Enigma Variations	Edwin Kalmus
268	Saint-Saens	Camille	Cello Concerto No.1 in a	Reprint: A. Durand & Fils (Paris)
269	Webber		Jesus Christ Superstar Medley	Leeds Music
270	Mozart	W.A.	Piano Concerto No.9	Breitkopf and Härtel
271	Mozart	W.A.	Sinfonia Concertante	Breitkopf & Hartel
272	Bock	Gerry	Fiddler on the Roof: Selections	Sunbeam Music
273	Liszt	Franz	Piano Concerto No.1	Edwin Kalmus
274	Strauss	Joh.Jr.	Emperor Waltz (Kaiser)	Breitkopf and Härtel
275	Strauss	Joh.Jr.	Tales from the Vienna Woods	Breitkopf and Härtel
276	Strauss	Joh.Jr.	Where Lemon Trees Bloom	Boosey & Hawkes
277	Mozart	W.A.	Horn Concerto No.1	Breitkopf and Härtel
278	Sibelius	Jean	Violin Concerto in d	Reprint: Schlesinger (Robert Lienau)
279	MacDermot	Galt	Hair: Selections	United Artist's Music
280a	Gruber	Hans	Silent Night/O Little Town of Bethlehem	
280b	Handel	G.F.	Angels We Have Heard on High/Joy to the World	Luck's
280c	Wade arr.		Adeste Fideles/Hark! The Herald Angels Sing	

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280d	Traditional		Deck the Halls/We Wish You a Merry Christmas	
281	Mozart	W.A.	Four German Dances	Breitkopf and Härtel
282	Tchaikovsky		March Slave	Edwin Kalmus
283	Dvorak	Antonin	Symphony No.4/8	Edwin Kalmus
284	Waldteufel	E.	Les Patineurs (Skater's Waltz)	Reprint: Ascherberg, Hopwood & crew
285	Beethoven	Ludwig van	Two Romances	G. Henle
286	Joplin	Scott	Gunther Schuller	Belwin Mills
287	Strauss	Joh.Jr.	On the Beautiful Blue Danube Waltzes	Edwin Kalmus
288	Anderson	Leroy	Christmas Festival	Publisher: Belwin/Educational
289	Fauré	Gabriel	Pelleas and Melisande	Edwin Kalmus
290	Backer	B.	I'd Like To Teach the World to Sing	Kendor Music
291	Bizet	Georges	L'arlesienne Suite No.2	Edwin Kalmus
292	Bart	Lionel	Oliver: Selections	Publisher: Hal Leonard Music
293	Borodin	Alexander	Symphony No.2	Edwin kalmus
294	Chabrier	Emmanuel	Le Roi Malgre lui; Fete Polonaise	Reprint: Enoch & Cie (Paris)
295	Handel	G.F.	Messiah: Hallelujah Chorus	
296	Brahms	Johannes	Piano Concerto No.1	Breitkopf & Hartel
297	Kabalevsky	Dmitri	Overture to Colas Breugnon	G. Schirmer
298	Copland	Aaron	Hoe-Down from "Rodeo"	Boosey & Hawkes
299	Dukas	Paul	The Sorcerer's Apprentice	Edwin Kalmus
300	Smetana	Bedrich	Ma Vlast: No.1 Vysehrad	Edwin Kalmus
301	Wagner		Die Valkyrie: Ride of the Valkyrie	Breitkopf & Hartel
302	Mendelssohn	Felix	Calm Sea and Prosperous Voyage	Edwin Kalmus
303	Rimsky-Korsakov	Nikolai	Russian Easter Overture	Edwin Kalmus
304	Shostakovich	Dmitri	Golden Age Suite	Edwin Kalmus
305	Strauss	Joh.Jr.	Chit-Chat Polka	Boosey & Hawkes
306	Wieniawski		Violin Concerto No.2	Reprint: Schott & Co. (Mainz)
307	Debussy	Claude	Prelude to the Afternoon of a Faun	Reprint: Jean Jobert (Paris)

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308	Gould	Morton	Serendae of Carols	G&C Music
309	Brahms	Johannes	Hungarian Dances No.5 & 6	Reprint: N. Simrock (Leipzig)
310	Berlioz	Hector	Damnation of Faust: Dance of the Sylphs	Breitkopf and Härtel
311	Berlioz	Hector	Damnation of Faust: Dance of the Sprites	Breitkopf and Härtel
312	Sousa	John Philip	Sempre Fidelis	Carl Fischer
313			British Genadiers	Keith Prowse
314	Strauss	Johann Sr	Radetzky March	Reprint: August Cranz (Leipzig)
315	Dvorak	Antonin	Cello Concerto	Edwin Kalmus
316	Franck	Cesar	Symphonic Variations	Edwin Kalmus
317	Willcocks arr.		Five Christmas Carols	Oxford University Press
318	Puccini	Giacomo	La Boheme: Musetta's Waltz	Luck's
320	Dvorak	Antonin	Symphony No.2/7	Associated Music
319	Sibelius	Jean	Symphony No.2	Breitkopf and Hartel
321	Kumano	R.	Long Awaited Dawn	None
322	Elgar	Edward	Pomp and Circumstance March No.1	Boosey & Hawkes
323	Donizetti	Gaetano	Overture to Don Pasquale	Reprint: L. Grus & Cie. (Paris)
324	Flotow	Friedrich	Martha Overture	Edwin Kalmus
325	Anderson	Leroy	Chicken Reel	Mills Music
326	Delius	Frederick	Summer Evening	Mills Music
327	Chopin	Frederic	Piano Concerto No.2	Breitkopf and Härtel
328	Kay	Hershy	Deck the Halls	Boosey & Hawkes
329	Kay	Hershy	Pat-A-Pan (A Fantasy)	Boosey & Hawkes
330	Kay	Hershy	Variations on Joy to the World	Boosey & hawkes
331	Rimsky-Korsakov	Nikolai	Snow Maidens: Dance of the Tumblers	Boosey & Hawkes
332	Bach	J.S.	Jesu, Joy of Man's Desiring From Cantata 147	Carl Fisher
333	Rossini	Gioacchino	Overture to La Scala Di Seta	Edwin Kalmus
334	Bach	J.S.	Orchestral Suite No.3	Peters
335	Verdi	Giuseppe	La Traviata: E Strano and Ah Fors E Lui	Edwin Kalmus
336	Mozart	W.A.	Canzona from Marriage of Figaro "Voi Che Sapete"	Luck's
337	Borodin	Alexander	Overture to Prince Igor	Edwin Kalmus

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338	Dvorak	Antonin	Symphony No.5 (9)	Edwin Kalmus
339	Schubert	Franz	Ave Maria	Luck's
340	Sibelius	Jean	Symphony No.1	Edwin Kalmus
341	Haydn	F.J.	Cello Concerto No.1 (D+)	Breitkopf and Härtel
342	Rachmaninoff	Sergei	Piano Concerto No.2	Edwin Kalmus
343	Dvorak	Antonin	Slavonic Dances Op.46 No.3	Boosey & Hawkes
344	Haydn	F.J.	Symphony No.75	Joseph Boonin
345	Mozart	W.A.	Overture to Cosi Fan tutte	Breitkopf and Härtel
346	Sarasate	Pablo de	Zigeunerweisen (Gypsy Airs)	Edwin Kalmus
347	Mozart	W.A.	Concerto for Flute, Harp, and Orchestra	Breitkopf
348	Bizet	Georges	L'Arlessiene Suite No.1	Breitkopf and Härtel
349	Sibelius	Jean	Swan of Tuonela: Legend	Breitkopf & Hartel
350	Tchaikovsky		Violin Concerto in D	Breikopf and Hartel
351	Mozart	W.A.	Serenade in D	Breitkopf and Hartel
352	Telemann		Tafelmusik III No.1	Breitkopf and Hartel
353	Chopin	Frederic	Piano Concerto No.1	Breitkopf and Hartel
354	Sibelius	Jean	Valse Triste	Breitkopf and Hartel
355	Berlioz	Hector	Overture to King Lear	Edwin Kalmus
356	Strauss	Richard	Salomes Dance	Edwin Kalmus
357	Rossini	Gioacchino	Il Viaggio A Reims	Edwin Kalmus
358	Debussy	Claude	Nocturnes	Edwin Kalmus
359	Brahms	Johannes	Four Serious Songs	Reprint: Manuscript Edition
360	Gounod	C.F.	Romeo and Juliette: Ah! Je Veux Vivre	Luck's
361	Verdi	Giuseppe	Rigoletto: Caro Nome Che Il Mio Cor	luck's
362	Vivaldi	Antonio	Gloria	Edwin Kalmus
364	Handel	G.F.	Organ Concerto No.7 in Bb	Publisher: Editions Schott
365	Bach	J.S.	Sinfonia in D	Reprint: C. F. Peters (Leipzig)
366	Mozart	W.A.	Marriage of Figaro: Overture	Barenreiter
367	Schubert	Franz	Symphony No.2	Breitkopf and Hartel
268	Mozart	W.A.	Serenade No.6	Breitkopf and Hartel
369	Haydn	F.J.	Symphony No.92	Breitkopf and Hartel

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
370	Offenbach	Jacques	Les Contes D'Hoffman: Intermezzo and Barcarolle	Reprint: P. Choudens (Paris)
371	Wagner		Parcifal Prelude	Edwin Kalmus
372	Durand	Paul	Mademoiselle De Paree	Mills Music
373	Coates	Eric	The Three Elizabeths	Chappell
374	Handel	G.F.	Suite from the Royal Fireworks	Murdoch & Murdoch
375	Mozart	W.A.	Exultante Jubilate "Alleluja"	Edwin Kalmus
376	Donizetti	Gaetano	Concertino for English Horn and Orchestra	C. F. Peters
377	Work	Henry Clay	Granfather's Clock	Belwin Inc.
378	Anderson	Leroy	The Waltzing Cat	Mills Music
379	Anderson	Leroy	Blue Tango	Mills Music
380	Anderson	Leroy	Trumpeter's Lullaby	Belwin Mills
381	Anderson	Leroy	Sandpaper Ballet	Mills Music
382	Hayman	Richard	"Pops" Hoe-Down	Mills Music
383	Scarlatti		Symphony No.2	Hortus Musicus
384	Anderson	Leroy	The Typewriter	Mills Music
385	Anderson	Leroy	The Syncopated Clock	Mills Music
386	Anderson	Leroy	Serenata	Mills Music
387	Lehar	Franz	The Merry Widow: Vilia	Luck's
388	Delibes	Leo	Ler Filles De Cadia	Reprint: Manuscript Edition
389	Arditi	L.	IL Bacio (The Kiss)	Luck's
390	Mozart	W.A.	Horn Concerto No.3	Breitkopf and Härtel
391	Schubert	Franz	Symphony No.4	Breitkopf and Härtel
392	Haydn	F.J.	Symphony No.93	Edwin Kalmus
393	Rimsky-Korsakov	Nikolai	Snow Maiden Suite	Edwin Kalmus
394	Rachmaninoff	Sergei	Piano Concerto No.3	Edwin Kalmus
395	Schumann	Robert	Concertstruck For 4 Horns	Edwin Kalmus
396	Saint-Saens	Camille	Symphony No.2	Edwin Kalmus
397	Schubert	Franz	Symphony No.1	Breitkopf and Härtel
398	Mehul	Etienne Nicolas	Overture to La Chasse Du Jeune Henri	Heugel & Co.
399	Bruckner	Anton	Schenkt Han Sich Rosen	Bosworth & Co.
400	Beethoven	Ludwig van	Overture to Die Geschoffe des Prometheus	Edwin Kalmus
401	Friml	Rudolf	Rose Marie: Selection	Harms Inc.

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402	Bidgood	T.	Sons of the Brave	Boosey & Hawkes
403	Suppe	Franz von	Morning Noon and Night in Vienna Overture	Reprint: Kistner and Siegal (Leipzig)
404	Suppe	Franz von	Pique Dame Overture	Reprint: Kistner and Siegal (Leipzig)
405	Barnard	Geo D.	Love and Loyalty	C. L. Barnhouse
406	Ketelbey	Albert	In a Chinese Temple - Garden	Bosworth & Co.
407	De Lamater	E.	Christmastide Overture	Rubank Inc.
408	Wagner		March of the Mestersingers	Carl Fischer
409	Gaunt	Percy	The Village Orchestra	Carl Fischer
410	Chenette	Ed	Western World Overture	Rubank Inc.
411	Petrof arr.	Stan	Two Russian Songs	Boosey & HaWKES
412	Lake arr.	M. L.	Song of the Volga Boatman	Carl Fischer
413	De Lamater	E.	Shenandoah Overture	Rubank
414	Ketelbey	Albert	In a Persian Market	Bosworth & Co.
415	Schmidt	Ernst	Mazurka	Carl Fischer
416	Mozart	W.A.	Violin Concerto No.3	Breitkopf and Härtel
417	Grieg	Edvard	Three Pieces From Siguro Joesaufar	Edwin Kalmus
418	Wagner		Wesendonck Lieder	Luck's
418	Bach	J.S.	Concerto for Bassoon	Musikverlag Hans Sikorski: Hamburg
420	Delius	Frederick	Two Pieces for Small Orchestra	Oxford University Press
421	Mozart	W.A.	Clarinet Concerto in A	Breitkopf ans Hartel
422	Haydn	F.J.	Sinfonia Concertante	Breitkopf and Hartel
423	Mozart	W.A.	Symphony No.38	Breitkopf and Hartel
424	Mozart	W.A.	Symphony No.31	Breitkopf and Hartel
425	Delius	Frederick	Hassan: Intermezzo and Serenade	Boosey & Hawkes
426	Mozart	W.A.	King Thamos	Edwin Kalmus
427	Verdi	Giuseppe	Rigoletto: La Donna E Mibile	Luck's
428	Polster arr.	Ian	That's Entertainment	Big 3 Music
429	Jones	Kelsey	Miramichi Ballade	Boosey & Hawkes
430	Rossini	Gioacchino	La Danza Tarantella	Luck's
431	Strauss	Joh.Jr.	Artist's Life Waltz	Boosey & Hawkes
432	Strauss	Joh.Jr.	Accelerations	Musikverlag Doblinger
433	Ivanovici	J. (Iosif)	Waves of the Danube	Boosey & Hawkes

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434	Rimsky-Korsakov	Nikolai	Tsar Sultan: Flight of the Bumblebee	Edwin Kalmus
435	Brahms	Johannes	Symphony No.3	Breitkopf and Hartel
436	Strauss	Richard	Der Rosenavalier: Waltz	Boosey & Hawkes
437	Brahms	Johannes	Hungarian Dances No, 1,3 and 10	Boude Brothers
438	Strauss	Joh.Jr.	Wine, Woman and Song	Boosey & Hawkes
439	Mozart	W.A.	Piano Concerto No.22	Breitkopf and Hartel
440	Mozart	W.A.	Sinfonia Concertante	Breitkopf and Hartel
442	Boyce	William	Symphony No.5	Musikverlag Doblinger
443	Brahms	Johannes	Violin Concerto in D	Breitkopf and Hartel
445	Strauss	Joh.Jr.	Village Swallows	Boosey & Hawkes
444	Mozart	W.A.	Piano Concerto No.24	Barenreiter
446	Strauss	Joh.Jr.	Die Fledermaus: You and You Waltz	Boosey & Hawkes
447	Levine		Tie a Yellow Ribbon	None
448	Webb	Jimmy	Macarthur Park	None
449	Kincaide		Do You Remember This One?	None
450	Brahms	Johannes	Hungarian Dances 5,6, and 7	Breitkopf and Hartel
451	Corelli	Arcangelo	La Folia	Bruxelles, Schott Freres
452	Strauss	Joh.Jr.	1001 Nights	Boosey & Hawkes
453	Beethoven	Ludwig van	Fidelio: Abscheulicher!	Luck's
454	Beethoven	Ludwig van	Ah! Perfido	Edwin Kalmus
455	Beethoven	Ludwig van	Overture to Leonore No.1	Edwin Kalmus
456	Fauré	Gabriel	Pavane	Edwin Kalmus
457	Bach	J.S.	Brandenburg Concerto No.4	Barenreiter Editions
458	Bach	J.S.	Brandenburg Concerto No.1	Barenreiter Editions
463	Mendelssohn	Felix	Elijah	Edwin Kalmus
462	Brahms	Johannes	Ein Deutesches Requiem	Edwin Kalmus
461	Strauss	Joh.Jr.	Die Flaudermaus: Czardas	Luck's
460	Leigh		Man of La Mancha Selection	Sam Fox
459	Handel	G.F.	Judas Maccabaus: Halleluja, Amen, Amen!	Edwin Kalmus
464			Christmas Song Sheet No.11	Boosey & Hawkes
465	Bach	J.S.	Orchestral Suite No.4	Breitkopf and Hartel

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467	Bruch	Max	Kol Nidrei	Edwin Kalmus
468	Berlioz	Hector	Overture to Waverly	Edwi Kalmus
469	Verdi	Giuseppe	Requiem	Edwin Kalmus
470	Mozart	W.A.	The Impresario Overture	Edwin Kalmus
471	Mozart	W.A.	Les Petits Riens: Ballet Music	Edwin Kalmus
472	Mozart	W.A.	Piano Concerto No.23 in A	Barenreiter
473	Smith		America the Beautiful & Star Spangled Banner	Luck's
474	Strauss	Richard	Zueignung	Reprint: Manuscript Edition
475	MacMillan	Ernest	God Save the Queen	
476	Mozart	W.A.	Don Giovanni: Il Mio Tesoro Intanto	Luck's
477	Haydn	F.J.	Symphony No.96	Partitur
478	Saint-Saens	Camille	Havanaise	Edwin Kalmus
479	Dvorak	Antonin	Czeck Suite for orchestra	Edwin Kalmus
480	Glinka	Mikhail	Kamarinskaja	Edwin Kalmus
481	Haydn	F.J.	Symphony No.90	Partitur
482	Schubert	Franz	Overture in The Italian Style in C	Edwin Kalmus
483	Cowell Arr.	Johnny	T.V. Themes	None
484	Mozart	W.A.	Piano Concerto No.12	Breitkopf and Hartel
485	Mozart	W.A.	Exultate Jubilate	Edwin Kalmus
486	Tchaikovsky		Variations on a Rococco Theme	Edwin Kalmus
487	Sullivan	Arthur	H.M.S. Pinafore: Overture	Edwin Kalmus
489	Sullivan	Arthur	Yeoman of the Guard: Overture	Chappell & Co.
489	Gounod	C.F.	Faust: Ring of Thule & Jewel Song	Luck's
490	Copland	Aaron	Variations on a Shaker Theme	Boosey & Hawkes
491	Schubert	Franz	Overture in D	in house
492	Cowell Arr.	Johnny	Movie Themes	None
493	Williams	John	Star Wars Medley	Fox Fanfare Music
494	Sousa	John Philip	Stars and Stripes	Reprint: John Church
495	Sousa	John Philip	El Capitan	Reprint: John Church
496	Alford	K.J.	Lightning Switch	Boosey & Hawkes
498	Mozart	W.A.	Ombra Felice	Kneusslin

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499	Handel	G.F.	Coronation Anthem No.3: My Heart is Inditing	Edwin Kalmus
500	Handel	G.F.	Coronation Anthem No.4: Let Thy Hand Be Strengthened	Edwin Kalmus
501	Haydn	F.J.	Symphony No.6	Musikverlag Doblinger
502	Chausson	Ernest	Poeme for Violin and Orchestra	Edwin Kalmus
503	Rimsky-Korsakov	Nikolai	Suite from Le Coq D'or	Edwin Kalmus
504	Debussy	Claude	La Mer	Edwin Kalmus
506	Franck	Cesar	La Chasseur Maudit	Edwin Kalmus
507	Cimarosa	Domenico	Overture to The Secret Marriage	Edwin Kalmus
508	Mozart	W.A.	Flute Concerto No.1	Breitkopf and Hartel
509	Sullivan	Arthur	Overture to Pirates of Penzance	Edwin Kalmus
509	Tchaikovsky		Eugine Onegin: Letter Scene	Luck's
511	Bach	J.S.	Fugue in G- (Little)	Carl Fischer
512	Handel	G.F.	Coronation Anthem No.2: The King Shall Rejoyce	Edwin Kalmus
513	Williams	John	Theme From Close Encounters of the Third Kind	Columbia Pictures
514	Cable	H.	Heritage: A Canadian Folk Song Suite	None
515	Lehar	Franz	The Merry Widow: Waltz	Glocken Verlag
516	Dvorak	Antonin	Symphony No.6	Partitura
517	Mozart	W.A.	Don Juan: Madamina! (Leporello's Song)	Luck's
518	Mozart	W.A.	Marriage of Figaro: Non Piu Andrai	Luck's
519	Haydn	F.J.	Symphony No.104	Broude Brothers
520	Beethoven	Ludwig van	Piano Concerto No.1	Breitkopf and Hartel
521	Mozart	Leopold	Musical Sleigh Ride	Kuntzelman
522	Strouse	Charles	Musical Highlights from "Annie"	Charles Strouse
523	Handel	G.F.	Messiah: Rejoice Greatly, O Daughter of Zion	Prout
524	Saint-Saens	Camille	Violin concerto No,3	Edwin Kalmus
525	Miller	Mitch	Au Bord Du Foret	None
526	Sullivan	Arthur	Gilbert and Sullivan: Patience	Edwin Kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
527	Haydn	F.J.	Lord Nelson Mass	Edwin Kalmus
528	Fauré	Gabriel	Requiem	Edwin Kalmus
529	Buxtehude	Dietrich	Kantata	Kistner & C.F.W Siegel
530	McCauley		Christmas Fantasia	Marseg Ltd
531	Weatherly	Fred	Danny Boy	Boosey & Hawkes
530	McCauley		Christmas Fantasia	Marsag Ltd
532	Handel	G.F.	Sinfonia (Soloman: Act III)	Boude Brothers
533	Prokofiev	Serge	Summer Day	Edwin Kalmus
534	Bach	J.S.	Orchestral Suite No.1	C.F. Peters
535	Verdi	Giuseppe	Un Ballo In Maschera	Luck's
536	Verdi	Giuseppe	Il Trovatore: Il Balon Del Suo Sorriso	Luck's
537	Haydn	F.J.	The Creation	Edwin Kalmus
538	Cable	H.	Songs of the 70's	None
539	Verdi	Giuseppe	Death of Rodrigo	Luck's
540	Handel	G.F.	Hallelujah Chorous	Excerpt from the Prout edition
541	Haydn	F.J.	Mass in the Time of War (Pauken Mass)	Edwin Kalmus
542	Monti	Vittorio	Czardas	Carl Fischer
543	Dvorak	Antonin	Song of the Moon "Rusalka"	Luck's
544	Verdi	Giuseppe	Ernani, Ernani, Involami	Luck's
545	Mozart	W.A.	Bella Mia Fiamma	Edwin Kalmus
546	Wagner		Siegfried's Rheinfahrt	Edwin Kalmus
547	Wagner		Das Reingold: Entry of the Gods Into Valhalla	Edwin Kalmus
548	Lalo	Edouard	Symphony Espagnole	Breitkopf and Hartel
549	Haydn	F.J.	Cello Concerto D+	Edwin Kalmus
550	Mozart	W.A.	Symphony No.25	Breitkopf and Hartel
551	Khachaturian	Aram	First Suite From Ballet No.1	Edwin Kalmus
552	Delius	Frederick	Sleigh Ride	Boosey & Hawkes
554	Weber	C.M. von	Konzertstueck in f	Breitkopf and Hartel
555	Boccherini	Luigi	Cello Concerto	Edwin Kalmus
556	Rossini	Gioacchino	Il Signor Bruschino Overture	Edwin Kalmus
557	Schubert	Franz	March Militair	Unknown
558	Suppe	Franz von	Beautiful Galathee	Edwin Kalmus
559			O Tannenbaum, Jingle Bells	Luck's

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560	Surell arr.	J.Lewis	Away in a Manger, It Came Upon a Mignight Clear	Luck's
561	Johnny	Marks	Rudolph the Red Nose Reindeer	Hal Leonard
562	Strauss	Joh.Jr.	Auf Der Jagd	Edwin Kalmus
563	Strauss	Joh.Jr.	Gypsy Baron: Treasure Waltz	Luck's
564	Strauss	Joh.Jr.	Champagne Polka	Luck's
565	Strauss	Joh.Jr.	Pleasure Train Polka	Luck's
566	Mozart	W.A.	Horn Concerto No.2	Breitkopf and Hartel
567	Borodin	Alexander	On the Stepps of Central Asia	Edwin Kalmus
568	Ippolitow-Iwanow	M.	Caucasian Sketches	Edwin Kalmus
569	Gliere	Reinhold	Russian Sailor's Dance	Edwin Kalmus
570	Tchaikovsky		Waltz-Scherzo	Edwin Kalmus
571	Mozart	W.A.	Symphony No.34	Breitkopf and Hartel
572	Sullivan	Arthur	The Gondoliers Overture	G. Shirmer
573	Tchaikovsky		Melody	Edwin Kalmus
574	Straus	Oscar	The Chocolat Soldier: My Hero	None
575	Mozart	W.A.	Cosi Fan Tutte: Come Scoglio Immoto Resta	Luck's
576	Bach	J.S.	Mass in B-	Barenreiter
577	Bach	C.P.E.	Concerto for Two Pianos	Praeclassica Eulenburg
578	Goldsmith	Jerry	Themes from Star Trek	Musicians Publications
579	Douglas arr.	McLean	A tribute To Romberg	Harms Inc.
580	Dvorak	Antonin	Carnival Overture	Partitura
581	Meyerbeer	Giacomo	Suite from Les Patineurs	Boosey & Hawkes
582	Schubert	Franz	Overture in D (In the Italian Style)	Breitkopf and Hartel
583	Schubert	Franz	Mass in Ab	Edwin Kalmus
584	Bach	J.S.	Christmas Oratorio	Barenreiter
585	Legrand	Michael	Michael Legrand Selections "The Thomas Crown Affair"etc.	Big 3
586	Rossini	Gioacchino	Cavatina: Una Voce Poco Fa	Luck's
587	Sullivan	Arthur	The Pirates of Penzance: Poor Wandering One	
586	Mozart	W.A.	Symphony No.10	Edwin Kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
589	Hamlisch	Marvin	Selections From: A Chorous Line	Hamlisch & Kleban
590	Sondheim	Stephen	Send in the Clowns	Hal Leonard
591	Lavalee	Calixa	o Canada	Gordon V. Thompson
592	Wieniawski		Scherzo - Tarantella	Reprint: Kistner and Siegal (Leipzig)
593	McCoy	Van	The Hustle	Warner-Tamerlane
594	Strauss	Josef	Feuerfest Polka	Reprint: August Cranz (Leipzig)
595	Strauss	Joh.Jr.	Wiener Blut (Waltzer)	Edwin Kalmus
596	Murphy	Walter	A Fifth of Beethoven	RFT Music Publishing Corp.
597	Strauss	Joh.Jr.	Die Fledermaus: Laughing Song	Luck's
598	Mozart	W.A.	The Marriage of Figaro: Deh Vieni Non Tardar	Luck's
599	Bach	J.S.	Ave Maria	Luck's
600	Mozart	W.A.	Piano Concerto No.21	Breitkopf and Hartel
601	Haydn	F.J.	Horn Concerto No. 1	Edwin Kalmus
602	Mozart	W.A.	Symphony No.29	Edwin Kalmus
603	Telemann		Tafelmusik Musique de Table Suite No.3	Reprint: Ernst Eulenburg (Leipzig)
604	Brahms	Johannes	Serenade in D	Breitkopf and Hartel
605	Bruch	Max	Violin Concerto No.1	Edwin Kalmus
606	Williams	John	Theme from Superman	Warner Bros.
607	Vaughan Williams	Ralph	Overture to The Wasps	Edwin Kalmus
608	James	Harry	Two O'Clock Jump	Robbins Music
609	Hubay	Jenö	Scenes de la Czarda, No. 4: Meijre Kati	Julius Hainauer, Ltd.
610	Haydn	F.J.	Symphony No.57	Haydn Mozart Press
611	Bartok	Bela	Bartok Suite for Orchestra	Southern Music
612	Washington & Harline		When You Wish Upon a Star	Bourne Co.
613	Brahms	Johannes	Serenade in A	Breitkopf and hartel
614	Bray	Kenneth	John Lennon: A Tribute	None
615	Rogers	Bernard	Five Fairy Tales: Once Upon a Time	Edwin Kalmus
616	Strauss	Joh.Jr.	Waldmeister Overture	Musikverlag Ludwig Krenn
617	Waldteufel	E.	Espana	Luck's
618	Strauss	Joh.Jr.	Banditen Galopp, Polka Schnell	Luck's

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619	Mozart	W.A.	The Magic Flute: Dies Bildnis ist Bezaubernd Schon	Luck's
620	Puccini	Giacomo	La Boheme: Che Gelida Manina	Luck's
621	Gillis	Don	The January February March	Boosey & Hawkes
622	Borodin	Alexander	Prince Igor: Poloutsain Dances	Edwin Kalmus
623	Chabrier	Emmanuel	Suite Pastoral	Edwin Kalmus
624	Berlioz	Hector	Les Nuits D'ete	Edwin Kalmus
625	Brahms	Johannes	Tragic Overture	Breitkopf and Hartel
626	Copland	Aaron	Quiet City	Boosey & Hawkes
627	Strauss	Joh.Jr.	Overture to Der Zigeunerbaron (Gypsy Baron)	Edwin Kalmus
628	Strauss	Joh.Jr.	Chit Chat Polka	Edwin Kalmus
629	Strauss	Joh.Jr.	Accelerations Waltz	Edwin Kalmus
630	Haydn	F.J.	Symphony No.82	Haydn-Mozart Press
631	Beethoven	Ludwig van	Triple Concerto	Brietkopf and Hartel
632	Brahms	Johannes	Concerto for Violin and Cello	Breitkopf and Hartel
633	Haydn	F.J.	Symphony No.7	Verlag Doblinger
634	Beethoven	Ludwig van	Missa Solemnis	Breitkopf and Hartel
635	Berlin	Irving	White Christmas	Hal Leonard Music
636	Livingston and Evans		Silver Bells	Paramount Music
637	Adam	A	Cantique De Noel (O Holy Night)	Luck's
638	Davis	Katherine	Carol of the Drum	Belwin Mills
639	Autry	Gene	Here Comes Santa Claus	Western Music
640	Leontovich	M	Carol of the Bells	Carl Fisher
641	Shostakovich	Dmitri	Festival Overture	Edwin Kalmus
642	Jackson arr.		Happy Birthday	None

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644	Massenet	Jules	Le Cid	Edwin Kalmus
643	Wolf		Italian Serenade	Edwin Kalmus
645	Rossini	Gioacchino	Turk in Italy	Edwin Kalmus
646	Bach	J.S.	St. John Passion	Edwin Kalmus
647	Lowden arr.	Bob	Disney Magic	Hal Leonard
648	Holcombe, arr.		Fame	Hal Leonard
649	Webber		Evita	Luck's
650	Grusin	Dave	On Golden Pond (Theme)	Hal Leonard
651	Williams	John	E.T. Selections	MCA Music
652	Weber	C.M. von	Peter Schmoll Overture	Edwin Kalmus
653	Vangelis		Chariots of Fire	Warner Bros.
654	Dvorak	Antonin	Slavonic Dances Op.46 Nos.1-4	Edwin Kalmus
655	Dvorak	Antonin	Slavonic Dances Op.46 Nos.5-8	Edwin Kalmus
656	Dvorak	Antonin	Slavonic Dances Op.72 Nos.5-8	Edwin Kalmus
657	Dvorak	Antonin	Slavonic Dances Op.72 Nos.1-4	Edwin Kalmus
658	Weill	Kurt	Little Threepenny Music	Universal
659			Happy Birthday	
660	Gounod	C.F.	Symphony No.1	Edwin Kalmus
661	Mozart	W.A.	Concerto for Violin in A	Barenreiter
662	Bruch	Max	Scottish Fantasy	Edwin Kalmus
663	Weber	C.M. von	Concertino for Clarinet in Eb	Edwin Kalmus
664	Holst	Gustav	A Somerset Rhapsody	Boosey & Hawkes
665	Farkas	Ferenc	March Suite	Edito Musica, Budapest
666	Beethoven	Ludwig van	Mass in C	Edwin Kalmus
667	Haydn	F.J.	Cassation in D	Verlag Doblinger
668	Mozart	W.A.	Masonic Funeral Music	Barenreiter
669	Mozart	W.A.	Divertimento No.15	Edwin Kalmus
670	Alford	K.J.	Colonel Bogey March	Boosey & Hawkes
671	Schumann	Robert	Symphony No.2	Edwin Kalmus
672	Weber	C.M. von	Bassoon Concerto in F-	Edwin Kalmus
673	Lederman arr.	A	Rick Avery and Judy Greenhill Music	None

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
674	Hummel	Johann N.	Memory of Friedship	None
675	Mozart	W.A.	Piano Concerto No.26 in D	Barenreiter
676	Strauss	Joh.Jr.	Annen - Polka	Luck's
677	Strauss	Joseph	Die Libelle (Polka-Mazur)	Edwin Kalmus
678	Strauss	Joh.Jr.	Eljen A Magyar! (Polka)	Edwin Kalmus
679	Tchaikovsky		Francesca Da Rimini	Edwin Kalmus
680	Pierne	Gabriel	Album for My Little Friends: March of the Little Lead Soldiers	Edwin Kalmus
681	Holst	Gustav	Christmas Day	Novello and Co. Ltd.
682	Chase arr.	Bruce	Christmas Memories	Hal Leonard
683	Bessell arr.	E.M.	Three Christmas Carols	Boosey & Hawkes
685	Bach	C.P.E.	Sinfonia in D	Edwin Kalmus
686	Klein	Lathar	Music for Kids	None
687	Vieuxtemps	H.	Violin Concerto No.5	Edwin Kalmus
668	Nielsen	Carl	Concerto for Flute and Orchestra	Partitur
689	Verdi	Giuseppe	Nabucco Overture	Edwin Kalmus
691	Bratton	John	The Teddy Bears Picnic	Carl Fischer
692	Giron	A.	Nocturne	None
693	Sullivan	Arthur	Mikado: The Moon and I	Luck's
694	Puccini	Giacomo	La Boheme: Si, Mi Chiamano Mimi	Luck's
695	Mozart	W.A.	Cosi Fan Tutte: In Uomini, in Slodati	Luck's
696	Sullivan	Arthur	The Gondoliers: Quintet and Finale	Luck's
697	Sullivan	Arthur	H.M.S Pinafore: Sorry Her Lot	Luck's
698	Sullivan	Arthur	H.M.S. Pinafore: Fair Moon to Thee I Sing	Luck's
699	Sullivan	Arthur	Mikado: A Wandering Minstrel	Luck's
700	Sullivan	Arthur	Mikado: Three Little Maids	Luck's
701	Sullivan	Arthur	Mikado: A More Humane Mikado (Mikado's entrance and song)	Luck's
702	Sullivan	Arthur	Mikado: Brightly Downs our Wedding Day	Luck's
703	Sullivan	Arthur	The Gondoliers: When a Merry Maiden Marries	Luck's

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704	Sullivan	Arthur	The Gondoliers: Oh Rapture, When alone Together, There was a Time	Luck's
705	Sullivan	Arthur	The Gondoliers: Kind Sir, You Cannot Have the Heart	Luck's
706	Sullivan	Arthur	H.M.S Pinafore: I'm Called Little Buttercup	Luck's
707	Ravel	Maurice	Introduction and Allegro	Edwin Kalmus
708	Nielsen	Carl	Concerto for Clarinet	Partitur
709	Mozart	W.A.	Overture to La Clemenza Di Tito	Breitkopf and Hartel
710	Mozart	W.A.	Horn Concerto No.4	Breitkopf and Hartel
711	Schumann	Robert	Cello Concerto in A	Breitkopf and Hartel
712	Haydn	F.J.	Symphony No.88	Haydn-Mozart Press
713	Beethoven	Ludwig van	Piano Concerto No.2 in Bb	Breitkopf and Hartel
715	Grondahl	Launy	Concerto for Trombone	Samfundet Til Udgicelse Af Dansk Musik
716	Gounod	C.F.	Faust: Mephisto's Serenade	Luck's
717	Mozart	W.A.	The Marriage of Figaro: Se Vuol Ballare	Luck's
718	Mozart	W.A.	Violin Concerto No.4 in D	Breitkopf and Hartel
719	Gounod	C.F.	Faust: Avant de Quitter Cez Lieux	Luck's
720	Wagner		Tannhauser: O! Du Mein Holder Abendstern	Luck's
721	Mouret	J.J	Suites De Symphonies	Edwin Kalmus
720	Handel	G.F.	Overture to Berenice	Luck's
723	Tchaikovsky		Swan Lake: Russian Dance	Mayfair
724	Enesco	Georges	Rumanian Rhapsody No.2	Edwin Kalmus
725	Haydn	F.J.	Symphony No.27	Musikverlag Doblinger
726	Haydn	F.J.	Symphony No.8	Musikverlag Doblinger
727	Haydn	F.J.	Symphony No.30	Musikverlag Doblinger
728	Haydn	F.J.	Symphony No.48	Musikverlag Doblinger
729	Haydn	F.J.	Symphony No.49	Musikverlag Doblinger
730	Haydn	F.J.	Symphony No.45	Musikverlag Doblinger
731	Elgar	Edward	Pomp and Circumstance March No.4 in G	Edwin Kalmus

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732	Beethoven	Ludwig van	Romances	Breitkopf and Hartel
733	Schumann	Robert	Overture, Scherzo and Finale	Edwin Kalmus
734	Handel	G.F.	Water Music Suites 1-3	Barenreiter
735	Bach	J.C.	Symphony in D	Kunzelmann
736	Prokofiev	Serge	Symphony No. 5	Edwin Kalmus
737	Mozart	W.A.	The Austrian National Anthem	
738	Mozart	W.A.	Idomeneo: Overture	Breitkopf and Hartel
739	Sibelius	Jean	Pelleas and Melisande	Edwin Kalmus
740	Lennon/McCartney		I Want to Hold Your Hand	Duchess Music
741	Tchaikovsky		Serenade Melancolique	Reprint: Jurgenson, P. (Moscow)
742	Rachmaninoff	Sergei	Symphony No.2	Edwin Kalmus
744	Khachaturian	Aram	Gayaneh Ballet: Suite no.2	Edwin Kalmus
745	Handel	G.F.	Rinado Overture	Edwin Kalmus
746	Weber	C.M. von	Symphony No.1 in C	Edwin Kalmus
747	Fauré	Gabriel	Requiem	Hinshaw Music
748	Paganini	Niccolo	Violin Concerto No.1 in D	Edwin Kalmus
749	Haydn	F.J.	Symphony No.39 In G-	Musikverlag Doblinger
750	Puccini	Giacomo	Madama Butterfly: Pinkerton's Aria	Edwin Kalmus
751	Puccini	Giacomo	Manon Lescaut: Donna Non Vida Mai	Edwin Kalmus
752	Puccini	Giacomo	Tosca: Recondita Armonia	Edwin Kalmus
753	Giordano		Fedora: Amor Ti Vieta	Edwin Kalmus
754	Verdi	Giuseppe	La Traviata: De'Mei Bollenti Spiriti	Edwin Kalmus
755	Vivaldi	Antonio	Concerto For Flute	Edwin Kalmus
756	Flotow	Friedrich	Martha: Last Rose of Summer	Edwin Kalmus
757	Bizet	Georges	Pearl Fishers: Come Autre Fois Dansd La Nuit	Edwin Kalmus
758	Tchaikovsky		Symphony No.3	Edwin Kalmus
759	Handel	G.F.	Concerto Grosso in G	Barenreiter Editions
760	Arriaga	Juan Crisostomo	Overture to Los Esclavos Felices	Edwin Kalmus
761	Tchaikovsky		Suite No.4	Edwin Kalmus
762	Handel	G.F.	Organ Concerto No.8 in A	Schott
763	Webber		Selection from Phantom of the Opera	Hal Leonard

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764	Handel	G.F.	Messiah	Barenreiter
765	Schubert	Franz	Overture to Rosemunde	Breitkopf and Hartel
766	Rutter arr.	John	Candlelight Carol	Oxford University Press
767	Rutter arr.	John	Shepherd's Pipe Carol	Oxford University Press
768	Strauss	Joh.Jr.	Die Fledermaus: Trinke Liebschen Trinke Schnell (The Drinking Song)	Edwin Kalmus
769	Strauss	Joh.Jr.	Der Fledermaus: Diesser Anstand (Watch Duet)	Edwin Kalmus
770	Strauss	Joh.Jr.	Egyptian March	Edwin Kalmus
771	Strauss	Joh.Jr.	Gypsy Baron: Zigeunerlied	Edwin Kalmus
772	Strauss	Joh.Jr.	Gypsy Baron: When Vienna Sings	Edwin Kalmus
773	Strauss	Joh.Jr.	Gypsy Baron: Als Flother Geist	Edwin Kalmus
774	Dvorak	Antonin	Silent Woods	Edwin Kalmus
775	Fauré	Gabriel	Elegy for Cello and Orchestra	Edwin Kalmus
776	Mozart	W.A.	Bassoon Concerto	Barenreiter
777	Mozart	W.A.	Symphony No.23	Barenreiter
778	Mozart	W.A.	Violin Concerto No.1	Barenreiter
779	Mozart	W.A.	Piano Concerto No.19	Breitkopf and Hartel
780	Mozart	W.A.	Rondo for Violin and Orchestra	Edwin Kalmus
781	Gluck	Christoph	Overture to Orpheus	Edwin Kalmus
782	Mozart	W.A.	Clarinet Concerto	Barenreiter
783	Sullivan	Arthur	Ruddigore: Cheerily Carols the Lark	Edwin Kalmus
784	Sullivan	Arthur	Mikado: Here's A How-De-Do	Edwin Kalmus
785	Sullivan	Arthur	The Gondoliers: Dance A Cachucha	Edwin Kalmus
786	Sullivan	Arthur	Utopia Ltd.: O Zara	Edwin Kalmus
787	Torme\Wells	Mel	The Christmas Song (Chestnuts Roasting on an Open Fire)	Hal Leonard
788	Simeone arr.		'Twas the Night Before Christmas	Shawnee Press
789	Strauss	Joh.Jr.	Kiss Waltz	Edwin Kalmus
791	Strauss	Joh.Jr.	Persian March	Edwin Kalmus
792	Strauss	Joh.Jr.	Vienna BonBons	Doblinger
793	Berlin	Irving	Easter Parade	Doblinger

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794	Mozart	W.A.	Marriage of Figaro: Porgi Amor	Edwin Kalmus
795	Mozart	W.A.	Marriage of Figaro: Dove Sono	Edwin Kalmus
796	Sullivan	Arthur	Overture to Yeoman of the Guard	Edwin Kalmus
797	Harlap	Aharon	A Child's World	Israel Music Institute
812	Goldmark	Karl	In The Springtime	Edwin Kalmus
811	Mendelssohn	Felix	Athalia: Kriegsmarsch Der Priester	Edwin Kalmus
810	Mozart	W.A.	Cosi Fan Tutti: Una Donna A Quindici Anni	Edwin Kalmus
809	Puccini	Giacomo	Tosca: Vissi D'arte	Luck's
808	Puccini	Giacomo	Madama Butterfly: Un Bel Di	Luck's
807	Mendelssohn	Felix	Scherzo in G- from the Octet	Edwin Kalmus
806	Sibelius	Jean	Valse Triste (Kuolema)	Breitkopf and Hartel
805	Berlioz	Hector	Reverie and Caprice	Edwin kalmus
804	Dvorak	Antonin	Scherzo Capriccioso	Edwin Kalmus
803	Tchaikovsky		Pezzo Capriccioso	Edwin Kalmus
802	Rossini	Gioacchino	Barber of Seville: Largo al Faototum	Luck's
801	Mozart	W.A.	Serenade No.2	Edwin Kalmus
800	Beethoven	Ludwig van	Wellington's Victory	Edwin Kalmus
799	Rossini	Gioacchino	Sonata No.1 in G+	Doblinger
798	Mozart	W.A.	Vesperae Solennes De Confessore	Edwin Kalmus
828	Strauss	Joh.Jr.	Explosions Polka	Musikverlag Ludwig Krenn
827	Strauss	Joseph	Women's Heart	Musikverlag Ludwig Krenn
826	Strauss	Johann Sr	Sigh Galop	Musikverlag Ludwig Krenn
825	Strauss	Joh.Jr.	Tempestuous in Love and Dance	Edwin Kalmus
824	Strauss	Joh.Jr.	Light of Heart	Verlag Doblinger
823	Mozart	W.A.	Five Country Dances	Edwin Kalmus
820	Custer arr.		Themes from 007	Warner Bros. Music
819	Conti	Bill	Highlights from Rocky	Big3 Publications
817	Haydn	F.J.	Symphony No.100	Universal Edition
816	Sullivan	Arthur	Mikado: Overture	Edwin Kalmus
815	Sousa	John Philip	Washington Post March	Edwin Kalmus
814	Tchaikovsky		Piano Conerto No.2	Edwin Kalmus

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813	Schubert	Franz	March Militare No.1	Musikverlag Ludwig Krenn
841	Saint-Saens	Camille	Samson and Dalila: My Heart at Thy Sweet Voice	Edwin Kalmus
840	Delibes	Leo	Lakme: Bell Song	Edwin Kalmus
839	Mendelssohn	Felix	Beautiful Melusine Overture	Edwin Kalmus
838	Telemann		Don Quixote Suite	Edwin Kalmus
837	Strauss	Joh.Jr.	Die Flaudermaus: Finale to Act II	Edwin Kalmus
836	Lehar	Franz	The Merry Widow: Maxims - O vaterland	Edwin Kalmus
835	Fucik		Entrance of the Gladiators	Edwin Kalmus
834	Kreisler	Fritz	Three Old Viennese Dances: No. 2: Liebesleid	Edwin Kalmus
833	Kreisler	Fritz	Three Old Viennese Dances: No. 3: Schoen Rosmarin	Edwin Kalmus
832	Kreisler	Fritz	Tambourin Chinois	Edwin Kalmus
831	Kreisler	Fritz	Caprice Viennois	Edwin Kalmus
830	Kreisler	Fritz	Three Old Viennese Dances: No. 1: Liebesfreud	Edwin Kalmus
829	Strauss	Joh.Jr.	Delirien Waltz	Musikverlag Ludwig Krenn
853	Boccherini	Luigi	Overture in D Major	Edwin Kalmus
852	Puccini	Giacomo	Crisantemi	Edwin Kalmus
850	Wieniawski		Polonaise de Concert (Violin)	Luck's
849	Parry	Hubert	Jerusalem	J. Curwen & Sons
848	Lehar	Franz	The Merry Widow: I Love you So (Duet) - Lippen Schweigen	Edwin Kalmus
847	Catalani	Alfredo	La Wally: Ebben?...Ne Andro Lontana	Edwin Kalmus
846	Mozart	W.A.	Vedro Mentrío Sospiro	Luck's
845	Verdi	Giuseppe	Rigoletto: Signor de Principe	Edwin Kalmus
845	Gluck	Christoph	Orpheus: Che Puro Ciel	Luck's
843	Bizet	Georges	Pearl Fishers: Au Fond Due Temple Saint	Edwin Kalmus
842	Massenet	Jules	Le Cid: Priere	Luck's
862	Puccini	Giacomo	La Boheme: O Soave Fanciulla	Edwin Kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
861	Bach	J.S.	Orchestra Suite No.2 in B-	Edwin Kalmus
860	Custer arr.		Beauty and the Beast: Highlights	Jenson Publications
859	Ravel	Maurice	Ma Mere L'oye (Mother Goose Suite)	Edwin Kalmus
858	Sibelius	Jean	Rakastava	Edwin Kalmus
857	Weber	C.M. von	Andante and Rondon Ungarese	Edwin Kalmus
855	Tchaikovsky		Symphony No.1	Edwin Kalmus
856	Mozart	W.A.	Requiem	Barenreiter
854	Puccini	Giacomo	Menuetto No.2 in A	Edwin Kalmus
873	Rossini	Gioacchino	La Cenerentola Overture	Edwin Kalmus
872	Moss arr.		Medley from Aladdin	Hal Leonard
870	Rachmaninoff	Sergei	Capriccio Bohemien	Edwin Kalmus
871	Lennon/McCartney		Remembering the Beatles	Hal Leonard
869	Corelli	Arcangelo	Concerto Grosso (Christmas Concerto)	Edwin Kalmus
868	Stravinsky	Igor	Suite No.1	Edwin Kalmus
867	Sarasate	Pablo de	Carmen Fantasie (Violin)	Edwin Kalmus
866	Chase arr.	Bruce	The Muppet Medley	Hal Leonard
865	Arriaga	Juan Crisostomo	Symphony in D+	Edwin Kalmus
864	Nielsen	Carl	Little Suite for Strings	Edwin Kalmus
863	Elgar	Edward	Salut D'Amour (Love's Greeting)	Edwin Kalmus
880	Sullivan	Arthur	Mikado: Behold the Lord High Executioner	Edwin Kalmus
879	Sullivan	Arthur	The Gondoliers: Enterprise of a Martial Kind	Edwin Kalmus
877	Sullivan	Arthur	H.M.S. Pinafore: The Hours Creep on Apace	Edwin Kalmus
876	Sullivan	Arthur	The Gondoliers: We're Called Gondolieri	Edwin Kalmus
875	Sullivan	Arthur	The Gondoliers: Take A Pair of Sparkling Eyes	Edwin Kalmus
874	Sullivan	Arthur	Pirates of Penzance	Edwin Kalmus
894	Bizet	Georges	Carmen: Toreador Song "Votre Toast, Je Peux le Rendre"	Edwin Kalmus
893	Verdi	Giuseppe	Un Ballo in Maschera: Morro, Ma Prima in Grazia	Edwin Kalmus

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892	Bizet	Georges	Carmen: Scene and Habanera "L'amour est un Oiseau Rebella"	Edwin Kalmus
891	Offenbach	Jacques	Tales of Hoffman: Malheureux! Tu ne Comprends	Edwin Kalmus
890	Sullivan	Arthur	The Gondoliers: Thank You Gallant Gondolieri	Edwin Kalmus
889	Sullivan	Arthur	The Gondoliers: Buon'Giorno Signorine	Edwin Kalmus
888	Sullivan	Arthur	The Gondoliers: For the Merriest Fellows are We	Edwin Kalmus
887	Sullivan	Arthur	The Gondoliers: List and Learn	Edwin Kalmus
886	Haydn	F.J.	Symphony No.47	Doblinger
885	Sullivan	Arthur	Mikado: Ther is a Beauty in the Bellow of the Blast	Edwin Kalmus
884	Sullivan	Arthur	Mikado: Braid the Raven Hair	Edwin Kalmus
883	Sullivan	Arthur	H.M.S. Pinafore: My Gallant Crew	Edwin Kalmus
882	Sullivan	Arthur	Mikado: For He's Gone and Married Yum-Yum	Edwin Kalmus
881	Sullivan	Arthur	Mikado: The Sun Whose Rays	Edwin Kalmus
911	Massenet	Jules	Valse Tres Lente	Edwin Kalmus
910	Corelli	Arcangelo	Concerto Grosso in D	Edwin Kalmus
909	RosenHaus arr.		Robin Hood Prince of Theives: Main Titles	Warner bros.
902	Mancini	Henry	Moon River (Breakfast at Tiffany's)	Famous Music
902	Gold arr.		Sounds From Hollywood	Belwin
899	Hamel		Paraphrases	None
897	Verdi	Giuseppe	Aida: Scene and Duet	Edwin Kalmus
896	Verdi	Giuseppe	Un Ballo In Maschera: Eri Tu	Edwin Kalmus
895	Offenbach	Jacques	The Tales of Hoffmann; Romance- Elle a fui la touterelle	Edwin Kalmus
916	Mancini	Henry	Memories	Famous Music
915	Roussel	Albert	Spiders Feast (Symphonic Fragments)	Edwin Kalmus
914	Berlioz	Hector	Overture to Rob Roy	Edwin Kalmus

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913	Mozart	W.A.	Serenade No.11	Edwin Kalmus
912	Bloch	Ernest	Concerto Grosso No.1	Broud Brothers
926	Donizetti	Gaetano	Elixir of Love: Una Furtiva Lagrima	Luck's
925	Verdi	Giuseppe	La Traviata: Brindisi (Drinking Song)	Luck's
924	Sullivan	Arthur	Patience: Prithee Pretty Maiden	Edwin Kalmus
923	Washington & Harline		Stella by Starlight	Famous Music
922	Grey	Jerry	A String of Pearls	None
921	Leigh		Witchcraft	Famous Music
920	Livingston and Evans		Mona Lisa	Famous Music
919	Montgomery arr.		A Tribute to Guy Lombardo	None
918	Brennan arr.		It's Now or Never	None
917	Brennan arr.		Little Sister	None
940	Bach	Wilhelm Friedman	Dies Ist Der Tag (Sinfonia und Kantate)	Hanssler Edition
939	Bach	J.S.	Sinfonia in D from Cantata #42	Schott
938	Bach	J.C.	Sinfonia	C.F.Peters
937	Bach	J.C.	Sinfonia for Double Orchestra	Edwin Kalmus
936	Bach	J.S.	Sinfonia in G-	Breitkopf and Hartel
935	Butterworth	Arthur	Banks of Greewillow	Luck's
934	Williams	John	Jurassic Park Highlights	Hal Leonard
933	Wood	Henry	Fantasia on British Sea Songs	Chappell & Co.
932	Mozart	W.A.	Piano Concerto No.13	Edwin Kalmus
931	Gordon Arr.		Fitzwilliam Suite	Edwin Kalmus
930	Williams	Charles	Dream of Olwen (Piano)	Edwin Kalmus
929	Biber	H.I.F.	Battalia	Doblinger
928	Mendelssohn	Felix	Overture to Son and Stranger	Edwin Kalmus
927	Bach	J.S.	Piano Concerto No.5 in F- (Harpsichord)	Edwin Kalmus
949	Delibes	Leo	Sylvia Ballet Suite	Edwi Kalmus
948	Delibes	Leo	Le Roi S'Amuse: Airs De Danse	Edwin Kalmus
947	Castelnuovo-Tedesco	Mario	Concerto for Guitar in D	Schott
946	Boccherini	Luigi	Sinfonia No.6	Doblinger

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945	Berlioz	Hector	Requiem (Grande Messe De Mortes)	Edwin Kalmus
944	Berlioz	Hector	Overture to Corsair	Edwin Kalmus
943	Beethoven	Ludwig van	Triumphal March from Tarpeja	Reprint: Breitkopf and Hartel
942	Bach	J.S.	Jesu Joy of Man's Desiring	Luck's
941	Beethoven	Ludwig van	Christ on the Mount of Olives: Hallelujah Chorous	Luck's
958	Custer arr.		The Lion King: Selections	Hal Leonard
957	Mussorgsky	Modest	Khovanchtchina Introduction	Edwin Kalmus
956	Liszt	Franz	Mephisto Waltz	Edwin Kalmus
955	Kabalevsky	Dmitri	Concerto for Violin	Edwin Kalmus
954	Grieg	Edvard	Norwegian Bridal Procession	Edwin Kalmus
953	Glazunov	Alexander	Violin Concerto	Edwin Kalmus
952	Ginastera	Alberto	Variaciones Concertantes	Boosey and Hawkes
951	Fauré	Gabriel	Masques et Beramasque	Luck's
950	Dvorak	Antonin	Romance in F- for violin	Edwin Kalmus
959	Lully	J.B.	Overture to Le Bourgeois Gentilhomme	Edwin Kalmus
960	Manfredini		Christmas Concerto	Scott/Edwin Kalmus
961	Mozart	W.A.	Symphony No.21 in A	Edwin Kalmus
962	Mozart	W.A.	Andante for Flute in C+	Edwin Kalmus
963	Mozart	W.A.	Ballet Music from Idomeno	Edwin Kalmus
964	Mozart	W.A.	Overture to Bastien and Bastienne	Reprint: Breitkopf and Härtel
965	Mozart	W.A.	Overture to La Finta Giardiniera	Luck's
966	Mozart	W.A.	Marriage of Figaro: Non So Piu Cosa Son, Cosa Faccio	Luck's
967	Grieg	Edvard	Peer Gynt Suite No.2	Edwin Kalmus
968	Handel	G.F.	Concerto Grosso "Alexanderfest"	Eulenberg
974	Herman	Jerry	La Cage Aux Folles: Selections	Hal Leonard
973	Haydn	F.J.	Symphony No.102 in Bb (London)	Edwin Kalmus

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972	Haydn	F.J.	Symphony No. 99	Haydn-Mozart Press
970	Arlen	Harold	The Wizard of Oz: Medley	Warner Bros.
971	Haydn	F.J.	Symphony No. 59	Haydn-Mozart Press
969	Handel	G.F.	Music for the Royal Fireworks	Barenreiter
977	Paganini	Niccolo	I Palpiti (Violin)	Schirmer
978	Prokofiev	Serge	Sinfonietta	Edwin Kalmus
979	Rachmaninoff	Sergei	Vocalise	Edwin Kalmus
980	Rameau	Jean Philippe	Suite No.2 form Hippolyte et Aricie	Reprint: A. Durand & Fils (Paris)
981	Rebel	Jean F.	Les Elements	Salabert Paris
982	Rodrigo	F.	Dos Berceuses	Edwin Kalmus
983	Romberg	Sigmund	Maytime: Sweetheart (Will You Remember)	G. Schirmer
984	Saint-Saens	Camille	Allegro Appassionato (Cello)	Reprint: A. Durand & Fils (Paris)
985	Satie	Erik	Gymnopedies Nos. 1 & 2 (Originally 3 & 1)	Reprint: E. Baudaux (Paris)
986	Schonberg	C.- M.	Les Miserables: Selections	Hal Leonard
987	Schumann	Robert	Symphony No.1	Edwin Kalmus
988	Stravinsky	Igor	Suite No.2 for small orchestra	Edwin Kalmus
990	Sullivan	Arthur	Mikado: Were You Not to Koko Plighted?	Edwin Kalmus
991	Sullivan	Arthur	Mikado: Willow Tit Willow	Edwin Kalmus
992	Svendsen	Johan	Romance in C	Edwin Kalmus
993	Thomas		Overture to Mignon	Reprint: Heugal & Cie. (Au Menestrel) (Paris)
994	Thomas		Overture to Raymonda	Edwin Kalmus
995	Tchaikovsky		Symphony No.2 in C-	Edwin Kalmus
996	Yon	Pietro A.	Gesu Bambino in F	Edwin Kalmus
997	Herbert	Victor	Ah, Sweet Mystery of Life	Edwin Kalmus
999	Vivaldi	Antonio	Gloria in D	Partitur
1000	Walton	William	Crown Imperial Coronation March 1937	Oxford University Press
1001	Wilhousky Arr.	Peter J.	Battle Hymn of the Republic	Carl Fischer
1002	Webber		Jesus Christ Superstar: Highlights	None
1003	Handel	G.F.	Overture to Ottone	Edwin Kalmus
1004	Jackson arr.		Fox Fanfare and 2001 A Space Odysy	None

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1005	Mozart	W.A.	Concerto for 2 Pianos in Eb No.10	Edwin Kalmus
1006	Vorisek	Jan	Sinfonia in D	Edwin Kalmus
1007	Elgar	Edward	Cello Concerto in E-	Edwin Kalmus
1008	Coates	Eric	Calling all Workers	Chappell
1025	Dvorak	Antonin	Serenade In D-	International Music Co
1024	Beethoven	Ludwig van	Octet in Eb	Musica Rara
1023	Gounod	C.F.	Petite Symphony	
1022	Ibert	J	Capriccio	Leduc
1021	Francaix	Jean	9 Pieces Caracteristiques	Schott
1020	Beethoven	Ludwig van	Sextet in Eb+	Hinrichsen
1019	Schubert	Franz	Octet in F-	Peters
1018	Boccherini	Luigi	Quintet No.1 for Guitar and Strings	Suvini Zerboni. Milano
1017	MacMillan	Ernest	Two Sketches	Oxford University Press
1016	Francaix	Jean	Divertissement (Bassoon)	B. Schott's Sohne. Mainz
1015	Gouvy		Petite Suite Gauloise	Universal Edition
1014	D'indy	Vincent	Chanson et Danses	Reprint: A. Durand & Fils (Paris)
1013	Forsyth	Malcolm	Fanfare and Three Masquerades	Kerby
1012	Strauss	Richard	Serenade	Edwin Kalmus
1011	Mozart	W.A.	Serenade No.12	Breitkopf and Hartel
1010	Silver		The Twelve Days After Christmas	Capella Music
1009	Stravinsky	Igor	Octet	Boosey and Hawkes
1008	Jacob	Gordon	Old Wine in New Bottles	Oxford University Press
1035	Dukas	Paul	La peri: Fanfare	Durand
1034	Tchaikovsky		1812 Overture (Band)	Carl Fischer
1033	Copland	Aaron	Fanfare for the Common Man	Boosey and Hawkes
1032	Gabrielli	Giovanni	Sonata Pian'e Forte	Robert King
1031	Schutz		Psalm 100 (Choir and Brass)	Gordon V. Thompson Ltd.
1030	Holborne	Anthony	Three Pieces	Chamber Music Library
1029	Bliss		Fanfare for the Lord Mayor of London	Robert King
1028	Eckhardt	S.C.	Fanfare	None
1027	Applebaum		Three Straightforward Fanfares	Northdale
1026	Widor		Salvum Fac Populum Tuum	Heugel and Co.

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1039	Ka Nin	Chan	Revelation	None
1038	Koprowski		Concerto for Basson	None
1037	Falla	Manuel de	Le Tricorne	Schirmer
1036	Prokofiev	Serge	Troisieme Concerto (Piano)	Breitkopf and Hartel
1055	Morris arr.		The Unforgettable Nat Cole	None
1054	Rossini	Gioacchino	Overture to La Cambiale Di Matrimonio	Edwin Kalmus
1053	Weber	C.M. von	Symphony No.2 in C	Edwin Kalmus
1052	Verdi	Giuseppe	Macbeth : Coro Di Profughi Scozzesi (Patria opressa)	Edwin Kalmus
1051	Saint-Saens	Camille	Bacchanale From Samson & Delilah	Belwin Mills
1050	Handel	G.F.	Concerto Grosso	Barenreiter
1049	Beethoven	Ludwig van	Fidelio: Sweiter Akt - Gott, Welche Dunkelheit	Edwin Kalmus
1048	Delibes	Leo	Lakme: Sous Le Dome Epais	Edwin Kalmus
1047	Mendelssohn	Felix	Sinfonia 10 in B-	
1046	Prokofiev	Serge	Overture on Jewish Themes	Edwin Kalmus
1045	Chase arr.	Bruce	Christmas Favorites	Hal Leonard
1044	Bottesini	Giovani	Elegia (Bass Solo)	None
1043	Bottesini	Giovani	Allegro Di Concerto Alla Medelssohn (Bas Solo)	None
1042	Puccini	Giacomo	Nessun Dorma (Turandot)	Unknown
1041	Mozart	W.A.	Symphony No.1	Edwin Kalmus
1040	Verdi	Giuseppe	Il TrovatoreL Coro Di Zingari (Anvil Chorus)	Edwin Kalmus
1081	Mozart	W.A.	Symphony No.35	Barenreiter
1080	Martin Arr.	Sig	Any Dream Will Do	None
1079	Martin Arr.	Sig	What a Wonderful World	None
1078	Dvorak	Antonin	Serenade for Strings	Partitur
1077	Gossec	F.J.	Wehnachtssuite	Vieweg
1076	Brooks	Mel	The Producers: Selections	Hal Leonard
1075	Wagner		Lohengrin: Procession to the Cathedral	Edwin Kalmus
1073	Sayre Arr.		Broadway Showstoppers	Hal Leonard

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1072	Handel	G.F.	Concerto grosso in D	Barenreiter
1071	DeCurtis	Ernesto	Come Back to Sorento	Luck's
1070	Denza	Luigi	Funiculi Funicula	Edwin Klamus
1069	Di Capua	Eduardo	O Sole Mio in G+	Luck's
1068	Mozart	W.A.	Six German Dances	Edwin Kalmus
1067	Ortolani and Olivero		Mondo Cane: More	Hal Leonard?
1066	Purcell	Henry	The Gordian Knot Untied (Suite No.2)	Edwin Kalmus
1065	Purcell	Henry	The Gordian Knot Untied (Suite No.1)	Edwin Kalmus
1064	Dvorak	Antonin	Legends Nos. 6-10	Edwin Kalmus
1063	Dvorak	Antonin	Legends Nos. 1-5	Edwin Kalmus
1062	Ricketts arr.		Satchmo! (A Tribute to Louis Armstrong)	Hal Leonard
1061	Jessel	Leon	Parade of the Wooden Soldiers	Edwin Kalmus
1060	Elgar	Edward	Chanson De Nuit	Edwin Kalmus
1059	Finzi	Gerald	A Severn Rhapsody	Luck's
1058	Lalo	Edouard	Namouna: Valse De La Cigarette	Luck's
1057	Grofe	Ferde	Grand Canyon Suite: On the Trail	Robbins Music Corp.
1056	Sullivan	Arthur	Pinapple Poll Suite	Chappel and Co.
1116	Yradier	S	La Paloma	J.R. Lafleur & Sons
1114	Sanford arr.	Harold	Yankee Doodle	Broadcast Music
1115	Raph arr.		Santa Lucia	Broadcast Music
1113	Mills	Kerry	Red Wing (One Step)	Robbins-Engel Inc
1112	Suk	Josef	Chanson D'amour	Schirmer
1111	Kern	Jerome	Showboat: Old Man River	T.B. Harms
1110	Fernandez	C.	Cielito Lindo	Broadcast Music
1109	Sissan Arr.		La Cucarcha	Broadcast Music
1108	Kern	Jerome	Sunny Selection	T.B. Harms
1107	Rodriguez	Mathos	La Cumparsita	1107
1106	Vivaldi	Antonio	Concerto in B- for Strings	Oxford University Press
1105	Dela Arr.	Maurice	Dans Tous Les Cantons	none
1104	Ponce	Manuel	Estrellita (Star of Love)	Boosey & Hawkes
1103	Haydn	F.J.	Toy Symphony	Carl Fischer
1102	Gold arr.		Boston Pops March	Edwin Klamus
1101	Chase arr.	Bruce	Broadway Tonight	Hal Leonard
30	Beethoven	Ludwig van	Symphony No.5	Barenreiter

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1099			Once in Royal David's City	Non
1098			Jesus, Thou Joy of Loving Hearts	Alpha Music
1097			Oh Worship the King	Alpha Music
1096	Wiebe arr.	Peter	Stille Nacht	none
1095	Gluck	Christoph	Orpheus: Dance of the Furies	Reprint: C. F. Peters (Leipzig)
1094	Hindemith	Paul	Spielmusik	Schott
1093	Spohr	Louis	Violin Concerto No.8 in A-	Reprint: Breitkopf and Härtel
1092	Foote	Arthur	Suite in E Major	Luck's
1091	Pfizner	Hans	Das Christ-Elflein (The Christmas Elf)	Luck's
1090	Finzi	Gerald	Introit (Violin)	Luck's
1089	Franck	Cesar	8 Pieces Breve Part 1, 1-9	Luck's
1088	Franck	Cesar	8 Pieces Breve Part 2, 5-8	Reprint: Enoch & Cie (Paris)
1087	Custer arr.		A Salute to the Big Apple	Warner Bros
1086	Rheinberger	Josef	Organ Concerto in G- No.2	McAfee Music Corp.
1085	Davies	Victor	Fun For Four (String Quartet No.1)	Golden Toad Music
1084	Boccherini	Luigi	Sinfonia No.15	Doblinger
1083	Boyce	William	Symphony No.7	Doblinger
1082	Lalo	Edouard	Namouna: Ballet Suite No.1	Edwin Kalmus
1117	Anderson	Leroy	Plink, Plank, Plunk	Belwin Mills
1118	Arne	Thomas	Air and Gigue	Rawlinson
1119	Elgar	Edward	Serenade for Strings	Breitkopf and Hartel
1120	Fletcher	Percy E.	Folk Tune and Fiddle Dance	Boosey & Hawkes
1121	Corelli	Arcangelo	Concerto for Oboe and Strings	Boosey & Hawkes
1122	Handel	G.F.	Concerto for Harp and Strings	Musikschätze Vergangener Zeiten
1123	Corelli	Arcangelo	Concerto Grosso	C. F. Peters (Leipzig)
1124	Grieg	Edvard	Holmberg Suite	C.F. Peters
1125	Warlock		Capriol Suite	Curwen & Sons
1126	Bartok	Bela	Rumanian Folk Dances	Carl Fischer
1128	Grieg	Edvard	Two Pieces for Strings (Heart Wounds & Last Spring)	Reprint: C. F. Peters (Leipzig)
1129	Haydn	F.J.	Minuet	Associated Music

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1130	Bach	J.S.	Brandenburg Concerto No.2	Breitkopf and Hartel
1131	Cimarosa	Domenico	Oboe Concerto	Boosey & Hawkes
1132	Purcell	Henry	Suite for Strings	Oxford
1133	Barlow	Wayne	The Winter's Passed	Eastman School of Music
1134	Bach	J.S.	Brandenburg Concerto No.5	Barenreiter
1135	Bach	J.S.	Concerto for Two Violins in D	Breitkopf and Hartel
1136	Bach	J.S.	Air on the G String	Carl Fischer
1137	Elgar	Edward	Introduction and Allegro	Edwin Kalmus
1138	Bach	J.S.	Three Choral Preludes	Boosey & Hawkes
1139	Mozart	W.A.	Eine Kleine Nachtmusic	Breitkopf and Hartel
1140	Bach	J.S.	Sheep May Safely Graze	Oxford University press
1141	Mahler	Gustav	Adagietto from Symphony No.5	C.F.Peters
1142	Telemann		Concerto for Flute and Recorder in E-	Hortus Musicus
1143	Vivaldi	Antonio	Concerto for Violin No.22 "Spring"	Edizioni Ricordi
1144	Vivaldi	Antonio	Concerto in Fa Minore "Winter"	Edizioni Ricordi
1145	Vivaldi	Antonio	Concerto in C (Piccolo)	Edizioni Ricordi
1146	Wien	Dag	Serenade	Carl Gehrman's Musikforlag
1147	Vivaldi	Antonio	Concerto in Sol Minore "L'estate"	G. Ricordi
1148	Vivaldi	Antonio	Concerto in F No. 24 "Autumn"	Edizioni Ricordi
1149	Quantz	J.J.	Flute Concerto in G	Breitkopf and Hartel
1150	Bach	J.S.	Harpsichord Concerto No.1	Breitkopf and Hartel
1151	Villa-Lobos	Heitor	Bachianas Brasilieras No.5	Associated Music Publishers
1152	Mozart	W.A.	Complete Church Sonatas Vol.2	Barenreiter
1154	Tchaikovsky		Serenade for Strings	Breitkopf and Hartel
1153	Britten	Benjamin	Simple Symphony	Oxford University Press
1155	Bach	J.S.	Violin Concerto No.2	Breitkopf and Hartel
1156	Chopin	Frederic	Mazurka No.7	Reprint: Wilhelm Zimmerman (Leipzig)
1157	Tchaikovsky		Andante Cantabile	Carl Fischer

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1159	Mozart	W.A.	Ave Verum Corpus	Edwin Kalmus
1160	Haydn	F.J.	Serenade	oosey & Hawkes
1161	Tchaikovsky		Andante	Edwin Kalmus
1162	Handel	G.F.	Concerto Grosso Op.6 No.4	C.F. Peters
1163	Handel	G.F.	Organ Concerto No.10	Schott
1164	Bach	J.S.	Triple Harpsichord Concerto	Breitkopf and Hartel
1165	Boccherini	Luigi	Menuet	Edwin Kalmus
1166	Handel	G.F.	Concerto Grosso	C.F. Peters
1167	Vivaldi	Antonio	Concerto Grosso In D-	Edizioni Ricordi
1168	Pachelbel	Johann	Canon (Strings)	Schott
1169	Handel	G.F.	Concerto Grosso Op.6 No.8	C.F. Peters
1170	Vivaldi	Antonio	Concerto in La Minore	Edizioni Ricordi
1171	Mozart	W.A.	Don Giovanni: Deh; Vieni Alle Finestra	Luck's
1172	Bach	J.C.	Cembalo Concerto	C.F. Peters
1173	Handel	G.F.	Overture to Alcina	Moseler Verlag Wolfenbuttel
1174	Barber	Samuel	Adagio for Strings	G. Schirmer
1175	Vivaldi	Antonio	Concerto in A-	Edizioni Ricordi
1176	Bach	J.S.	Piano Concerto	Breitkopf and Hartel
1177	Torelli		Trumpet Concerto	Musica Rara
1178	Marcello	Benedetto	Oboe Concerto	Rob. Forberg Musikverlag
1179	Marcello	Benedetto	Oboe Concerto arr.	G. Zanibon
1180	Haydn	F.J.	Salve Regina in Eb	Anton Bohm and Sohn
1181	Corelli	Arcangelo	La Follia	Schott
1182	Handel	G.F.	Concerto Grosso Op.6 No.12	C.F. Peters
1183	Somers	Harry	Little Suite for Strings	BMI Canada
1184	Schubert	Franz	Rondo in A for Violin	Breitkopf and Hartel
1185	Suk	Josef	Meditation on "Saint Wenceslas"	Edwin Kalmus
1186	Wolf-Ferrari		Serenade for Strings	Edwin Kalmus
1187	Vivaldi	Antonio	Concerto in C	None
1188	Vivaldi	Antonio	Concerto for Strings in G-	Tafelmusik
1189	Torelli		Concerto Grosso "Christmas"	C.F. Peters
1190	Telemann		Flute Concerto in C	Partitur

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1191	Stravinsky	Igor	Apollon-Musagete (Ballet in Two Tableaux)	Edwin Kalmus
1192	Holst	Gustav	Brook Green Suite	G. Schirmer
1193	Herbert	Victor	Serenade for Strings	Luck's
1194	Geminiani	F.	La Follia	Schott
1195	Berkeley	L.	Serenade for Strings	Edwin Kalmus
1196	Beethoven	Ludwig van	A Une Amie (Für Elise)	Edwin Kalmus
1197	Bach	J.S.	Concerto for Violin No.1 in A	Barenreiter
1198	Arensky	Anton	Variation on a Theme By Tchaikovsky	Edwin Kalmus
1199	Carmichael	Hoagy	Stardust	Edwin Kalmus
1200	Beethoven	Ludwig van	Symphony	Edwin Kalmus
1201	Strauss	Joh.Jr.	New Pizzicato Polka	Edwin Kalmus
1202	Torelli		Trumpet Concerto in D	Schott
1203	Tchaikovsky		Souvenir De Florence	International
1204	Bach	J.S.	Concerto for Harpsichord in G-	Breitkopf and Hartel
1205	Bach	J.C.F	Sinfonia in Bb	Moseler Verlag Wolfenbuttel
1206	Mozart	W.A.	Adagio and Fugue	Broude Brothers
1207	Bach	J.S.	Brandenburg Concerto No.6	Barenreiter
1208	Bach	J.S.	Brandenburg Concerto No.3	Barenreiter
1209	Borodin	Alexander	Nocturne	Boosey & Hawkes
1210	Debussy	Claude	Danses Sacrees et Profanes (Harp)	Edwin Kalmus
1211	Anderson	Leroy	Jazz Pizzicato	Belwin Mills
1212	Bach	J.S.	Fugue in G-	Belwin Mills
1213	Mozart	W.A.	3 Divertimenti	Edwin Kalmus
1214	Purcell	Henry	Chacony	Boosey & Hawkes
1215	Beethoven	Ludwig van	Grosse Fugue	Breitkopf and Härtel
1219	Ravel	Maurice	Daphnis and Chloe (Strings)	Edwin Kalmus
1218	Stravinsky	Igor	Petruschka	Edwin Kalmus
1217	Mendelssohn	Felix	Piano Concerto No.1 in G-	Luck's
46	Massenet	Jules	Thais: Meditation (Violin)	Edwin Kalmus
363	Anderson	Leroy	Bugler's Holiday (Trumpet)	Belwin Mills
714	Mozart	W.A.	Piano Concerto No.27 in Bb	Breitkopf and Hartel

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113	Haydn	F.J.	Piano Concerto in D (Harpichord)	C.F.Peters
1216	Mendelssohn	Felix	Sinfonia No.4 in C-	Edwin Kalmus
976	Mendelssohn	Felix	Sinfonia No.8 (Strings)	Edwin Kalmus
466	Bizet	Georges	Jeux de Eufants (Petite Suite D'Orchestra)	Edwin Kalmus
103	Grieg	Edvard	Peer Gynt Suite No.1	Edwin Kalmus
900	Ellington	Edward Kennedy "Duke"	Medley for Orchestra	Robbins Music
998	Vanhal	J.	Concerto for Two Bassoons	Unknown
241	Verdi	Giuseppe	Aida: Grand March	Sam Fox
148	Mendelssohn	Felix	Midsummer Nights Dream: Wedding March	Breitkopf and Hartel
684	Mendelssohn	Felix	Midsummer Nights Dream: Intermezzo	Edwin Kalmus
147	Mendelssohn	Felix	Midsummer Nights Dream: Nocturne	Breitkopf and Hartel
209	Shostakovich	Dmitri	Symphony No.5	Luck's
19	Beethoven	Ludwig van	Egmont Overture	Breitkopf and Hartel
441	Mendelssohn	Felix	Midsummer Nights Dream: Overture	Breitkopf and Hartel
146	Mendelssohn	Felix	Scherzo	Breitkopf and Hartel
Mx-1	Somers	Harry	The Piasso Suite (Sc)	Ricordi-Toronto
Mx-2	Bruch	Max	Violin Concerto No.1 (Sc)	Durand
Mx-3	Camilleri	Charles	Andante Relgioso	Cramer
Mx-5	Walton	William	Façade (Sc)	Oxford University Press
Mx-6	Vivaldi	Antonio	Concerto in Bb (Sc)	Edizioni Ricordi
Mx-7	Ridout	Godfrey	Music for a Young Prince (Sc)	CMC
Mx-8	Respighi	Ottorino	Antiche Danze Ed Arie (Sc)	Ricordi
Mx-9	Beethoven	Ludwig van	Jenaer Symphonie (Sc)	Brietkopf and Hartel
Mx-10	Colgrass	Michael	As Quiet As (Sc)	MCA Music
Mx-11	Mozart	W.A.	Oboe Concerto (Sc)	Boosey & Hawkes
Mx-12	Bartok	Bela	Concerto for Orchestra (Sc)	Boosey & Hawkes
Mx-13	Mckay	Neil	Fantasy on a Quiet Theme (Sc)	Chapman and Hewett
Mx-14	Strauss	Richard	Oboe Concerto (Sc)	Boosey & Hawkes
Mx-15	Mendelssohn	Felix	Symphony No.3 (Sc)	Boosey & Hawkes
Mx-16	Mussorgsky	Modest	Pictures at an Exhibition (Sc)	Boosey & Hawkes

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
Mx-17	Fiocco	Joseph	Allegro (violin) (Sc)	Lpi
Mx-19	Somers	Harry	Suite for Harp and Chamber Orchestra (Sc)	BMI
Mx-20	Freedman		Images (sc)	Berandol
Mx-21	Weinzweig	John	Symphonic Ode (Sc)	Leeds Music
MX-22	Cornelius	Peter	Overture to Der Barbier Von Bagdad (Sc)	Ernst Eulenburg
MX-23	Takacs	Jeno	Miniatures (Sc)	Leeds Music
Mx-24	Dvorak	Antonin	Scherzo Capriccioso (Sc)	Partitura
Mx-25	Bush	Geoffrey	Yorick (Sc)	Galaxy Music
Mx-26	Vivaldi	Antonio	Violin Concerto in A- (Sc)	Ernst Eulenburg
Mx-28	Webern	Anton	Symphonie (Sc)	Philharmonia
Mx-30	Bartok	Bela	Music for Strings Percussion and Celesta (Sc)	Boosey & Hawkes
Mx-31	Stravinsky	Igor	The Rite of Spring (Sc)	Boosey & Hawkes
Mx-32	Ravel	Maurice	Bolero (Sc)	Editions Durand
Mx-33	Debussy	Claude	Petite Suite (Sc)	Editions Durand
Mx-38	Ravel	Maurice	Daphnis and Chloe Suite No.2 (Sc)	Editions Durand
Mx-34	Ravel	Maurice	Le Tombeau De Couperin (Sc)	Editions Durand
Mx-35	Strauss	Richard	Concertino for Clarinet and Bassoon (Sc)	Boosey & Hawkes
Mx-37	Haydn	F.J.	Symphony No.57	Philharmonia
Mx-39	Willan	Healey	Overture to an Unwriten Comedy (Sc)	Berandol
Mx-27	Stravinsky	Igor	Pulcinella Suite (Sc)	Boosey & Hawkes
Mx-18	Bruckner	Anton	Symphony No.4 (Sc)	Musikwissenschaftlicher Verlag
Mx-40	Varese		Octandre (Sc)	Colfranc Music
Mx-41	Morawetz	Oskar	Overture to a Fairy Tale (Sc)	Boosey & Hawkes
Mx-38	Bach	J.S.	Fuga (Sc)	Universal
Mx-45	Thiele	Siegfried	Ubungen im VerwandelN (Sc)	Broude Bros
Mx-46	Wolschina	Reinhard	Three Dialoge Fur Horn (Sc)	Broude Bros
Mx-47	Anhalt	Istvan	Symphony (Sc)	BMI Canada
Mx-48	Nicolai	Otto	The Merry Wives of Windsor (Sc)	Boosey & Hawkes
Mx-50	Rogers	Bernard	Pastorale Mistico (Sc)	Columbia University

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
Mx-49	Bergsma	William	A Carol on Twelfth Night (Sc)	Galaxy
Mx-51	Davidovsky	Mario	Synchronisms No.5 (Sc)	Belwin Mills
Mx-52	Morawetz	Oskar	Divertimento for Strings (Sc)	Ricordi-Toronto
Mx-53	Mozart	W.A.	Mozart and Gluck Overtures (Sc)	Edward B. Marks
Mx-54	Talma	Louis	Toccata (Sc)	Carl Fischer
Mx-55	Bergsma	William	Paul Bunyan Suite (Sc)	Carl Fischer
Mx-56	Benjamin	Arthur	The Red River Jig (Sc)	Boosey & Hawkes
Mx-57	Harris	Roy	Melody (Sc)	Carl Fischer
Mx-58	Ward	Robert	Diveretimento (Sc)	Highgate Press
Mx-59	Bergsma	William	Cameleon Variations (Sc)	Galaxy
Mx-60	Robertson	Leroy	Passacaglia (Sc)	Galaxy
Mx-61	Ward	Robert	Euphony for Orchestra (Sc)	Highgate Press
Mx-66	Hetu	Jacques	Symphony No.3 (Sc)	Berandol
Mx-63	Mercure		Pantomime (Sc)	Ricordi
Mx-62	Ward	Robert	Symphony No.3 (Sc)	Highgate Press
Mx-70	Honegger	Arthur	Symphony No.4 (Sc)	Salabert
Mx-71	Hindemith	Paul	Der Rchwandreher (Sc)	Schott
Mx-72	Suolahti	Heikki	Sinfonia Piccola	Boosey & Hawkes
Mx-67	Falla	Manuel de	El Amor Brujo (Sc)	Chester Music
Mx-44	Matthus	Siegfried	Responso (Sc)	Broude Bros
Mx-42	Gershwin	George	An American in Paris (Sc)	Warner Bros
Mx-36	Rozsa		The Jungle Book (Sc)	Broude Bros
Mx-43	Copland	Aaron	Billy the Kid (Sc)	Boosey & Hawkes
Mx-68	Walton	William	Belshazzar's Feast (Sc)	Oxford
Mx-69	Falla	Manuel de	Three dances from The Three Cornered Hat (Sc)	Chester Music
Mx-73	Purcell	Henry	Chaconne (Sc)	Oxford University Press
Mx-74	Handel	G.F.	Judas Maccabaus (Sc)	Edwin Kalmus
Mx-75	Rachmaninoff	Sergei	Symphony No.2 (Sc)	Edwin Kalmus
Mx-76	Beethoven	Ludwig van	The Ruins of Athens (Sc)	Breitkopf and Hartel
Mx-77	Bartok	Bela	Divertimento (Sc)	Boosey & Hawkes
Mx-78	Paganini	Niccolo	Violin Concerto No.1(Sc)	Edwin Kalmus
Mx-79	Prokofiev	Serge	Symphony No.5 (Sc)	Edwin Kalmus

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Mx-80	Adaskin	Murray	Serenade Concertante (Sc)	Ricordi-Toronto
Mx-81	Ware	Peter	Tsankawi (Sc)	Acoma
Mx-82	Beecroft	Norma	Improvvisazioni Concertanti No.2 (Sc)	Leeds Music
Mx-83	Salieri	Antonio	Sinfonia in D (Sc)	Ricordi
Mx-84	Symonds	Norman	The Nameless Hour (Sc)	Leeds Music
Mx-85	Stravinsky	Igor	Eight Instrumental Miniatures (Sc)	Chester Music
Mx-86	Freedman		Tangents (Sc)	Leeds Music
Mx-87	Britten	Benjamin	Serenade (Sc)	Boosey & Hawkes
Mx-88	Stockhausen	Karlheinz	Zodiac (Sc)	None
Mx-89			Auld Lang Syne (Sc)	None
Mx-90	Torok	Alan	Concerto for Guitar Duo (Sc)	None
Mx-91	Lowe	Greg	Electric Guitar Concerto (Sc)	None
Mx-92	Ibrahim	Rahidah	Music for Nay (Sc)	None
Mx-93	Buhr	Glenn	Akasha (Sky) (Sc)	Ghandharva
Mx-94	Ware	Peter	Ancient Evenings (Sc)	Acoma
Mx-95	Argenson	Poligny D'	March (Sc)	None
Mx-96	Mozart	W.A.	La Clemenza Di Tito Recit (Sc)	None
Mx-97	Lanza	Alcides	Bour-Drones Sc)	Shelan
Mx-98	Britten	Benjamin	Lets make an Opera (Sc)	Boosey & Hawkes
Mx-99	Scriabin	Alexander	Scriabin Settings (Sc)	Cunmar
Mx-100	Thorne	Nicholas	Chaconne: Passion of the Heart (Sc)	Margun
Mx-101	Champagne	Claude	Danse Villageoise (Sc)	BMI Canada
Mx-102	Aitken	Robert	Spiral (Sc)	CMC
Mx-103	Adaskin	Murray	Saskatchewan Legend (Sc)	CMC
Mx-104	Pepin	Clermont	Ronde Villageoise (Sc)	None
Mx-105	Pepin	Clermont	Guernica (Sc) Poeme Symphonic	CMC
Mx-106	Pepin	Clermont	Adagio Pour Cordes (Sc)	Non
Mx-107	Papineau-Courtire	Jean	Piece Concertante No.1 (Sc)	BMI Canada
Mx-108	Papineau-Courtire	Jean	Concerto for Violin (Sc)	BMI Canada
Mx-109	Paisiello	Giovanni	Concerto No.VI (Sc)	Theodor Pressur
Mx-110	Morawetz	Oskar	Psalm for String Orchestra (Sc)	CMC

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Mx-111	Morawetz	Oskar	Memorial to Martin Luther King (Sc)	Aeneas Music
Mx-112	Morawetz	Oskar	From the Diary of Anne Frank (Sc)	None
Mx-113	Morawetz	Oskar	Divertimento for Strings (Sc)	Ricordi Toronto
Mx-114	Morawetz	Oskar	Dirge (Sc)	CMC
Mx-115	Morawetz	Oskar	Piano Concerto No.1 (Sc)	Leeds Music
Mx-116	Matton	Roger	L'Horoscope (Sc)	None
Mx-117	Matthews	Michael	Landscape (Sc)	None
Mx-118	Matthews	Michael	Between the Wings of the Earth (Sc)	CMC
Mx-119	Matton	Roger	Mouvement Symphonique IV (Sc)	Ricordi
Mx-120	Mather	Bruce	Musique Pour Rouen (Sc)	CMC
Mx-121	Mather	Bruce	Music For Vancouver (Sc)	CMC
Mx-122	MacDonald	Andrew P.	Eros (Sc)	None
Mx-123	Luedeke	Raymond	Shadow Music (Sc)	None
Mx-124	louie	Alexina	Songs of Paradise (Sc)	None
Mx-125	louie	Alexina	Music for a Celebration (Sc)	None
Mx-126	Lambro	Philip	Structures (Sc)	Wimbledon Music
Mx-127	Gellman	Steven	Overture for Ottawa (Sc)	CMC
Mx-128	Giron	A.	Chanson Of The Bells of Oseny (Sc)	None
Mx-129	Forsyth	Malcolm	Symphony No.2 (Sc)	CMC
Mx-130	Freedman		Klee Wyck (Sc)	CMC
Mx-131	Freedman		Images (Sc)	BMI
Mx-132	Forsyth	Malcolm	Concerto for Trumpet (Sc)	None
Mx-133	Fleming	Robert	Shadow on the Prairie (Sc)	CMC
Mx-134	Fleming	Robert	Ballet Introduction (Sc)	CMC
Mx-135	Ka Nin	Chan	Ecstasy (Sc)	None
Mx-136	Carastathis	Aris	Solstice I (Sc)	None
Mx-137	Carastathis	Aris	Solstice II (Sc)	None
Mx-138	Buczynski	Walter	Zeroing in No.2 (Sc)	CMC
Mx-139	Britten	Benjamin	Variations (Sc)	Boosey & Hawkes
Mx-140	Brandy	Timothy	Concertino (Sc)	None
Mx-141	Blake	Howard	Nursery Rhyme Overture (Sc)	Faber Music

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Mx-142	Blackburn	Maurice	Concertino (Sc)	CMC
Mx-143	Durr	Joannes Martin	Mein Haupt, es Beugt Sich Nie...(Sc)	None
Mx-144	Kenins	T.	Beatae Voces Tenebrae (Sc)	CMC
Mx-145	Johnston	Richard	Portraits (Sc)	CMC
Mx-146	Joachim	Otto	Concertante (Sc)	BMI Canada
Mx-147	Holt	Patricia	Legend of the North Woods (Sc)	None
Mx-148	Heard	Alan	Symphony No.2 (Sc)	None
Mx-149	Heard	Alan	Partita Barocca (Sc)	None
Mx-150	Grant	Stewart	Spring Came Dancing (Sc)	None
Mx-151	Glick	S.I.	Psalm for Orchestra (Sc)	CMC
Mx-152	Giron	A.	Three Ceremonies (Sc)	None
Mx-153	Hiscott	James	Four Pieces (Sc)	CMC
Mx-154	Koprowski		In Memoriam Karol Szymanowski (Sc)	CMC
Mx-155	Lambro	Philip	Miraflores (Sc)	Wimbledon Music
Mx-156	Lambro	Philip	Two Pictures (Percussion) (Sc)	Wimbledon
Mx-157	Hobson	Bruce	Three for Two Trumpets (Sc)	Equinox Music
Mx-158	Lauber	Anne	Piano Concerto (Sc)	None
Mx-218	Guerrero	Alberto	In Memoriam (Sc)	CMC
Mx-159	Willan	Healey	Concerto in C- (Sc)	BMI Canada
Mx-160	Weinzweig	John	Dummiyah (Sc)	CMC
Mx-161	Koprowski		Epitaph (Sc)	CMC
Mx-162	Giron	A.	Sinfonia No.2 (Sc)	None
Mx-163	Giron	A.	Nocturne No.1 (Sc)	None
Mx-164	Giron	A.	Essay (Sc)	None
Mx-165	Freedman		Third Symphony (Sc)	None
Mx-166	Bouchard	Linda	Ressac (Undertow) (Sc)	Musigraph
Mx-167	louie	Alexina	O Magnum (Sc)	None
Mx-168	Durr	Joannes Martin	Tympanon (Sc)	None
Mx-169	Dolin	Samuel	Symphony No.3 (Sc)	CMC
Mx-170	Cortes	Ramiro	Meditation (Sc)	Wimbledon
Mx-219	Webb	Johnny	Macarthur Park (Sc)	
Mx-171	Archer	Violet	Evocations (Sc)	None
Mx-172	Fiala	George	Overture Burlesque (Sc)	CMC

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Mx-173	Ferenc	Farkas	Three Pieces from Timon of Athens (Sc)	None
Mx-174	Eckhardt-Gramatte	S.C.	Concerto for Bassoon and Orchestra	CMC
Mx-175	Eckhardt-Gramatte	S.C.	Concerto for Cello (Sc)	None
Mx-176	Eatock	Colin	Meditation (Sc)	None
Mx-177	Barab	Seymour	Little Red Riding Hood (Sc)	Boosey & Hawkes
Mx-178	Williams	John	Star Wars Symphonic Suite (Sc)	Fox Fanfare
Mx-179	Bizet	Georges	Carmen (Sc)	Alkor-Edition
Mx-180	Beethoven	Ludwig van	Piano Sonata Pathetique (Sc)	G. Henle Verlag
Mx-181	Rutter arr.	John	Brother Heinrich's Christmas (Sc)	Boosey & Hawkes
Mx-182	Rutter arr.	John	The Wind in the Willows (Sc)	Boosey & Hawkes
Mx-183	Verdi	Giuseppe	La Traviata (Sc)	Edwin Kalmus
Mx-184	Ibrahim	Rashidah	Music for Nay (Sc)	UMI
Mx-185	Foote	Arthur	Suite in E+ (Sc)	Arthur Schmidt
Mx-186	Mahler	Gustav	Symphony No.8 (Sc)	Universal Edition
Mx-187	Lowe	Greg	Violin and Electric Guitar Concerto (Sc)	None
Mx-188	Hetu	Jacques	Trumpet Concerto (Sc)	Doberman
Mx-189	Khachaturian	Aram	Masquerade Suite (Sc)	Edwin Kalmus
Mx-190	Gillespie	Yvonne	Reflections of Nature (Sc)	None
Mx-191	Ryan	Jeffrey	The Art of Declension (Sc)	None
Mx-192	Weinzweig	John	Divertimento No.4 (Sc)	None
Mx-193	Wallace	William	Canticle II (Sc)	CMC
Mx-194	Twa	Andrew	Praries (Sc)	BMI Canada
Mx-194	Turner	Robert	Opening Night (Sc)	BMI Canada
Mx-196	Turner	Robert	Nocturne (Sc)	Brendol
Mx-197	Symonds	Norman	Pastel Blue (Sc)	None
Mx-198	Sexton	Brian R.	Three Sketches (Sc)	CMC
Mx-199	Somers	Harry	Scherzo for Strings (Sc)	Associated Music Publishers
Mx-200	Schafer	R. Murray	Partita for String Orchestra (Sc)	CMC
Mx-201	Schafer	R. Murray	In Memoriam Alberto Guerrero (Sc)	Arcana
Mx-202	Ridout	Godfrey	George III His Lament (Sc)	CMC

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Mx-203	Rae	Allan	Image for Orchestra (Sc)	CMC
Mx-204	Prevost	Andre	Scherzo (Sc)	CMC
Mx-205	Sammes	Mike	Why Not Buy and Extra Present (Sc)	Novello
Mx-206	Prevost	Andre	Hommage (Sc)	CMC
Mx-207	Peros	Nick	Northern Lights (Sc)	None
Mx-208	Mozart	W.A.	Divertimento No.1 (Sc)	
Mx-209	Schafer	R. Murray	Brebeuf (Sc)	Arcama
Mx-210	Matthus	Siegfried	Visionen (Sc)	Broude
Mx-212	Mannino	Franco	Nirvana (Sc)	Boccaccini & Spada
Mx-213	Mannino	Franco	Sinfonia IV (Sc)	Edizioni Curci Milano
Mx-211	Bales	Gerald	Music for an Occasion (Sc)	Randall Egan
Mx-214	Bales	Gerald	Jubilante Deo (Sc)	None
Mx-215	Bales	Gerald	Essay for Strings (Sc)	None
Mx-216	Luedeke	Raymond	Concereto for Violin (Sc)	None
Mx-217	Cowell Arr.	Johnny	La Virgen De La Macarena (Sc)	None
Mx-220	Cowell Arr.	Johnny	Movie Themes (Sc)	None
Mx-221	Vivier	Claude	Zipangu (Sc)	Doberman-Yppan
Mx-222	Zimmermann	Udo	Sinfonia come in grande lamento (Sc)	Broude
Mx-223	Whitehead	O.	The Heavens are Mine/ We Shall Be Changed (Sc)	None
Mx-224	Gillespie	Yvonne	Mirrored Maze (Sc)	None
Mx-225	Mozart	W.A.	Serenade No.7 (Sc)	Edwin Kalmus
Mx-226	Fauré	Gabriel	Requiem (Sc)	Hinshaw Music
Mx-227	Gruber	Hans	Mr. Frankenstein (Sc)	None
Mx-228	Levine		Tie a Yellow Ribbon (Sc)	
Mx-229	Kincaide		Do You Remember This One (Sc)	Pops Orchestra
Mx-230	Respighi	Ottorino	Gli Uccelli (Sc)	G. Ricordi
Mx-231	Barber	Samuel	Concerto for Violin and Orchestra (Sc)	G. Schirmer
Mx-232	Bass	Randol Alan	Gloria (Sc)	Pymouth Music
Mx233	Hanson	Robert	Pavillions (Sc)	None
Mx-234	Hetu	Jacques	Symphony No.3 (Sc)	
Mx-234	Hetu	Jacques	Symphony No.3 (Sc)	Brendol Music
Mx-235	Klein	Lathar	Music for Kids (Sc)	None
Mx-236	Ware	Peter	Kusawa (Sc)	Acoma

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Mx-237	Cable	H.	Heritage (Sc)	None
Mx-238	Handel	G.F.	Water Music (Sc)	Barenreiter
Mx-239	Mendelssohn	Felix	Concerto for Two Pianos in E (Sc)	DVFM
Mx-240	Mozart	W.A.	Requiem (Sc)	Barenreiter
Mx-241	Handel	G.F.	Messiah (Sc)	Barenreiter
Mx-242	Strauss	Richard	Rosenkavalier Suite (Sc)	Boosey & Hawkes
Mx-243	Bach	J.S.	Mass in B- (Cem)	Barenreiter
Mx-244	Mozart	W.A.	Serenade In D (Sc)	Breitkopf and Hartel
Mx-245	Tchaikovsky		Symphonies 1,2 and 3 (Sc)	Dover
Mx-246	Bach	J.S.	Mass in B- (Sc)	Barenreiter
Mx-247	Tchaikovsky		The Nutcracker Ballet (Sc)	Luck's
Mx-248	Handel	G.F.	Messiah (Sc)	Novello & Co.
Mx-249	Mendelssohn	Felix	Midsummer Night's Dream (Sc)	Edwin Kalmus
C-1	Vivaldi	Antonio	Gloria in D (Choral)	Carus-Verlag
C-2	Fauré	Gabriel	Pavane (Choral)	J. Hamelle
C-3	Finzi	Gerald	In Terra Pax (Choral)	Boosey & Hawkes
C-4	Brahms	Johannes	Rhapsodie (Choral)	Brietkopf
C-5	Haydn	F.J.	Third Mass (Choral)	G.Schirmer
C-6	Handel	G.F.	Messiah (Choral)	G.Schirmer/Barenreiter
C-7	Handel	G.F.	Coronation Anthem No.2: The King Shall Rejoyce (Choral)	Novello
C-8	Handel	G.F.	Coronation Anthem No.1: Zadok the Priest (Choral)	Novello
C-9	Haydn	F.J.	Salve Regina in Eb (Choral)	Musikverlag Doblinger
C-10	Bach	J.S.	O Jesu Christ, My Life and Light (Choral)	Breitkopf and Hartel
C-11	Handel	G.F.	Coronation Anthem No.3: My Heart is Inditing	Novello
C-12	Brahms	Johannes	Ein Deutesches Requiem (choral)	C.F. Peters
C-13	Holst	Gustav	Christmas Day (Choral)	Novello
C-14	Various		Pennysaver Christmas Songbook (Choral)	None
C-15	Elgar	Edward	Dream of Gerontius (Choral)	Novello
C-16	Mendelssohn	Felix	Elijah (Choral)	G. Schirmer

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
C-17	Mendelssohn	Felix	Midsummer Night's Dream (Choral (Choral))	Brietkopf and Hartel
C-18	Glick	S.I.	The Hour Has Come No.6 (Choral)	Warner Bros
C-19	Verdi	Giuseppe	La Traviata (Choral)	Edwin Kalmus
c-20	Bass	Randol Alan	A Feast of Carols (Choral)	Plymouth Music
C-21	Puccini	Giacomo	Messa Di Gloria (Choral)	Ricordi
C-22	Beethoven	Ludwig van	Fidelio (Choral)	Breitkopf and Hartel
C-23	Shaw		The Many Moods of Christmas Suite No.2 (Choral)	Lawson-Gould
C-24	Beethoven	Ludwig van	Symphony No.9 (Choral)	Brietkopf and Hartel
C-25	Lehar	Franz	The Merry Widow (Choral)	Chappel & Co.
C-26	Verdi	Giuseppe	Macbeth: Patria Oppressa (Choral)	Edwin Kalmus
C-27	Donizetti	Gaetano	L'elisir D'Amore (Choral)	Edwin Kalmus
C-28	Shaw		The Many Moods of Christmas Suite No.4 (Choral)	Warner Bros
C-29	Shaw		The Amny Moods of Christmas Suite No.1 (Choral)	Warner Bros
C-30	Verdi	Giuseppe	Rigoletto (Choral)	Edwin Kalmus
C-31	Bach	J.S.	Christmas Oratorio (Choral)	Brietkopf and Hartel
223	Strauss	Joh.Jr.	Thunder and Lightning Polka	Luck's
1220	Romberg	Sigmund	Romance	Harms
989	Stravinsky	Igor	Soldier's Tale	Kalmus
MX-250	Shostakovich	Dmitri	Symphony No.1 (Sc)	Lucks
1221	Dukas	Paul	Symphony in C	Edwin Kalmus
Mx-251	Mahler	Gustav	Symphonies 5 & 6 (Sc)	Dover
1222	Chase arr.	Bruce	Around the World at Christmas Time	Hal Leonard Music
1223	Mozart	W.A.	Three German Dances	Ed
1224	Ravel	Maurice	Le Tombeau de Couperin	Edwin Kalmus
Mx252	Holst	Gustav	The Planets (sc)	Curwen Edition
1225	Handel	G.F.	il Pastor Fido	
1226	Purcell	Henry	Suite from "The Fairy Queen"	

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1227	Vivaldi	Antonio	Concerto in Sol Minore	Ricordi
1228	Vivaldi	Antonio	Concerto for Stings In G Major	Tafelmusik
1229	Bach	J.S.	Cantata No. 35	Edwin kalmus
1230	Handel	G.F.	Let the Bright Seraphim from Samson	Luck's
1231	Shore	Howard	The Lord of the Rings (Fellowship of the Rings)	Warner Bros. Music
1232	Rachmaninoff	Sergei	Elegie	
1233	Bruch	Max	Romance for Viola and Orchestra	Edwin Kalmus
1234	Beethoven	Ludwig van	Symphony No.1	Barenriter
1235	Bach	J.S.	Cantata No.170	Breitkopf and Härtel
1236	Beethoven	Ludwig van	Piano Concerto No.3	G. Henle Verlag
1246	Bizet	Georges	Les tringles des sistres tintaient from Carmen	Edwin Kalmus
1245	Sousa	John Philip	Liberty Bell March	Luck's
1244	Dorado		Dorado and Father	
1243	Porter	Cole	So In Love from Kiss me Kate	
1242	Porter	Cole	Begin the Beguine	
1241	Smetana	Bedrich	Three Dances from the Bartered Bride	Edwin kalmus
1240	Suk	Josef	Toward a New Life	Edwin kalmus
1239	Guilmant	Alexandre	Symphony No.1	Edwin Kalmus
1238	Honegger	Arthur	Pastorale D'Ete	Edwin Kalmus
1237	Holst	Gustav	Brook Green Suite	G. Shirmer
1247	Muffat	G.	Propitia Sydera Concerto No.12	Musikverlag Doblinger
1248	Copland	Aaron	Four Dances from Rodeo	Boosey and Hawkes
1249	Telemann		Horn Concerto in D	N/A
1250	Heifetz	D	Hora Staccato	N/A
1251	Martin Arr.	Sig	Anitlia/Waltz	N/A
C-31	Verdi	Giuseppe	Il Trovatore	
1252	Albinoni	Tomaso	Adagio in Sol Minore	Ricordi
1253	Gold	Ernest	Exodus	Chappell
1254	Korngold	Erich	Much Ado About Nothing	Lucks
1255	Verdi	Giuseppe	I LOMBARDI: Pilgrims Chorus: O Signore, dal tetto natio - Coro di Crociati	Kalmus
1256	Handel	G.F.	Serse: Ombra ma fu	King's Music

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1257	Manfredini		Concerto con una o due Tromba, Archi e Cembalo	Kunzelmann
1258	Mozart	W.A.	Idomeneo: Ballet Music	Lucks/Barenreiter critical
1259	Monteverdi/Gluck		Orfeo with narration	OLC
1260	Anderson	Leroy	Forgotten Dreams	Kalmus
1261	Anderson	Leroy	Home Stretch	Kalmus
1262	Rimsky-Korsakov	Nikolai	Polonaise from the Christmas Eve Suite	Lucks
1263	Humperdinck	E	Sandman's Song/Evening Song and Dream Pantomime from Hansel and Gretel	Luck's Schott & Co. (Mainz)
1264	Fauré	Gabriel	Fantaisie for Flute and Orchestra	Kalmus J. Hammelle (Paris)
1265	Mozart	W.A.	Piano Concerto in C No. 25	Barenreiter
1266	Handel	G.F.	Concerto a due Cori: Judas Maccabeus	Kings Music
1267	Handel	G.F.	Suite from Alcina	ed. Ivars Taurins and Charlotte Neidiger
1268	Daniel	Omar	Forest City Prelude	
1269	Lehar	Franz	Yours is my heart alone - Dein ist mein Ganzes Herz	Schubert Music Publishing
1270	Lehar	Franz	Girls Were Made to Love and Kiss from Paganini	Glocken Verlag
1271	Verdi	Giuseppe	Pace, pace, mio dio from La Forza del Destino	Lucks
1272	Verdi	Giuseppe	Ella giammai m'amo! From Don Carlo	Lucks
1273	Verdi	Giuseppe	Il santo nome di dio Signore from La Forza del Destino	Lucks
1274	Verdi	Giuseppe	Stride la Vampa from Il Trovatore	Lucks
1275	Verdi	Giuseppe	Zitti, zitti moviamo vendetta from Rigoletto	Lucks
1276	Anderson	Leroy	Clarinet Candy	Woodbury Music
1277	Anderson	Leroy	Jazz Legato	Kalmus
1278	Anderson	Leroy	The First Day of Spring	Kalmus
1280	Gershwin	George	An American in Paris	
1281	Rameau	Jean Philippe	Suite from Dardanus	ed. Taurins/Neidigger
1282	Fauré	Gabriel	Dolly Suite	Kalmus
1283	Williams	John	Harry Potter Suite	Belwin/Warner
1284	Anderson	Leroy	Horse and Buggy	Kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1285	Anderson	Leroy	Summer Skies	Kalmus
1286	Handel	G.F.	Alcina: Sta nel Ircana	Kings Music
1287	Cavalli	Francesco	Canzona a 8	Kings Music
1288	Anderson	Leroy	The Phantom Regiment	Kalmus
1289	Sieczynski	Rudolf	Wien, Du Stadt Meiner Traume - Vienna, City of My Dreams	Kalmus
1290	Revueltas	Silvestre	Ocho por Radio	Peer Music
1291			Christmas Medley	Sharp Mountain Music
1292	Prokofiev	Serge	Quintet	Kalmus
1293	Verdi	Giuseppe	Simon Boccanegra: Il lacerato spirito	Lucks
1294	Handel	G.F.	Ariodante: Pena tirianna	Kings Music
1295	Vivaldi	Antonio	Concerto in D major	Riccordi
1296	Handel	G.F.	Ruggiero: Verdi prati	Kings Music
1297	Handel	G.F.	Rinaldo: Or la tromba	Kings Music
1298	Handel	G.F.	Flavio: Bel contento	Kings Music
1299	Handel	G.F.	Siroe: Son stanco	Kings Music
1300	Vivaldi	Antonio	Concerto in A major	ed Taurins/Neidigger
1301	Handel	G.F.	Rodrigo: Suite	ed. Taurins/Neidigger
1302	Vivaldi	Antonio	Concerto in E minor	ed. Taurins/Neidigger
1303	Scarlatti		Concerto No. 6 in D major	ed. Lanza/Dalton
1304	Puccini	Giacomo	Manon Lescaut: In Quelle trine morbide	Kalmus
1305	Puccini	Giacomo	GIANNI SCHICCHI: O Mio Babbino Caro	Lucks
1306	Lloyd Webber	Andrew	Selections from Cats	Hal Leonard
1307	Joplin	Scott	Medley from the Sting	MCA/Mills
1308	Gariepy	Joseph	A Vous Les Cloches	ed. Mitch Tyler
1309	Menken	Alan	Pocahontas: As the Beating Drum/Colors of the Wind	write on music
1310	Besig	Don	Flying Free	write on music
1311	John	Elton	The Lion King: Circle of Life	write on music
1312	Besig	Don	Take These Wings	Musical Endeavours
1313	Tchaikovsky		Nutcracker Suite	
MX-253	Gershwin	George	An American in Paris (Sc)	Classical Collection Inc
Mx-254	Daniel	Omar	Forest City Prelude (Sc)	

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
C-150	Menotti	G.-C.	Amahal and the Night Visitors (Choral)	Schirmer
C-151	Tchaikovsky		1812 Overture (Choral)	Schirmer
C-152	Verdi	Giuseppe	Rigoletto Complete (Choral)	Kalmus
1315	Debussy	Claude	Suite Bergamasque	Luck's reprint
1316	Rameau	Jean Philippe	Les Paladins Suite	Kings Music
1317	Vaughan Williams	Ralph	Fantasia on a Theme by Thomas Tallis	Kalmus
1314	Janacek	Leos	Sinfonietta	
1335	Fauré	Gabriel	Cantique de Jean Racine	
1318	Locatelli	Pietro	Concerto grosso	Musikverlag Doblinger
1319	Strauss	Joh.Jr.	The Gypsy Baron	Luck's
1320	Gounod	C.F.	Romeo and Juliet	Luck's
1321	Verdi	Giuseppe	Nabucco "Va, pensiero"	luck's
1322	Schreker	Franz	Kammersymphonie	Luck's
1323	Elfman	Danny	Spider-Man, Farewell	Hal Leonard Music
1324	Schifrin	Lalo	Mission:Impossible theme	Hal Leonard Music
1325	Webber		A Concert Celebration	Hal Leonard Music
1326	Mancini	Henry	Atribute to Henry Mancini	Warner Bros
1327	Bach	J.S.	Magnificat in D major	Barenreiter Editions
1328	Wagenaar	Johann	Cyrano de Bergerac	luck's
1329	Respighi	Ottorino	Lauda per la nativita del Signore	Corner Point
1330	Respighi	Ottorino	Trittico Botticelliano	Corner Point
1331	Handel	G.F.	serse	King's music
MX 255	Respighi	Ottorino	Lauda per la nativita del Signore	
MX 256	Respighi	Ottorino	Trittico Botticelliano	
1332	Purcell	Henry	Abdelazer, or the Moor's Revenge	Faber Music Limited
1333	Handel	G.F.	Rinaldo: Prelude & Cara sposa	King's Music Gmc
1334	Handel	G.F.	Watermusic air	
1336	Handel	G.F.	Wassermusik	
1337	Williams	John	Superman	
1338	Handel	G.F.	Ariodante "Scherza Infida"	
1339	Handel	G.F.	Ricardo "overture"	
1340	Handel	G.F.	Ariodante Suite Overture	

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1341	Handel	G.F.	Ariodante "Dopo Notte"	
1342	Handel	G.F.	Ariodante Suite Rondeau II	
1343	Handel	G.F.	Admeto Overture	
1344	Handel	G.F.	Admeto "Luci Care"	
1345	Handel	G.F.	Admeto Sinfonia	
1346	Handel	G.F.	Ariodante Suite Musette	
1347	Handel	G.F.	Admeto "Gelosia"	
1349	Handel	G.F.	Admeto "La Dove"	
1348	Handel	G.F.	Ricardo "Quel gelsomino"	
1350	Porter	Cole	Begin the Beguine	
1351	Loewe	Frederick	On the Street Where you Live	
1352	Loewe	Frederick	I Could Have Danced All Night	
1353	Novello	Ivor	My Life Belongs to You	
1354	Lehar	Franz	Einer wird kommen	Musical Endeavours
1355	Lehar	Franz	Romance Duet	Musical Endeavours
1356	Mozart	W.A.	Un'aura Amorosa /Cosi	
1357	Handel	G.F.	Acis and Galatea # 7 happy, happy we	
1358	Handel	G.F.	Acis and Galetea love in her eyes sits playing	
1359	Handel	G.F.	Acis and Galatea #6 as when the dove	
1360	Mozart	W.A.	Durch Zarlichkeit Die Entfuhrung aus dem Serail	
1361	Debussy	Claude	Golliwogg's Cake Walk	
1362	Charpentier	Marc Antoine	Te Deum	
1279	Anderson	Leroy	The Girl in Satin	Kalmus
1363	Sibelius	Jean	Symphony No.5	Lucks

SCHEDULE B

Occupancy Agreement for 15x15 feet space for \$50 per month paid by London Symphonia to store approx. 300 boxes of music on metal shelves

THIS **OCCUPANCY AGREEMENT** dated as of October 14, 2021 BETWEEN:

The Board of Trustees (the "Trustees") of Metropolitan United **Church**, located at 468 Wellington Street, London, Ontario, N6A 3P8 (hereinafter referred to sometimes as the "Church" or "Met United")

- and -

London Symphonia, a corporation without share capital governed by the laws of Ontario, located at 795 Dundas Street East, London, Ontario, N5W 2Z6 (the "Corporation")

WHEREAS any lands or premises used by a local congregation of The United Church of Canada are held and administered by the Trustees under the Trusts of Model Deed, as set out in the Manual of The United Church of Canada, Appendix A, and

WHEREAS the Trustees have facilities at the Church which they are willing to make available for the use of non-profit organizations for purposes compatible with ongoing Church activities, and

WHEREAS the Corporation has expressed an interest in continuing to use certain Church facilities (the "Premises") on the terms and conditions set out in this Agreement, and

WHEREAS both parties agree that it is mutually beneficial to have a full and complete understanding of the relationship and each other's roles in order to foster good relationships and to effectively place the best possible performances before the public;

Now therefore, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 Interpretation

1.01 Definitions

In this Agreement:

"Agreement" means this agreement and all schedules and appendices thereto;

"Arbitration" means the process of arbitration set out in article 13 hereof;

"Met United" means Metropolitan United Church;

"Church" means Metropolitan United Church;

"Met United's Liaison" means the person designated by the Trustees from time to time for the purpose of representing Met United in its relationship with the Corporation;

"Church Office" means the church office or such other entity as may be designated by the Trustees from time to time;

"Contribution" has the meaning given to that word in section 6.02 of this Agreement;

"Large Stage" has the meaning given to that phrase in section 7.03 of this Agreement;

"Offer" has the meaning given to that word in section 4.04 of this Agreement;

"Premises" includes the following:

- (i) "Non-Exclusive Use Premises" means the rooms at the Church building that are used from time to time by the Corporation in accordance with this Agreement including: the Sanctuary, the Great Room, the Vineyard, George Goth Hall, Met Hall, the parlour, Guest conference room, narthex, kitchen(s), and any other rooms that the parties may from time to time agree are included in this definition.
- (ii) "Exclusive Use Premises" means the music library room, and storage room adjacent to George Goth Hall, and any other rooms that the parties may from time to time agree are included in this definition.

"Sanctuary" means the sanctuary of the Church;

"Season" means a Corporation season running from July 1st of one year to June 30th of the following year;

"Space" has the meaning given to that word in section 4.01 of this

Agreement; "Term" has the meaning given to that word in section 3.01 of this

Agreement.

ARTICLE 2

Use of Premises

2.01 Use of the Premises. Met United agrees to grant use of the Premises to the Corporation for the term of this Agreement on the terms and conditions as set out herein for the purposes of music performance, education, recording, storage, outreach and related promotional activities. The Corporation may not sublicense any rights to use the Premises or assign this license or any individual license for any Space to any other person or entity, or otherwise grant the right to, or permit, any other person or entity to use or occupy or share the Space, or dispose of or part with or share the control or organization of the Premises.

ARTICLE 3

Term

3.01 Term of Agreement. This Agreement will be effective for a term of nine years and ten months commencing September 1, 2021 and ending on June 30, 2031 (the "Term"). The Term shall be comprised of an initial term commencing on September 1, 2021 and ending on June 30, 2026 (the "Initial Term") and a second term commencing on July 1, 2026 and ending on June 30, 2031 (the "Second Term").

The Corporation shall give notice in writing to the Trustees on or before October 31, 2025 if the Corporation does not wish to use both the Non-Exclusive Use Premises and the Exclusive Use Premises for the Second Term. If the Corporation does not give notice to the Trustees on or before October 31, 2025 that it does not wish to use the Non-Exclusive Use Premises and the Exclusive Use Premises then the terms of this Agreement shall continue until June 30, 2031. The Church may request a binding letter of intent or confirmation of renewal from the Corporation regarding the Corporation's intent for the Second Term, and if requested, this letter would be due on or before January 31, 2026. In the case of major building renovations undertaken jointly by the Church and the Corporation during the Term of this agreement, any necessary amendments to this Agreement must be mutually agreed upon in writing in accordance with article 14.02. If Met United needs to undertake renovations that will directly impact the ability of the Corporation to use the non-exclusive space as agreed upon by the Corporation and Met United, the

Corporation needs to be notified in writing before renovations take place to find an amenable solution before renovations may commence.

- 3.02 Extension.** The parties agree that the Corporation and the Trustees shall have the right to negotiate to further extend the Term of this Agreement for the Non-Exclusive Use Premises and the Exclusive Use Premises beyond the Second Term for further two year periods or such other periods as the parties may agree on the terms for such extensions from time to time. In order to exercise this right to negotiate, the Corporation shall give notice in writing to the Trustees on or before October 31st of the year prior to the year in which the then current Term of the Agreement ends that the Corporation wishes to extend the Agreement. The Parties shall meet and settle the amounts to be paid on account of the contribution to operating costs as set out in Article 6, other fees or charges to be paid and other matters related to the extension of the Agreement.

ARTICLE 4

Scheduling of Use of Non-Exclusive Use Premises

- 4.01** Each Season, the Corporation will reserve Non-Exclusive Use Space (referred to as "Space" in this Article 4) for all of the Corporation's self-presented orchestral programs for the following Season. Each program may consist of concerts on consecutive Friday, and Saturday nights and Sunday afternoon matinees and such other times as agreed upon by the parties hereto. Rehearsals will be booked to meet the needs of each orchestral program.
- 4.02** On or before October 31st of each year of the Term of this Agreement and any extensions, the Corporation will submit a Request for Space to the Church Office to tentatively reserve Space for use in accordance with a proposed concert schedule prepared by the Corporation for the Corporation's programs noted in article 4.01.
- 4.03** On or before October 31st of each year of this Agreement, the Corporation will submit a Request for Space to the Church Office to tentatively reserve Space for rehearsals. Using reasonable efforts, the Corporation will hold rehearsals at the Church corresponding to programs noted in article 4.01.
- 4.04** Using its reasonable efforts to accommodate the Request for Space requested by the Corporation, prior to November 15 in each year the Church Office will deliver in writing an Offer for Space Use (the "Offer") to the Corporation for the schedule of concerts. A separate Offer in writing will be delivered to the Corporation for the schedule of rehearsals. All Offers need approval by the Met United's Liaison, who shall place first priority on accommodating such requests of the Corporation after the Church Office has reserved all space for congregation use prior to November 15th for the following season.
- 4.05** Unless modified by the specific terms of this Agreement the Corporation agrees to abide by and cause its directors, officers, members, agents and invitees to comply with the general terms and conditions of the standard form called the "Metropolitan United Church Agreement for Space Use" used by the Church, as amended from time to time by the Church and attached hereto in its current form as Appendix B.
- 4.06** The Corporation may request changes to the Offers prior to the expiry date of the Offers (November 30th in the prior Season for concerts, and August 15th in the current season for rehearsals).
- 4.07** The Corporation will verify that the Offers correspond with the Request for Space.

- 4.08** The Corporation will confirm in writing acceptance of the Offers to the Church Office prior to the expiry dates of the Offers.
- 4.09** a) Following confirmation of the acceptance of the Offers any changes or additional requests for Space will be negotiated with the Church Office and be approved in writing by Met United's Liaison. The Church will use its reasonable efforts to make the Space available subject to availability, expiry periods, the Church's standard fee schedule and applicable discounts. The Church Office and Met United's Liaison shall place a high priority on accommodating such requests subject to the needs of the congregation.
- b) The Corporation may request in writing that the Church Office cancel or amend an accepted Offer for rehearsals by July 1st preceding the Season without administrative charges. The Church Office will provide an amended Offer by July 15th of the current Season, approved in writing by Met United's Liaison, and to be further amended if necessary, and confirmed in writing by the Corporation prior to the expiry date of the Offer (August 15th).
- 4.10** The Corporation shall have the right to occupy the sanctuary with staging during unbooked hours on rehearsal and concert days (excluding Sundays). The Corporation may utilize such unreserved time for preparations (e.g. instrument tuning, sound, stage sets, etc.) and/or rehearsal time for small groups provided:
- (i) the Church Office has not provided 30 days' advance written notice of booking such space for large bookings event use or necessary maintenance;
 - (ii) the Church Office will not require the stage to be dismantled for such events;
 - (iii) the Church Office may require items on the stage to be cleared, and if there are direct costs incurred by the Corporation in excess of \$50, adjustments in the rental rate will be made accordingly;
 - (iv) the Church will use reasonable efforts to schedule funerals on days other than concert days, failing which, if there are direct costs incurred by the Corporation in excess of \$50, adjustments in the rental rate will be made accordingly;
 - (v) the Church Office will make it a priority to redirect small bookings to days other than concert or rehearsal days;
 - (vi) if the Corporation books non-exclusive space for a minimum of 10 hours/day then the Corporation shall have exclusive use of the space for that day;
 - (vii) the Church Office retains the right to make small bookings during unreserved times that do not require strike activity including the Church Music Director's keyboard rehearsal time; and
 - (viii) changes to the rehearsal schedule are arranged and confirmed with the church office.
- 4.11** The Corporation will verify that the Offers correspond with the Corporation's schedule for rehearsals.
- 4.12** Space is not available on Good Friday, Easter Sunday, and Easter Monday or from Christmas Day to New Year's Day or such other times as may be specified from time to time by the Trustees prior to October 31st of the prior Season, unless prior written approval has been obtained from Met United's Liaison.

- 4.13** Any use of additional rooms of the Space, outside of the Sanctuary, must be pre-booked with the Church Office, with a minimum of 30 days' advance written notice.
- 4.14** The Corporation shall pay full charges for all cancelled Space, however, if 15 days' notice is given for Premises having in aggregate a charge over \$100 or 24 hours' notice is given for Premises having an aggregate charge under \$100, then the Corporation shall only pay 25% of full charges for the cancelled Space for which such notice is given, plus any applicable taxes.
- 4.15** The Church Office will use its reasonable efforts to accommodate the Corporation's requests for changes in the use of various rooms in the Space. The Corporation will use its reasonable efforts to accommodate the needs of the Church and other users of the Space as necessary. The Corporation and Trustees agree that increased charges will apply where a room proposed to be used entails higher rates and/or longer duration, and decreased charges will apply for lower rate rooms arranged by request of the Church Office.
- 4.16** The Corporation will request approval through the Church Office in advance of occasions where alcoholic beverages including wine, beer and spirits will be served in designated Non-Exclusive Use Premises and shall assume all responsibility and liability in respect of the serving and consumption of such alcoholic beverages. Without limiting the generality of the foregoing, the Corporation shall ensure that all consumers of alcohol are of legal drinking age (19 years of age), as defined by Ontario law, and shall comply with all applicable laws related to serving and selling alcohol. The Corporation will provide a copy of the Special Occasion Permit to the Church Office. It is the responsibility of the Corporation to obtain and pay for any required permits or other approvals required for any use of the space and to comply with all applicable laws, rules, regulations, requirements and ordinances of any federal, provincial, municipal or other governmental authority affecting the Church and the Corporation's use thereof, including those of any alcoholic beverage control board or board of fire underwriters, and the requirements of any insurance companies covering any of the risks against which the Church is insured. Custodial fees may apply as outlined in Schedule A.
- 4.17** The Corporation acknowledges and agrees that the Church may cancel use of Space by providing written notice to the Corporation in case of emergency or perceived emergency. The Corporation acknowledges and agrees that use of the Space shall be used by the Corporation and those for whom it is at law responsible at the Corporation's sole risk. The Corporation further confirms it has satisfied itself that the Space may be legally used for the purposes of the Corporation set out herein. The Corporation covenants to inspect the Space in each case prior to use and immediately notify the Church of any hazardous or dangerous conditions. The Church makes no representations or warranties with respect to the condition of the Space or property, or the fitness or suitability of the Space for use by the Corporation. The Corporation shall be solely responsible for making arrangements for parking and transportation and the Church has no obligation to provide parking or transportation except as previously arranged per event. During each use of the Space, the Corporation must appoint sufficient and appropriate personnel to be onsite at the Space at all times to diligently monitor and control the Corporation's activities as would a reasonably prudent event organizer. The Corporation will not interfere with, construct or otherwise block any fire, life, or safety exits, paths, or access points to the Space. The Corporation shall not conduct or permit any activity which is dangerous, noxious or offensive, or which might result in any increase of insurance premiums or the cancellation of any insurance maintained by the Church. The Corporation shall not bring in any heavy equipment which may damage the flooring or other facilities of the Church.

ARTICLE 5

Use of Exclusive Use Premises

- 5.01** Unless otherwise stated in the specific terms of this Agreement which takes precedence, the Corporation agrees to the "Letter of Agreement for Library and Storage Space Use (Exclusive Use)" attached hereto as Appendix C. The space referred to in that agreement is not to be used as office space for the Corporation. If at some future time the Corporation desires to make use of office space at Met United, the conditions and Contribution to Operating Costs will be as mutually agreed prior to commencing such use.
- 5.02** The Corporation has sole use of the Exclusive Use Premises in accordance with the Terms of this Agreement, subject to the right of Met United's Liaison or his/her designee to enter to inspect or clean the Exclusive Use Premises for the purposes of the general administration of the Church property. Any such entry except in cases of emergency shall be on prior notice to the Corporation.

ARTICLE 6

Contribution to Operating Costs

- 6.01 Non-Exclusive Use Premises.** For the use of Non-Exclusive Premises the Corporation will pay Met United the invoiced amounts for confirmed Offers, related amendment and cancellation charges, and applicable special fees (e.g. after-closure fees). All agreements for Non-Exclusive Use Premises will be in accordance with pricing established in the Church's standard fee schedule as amended from time to time, attached in its current form as Schedule A with an applied discount of 20% (except for package price discounts that exceed this discount).
- 6.02 Exclusive Use Premises.** The Corporation will pay to Met United through the Church Office the Contribution to operating costs (the "Contribution") as set out in the attached Schedule B for the months in which the Corporation uses the space. Rates for subsequent years will be reviewed and established each year by the Church Office in consultation with Met United's Liaison and the Corporation prior to May 31st and effective July 1st of the following year with written notice by the Church Office. Mutual agreement of the parties shall be required for increases per year above the greater of: (i) the CPI (for Canada as calculated by Statistics Canada); or (ii) 5%; or (iii) such other amount determined by an Arbitrator.
- 6.03** The Corporation will pay Met United the total Contribution amount for the library and storage spaces mentioned in 6.02 on an annual basis by October 1.
- 6.04** The Corporation will pay to Met United monthly in arrears for any use of the Non-Exclusive Use Space other than the scheduled use in the Offers, which will be charged at the rates established in the Church's standard fee schedule as amended from time to time. All amounts that the Corporation owes to Met United in accordance with this Agreement will be deemed to be a contribution to operating costs, and will be collectible as such with all rights and remedies available to the Church for the collection of same.

ARTICLE 7

Cleanup, Building Use, Technical Resources

- 7.01 Cleanup.** The Church will arrange and pay for cleaning of the Premises.
- 7.02 After-Hours Building Use.** If the Corporation requests building staff to be present outside regular building-use hours to accommodate requirements of the

Corporation, and the Church Office agrees, then the Corporation will pay reasonable extra fees as established by the Church and invoiced accordingly.

- 7.03 Technical Resources.** It is acknowledged that the Corporation may own (and the Church may accommodate) a technical infrastructure for venue services. Agreements regarding future technical infrastructure owned by the Corporation will be contracted separately and will be appended to the existing Agreement. In the event that the Corporation underwrites new multimedia equipment, third-party access to new equipment may be limited. Upon a significant purchase of new equipment, an amendment defining the permitted use and rental rates of this equipment will be mutually agreed upon. To facilitate third-party space use of music stands and stand lights owned by the Corporation and stored at the Church, for each event that uses this equipment, the Corporation will charge the Church Office \$2 per music stand, or \$3 per music stand plus stand light. There will be no charge when used for the purposes of the Music Director of Met United. The Executive Director of the Corporation needs to approve each usage in advance to ensure that The Corporation will not be using the equipment off site at the time of rental and shall respond to such request within three days of receipt of such request. Proceeds from such rentals will be accrued and paid to the Corporation on or before June 30 each year. Reasonable replacement cost for damaged items will be forwarded to the Corporation by Met United.
- 7.04** In exchange for the activities of the Church in generating this cost recovery revenue, the Corporation agrees to maintain this equipment in good working order for the operations of both the Church and Corporation. It is understood that the Corporation is under no obligation to replace the equipment if the cost of repairs exceeds the value of the equipment, nor is it the obligation of the Church.
- 7.05** The Corporation will liaise with the Church to reserve exclusive use of the sanctuary for the stage set-up and removal so as not to conflict with the use of the Non-Exclusive Use Space by other users. The Corporation will pay directly the technical costs (lights & stage set-up) related to its concert productions.
- 7.06** Maintaining all sections of permanent and temporary staging, including repairs, resurfacing and surface treatments shall be at the expense of the Church.

ARTICLE 8

Insurance

- 8.01 Insurance.** During the period of this Agreement, the Trustees will continue to maintain insurance coverage, including: 1) property - all risks of direct physical loss or damage including flood and earthquake, except as excluded under the insurance policy (currently \$27,500,000.00 property damage); as well as: 2) comprehensive general liability currently with limits of liability \$2,000,000.00 for any one occurrence. The Corporation will maintain general liability insurance with coverage at least \$2,000,000.00 comprehensive general liability and event insurance for any one occurrence, naming Met United as an additional insured or loss payee, as the case may be. If the Corporation's personnel will be driving in connection with an event, Auto Liability insurance for any owned, non-owned and hired vehicles with coverage limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage will be obtained. Met United accepts no liability for the Music Library, the Corporation's equipment and other assets, whether stored at the Church or temporarily there for an event. Insurance of the Corporation's assets is the responsibility of the Corporation. All policies of the Corporation's insurance will contain endorsements that the insurer(s) will give the Church and its designees at least 30 days' advance written notice of any cancellation, termination, or lapse of insurance. The Corporation's policies will include a severability of interests and waiver of subrogation clause in favor of the Church in each of the policies

required above. The Corporation waives and will cause its insurance carriers to waive any and all rights of subrogation or recovery against the Church. All activities of the Corporation under this Agreement will be at the risk of the Corporation.

- 8.02** The Corporation and the Trustees may examine each other's insurance policy regarding the above requirements. On request, each party shall provide a copy of its insurance policy to the other party. Both parties agree to provide notice regarding any changes to existing insurance coverage.
- 8.03** In the event of any injury or damage to person or property as a result of fire, flood, or other casualty, the Corporation shall not be entitled to any of the Church's insurance proceeds or any of its recoveries, causes of action, rights, or rights of action related to such fire, flood, or other casualty. Without limiting the generality of the foregoing, the Church shall not have any liability to the Corporation for any injury or damage to persons or property resulting from fire, explosion, dampness, falling plaster, falling ceiling tile, falling ceiling fixtures or from steam, gas, electricity, water, rain, flood, snow, leaks from the pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of any building of the Church or from the street or any other place or by any other cause whatsoever. All property of the Corporation kept or stored at the Church shall be so kept or stored at the Corporation's own risk. The Corporation hereby indemnifies, saves harmless, and covenants to defend the Church from and against any and all claims, damages, losses, liabilities, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorney's fees and disbursements and subrogated claims by the Church's insurers), in connection with, or relating to, or arising or alleged to arise out of, or resulting from, this Agreement, the use of the Space, the act or omission or wilful misconduct or negligence of the Corporation or those for whom it is at law responsible, or any breach or default or misrepresentation or breach of warranty hereunder by the Corporation or those for whom it is at law responsible. The provisions of this Section will survive the expiration or earlier termination of this Agreement.

ARTICLE 9

Alterations and Repairs

- 9.01 Alterations and Repairs.** Requested permanent and temporary alterations to the Premises (such as the moving of screens, pews, and other furnishings) may be made in writing to Met United's Liaison. Any such alterations are subject to Met United's Liaison's prior written consent following appropriate and timely consultation with the Corporation and the Trustees. Responsibility for the cost of such alterations will be agreed upon in advance with Met United's Liaison in writing.
- 9.02** The Corporation will be responsible for requesting via the Church Office that custodial staff make minor repairs (such as pew or stairwell, or office ceiling repairs) to the Premises. The Trustees will be responsible for all major repairs, as well as maintaining assets of the church (including sound system, internet, heating system and the general church lighting) excluding repairs caused by damage done by the Corporation or those for whom the Corporation is at law responsible. Damage caused by the Corporation shall be the Corporation's responsibility. The scheduling of repairs affecting Exclusive Use Premises will be scheduled to cause the least interruption to the Corporation and will be scheduled only after consultation with the Corporation. The Corporation is responsible for the costs of property damage beyond normal wear and tear, or resulting from alterations to the space, set-up and strike, or by the activities of event patrons and those for whom the Corporation is at law responsible. The Trustees will schedule building repairs to the Non-Exclusive Use Premises so as not to interfere with the Corporation's concert and rehearsal schedule. In

emergency situations the scheduling will be done on a best-efforts basis, so as to minimize interference.

ARTICLE 10

Significant Damage to the Premises

10.01 Significant Damage to the Premises. If the Premises are so badly damaged as to render them unfit for use, and incapable of being repaired within 120 days, then the Corporation's Contribution to operating expenses will abate for the period during which the Premises are unfit for use, and subject to Article 10.02, the Trustees will effect repairs to them with all reasonable speed. For the purposes of the foregoing "unfit for use" includes damage or destruction which substantially and materially impairs direct access to and use of the Premises.

10.02 The Trustees reserve the right not to repair the Premises, if in their judgement and based on professional advice, the building is so badly damaged that it is impractical to repair it. Within 120 days the Trustees shall indicate whether they intend to repair the Premises or not, and if the Premises are to be repaired, when the Premises are fit for use again, at which time, the contribution to operating costs shall recommence. If the Trustees decide that the Premises are not to be repaired due to significant damage, then this Agreement shall terminate.

ARTICLE 11

Signs

11.01 Signs. Any signs used by the Corporation on Church property will be subject to restrictions in accordance with the terms of the License Agreement, Purpose of Green Space and Signage with the Corporation of the City of London, and the Trustees' approval which will not be unreasonably withheld.

ARTICLE 12

Rules and Regulations

12.01 Rules and Regulations. The Corporation agrees to be bound by such reasonable rules and regulations such as are set out in the standard Policies and Procedures manual (except as specifically superseded by this agreement) and as are established by the Trustees from time to time. A copy of these current rules and regulations shall be provided to the Corporation.

ARTICLE 13

Disputes and Resolution

13.01 Matters Referred to Met United's Property Use Committee. Any dispute relating to the Corporation's use of the Premises will be referred to Met United's Liaison and upon failure to reach a satisfactory resolution, referred to Met United's Property Use Committee following discussion between the parties. Thereafter the parties shall exchange a written document setting out issues in dispute and provide this and any existing supporting documentation to the Trustees. The Church Office staff shall be consulted on matters which impact other Church building users. Disputes which cannot be settled satisfactorily by the Trustees will be referred for arbitration.

13.02 Notice of Intention. The parties agree that it is a condition precedent to arbitration hereunder that all matters in dispute which a party wishes to arbitrate shall first be summarized in a written notice delivered to the other party. If, after a period of 10 days, the parties have not resolved the matter in dispute, then either party may proceed to refer the matter in dispute to arbitration as provided in Article 13.03 herein.

13.03 Arbitration. All matters under this agreement in dispute between the parties, if not settled or agreed between them, shall be determined by arbitration, under the provisions set out in Appendix D.

13.04 Review of Relationship. Met United's Liaison shall contact the Corporation and the Church Office after the last performance in each Season to review the relationship and identify opportunities to improve processes. The parties may mutually agree to amend this Agreement from time to time as recommended by Met United's Liaison.

ARTICLE 14

Default

14.01 Events of Default. If one party breaches any material term of this Agreement, the other party may give that party written notice specifying the details and, if applicable, the demonstrable costs of that default. If the defaulting party has not remedied the matter within 30 days of receipt of that notice, the party that gave the notice of default may, by written notice, commence the arbitration process in accordance with Article 13. The Arbitration process may recommend the termination of any further obligations under this Agreement. This Agreement will, however, continue to govern matters that existed on or before the date of that termination.

14.02 Waiver and Amendments. No indulgence, delay or forbearance by or on the part of either party in exercising any right or remedy granted to it hereunder or in insisting on full, complete and timely performance of any obligation of any other party hereunder or any waiver thereof shall operate as a waiver of such party's rights hereunder. Any such waiver, in order to be binding upon such party, must be express and in writing and signed by an authorized representative of such party, and then such waiver shall be effective only in the specific instance and for the purpose for which it is given, and no waiver of any term, condition, or covenant shall be deemed to be a waiver of each party's right to require full and timely compliance with the same term, condition or covenant thereafter, or with any other term, condition or covenant of this Agreement at any time. No amendment or modification of this Agreement shall be effective unless the same shall be in writing and signed by both parties hereto.

14.03 Disclaimer of Partnership. Each party expressly disclaims any intention to create a partnership or joint venture or to constitute any other party as its agent.

14.04 Except as set out in this agreement, the Trustees disclaim all other warranties relating to the premises. The Corporation acknowledges that the premises as currently provided are suitable and fit for the purposes of the Corporation. Neither party shall be liable for indirect, special, incidental or consequential damages or damages for loss of profits, lost revenues, arising from any cause of action, including tort, restitution, and in no case shall the Trustees or the Church be liable for an amount which in aggregate exceeds \$30,000.00, or in respect of any single event, \$10,000.00.

14.05 Force Majeure. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform its undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot

reasonably be foreseen or provided against. Neither party shall be liable for any loss, detention, default, damage or delay in fulfilling the obligations under this Agreement caused by or resulting from conditions or causes beyond its reasonable control including, but not limited to, shortage of water, power, facilities, materials and supplies, breakdowns in or the loss of production, acts of God, war, mobilization, strikes, lockouts, labour controversies, riots, fire, flood, explosion, governmental controls or regulations, embargoes, wrecks or delays in transportation, labour disputes, civil insurrection, civil or military authority, inability to obtain necessary labour, materials or supplies of each party in furnishing materials or supplies due to one or more of the foregoing causes. In an event of a force majeure, each party shall be allowed a reasonable period of time to fulfill the obligations under this Agreement having regard to the applicable instances. In the event that the premises are not fit for the purpose intended the process stated in Article 10 comes into effect.

ARTICLE 15

Miscellaneous

- 15.01 No Assignment and Enurement.** The Corporation will not assign its rights under this Agreement or sub-lease the Premises without the Trustees' prior written approval. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 15.02 General Conditions.** Unless modified by the specific terms of this Agreement the Corporation agrees to the general conditions of the standard form called the "Metropolitan United Church Agreement for Space Use" attached hereto as Appendix B.
- 15.03 Compliance With All Laws.** Each party will comply with all laws, regulations, by-laws, ordinances or other such requirements incumbent upon that party in connection with its activities governed by this Agreement. The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required from time to time to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required from time to time by any other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 15.04 Severability.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and any such invalid, illegal or unenforceable provision shall be deemed to be severable.
- 15.05 Entire Agreement.** This Agreement, including attached Appendices constitutes the entire agreement between the parties respecting the arrangements for use of Premises and except as stated herein, contains all the representations, warranties and covenants of the respective parties in respect of such matters. This Agreement supersedes all previous and collateral agreements, understandings, representations and warranties.
- 15.06 Counterparts.** This Agreement may be executed in several counterparts, and may be delivered by facsimile or electronically, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- 15.07 Notice.** Any notice, advice or document required by any provision hereof shall be given in writing and be delivered personally to the representatives of the parties as follows:

(a) in the case of Met United, to:

Met United's Liaison
cc: Chair, Board of Trustees; Treasurer
Metropolitan United Church
468 Wellington Street
London, Ontario N6A 3P8

(b) in the case of London Symphonia, to:


Executive Director
cc: Chair, Board of Directors; Treasurer
London Symphonia
795 Dundas Street East
London, Ontario N5W 2Z6

15.08 Governing law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably attorn to the exclusive venue and jurisdiction of the courts of Ontario.

15.09 Subordination. This Agreement is not intended to create a lease or any other interest in real property in favor of the Corporation, but merely creates a revocable license in accordance with the terms of this Agreement. This license will be subject and subordinate to all existing and future ground or underlying leases, mortgages, trust deeds and other encumbrances against the property, all renewals, extensions, modifications, consolidations and replacements thereof (each, a "security"), and all advances made upon the Security of such mortgages or trust deeds, unless in each case the holder of such Security requires in writing that this license be superior thereto. The Corporation will promptly execute such further instruments as the Church may reasonably deem necessary to evidence such subordination or superiority of this license to any Security.

IN WITNESS WHEREOF the parties hereto duly execute this Agreement.


THE BOARD OF TRUSTEES OF METROPOLITAN UNITED CHURCH

Per: Allan S. Edwards, Chair  October 14, 2021
(Printed name of Signatory) (Authorized Signatory) Date

Per: Rev. Dr. Jeffrey P. Crittenden  October 14, 2021
(Printed name of Signatory) (Authorized Signatory) Date

LONDON SYMPHONIA

Per: April Voht, Executive Director  October 14, 2021
(Printed name of Signatory) (Authorized Signatory) Date

Per: Beryl Chernick, Board Chair  October 14, 2021
(Printed name of Signatory) (Authorized Signatory) Date

APPENDIX A

The United Church of Canada Act (Royal Assent April 5, 1924) established the legal and governance structure under which Metropolitan United Church operates. Individual congregations of the United Church of Canada, such as Metropolitan United, are not legal entities. The Trustees hold the property in trust and act for the congregation in contractual matters.

Extract from The United Church of Canada Manual 2021:

G.2.2 Rules for Property Ownership

G.2.2.1 General Rule

All congregational property is held by the congregation's trustees. This includes land, buildings, funds and investments, and any other kind of property.

The trustees hold the congregational property for the congregation as part of the United Church. They must comply with the United Church's requirements for trustees and congregational property.

Extract from United Church of Canada's Congregational Board of Trustees Handbook (March 2021):

Trustees must ensure the congregational property is used for purposes allowed under the United Church property rules. Here is the exact wording from the Model Trust Deed of 1925 (still in effect) for how congregational property may be used:

For the use and benefit of the...congregation, as a part of The United Church of Canada, as well for the site of a church, chapel, meeting house, school, manse, parsonage or minister's dwelling or other place for religious, charitable, educational, congregational, or social purposes, glebe or burial ground, as the said congregation may direct, as for the support and maintenance of public worship, and the propagation of Christian knowledge, according to the doctrine, discipline, by-laws, rules and regulations of The United Church of Canada. If the trustees are concerned that any particular or proposed use of the property doesn't fit within those purposes, they should raise their concern with the congregation's governing body and, if still not addressed to their satisfaction, with the regional council.

The Board of Trustees of Metropolitan United Church endorsed the sanctuary renovation proposal on June 1, 2021. Following congregational approval at a special general meeting on June 27, 2021, Metropolitan United Church sought and received approval on August 4, 2021 from the Antler River Watershed Regional Council for the sanctuary renovation project.

APPENDIX B

Metropolitan United Church Agreement for Space Use (Non-Exclusive Use) Includes Event Rental Agreement

All requests for use of space must be submitted to the Church Office. The Senior Minister has final approval of any use of Metropolitan United Church facilities. Use must be appropriate for the facility requested, and must not be a prohibited activity.

1.2 Prohibited Activities

At Metropolitan United Church, the following activities are prohibited:

1. Activities which present an unreasonable risk of bodily injury or damage to property, and
2. Activities which contravene Metropolitan United Church's mission, vision and statement of faith.

Duties of Renter

The renter provides:

1. A duly executed Event Rental Agreement (see blank form below);
2. A waiver of legal liability and Certificate of Liability Insurance as set out in the Rental Agreement; and
3. Payment of the rental fee to Metropolitan United Church within 15 days after receiving the invoice.

Furthermore, the renter will:

1. Respect the church property; that is, the church premises will sustain no damage by the renter;
2. Cooperate with church staff;
3. Not use the organ, a piano, or other specialized equipment without authorization obtained through the Church Office;
4. Designate a primary contact person(s) who can be contacted before, during and after the event;
5. Make sure they are familiar with evacuation procedures in case of a fire or other disaster;
6. Respect other groups using the church property at the same time; and
7. Vacate the church premises at the agreed time and leave the premises in clean condition.

Duties of Metropolitan United Church

The church will:

1. Provide the rented premises in clean and working order as per the Rental Agreement;
2. Ensure the church is opened and locked at the beginning and end of the rental period;
3. Provide security as per the Event Rental Agreement;
4. Provide heat, light and water as per the Event Rental Agreement; and
5. Carry its own liability insurance in the amount of two million dollars (\$2,000,000.).

EVENT RENTAL AGREEMENT

**METROPOLITAN UNITED CHURCH 468 WELLINGTON STREET,
LONDON ON N6A 3P8**

Metropolitan United Church ("Met United") hereby agrees to allow the Event Renter to use Met United's premises ("Premises") for an Event as follows:

EVENT RENTER NAME:

PHONE NUMBER:

E-MAIL CONTACT:

MAILING ADDRESS:

EVENT:

FACILITIES: ROOM:

SUPPORT:

EQUIPMENT or FURNITURE:

(Rental includes access to washrooms and common areas.)

DATE of EVENT: TIME PERIOD: From until

ACCESS DATE(S) for SET-UP and REHEARSAL, if any:

TIME PERIOD: From until

EXPECTED NUMBER OF PEOPLE: maximum

RENTAL FEE: \$ payable on or before

FOOD & BEVERAGE: Responsibility of the Licensee; **No alcohol will be served at the event. No food or beverages (other than water) are allowed in the Sanctuary.**

The Event Renter will be responsible for set-up for the event, clean-up following the event, and restoring the room set-up after the event. A Met United representative will be responsible for unlocking the doors before the event and relocking doors and setting the security system following the event at mutually acceptable times to be arranged with the Event Renter. If the event or clean-up runs overtime so that the Met United representative is unable to lock up within 30 minutes after the agreed closing time, there will be an additional fee of \$25.00 per hour before midnight, \$40.00 per hour after midnight.

If Met United needs to restore the facility to a satisfactory state of cleanliness, the Event Renter will be notified as soon as possible, and the cost of that service will be charged to the Event Renter.

In consideration of Met United giving the Event Renter permission to use the facility, the Event Renter agrees:

1. THAT the Event Renter is hosting and is responsible for carrying out the Event; and that Met United has no responsibility for the conduct of the Event;
2. THAT any promotional material for the Event will clearly represent the name of the Event Renter, distinguish between the Event Renter and the location of the Event, be publicized only after signing of this Rental Agreement, and not include the Church telephone number.
3. THAT the Event Renter shall not use or permit the use of the Premises, nor permit anything to be done in or about the Premises which, in whole or in part, is unlawful, immoral, indecent, obscene, defamatory, or otherwise improper or contravenes Met United's mission, vision and statement of faith;

4. THAT the Event Renter shall not use or permit the use of the Premises, nor permit anything to be done in or about the Premises which:
 - a. will or may create a risk or threat or danger to the building and/or its contents or to any person in or about the building in which the Premises are located, and
 - b. will or may constitute a nuisance such as, but not limited to, the making or permitting of any improper or unusually loud noise in or about the building in which the Premises are located;
5. THAT the Event Renter will provide Met United a Certificate of Liability Insurance confirming coverage in the amount of \$2,000,000 General Liability, and Tenants Insurance which names Metropolitan United Church as Additional Insured for any legal liability arising from the Event or the renter's activities and use of Met United's facilities;
6. THAT the Event Renter will not permit use of Met United's organ, piano, audio-visual or other specialized equipment without prior authorization from the Church Office;
7. THAT the Event Renter will ensure that they are familiar with evacuation procedures in case of a fire or other disaster;
8. TO vacate the Premises at the agreed time and leave the Premises in clean condition, including removing any personal supplies (unless arranged otherwise in advance);
9. TO indemnify and hold Met United harmless for all claims made by the Event Renter or those persons attending the event, for actions or damages incurred in connection with use of the Premises; and
10. TO release and forever discharge Met United, its Trustees, Elders, staff and representatives from all liability and hereby waives all re-courses, claims, demands, causes of action or any other claim of any nature whatsoever including, without limitation, such of these as may be for personal injury, sickness, property damage, death, loss of property or damage to property which the Event Renter, or a person attending the Event, may suffer arising out of, or by reason of, or in any way related to or connected with, the use of the Premises or attendance at the Event.

This agreement will be governed and construed by the laws of the Province of Ontario.

SIGNED BY:

Event Renter Contact: _____ Date _____

Met United Contact: _____ Date _____ in London, Ontario.

APPENDIX C

Letter of Agreement for Library and Storage Space Use (Exclusive Use)

Purpose: The Corporation may maintain the City of London's former Orchestra London library of sheet music, plus the Corporation's own library of sheet music, at Met United in the lower-level office space. Music stands and stand lights may be stored in one of the enclosures in George Goth Hall. These two areas together are the "Exclusive Use Premises".

Custodial: Met United shall clean the Premises on a regular basis and shall do minor repairs to the building as needed.

Premises: The Corporation shall have exclusive use of the Corporation's library space at Met United. The Corporation shall also have access to the George Goth Hall and common corridors and washrooms. Access to the building during posted business hours will be provided by Met United staff or as otherwise arranged with the Church Office.

Met United will provide the Premises in an "as is" condition on commencement date. The Corporation shall not make any alterations to the Premises; all such requests shall go through Met United's Church Office for approval. The Corporation may install storage racks and basic furniture in the Music Library space at its own expense.

Responsibility for Contents:

The Corporation is responsible for its own contents/equipment on Met United's site. Met United will not be responsible for liability insurance nor theft, loss or damage to items stored by the Corporation at Met United.

Conduct of Business:

The Corporation shall make all reasonable efforts to ensure that:

- i. the use made of Met United's Premises by other persons or groups is respected, and that the Corporation's activities do not interfere with the authorized use of those Premises;
- ii. adequate prior arrangements are made with the Church Office for any prolonged period of use of the Church entrance for loading or unloading;
- iii. no sign, bulletin board, advertisement or notice shall be erected without permission, and no inscription painted on or affixed to any part of the property other than the door of the Music Library;
- iv. the primary usage of the Library space shall be for library related activities; and
- v. no items are stored in the Premises which, in the opinion of Met United, are of a dangerous, toxic, inflammable or explosive nature.

Rental of Equipment:

The Corporation shall allow Met United to rent the Corporation's music stands and music stand lights to others for use at Met United, at agreed rates which may change from time to time. See Article 7.03 for details. Met United shall not have access to the materials in the music library.

Security: There is a lock on the Music Library door and Met United shall provide one key to The Corporation. The area where music stands are stored is not lockable.

Licensing: The Corporation shall procure at its own expense all licenses and permits from the provincial, municipal or other regulatory authorities which may be required to operate or conduct its business.

Sublease: The Corporation shall not assign, sublet or otherwise transfer the whole or any part of the leased space without Met United's prior written consent.

Condition on Departure:

At the expiration or earlier termination of the occupancy, the Corporation shall leave the Exclusive Use Premises empty, in good repair and clean, broom-swept condition.

Rules and Regulations:

The Corporation shall:

- i. access the Premises only during Met United's normal business hours or as otherwise arranged;
- ii. provide a list of persons, with contact details, to the Church Office for the building in case of an emergency;
- iii. provide a list of persons authorized to access the Premises and add items to or remove items from storage;
- iv. not permit the consumption of alcohol or recreational drugs in the Exclusive Use Premises;
- v. not permit smoking, vaping or cannabis usage within nine meters of the
Met United building entrance or exit ways; and vi. not cause or allow any unreasonably loud noise or activity either in or outside in the vicinity of the Met United building.

APPENDIX D

Arbitration Process

The Parties agree that:

- i. either party may commence arbitration proceedings by giving written notice to the other party of its desire to arbitrate (the "Arbitration Notice") (but no party shall give an Arbitration Notice unless such party has first given 10 days advance notice in writing, in the case of the Trustees, to the Executive Director of London Symphonia and in the case of London Symphonia to the Chair of the Board of the Trustees, specifying the matter in dispute [the "Dispute Notice"] and requesting that the other party negotiate with a view to resolving the dispute by agreement between the parties within the next 10 days);
- ii. forthwith after the giving of a Dispute Notice, representatives of the parties shall meet in good faith for the purpose of agreeing, or attempting to agree, upon a resolution of the dispute. If such dispute is not resolved within 10 days of the giving of the Dispute Notice, then either party may submit the dispute to arbitration by giving an Arbitration Notice in respect of the dispute specified in the Dispute Notice and the giving of an Arbitration Notice shall constitute a submission to arbitration under the Arbitration Act (Ontario) and the matter shall be arbitrated and settled in accordance with the procedure set out therein as amended by the provisions of this Section;
- iii. the parties recognize that, in many instances of disputes which might arise under this agreement, the dispute may involve, and depend for its resolution upon, technical matters or matters which involve expert knowledge and judgment, where it is in the interests of a prompt and equitable solution of the matter for the parties to agree upon an independent expert having the appropriate specialized knowledge as the sole arbitrator. In any such situation the parties shall negotiate in good faith and act reasonably with a view to reaching agreement upon an appropriate independent expert as a sole arbitrator. If such a sole arbitrator is agreed upon by the parties within 10 days of the giving of an Arbitration Notice, the dispute shall be arbitrated and determined in accordance with the following procedure:
 - 1) such sole arbitrator shall proceed to determine the dispute, having regard to the provisions of this agreement and the terms of the Dispute Notice and any other agreements the parties may have had respecting the arbitration or the matter in dispute;
 - 2) the arbitration shall, subject to any express provision herein or in or any agreement of the parties affecting the same, be conducted in accordance with the provisions of the Arbitration Act (Ontario) and the applicable laws of the Province of Ontario, if any, shall apply thereto;
 - 3) the costs of the arbitration shall be awarded in the discretion of the sole arbitrator; and
 - 4) if such sole arbitrator fails to hear and determine the matter in dispute and render a decision in writing to the parties within 30 days after the parties agree upon such sole arbitrator, either party may, by notice to the other, cancel the appointment of such sole arbitrator, in which case either party may initiate new arbitration proceedings pursuant to clause (iv) of this section.

- iv. if, within 10 days after the giving of an Arbitration Notice, a sole arbitrator shall not have been agreed upon between the parties, either party may, at any time thereafter, give written notice to the other requiring the dispute to be arbitrated and determined in accordance with the following procedure:
- 1) the party giving notice under this subsection (iv) shall, in such notice, give notice of the appointment and the name of the arbitrator chosen by it;
 - 2) the party receiving the notice given under paragraph (1) shall, within 10 days after the receipt thereof, give a written notice to the party giving the first notice of the appointment and the name of the arbitrator chosen by the party giving the notice under this paragraph (2);
 - 3) the two arbitrators so chosen shall jointly appoint a third arbitrator and give written notice of the appointment and the name of such arbitrator to the parties;
 - 4) if a party required to appoint an arbitrator fails to do so and give notice thereof as required by paragraph (2) within the period of 10 days provided thereby, or if each party has appointed an arbitrator and the two arbitrators so chosen fail to agree upon a third arbitrator and give notice thereof as required by paragraph (3) within 5 days after both have been appointed, then any party not in default may apply to a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitration Act (Ontario) for the appointment of an arbitrator on behalf of the party in default, or the appointment of the third arbitrator, as the case may be;
 - 5) the three arbitrators appointed pursuant to the preceding provisions shall proceed to determine the dispute, having regard to the provisions of this agreement, the terms of the Dispute Notice and any agreement the parties may have made respecting the arbitration or the matter in dispute and the decision of any two of them shall bind the parties;
 - 6) the arbitration shall, subject to any express provisions herein or in other agreement of the parties affecting the same, be conducted in accordance with the provisions of the Arbitration Act (Ontario) and the laws of the Province of Ontario, if any, shall apply thereto;
 - 7) the costs of the arbitration shall be awarded in the discretion of the arbitrators; and
 - 8) the arbitrators appointed under the preceding provisions shall hear and determine the matter in dispute and render a decision in writing to the parties within 20 days after the appointment of the third arbitrator.
- v. a party shall be entitled to prejudgment and postjudgment interest on any award for the payment of money and in connection with any award in the nature of a declaration relating to payments under this agreement. Such prejudgment interest in respect of an award in the nature of a declaration relating to payments under this agreement shall accrue from the date on which such payments were payable. Such prejudgment and postjudgment interest shall be at the prejudgment and postjudgment interest rate that would be applicable under the Courts of Justice Act, 1984 (Ontario), or successor legislation. The arbitrator or arbitrators, as the case may be, shall include an award for such prejudgment and postjudgment interest in his, her or their final award;
- vi. the provisions of this agreement and of this section requiring the determination of all or certain disputes by arbitration shall not operate to prevent recourse to the courts by any party as permitted by the Arbitration Act, (Ontario) with respect to injunctions, receiving orders and orders regarding the detention, preservation and inspection of property, or whenever enforcement of an award by the sole

arbitrator or arbitrators, as the case may be, reasonably requires access to any remedy which an arbitrator has no power to award or enforce. In all other respects an award by the sole arbitrator or arbitrators, as the case may be, shall be final and binding upon the parties and there shall be no appeal from the award of the arbitrator or arbitrators, as the case may be, on a question of law or any other question; and

- vii. notwithstanding that arbitration proceedings may have been commenced or that a dispute is being negotiated, the parties shall continue to pay all payments provided for under this agreement, including without limitation all amounts which are the subject of dispute, based upon the payor's estimate or re-estimate of same until the dispute is finally determined unless the premises are unfit for concert and rehearsal purposes in accordance with operating standards as of the date of this Agreement.

SCHEDULE A

Schedule of Contribution to Operating Costs (Non-Exclusive Premises): Standard Rates and London Symphonia Rates

Standard Rates

1.3 Room Rates

Area	Hourly Rate ¹	Minimum Period	Additional Time ²
Sanctuary	\$150	4 hours	\$150/hour
Great Room	\$45	3 hours	\$45/hour
Parlor Kitchen	\$25	3 hours	\$25/hour
Met Hall	\$45	2 hours	\$45/hour
Vineyard	TBD case by case	3 hours	
Vineyard Kitchen	TBD case by case	3 hours	
George Goth Hall	TBD case by case	2 hours	

Notes:

1. Includes set-up, tear-down and usage time
2. Per hour or part thereof
3. Discounted rates are available for multiple bookings by the same party

1.4 Support Costs

Support	Hourly rate	Minimum	Notes
Custodial	\$21.00	2 hours	
Security	\$17.50	2 hours	
Sound or Audio-Visual Technician	\$35	2 hours	If event requires sound board; Additional billed at \$17.50/30 minutes

1.5 Equipment Costs

Equipment	Flat Rate	Minimum	Notes
Music Stands	\$2.00 each	none	40 available; advance approval
Music Stand Lights	\$1.00 each	none	Replacement cost if damaged
Chairs	No Charge	none	Specify number needed

London Symphonia Rates

The following applies only to London Symphonia. The requirement to price out each individual room has been waived and a reasonable amount of "room to stretch" will be provided at no extra cost (as long as there is room available to do so). Weekend rates are slightly higher due to extra security costs.

For each performance, a Checklist Letter of Understanding that specifies access times, special needs, etc., will be completed and submitted for approval by the Church Office four weeks before the concert date. Additional costs or specific requirements will be documented in the Checklist and need additional approval.

Concert Rental & Pricing Options:

- A) 3-day rental (up to 4 rehearsals + Concert):
- Up to 4 hours on day 1 (one daytime rehearsal)
 - Up to 8 hours on day 2 (two daytime rehearsals)
 - Up to 10 hours on day 3 (one daytime rehearsal /Concert)
 - Pricing:
 - \$2,750 for Fri./Sat./Sun., or
 - \$2,500 for Thurs./Fri./Sat.
- B) 2-day Rental (up to 3 rehearsals + Concert):
- Up to 8 hours on day 1 (two daytime rehearsals)
 - Up to 10 hours on day 2 (one daytime rehearsal &/or Concert)
 - Pricing:
 - \$2,250 for Fri./Sat., or
 - \$2,000 for Thurs./Fri.
- C) Partial 2-day Rental (up to 2 rehearsals + Concert):
- Up to 4 hours on day 1 (one daytime rehearsal)
 - Up to 10 hours on day 2 (one daytime rehearsal &/or Concert)
 - Pricing:
 - \$1,750 for Fri./Sat., or
 - \$1,500 for Thurs./Fri.
- D) Sunday Only Concert (1 daytime rehearsal &/or Concert):
- Up to 8 hours on a weekend day
 - Pricing:
 - \$1,250

This document will be updated annually with any rate changes communicated on or before October 1, effective the following July 1. Rates may change each year to reflect inflation or changing needs.

For smaller events where London Symphonia uses only one or two rooms, or four hours or less in total, contribution rates will be 80% of the standard published rates for other organizations.

London Symphonia will:

- I. cover all costs of the production;
- II. arrange for all production needs including (stands, podium, percussion, timpani) and the cost and insurance thereof;
- III. have access to the stage extension and risers, being responsible for installation and returning the stage to church configuration when finished;
- IV. number tickets sold so as not to exceed 1,200 (twelve hundred);
- V. double check with the Relationship Liaison regarding setup times, heating requirements and maintain good communications with the Liaison; VI. supply all ushers and volunteers to cover all audience needs;
- VII. pick up all materials/garbage post-concert and leave the church free of debris;
- VIII. handle concert promotion;

- IX. print in the program (if one is provided) and make an announcement during the concert thanking the church, its administration (Rev. Dr. Jeffrey P. Crittenden, staff and volunteers);
- X. be permitted--for its musicians--to eat lunch in the backstage area; and
- XI. promote a fragrance-free environment.

Metropolitan will:

- I. provide an invoice to London Symphonia within 15 days following the concert;
- II. inform London Symphonia immediately should any expenses arise that have not been previously discussed;
- III. ensure a usable accessible entrance via the parking lot entrance door;
- IV. provide elevator access to London Symphonia administrative personnel and musicians only. The main floor is fully accessible to patrons with mobility issues;
- V. provide access to any existing internet, sound, lighting and video systems.

London Symphonia will provide their own technicians as needed;

- VI. provide at a minimum, one Commissionaire, and 2 Met United volunteers or security staff, to monitor the site during the concert. Additional people will be provided as agreed;
- VII. provide Handicapped signs for the on-site parking lot;
- VIII. not be required to provide public Wifi;
- IX. heat the venue for rehearsals and concerts to comfort level;
- X. provide a secure storage area for instruments as arranged through the Checklist;
- XI. provide audience access to the backstage at both intermission and post-concert times during the rental period; and
- XII. provide audience access to basement washrooms during intermission only. This will be made available via the Southwest stairway.

SCHEDULE B

Schedule of Contribution to Operating Costs

(Exclusive Use Premises)

Effective Sept. 1, 2021

1.6 CONTRIBUTION	SPACE	MONTHLY
Music Library*		\$ 50.00
Storage of Music Stands & Lights		\$ 35.00

* Note this contribution begins when the Music Library space is first occupied.

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:

2021 Subset replacement value = 2021 Total replacement value 2013 Subset
replacement value 2013 Total replacement value
\$16,073.29 = 2021 Total replacement value \$16,110.00 \$253,452.05
2021 Total replacement value = (\$16,073.29 x \$253,452.05) ÷ \$16,110.00
2021 Total replacement value = \$252,874.51

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.¹ 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
September 13, 2021

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Deputy City Manager, Neighbourhood and
Community-Wide Services

Subject: Recreation and Sport Summer Program Updates

Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager of Neighbourhood and Community-Wide Services, the Recreation and Sport Summer Program Updates report **BE RECEIVED** for information.

Executive Summary

This report presents and identifies the upcoming summer program offerings across Recreation and Sport. This includes levels of service for day camps, summer playground programs, and aquatic programs and facilities, and identifies current successes and challenges in continued efforts to return program offerings to pre-pandemic levels.

Linkage to the Corporate Strategic Plan

The Recreation and Sport Summer Program Updates report is aligned with the following strategic areas of focus in the City of London Strategic Plan (2019 – 2023):

- Strengthening our Community, contributing to the outcome that Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city; and,
- Leading in Public Service, contributing to the outcome that Londoners experience exceptional and valued customer service.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- [Parks and Recreation Master Plan Annual Report](#) (March 29, 2022)

2.0 Discussion and Considerations

2.1 Background and Purpose

The City of London offers high quality Recreation and Sport programs and facilities that engage residents and visitors of all ages and abilities. Recreation and Sport programs and facilities play a significant role in community building through the facilitation of active and passive activities, opportunities for structured and spontaneous play, and strengthening of neighbourhood connections. These services provide places for people of all ages and abilities to be active and learn new skills, connect with one another, share their interests, exchange ideas, and experience diversity.

Throughout 2020, 2021, and into the beginning of 2022, all programs and services were impacted by COVID-19. This was due to facility and/or participant restrictions that have included capacity limits and full facility closures. Now that public health measures to prevent the spread of COVID-19 have been lifted, the Recreation and Sport team at the City of London continues to focus on returning these programs and services to pre-pandemic service levels, using 2019 as the baseline year.

The purpose of this report is to provide a service update to City Council on the upcoming 2022 summer season, noting service challenges and successes.

It should be noted that this report only includes Recreation and Sport programs that are provided directly by the City of London. It does not include third party rentals or third party provided programs delivered in City of London facilities.

2.2 Recreation and Sport 2022 Summer Program Updates

For some City of London Recreation and Sport programs and facilities, the path to returning to pre-pandemic levels is easier than others. For example, outdoor sport fields, arenas, and general programming have fewer challenges than programs, such as aquatics, playgrounds, and day camps. This is because these programs have been historically dependent on the continuous City of London leadership and certification programs offered as part of the development pathway, which includes training through to employment.

Due to multiple, pro-longed closures of in-person opportunities due to COVID-19, leadership programs and their corresponding pathways could not be offered. As a result, the City of London, like many municipalities, is in a position where individuals with specific expertise and/or mandated qualifications are in short supply in the labour market. Civic Administration continues to explore solutions and consult with other municipalities and relevant governing bodies throughout Canada.

The following provides an overview of specific impacts on programs where specific expertise and/or mandated qualifications are required:

Summer Day Camps:

Year	Locations offered	Spaces offered (approx.)
2019	23	6800
2020	13	2400
2021	12	3000
2022	22	6100

Additional day camp information:

- One school site that has been used in the past is closed in 2022 as a result of necessary construction during the summer months.

Summer Playground Programs:

Year	Locations offered
2019	38
2020	0
2021	18
2022	25

Additional playground information:

- Specific information about sites is not released until mid-June when the Thames Valley District School Board (TVDSB) will confirm which playgrounds may be under construction through the summer months.

Aquatic Programs:

The pandemic has had the most significant impact on aquatic programs. These services are highly dependent on the development pathway for lifeguards due to regulations/legislation and technical testing requirements. Certification courses were not permitted during COVID-19. As a result, the lifeguard pathway stopped. Although these programs have now resumed, there is a shortage in qualified lifeguards that is impacting all service providers across the province, and it will take time to overcome this.

London is among the many cities experiencing a shortage of qualified staff throughout aquatic services. Civic Administration has worked to reduce services equitably across the city geographically and reduced programs that take up the most staffing resources. The programs listed below will have service reductions throughout the summer and fall of 2022:

- Recreational swims
- Fit lane offerings
- Learn to swim

The following chart identifies the specific reductions in comparison to 2019 pre-pandemic levels:

Summer Program	2019	2022
Total hours of recreational swims offered	2913	2564
Total hours of fit lanes offered	1265	927
Total number of learn to swim spaces	6176	4056

Additional aquatics information:

- 2019 data does not include East Lions Community Centre (this Centre is included in 2022 numbers)
- 2022 data does not include Carling Heights Optimist Community Centre (this Centre is included in 2019 numbers)

Aquatic Facilities Update:

Along with the program service reductions caused by the shortage of qualified staff noted above, aquatic facilities, including both indoor and outdoor pools, will see a reduction in hours of operations. Like aquatic programs, Civic Administration has attempted to reduce hours equitably across the city geographically. This includes rotating closures on different days of the week at various locations so that staff can be moved to support various locations.

These specific hours will be communicated with the public and City Council closer to the opening of outdoor pools (July 1, 2022). Civic Administration is still working to hire summer staff and this information may change between now and the time the outdoor pools are open.

Additional steps that Civic Administration has taken includes, but is not limited to:

- Closure of water slides at all locations as water slides legislatively require two staff resources (top and bottom of slide); and,
- Redeployment of qualified management staff to support pool supervision and lifeguarding gaps.

Glen Cairn Pool

The Glen Cairn outdoor pool was originally constructed in 1963 as an addition to the arena and is located at 370 Chippendale Crescent in the Glen Cairn neighbourhood in the city's southeast. In 2015, City Council approved the arena for demolition once the new ice pads were constructed in the Southwest (Bostwick Community Centre, YMCA and Library).

The arena portion of the building was slated for demolition in the fall 2018, however, as pool usage levels continued to decline, it was decided to delay demolition until the future of the outdoor pool could be determined. The community engagement and planning work with the neighbourhood was originally slated for the beginning of 2020 but was delayed due to COVID-19.

Investments in Glen Cairn pool were made in 2021 to keep the pool open to offer safe outdoor activities during the pandemic. Civic Administration had hoped that these investments would allow the pool to remain open for the 2022 season and provide the opportunity for community engagement to be undertaken on the future of aquatic amenities in the neighbourhood without service interruptions.

A structural consultant was retained in the spring of 2022 to review Glen Cairn pool as there was further deterioration of the pool tank and other structural components. The structural consultant has recommended that the pool tank and other structural components need significant repairs before it can be deemed safe for public use. The concrete pool walls, slab, deck, coping and surrounding retaining walls are showing varying signs of deterioration.

Given the age of the pool and existing conditions observed, the full extent of the repairs will be unknown until the restoration is underway, and it is possible that damages are greater than can be visually observed. Due to the significant effort required to make the site safe for use as well as limited contractor availability, completing the repairs in a timely manner is not possible. As a result, and in the interest of public safety, this pool will remain closed for the 2022 season.

A report will be brought forward to City Council on the future of Glen Cairn pool later this year, including the community engagement work to be undertaken.

3.0 Financial Impact/Considerations

The reduced service levels and programming in Day Camps, Playgrounds, and Aquatics will result in net operating budget pressure for 2022 due to revenue loss. Civic Administration will continue to monitor the operating budget impacts throughout the summer months to assess the level of financial impact and continue recruitment efforts and additional mitigating measures to the alleviate the budget pressure.

4.0 Next Steps

Civic Administration will continue to make every effort to promote opportunities to recruit staff for all programs and facilities offered through Recreation and Sport with the goal of reaching pre-pandemic levels of service. Leadership and certification courses will be continually offered throughout the summer, fall, and winter to try to replenish the pipeline/development pathway of staff for future seasons.

Conclusion

The COVID-19 pandemic not only had short-term, and immediate impacts on the recreation and sport sector (and many others), but also longer-term impacts that will have to be overcome. This report identifies the longer-term impacts on specific programs and facilities, identifying aquatic services as the most highly impacted service due to the dependence on the development pathway for lifeguards that was halted for the last two years.

Unfortunately, Civic Administration has had to reduce levels of aquatic programs and hours of operations at aquatic facilities as a result. Staff understand this will be difficult for Londoners who look forward to the opportunities in these programs and facilities. Civic Administration is committed to open and continual communication as the Recreation and Sport team works through this time.

Prepared by: Jon-Paul McGonigle, Director, Recreation and Sport

Recommended by: Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services

Report to Community and Protective Services Committee

To: CHAIR AND MEMBERS, COMMUNITY AND PROTECTIVE SERVICES COMMITTEE
From: SCOTT MATHERS, MPA, P. ENG., DEPUTY CITY MANAGER, PLANNING AND ECONOMIC DEVELOPMENT
Subject: PROPERTY STANDARDS RELATED DEMOLITIONS
Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Planning & Economic Development, the attached by-law (Appendix 'A') **BE INTRODUCED** at the Council meeting June 14, 2022; it being noted that the effect of the by-law will cause the City of London to take all necessary actions to demolish buildings and structures at the following locations: 150 Adelaide Street North; 9 Front Street; 20 Paddington Avenue.

Executive Summary

Civic Administration recommends that dilapidated buildings be demolished to address ongoing neighbourhood nuisance, safety, and quality of life issues. All associated inspection and demolition costs are invoiced to the property owner.

Linkage to the Corporate Strategic Plan

Implement existing by-laws with a risk based protocol focusing on municipal purposes of public safety and neighbourhood stability.

Background Information

City Council Policy directs that when a Property Standards Order is not complied with, the Chief Municipal Law Enforcement Officer (MLEO) shall not cause the property to be demolished unless the matter has been reported to Council, and Council has passed a by-law approving of the proposed demolition.

Property Information

150 Adelaide Street North:

The subject site is known municipally as 150 Adelaide Street North and is located on the east side of Adelaide Street, approximately 100m south of Hamilton Road. The main building is a vacant single-storey residential building of approximately 150m² (1600 sqft) and there is a small detached shed in the rear.

A variety of violations have been reported against this property since 2001. Two recent ownership changes have not remedied site problems nor revealed any intent to improve the building, despite the Property Standards Order being registered on title March 5, 2019. Due to inaction by the owner, Staff are seeking to have the building demolished.

It should also be noted that 152 Adelaide St N was recommended for demolition March 23, 2021. This building is under the same ownership as 150 Adelaide St N, and may be demolished by the time this item is before Council. The current owners have not responded to registered letters nor Orders regarding either property to date.

9 Front Street:

The subject site known municipally as 9 Front Street is located on the south side of Front Street, 40m west of Wellington Road, where High Street and Wellington Road diverge. The property is not considered a heritage property nor is it within a Heritage

Conservation District. A portion of the property and building are within the Upper Thames River Conservation Authority's Regulated Area.

The vacant one-storey residential building sits at the rear of the lot and is approximately 80m² (860sqft). A Property Standards Order was registered on title March 25, 2022 and no response has been received from the owner of the building regarding the Order. Due to inaction by the owner, Staff are seeking to have the building demolished.

20 Paddington Avenue

Paddington Avenue is two blocks west of Wharncliffe Road South, between Briscoe and Langarth Streets. The vacant one storey detached dwelling is set to the rear of the lot and has a footprint of approximately 70m² (750sqft). The property is not listed as a Heritage Resource, not within a Heritage Conservation District, nor within the Conservation Authority's Regulated Area.

The Property Standards Order indicates there has been "significant structural damage" to the building due to a fire, among other non-conforming matters. The Property Standards Order was registered on title March 25, 2022 and no response has been received regarding the Order. Staff are seeking to have the building demolished.

Conclusion

As indicated, Staff have undertaken several enforcement related inspections and actions to ensure the buildings listed are maintained and secured. Notwithstanding these efforts no actions have been taken by the property owner(s) to comply with the Property Standards Orders.

Based on the evidence herein, Civic Administration is recommending the demolition of the vacant abandoned buildings due to matters of public safety and neighbourhood quality of life matters. All costs are borne by the property owners.

Registered Property Standards Work Orders are attached as Appendix 'B' to this report.

Prepared by: Orest Katolyk, MPL, MLEO(C), Director, Municipal Compliance

Recommended by: Scott Mathers, MPA, P. ENG., Deputy City Manager, Planning & Economic Development

Appendix "A"

Bill No.
2022

By-law No.

A By-law to approve demolition of abandoned building with municipal address of 150 Adelaide Street North; 9 Front Street; and 20 Paddington Avenue under the Property Standards provisions of the Building Code Act.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 15.1(3) of the *Building Code Act* provides that the council of a municipality may pass a by-law to require property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition;

AND WHEREAS Council has passed Property Standards By-law CP-16 that requires owners of property that does not conform to the standards of the by-law to repair and maintain the property to conform with the standards of the by-law or to clear it of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.2(2) of the *Building Code Act* provides that an officer who finds that a property does not conform with the standards prescribed in the Property Standards By-law may make an order giving reasonable particulars of the repairs to be made or stating that the site is to be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition;

AND WHEREAS section 15.4 of the *Building Code Act* provides that, if an order of an officer under section 15.2(2) is not complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge, the municipality may cause the property to be repaired or demolished accordingly;

AND WHEREAS section 15.4(3) of the *Building Code Act* provides that a municipal corporation or a person acting on its behalf is not liable to compensate the owner, occupant or any other person by reason of anything done by or on behalf of the municipality in the reasonable exercise of its powers under subsection (1);

AND WHEREAS section 15.4(4) of the *Building Code Act* provides that the municipality shall have a lien on the land for the amount spent on the repair or demolition under subsection (1) and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*;

AND WHEREAS Council passed By-law A.-6554-211 to adopt a Policy whereby, in the event a confirmed Property Standards Order is not complied with, the City's Manager of By-law Enforcement shall not cause the property to be demolished unless he or she has reported to Council setting out the reasons for the proposed demolition and Council has passed a by-law approving of the proposed demolition;

AND WHEREAS a property standards order has not been complied with in accordance with the order as deemed confirmed or as confirmed or modified by the committee or a judge;

AND WHEREAS the City's Chief Municipal Law Enforcement Officer has reported to Council setting out the reasons for the proposed demolition;

AND WHEREAS Municipal Council wishes to cause the property to be demolished;

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

1. The demolition of the abandoned buildings in the City of London (listed below) is approved and the properties shall be cleared of all identified buildings, structures, debris, and refuse and left in a graded and levelled condition in accordance with the *City of London Property Standards By-law* and the *Ontario Building Code Act*. The municipal addresses of the properties are:
 - 150 Adelaide Street North
 - 9 Front Street
 - 20 Paddington Avenue
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on _____, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

First reading - _____, 2022
Second reading - _____, 2022
Third Reading - _____, 2022

Appendix "B" – Property Standards Orders

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">ER 1223209</p> <p style="font-size: 1.5em;">Mar 5/19</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s)		Block 08309	Property 0079
	(4) Nature of Document Order under the Building Code Act (PV 19-003910)			
	(5) Consideration Dollars \$			
	(6) Description SOUTH 1/2 LOT 5 REGISTERED PLAN 110 (3RD), CITY OF LONDON			
	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

(8) This Document provides as follows:
 Application to register notice of an unregistered estate, right, interest or equity. (Section 74 of the Act)

TO: The land Registrar for the land Titles Division of Middlesex East. We, the Corporation of the City of London, have an unregistered estate, right, interest or equity in:

1. The land registered in the name of [REDACTED]; in respect to the land registered as Parcel as described in Box 6 above. And hereby apply under Section 74 of the Land Titles Act for the entry of an Order to Remedy Violation of Standards of Maintenance and Occupancy pursuant to the Ontario Building Code Act.

Dated: February 25, 2019

Ron Lisabeth, Property Standards Officer
 (I have the authority to bind the Corporation) Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
The Corporation of the City of London <small>(Applicant)</small>	<small>Ron Lisabeth, Property Standards Officer (I have the authority to bind the Corporation)</small>	2019 02 25

(11) Address for Service Development & Compliance Services, City Hall, P O Box 5035, LONDON ON N6A 4L9

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
[REDACTED]		

(13) Address for Service 717 Franklin Dr., Mt. Brydges ON N0L 1W0

(14) Municipal Address of Property
 150 Adelaide St N
 LONDON ON
 N6B 3G8

(15) Document Prepared by:
 Ron Lisabeth
 Property Standards Officer
 City Hall, P O Box 5035
 LONDON, ON N6A 4L9

Fees and Tax	
Registration Fee	
Total	



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

London
CANADA

REGISTERED MAIL

January 22, 2019

File No. PV 19-003910

██████████
██████████
██████████

Municipal Address: 150 Adelaide St. N

As an owner or occupant including a person having an interest in the above-noted property, I hereby enclose an Order pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O. 1992, c.23.

Please be advised that under City of London Inspection By-law No. A-30 and the Fees & Charges By-law A-52, an inspection fee will be charged at the rate of \$110.00 per hour (minimum charge: \$110.00) for any inspection conducted following the compliance date, where any of the deficiencies listed in the schedule(s) of the Property Standards Order have not been corrected. Failure to pay for any inspection costs will result in the costs being added to the property tax roll.

Failure to comply with an Order may result in enforcement actions being taken.

If you require any information concerning this matter, please contact the undersigned at this office.

Yours truly,

Ron Lisabeth
Property Standards Officer

RL:sb
Attach.

cc: BF – February 12, 2019

██

THE CORPORATION OF THE CITY OF LONDON

ORDER

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER: PV 19-003910

DATE ISSUED: January 22, 2019

ISSUED TO:

██████████
██████████
████████████████████

MUNICIPAL ADDRESS: 150 Adelaide St. N., London ON

LEGAL DESCRIPTION: PT LOT 5 PLAN 110 REG

BE ADVISED that on **January 17, 2019** an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-16.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

You are Hereby Ordered to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **February 11, 2019**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

You are Hereby Advised that if you are not satisfied with the terms or conditions of this **ORDER**, **you may appeal** by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

TAKE NOTICE that the final day giving notice of appeal from this **ORDER** shall be **February 11, 2019**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

Failure to comply with this ORDER may result in enforcement action being taken.

DATED AT LONDON, ONTARIO, this 22nd day of January, 2019.



RON LISABETH
PROPERTY STANDARDS OFFICER

"SCHEDULE OF REPAIRS TO BE MADE"

Municipal Address

150 Adelaide St. N

File No. PV 19-003910

Date of Inspection

January 17, 2019

Owner

██████████
██████████
██████████

1) **Non-conformance:**

Broken and missing windows as well as peeling paint on front door and window frames.

By-law Section:

4.3.2 Doors, Windows - Maintained

All doors, windows, skylights and shutters, including storm and screen doors and windows shall be maintained.

4.3.3 Maintenance - Includes

Without restricting the generality of subsection 4.3.2, the maintenance includes:

(a) the refitting, replacing or renewing of damaged, decaying or defective doors, windows, frames, sashes, casings, shutters, hatchways or screens.

(b) reglazing cracked, broken or missing glass.

(c) replacing or providing defective or missing hardware.

(d) re-screening or weather stripping where such is defective or missing.

(e) painting or the applying of a similarly effective preservative.

Repair to be made:

Replace broken and missing windows and paint/seal door and window frames.

2) **Non-conformance:**

Flashing and eaves are missing or in disrepair at various areas of the roof.

By-law Section:

4.4.1 Roof/Related Roof Structure - Maintained

Every roof including related roof structures, fascias, soffits, eaves troughs, roof gutters, downpipes, guards and lightning arrestors shall be maintained.

Repair to be made:

Repair/replace flashing and eaves where missing or in disrepair.

3) **Non-conformance:**

Siding on dwelling is weather and missing paint or protective coating.

By-law Section:

4.6.1 Exterior Surfaces - Maintained

All exterior surfaces on a building shall be maintained.

Repair to be made:

Existing siding on dwelling needs to be painted or replaced.

A building permit or other form of approval may be required, it is the Owner's responsibility to obtain such permit or approval. For permit information, please contact the Building Division at 519.661.4555.

For properties with Heritage designation, or that fall within a designated Heritage area, Section 2.7 of By-law CP-16 will apply and a Heritage alteration permit may be required. Please contact a Heritage Planner at 519-661-4980 for more information.

No order made under section 15.2 of the Building Code Act in respect of a Part IV heritage property or a Part V heritage property shall state that the site is to be cleared of all buildings or structures and left in a graded and levelled condition. That part of an order in respect of a Part IV heritage property or a Part V heritage property that states that a site is to be cleared of all buildings or structures and left in a graded and levelled condition is of no force or effect.

January 22, 2019

RL:sb

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">ER1449150</p> <p style="font-size: 1.5em; font-weight: bold;">March 25/22</p> <p>New Property Identifiers</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s)		Block Property	Additional: See Schedule <input type="checkbox"/>
			08374 0170 (LT)	
	(4) Nature of Document			
	Order under the Building Code Act (PV 22-010224)			
	(5) Consideration			
Dollars \$				
(6) Description				
LT 2, PL 92 (4TH); LONDON				
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	

(8) This Document provides as follows:

Application to register notice of an unregistered estate, right, interest or equity. (Section 74 of the Act)

TO: The land Registrar for the land Titles Division of Middlesex East. We, the Corporation of the City of London, have an unregistered estate, right, interest or equity in:

1. The land registered in the name of Farmor Holdings Inc in respect to the land registered as Parcel as described in Box 6 above. And hereby apply under Section 74 of the Land Titles Act for the entry of an Order to Remedy Violation of Standards of Maintenance and Occupancy pursuant to the Ontario Building Code Act.

Dated: March 18, 2022

 Katie Nigh, Property Standards Officer
 (I have the authority to bind the Corporation)

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
The Corporation of the City of London <small>(Applicant)</small>	 Katie Nigh, Property Standards Officer <small>(I have the authority to bind the Corporation)</small>	2022 03 18

(11) Address for Service: Development & Compliance Services, City Hall, P O Box 5035, LONDON ON N6A 4L9

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
Farmor Holdings Inc		

(13) Address for Service: [REDACTED], London ON N6C 6A7

(14) Municipal Address of Property

9 Front St
LONDON ON

(15) Document Prepared by:

Katie Nigh
Property Standards Officer
City Hall, P O Box 5035
LONDON, ON N6A 4L9

Fees and Tax	
Registration Fee	
Total	



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

London
CANADA

REGISTERED MAIL

February 24, 2022

File No. PV 22-010224

Farmor Holdings Inc
[REDACTED]

LONDON ON N6C 6A7

Municipal Address: 9 Front St

As an owner or occupant including a person having an interest in the above-noted property, I hereby enclose an Order pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O. 1992, c.23.

Please be advised that under City of London Inspection By-law No. A-30 and the Fees & Charges By-law A-56, an inspection fee will be charged at the rate of \$125.00 per hour (minimum charge: \$125.00) for any inspection conducted following the compliance date, where any of the deficiencies listed in the schedule(s) of the Property Standards Order have not been corrected. Failure to pay for any inspection costs will result in the costs being added to the property tax roll.

Failure to comply with an Order may result in enforcement actions being taken.

If you require any information concerning this matter, please contact the undersigned at this office.

Yours truly,

Katie Nigh
Property Standards Officer

KN:sb
Attach.

cc: BF – March 15, 2022

Y:\Shared\building\PropStd.Section\Orders\2022\Nigh\front9.PS Order Ltr.doc

THE CORPORATION OF THE CITY OF LONDON

ORDER

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O.1992, c.23

ORDER NUMBER: PV 22-010224
DATE ISSUED: February 24, 2022
ISSUED TO: Farmor Holdings Inc
[REDACTED]
LONDON ON N6C 6A7
MUNICIPAL ADDRESS: 9 Front St., London ON
LEGAL DESCRIPTION: PLAN 92 LOT 2 IRREG AC 50.00FR D

BE ADVISED that on **February 22, 2022**, an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-24.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

You are Hereby Ordered to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **March 15, 2022**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

You are Hereby Advised that if you are not satisfied with the terms or conditions of this **ORDER**, **you may appeal** by sending a notice of appeal by registered mail to the Secretary of the Property Standards Committee, c/o Development & Compliance Services, City Hall, P.O. Box 5035, London, Ontario, N6A 4L9. **Appeal fee for property standards notice is \$150.00.**

TAKE NOTICE that the final day giving notice of appeal from this **ORDER** shall be **March 15, 2022**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

Failure to comply with this ORDER may result in enforcement action being taken.

DATED AT LONDON, ONTARIO, this 24th day of February, 2022.



KATIE NIGH
PROPERTY STANDARDS OFFICER

"SCHEDULE OF REPAIRS TO BE MADE"

Municipal Address

9 Front

File No. PV 22-010224

Date of Inspection

February 22, 2022

Owner

Farmor Holdings Inc

██████████
LONDON ON N6C 6A7

1) **Non-conformance:**

Windows and door boarded up or in disrepair.

Bylaw Section:

4.3.2 Doors, Windows – Maintained

All doors, windows, skylights and shutters, including storm and screen doors and windows shall be maintained.

4.3.3 Maintenance – Includes

Without restricting the generality of subsection 4.3.2, the maintenance includes:

(a) the refitting, replacing or renewing of damaged, decaying or defective doors, windows, frames, sashes, casings, shutters, hatchways or screens.

(b) reglazing cracked, broken or missing glass.

(c) replacing or providing defective or missing hardware.

(d) re-screening or weatherstripping where such is defective or missing.

(e) painting or the applying of a similarly effective preservative.

Repair to be Made:

Repair and maintain windows, doors, frames, etc as required in accordance with City of London Property Standards Bylaw CP-24.

2) **Non-conformance:**

Exterior surfaces and finishes in disrepair.

Bylaw Section:

4.6 Exterior Surfaces

4.6.1 Exterior Surfaces – Maintained

All exterior surfaces on a building shall be maintained.

4.6.2 Remove – Stains – Defacement

Appropriate measures shall be taken to remove any stains or other defacement occurring on the exposed finished exterior surfaces and, where necessary, to restore the surface and adjacent areas to, as near as possible, their appearance before the staining or defacement occurred.

4.6.3 Temporary Barricades – Finish Compatible

Exterior surfaces of materials used for the temporary barricading of openings to the interior of a building shall be surfaced with a finish compatible with the surrounding finishes.

Repair to be Made:

Repair and maintain exterior finishes as required in accordance with City of London Property Standards Bylaw CP-24.

"SCHEDULE OF REPAIRS TO BE MADE – PAGE 2"

Municipal Address

9 Front

File No. PV 22-010224

Date of Inspection

February 22, 2022

Owner

Farmor Holdings Inc
[REDACTED]
LONDON ON N6C 6A7

3) **Non-conformance:**

Foundation and walls not maintained.

Bylaw Section:

4.2 Foundation, Walls, Columns, Beams, Floor and Roof Slabs

4.2.1 Foundations, Walls – Maintained

The foundations, walls, columns, beams, floor, and roof slabs of a building including ancillary structures such as parking garages shall be maintained.

4.2.2 Maintenance – Includes

Without restricting the generality of subsection 4.2.1 the maintenance may include:

- a) extension of the wall foundations below grade or regrading to provide adequate frost cover.
- b) installing subsoil drains where such would be beneficial.
- c) repairing or replacing decayed, damaged, or weakened sills, piers, posts or other supports.
- d) grouting, waterproofing, cladding or replacing as necessary so as to be weather tight.
- e) the replacement, cladding or treatment with other methods to restore the wall to its original or acceptable equivalent appearance.
- f) the applying of acceptable materials to preserve all wood, metal work or other materials not inherently resistant to weathering or wear;
- (g) the restoring, or replacing of:
 - g) the foundations, walls, columns, beams, floor, and roof slabs; and
 - h) components, cladding, finishes, and trims forming a part thereof.
- i) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the building.
- j) removing or replacing loose or unsecured objects and materials.

Repair to be Made:

Repair and maintain foundation and walls as required in accordance with City of London Property Standards Bylaw CP-24.

For properties with Heritage designation, or that fall within a designated Heritage area, Section 2.7 of By-law CP-24 will apply and a Heritage alteration permit may be required. Please contact a Heritage Planner at 519-661-4980 for more information.

No order made under section 15.2 of the Building Code Act in respect of a Part IV heritage property or a Part V heritage property shall state that the site is to be cleared of all buildings or structures and left in a graded and levelled condition. That part of an order in respect of a Part IV heritage property or a Part V heritage property that states that a site is to be cleared of all buildings or structures and left in a graded and levelled condition is of no force or effect.



Document General

Form 4 -- Land Registration Reform Act

D

FOR OFFICE USE ONLY	(1) Registry <input type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of _____ pages
	(3) Property Identifier(s) Block: 08396 Property: 0063 (LT)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document Order under the Building Code Act (PV 22-010227)	
	(5) Consideration Dollars \$ _____	
	(6) Description LT 143, PL 488; LONDON/WESTMINSTER	
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	

ER1449151

March 25/22

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(8) This Document provides as follows:

Application to register notice of an unregistered estate, right, interest or equity. (Section 74 of the Act)

TO: The land Registrar for the land Titles Division of Middlesex East. We, the Corporation of the City of London, have an unregistered estate, right, interest or equity in:

1. The land registered in the name of [REDACTED] in respect to the land registered as Parcel as described in Box 6 above. And hereby apply under Section 74 of the Land Titles Act for the entry of an Order to Remedy Violation of Standards of Maintenance and Occupancy pursuant to the Ontario Building Code Act.

Dated: March 17, 2022

Mat Rivest, Property Standards Officer
(I have the authority to bind the Corporation)

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
The Corporation of the City of London (Applicant)	 Mat Rivest, Property Standards Officer (I have the authority to bind the Corporation)	2022/03/17

(11) Address for Service Development & Compliance Services, City Hall, P O Box 5035, LONDON ON N6A 4L9

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
[REDACTED]		
[REDACTED]		

(13) Address for Service [REDACTED], London ON N6J 2S1

FOR OFFICE USE ONLY	(14) Municipal Address of Property 20 Paddington Ave LONDON ON N6J 2S1	(15) Document Prepared by: Mat Rivest Property Standards Officer City Hall, P O Box 5035 LONDON, ON N6A 4L9	Fees and Tax	
			Registration Fee	
			Total	



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

London
CANADA

REGISTERED MAIL

February 23, 2022

File No. PV 22-010227

██████████
██████████
██████████
LONDON ON N6J 2S1

Municipal Address: 20 Paddington Ave

As an owner or occupant including a person having an interest in the above-noted property, I hereby enclose an Order pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O. 1992, c.23.

Please be advised that under City of London Inspection By-law No. A-30 and the Fees & Charges By-law A-56, an inspection fee will be charged at the rate of \$125.00 per hour (minimum charge: \$125.00) for any inspection conducted following the compliance date, where any of the deficiencies listed in the schedule(s) of the Property Standards Order have not been corrected. Failure to pay for any inspection costs will result in the costs being added to the property tax roll.

Failure to comply with an Order may result in enforcement actions being taken.

If you require any information concerning this matter, please contact the undersigned at this office.

Yours truly,

Mathew Rivest
Property Standards Officer

MR:sb
Attach.

cc: BF – March 14, 2022

Y:\Shared\building\PropStnd.Section\Orders\2022\Rivest\paddington20.PS Order Ltr.docx

THE CORPORATION OF THE CITY OF LONDON

ORDER

Issued Pursuant to Subsection 15.2(2) of the Ontario Building Code Act, S.O. 1992, c.23

ORDER NUMBER: PV 22-010227

DATE ISSUED: February 23, 2022

ISSUED TO: [REDACTED]
[REDACTED]
[REDACTED]
LONDON ON N6J 2S1

MUNICIPAL ADDRESS: 20 Paddington Ave., London ON

LEGAL DESCRIPTION: PLAN 488 LOT 143 REG 0.09AC 40.00FR 98.00D

BE ADVISED that on **February 22, 2022** an inspection of the above-noted property revealed the property does not conform to the standards prescribed in The City of London Property Standards By-Law CP-24.

The particulars of the repairs to be made are set out in the "Schedule of Repairs to be Made", attached hereto, and forming part of this **ORDER**.

You are Hereby Ordered to carry out the repairs as set out in the "Schedule of Repairs to be Made" or the site is to be cleared of all buildings, structures, debris or refuse. This **ORDER** shall be complied with and the property brought into conformance with the standards prescribed in the Property Standards By-law on or before **March 14, 2022**.

Where it has been determined that the repairs or clearance as set out in this Order have not been carried out in accordance with this **ORDER** as confirmed or modified, in addition to any possible court action, The Corporation of the City of London may carry out the repairs or clearance at the owner's expense. The Corporation of the City of London shall have a lien on the land for the amount spent on the repairs or clearance and the amount shall have priority lien status as described in section 1 of the *Municipal Act, 2001*. The amount may be added to the tax roll of the property.

You are Hereby Advised that if you are not satisfied with the terms or conditions of this **ORDER**, **you may appeal** by sending a notice of appeal, including grounds for appeal and applicable fee, to the City Clerk's Office, Room 308, City Hall, PO Box 5035, London, Ontario, N6A 4L9. The Hearing fee is \$150.00, as set out in the Fees and Charges By-Law.

TAKE NOTICE that the final day to give notice of **APPEAL FROM THIS ORDER** shall be **March 14, 2022**.

In the event that no appeal is received within the above prescribed period, the **ORDER** shall be deemed to be confirmed and shall be final and binding. You are expected to comply with the terms and conditions of this **ORDER** to avoid any possible enforcement actions being taken.

Where a permit is required to carry out a repair required to comply with this Order, it is the responsibility of the owner to obtain any such permit.

Failure to comply with this ORDER may result in enforcement action being taken.

DATED AT LONDON, ONTARIO, this 23rd day of February, 2022.



MATHEW RIVEST
PROPERTY STANDARDS OFFICER

"SCHEDULE OF REPAIRS TO BE MADE"

Municipal Address

20 Paddington Ave

File No. PV 22-010227

Date of Inspection

February 22, 2022

Owner

██████████
██████████
██████████
LONDON ON N6J 2S1

1) Non-conformance:

Broken window on rear screen door. Broken window with damaged frame on rear of building.

By-law Section:

4.3.2 Doors, Windows – Maintained

All doors, windows, skylights, and shutters, including storm and screen doors and windows shall be maintained.

4.3.3 Maintenance – Includes

Without restricting the generality of subsection 4.3.2, the maintenance includes:

- a) the refitting, replacing, or renewing of damaged, decaying or defective doors, windows, frames, sashes, casings, shutters, hatchways or screens.
- b) reglazing cracked, broken or missing glass.
- c) replacing or providing defective or missing hardware.
- d) re-screening or weatherstripping where such is defective or missing.
- e) painting or the applying of a similarly effective preservative.

Repair to be made:

Repair and maintain above requirements in accordance with City of London Property Standards Bylaw CP-24.

2) Non-conformance:

Significant structural damage to roof, walls and floor from fire at rear of building.

By-law Section:

4.2.1 Foundations, Walls – Maintained

The foundations, walls, columns, beams, floor, and roof slabs of a building including ancillary structures such as parking garages shall be maintained.

4.2.2 Maintenance – Includes

Without restricting the generality of subsection 4.2.1 the maintenance may include:

- a) extension of the wall foundations below grade or regrading to provide adequate frost cover.
- b) installing subsoil drains where such would be beneficial.
- c) repairing or replacing decayed, damaged, or weakened sills, piers, posts or other supports.
- d) grouting, waterproofing, cladding or replacing as necessary so as to be weather tight.
- e) the replacement, cladding or treatment with other methods to restore the wall to its original or acceptable equivalent appearance.
- f) the applying of acceptable materials to preserve all wood, metal work or other materials not inherently resistant to weathering or wear;
- g) the restoring, or replacing of:
 - g) the foundations, walls, columns, beams, floor, and roof slabs; and
 - h) components, cladding, finishes, and trims forming a part thereof.
- i) the carrying out of such other work as may be required to overcome any existing settlement detrimental to the appearance of the building.
- j) removing or replacing loose or unsecured objects and materials.

"SCHEDULE OF REPAIRS TO BE MADE – PAGE 2"

Municipal Address

20 Paddington Ave

File No. PV 22-010227

Date of Inspection

February 22, 2022

Owner

██████████
████████████████████
████████████████████
LONDON ON N6J 2S1

4.4.1 Roof/Related Roof Structure – Maintained

Every roof including related roof structures, fascia's, soffits, eavestroughs, roof gutters, downpipes, guards, and lightning arrestors shall be maintained.

4.5.1 Floors, Stairs – Maintained

Every floor, stair, verandah, porch, deck, balcony and every appurtenance and surface finishing attached or laid thereto shall be maintained.

4.5.2 Maintenance – Includes

Without restricting the generality of subsection 4.5.1, the maintenance includes:

repairing or replacing floors, treads and risers, including finishes such as linoleum and carpet that contain depressions, protrusions or are broken, torn, warped, loose or otherwise defective;

- a) renewing or strengthening structural members that are rotted, deteriorated or loose;
- b) repainting or the re-applying of other equivalent preservative, if required.

4.6.1 Exterior Surfaces – Maintained

All exterior surfaces on a building shall be maintained.

Repair to be made:

Repair and maintain above requirements in accordance with City of London Property Standards Bylaw CP-24.

For properties with Heritage designation, or that fall within a designated Heritage area, Section 2.7 of By-law CP-24 will apply and a Heritage alteration permit may be required. Please contact a Heritage Planner at 519-661-4980 for more information.

No order made under section 15.2 of the Building Code Act in respect of a Part IV heritage property or a Part V heritage property shall state that the site is to be cleared of all buildings or structures and left in a graded and levelled condition. That part of an order in respect of a Part IV heritage property or a Part V heritage property that states that a site is to be cleared of all buildings or structures and left in a graded and levelled condition is of no force or effect.

February 23, 2022
MR:sb

Report to Community and Protective Services Committee

To: Chair and Members,
Community and Protective Services Committee Meeting

From: Scott Mathers, Deputy City Manager, Planning and Economic Development

Subject: Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement

Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, that the following actions Be Taken:

- 1) The attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting to be held on June 14, 2022 to:
 - (a) **AUTHORIZE** and **APPROVE** an Amending Agreement between The Corporation of the City of London and Her Majesty the Queen in right of Ontario as represented by The Ministry of Municipal Affairs and Housing substantially in the form attached as (Schedule “A” to the by-law) and satisfactory to the City Solicitor, for the purpose of approving the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative and Ontario Priorities Housing Initiative;
 - (b) **AUTHORIZE** the Mayor and the City Clerk to execute the Agreement authorized and approved in part a), above; and
 - (c) **AUTHORIZE** the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute such further and other documents, including an Investment Plan and agreements, that may be required in furtherance of this Agreement.

Executive Summary

On April 27, 2022, The Ministry of Municipal Affairs and Housing confirmed the City of London Service Manager’s COCHI and OPHI 2022-23 funding allocations. As a result, the City of London will receive a COCHI allocation of \$2,862,452 and OPHI allocation of \$2,887,700.

This report provides an overview of the proposed Investment Plan allocations to support the 2022-23 housing program activities.

Linkage to the Corporate Strategic Plan

2019-2023 Strategic Plan for the City of London

Administering the Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Amending Agreement links to the Corporate Strategic Plan’s key area of focus of Strengthening Our Community, specifically:

- Increase Affordable and Quality of Housing Options; and
- Reduce the Number of Individuals and Families Experiencing Chronic Homelessness or At Risk of Becoming Homeless

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

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

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Community & Protective Services Committee – August 31, 2021 – Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement
- Community & Protective Services Committee – June 17, 2019 – Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Agreement

2.0 Discussion and Considerations

2.1 Purpose

The City of London, as the Service Manager for London and Middlesex County, has received our COCHI and OPHI funding allocation for the 2022-23 period. To receive this funding, the City of London is required to enter into the Amended Transfer Payment agreement with the province and submit an Investment Plan.

2.2 Background

The Service Manager is required to develop and submit an Investment Plan that outlines how the funding allocation will be used during the 2022-23 funding period. The Investment Plan is intended to outline the broad activities to be taken, the amount of funding to be used, and the amount requested for administration.

COCHI

COCHI funding focuses on providing the opportunity for Service Managers and housing providers (including public housing) to protect tenants in projects reaching the end of their operating agreements and/or mortgage maturity and to begin stabilizing the supply of community housing through new development, repairs, renovations, and operating support.

Housing providers/projects that receive funding under the COCHI Capital Component must remain affordable for a ten (10) year period after the completion of the funded retrofit work, including a minimum of five (5) years during which it will continue to operate as a social housing provider under the *Housing Services Act, 2011*.

The components of COCHI include:

New Development and Repair

New development and capital repair project eligibility criteria to support both community housing providers and Local Housing Corporations (public housing).

Service Managers are encouraged to utilize COCHI funding for strategic capital repairs which preserve and extend the functional lifespan of the social housing supply, such as investments based on capital needs identified in current building condition audits and that help support ongoing housing provider sustainability.

Eligible repair work could include:

- Replacing and/or repairing core building systems, and sub-systems (e.g. heating and/or cooling, leaking roof systems, water issues, structural repairs, etc.); and
- Carrying out health and safety repairs (e.g., accessibility renovations).

Rent Supplements

A rent supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance.

Providing rent supplements is intended to promote housing stability for tenants who would otherwise face affordability challenges.

Transitional Operating Funding

COCHI funding may also be used as a short-term transitional operating subsidy. The expectation is that housing providers would use this funding to address immediate areas of concern with the clear objective of reaching an operational and financial status that does not require an ongoing government subsidy but could transition to a rent subsidy agreement that is not an ongoing subsidy.

OPHI

OPHI focuses on addressing local housing priorities, including affordability, repair, and new construction.

The components of OPHI include:

Rental

Project eligibility criteria includes new construction, including additions and renovations; acquisitions and rehabilitation of existing residential buildings and conversion of non-residential buildings or units into purpose-built rental buildings/units. Construction of new rental housing for Social housing redevelopment is also eligible.

Units must be modest in size and amenities relative to other housing in the community. Units are expected to be self-contained. Proponents who wish to develop congregate living buildings (rooms with shared living spaces) for supportive housing may be eligible for program funding and should provide a rationale to receive funding.

Projects must start within 120 days of signing a Municipal Contribution Agreement and municipalities are required to reduce the property tax rate for rental housing projects at a rate equivalent to or below the single residential rate for the area or provide a grant in lieu of the property tax reduction.

Homeownership

The Homeownership component aims to assist low to moderate-income renter households to purchase affordable homes by providing down payment assistance in the form of a forgivable loan.

Specific objectives are:

- To provide renter households with an opportunity to move into homeownership;
- To ease the demand for rental housing by assisting renter households to purchase affordable homes; and
- To encourage non-profit affordable homeownership developers to build affordable ownership units.

Ontario Renovates

The Ontario Renovates component provides financial assistance to renovate and/or rehabilitate affordable ownership and rental properties including community housing.

The objectives of Ontario Renovates are:

- To improve the living conditions of households in need through financial assistance to repair deficiencies in affordable ownership and rental properties including community housing;
- To foster independent living of seniors and persons with disabilities by providing financial assistance to support modifications and renovations to increase the accessibility of affordable rental and ownership properties; and
- To increase the supply of affordable rental housing by assisting to create secondary suites in existing single-family homes.

Rental Assistance

The objective of the Rental Assistance component is to address affordability issues of households in rental units across the province.

The Rental Assistance component consists of three streams:

- Rent Supplement;
- Housing Allowance Direct Delivery; and
- Housing Allowance Shared Delivery.

A Rent Supplement is a subsidy paid to the landlord on behalf of a household in need of rental assistance. A Housing Allowance is a subsidy paid directly to a household in need of rental assistance. Housing Allowance payments may be made directly to landlords where the recipient has chosen this approach and provided written direction and consent.

Housing allowances or rent supplements are intended to promote housing stability for tenants who would otherwise face affordability challenges and potential homelessness.

Housing Support Services

The objective of the Housing Support Services component is to ensure housing retention, greater self-reliance and social inclusion for tenants.

Support services are an important component for tenants who may need extra support, either temporary or permanent, to achieve housing stability. Housing stability translates in to improved health outcomes, and less reliance on other emergency services, while promoting social inclusion.

Service Managers may not exceed five percent (5%) of the three-year funding allocation for the Housing Support Services component.

Administrative Funding

Service Managers may use up to 5% of their total funding allocation to assist with the administration of the COCHI and OPHI programs as established within the Investment Plan.

Summary of Available Use of Funding

Capital Expenditures	COCHI	OPHI
New Supply	✓	✓

	<ul style="list-style-type: none"> • Community Housing New Construction • Community Housing Acquisition and/or Rehabilitation • Community Housing Conversion 	<ul style="list-style-type: none"> • Affordable Rental New Construction • Affordable Rental Acquisition and/or Rehabilitation • Affordable Rental Conversion • Social Housing • Affordable Homeownership
Repair	<ul style="list-style-type: none"> ✓ • Social Housing 	<ul style="list-style-type: none"> ✓ • Affordable Ownership Housing • Affordable Rental Housing • Social Housing
Homeownership Down Payment Assistance	✗	✓
Operating Expenditures		
Rent Supplements	✓	✓
Housing Allowances	✗	✓
Support Services	✗	✓
Transitional Operating Funding for Housing Providers	✓	✗

Investment Plan

Each Service Manager is required to develop and submit an Investment Plan that outlines how the funding allocations will be used over the 2022-23 funding period. The Ministry requires the Investment Plan to support the objectives and key outcomes of the program. The Investment Plan is intended to outline the broad activities to be taken, the amount of funding to be used, and the amount requested for administration.

Proposed Allocation of COCHI and OPHI Funding

The proposed Investment Plan focuses on responding to the housing pressures in the community and within the current housing systems. The Investment Plan allocations are designed to specifically address:

- The lack of affordable housing units;
- Supporting Social Housing Providers that are approaching their end of operating agreements or mortgage maturity;
- The need for repairs and investments in social housing;
- The need for home modifications and repair for those at risk of losing their existing homes; and
- Support services needed by individuals and families housed or waiting to be housed within Community Housing

The following represents the proposed Investment Plan to support the access to new units and housing stability initiatives:

COCHI Component	2022 - 2023
Repair	\$2,719,400
Administration (5% Max)	\$143,052
Total	\$2,862,452

OPHI Component	2022 - 2023
Rental	\$2,393,316
Ontario Renovates	\$200,000
Housing Supplements	\$150,000
Administration (5% Max)	\$144,384
Total	\$2,887,700

3.0 Financial Impact/Considerations

3.1 Funding

Funding for COCHI and OPHI is funded 100% by the Province however the COCHI program guidelines require municipal social housing expenditures, to at a minimum, match the total annual COCHI allocation provided. The municipal expenditures included in the 2020-2023 Multi-year Budget are sufficient to meet the program matching requirement resulting in no financial impact on the City's budget.

Service Managers may use up to 5% of the COCHI and OHPI funding to assist with the administration cost of the program.

Conclusion

As the Service Manager, the proposed Investment Plan will be monitored by Municipal Housing and Housing Stability Services and other stakeholders to ensure alignment with the Homeless Prevention and Housing Plan and other local plans.

Prepared by: Dave Purdy, Manager, Municipal Housing, Planning and Economic Development

Submitted by: Patrick Cooper, Director, Municipal Housing Development

Recommended by: Scott Mathers, Deputy City Manager, Planning and Economic Development

Appendix “A”

Bill No.
2022

By-law No.

A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

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

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Ontario Transfer Payment Amending Agreement substantially in the form attached as Schedule “A” to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London is approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.
3. The Deputy City Manager, Planning and Economic Development or their written designate, are severally delegated the authority to authorize and approve such further and other documents, including an Investment Plan, and including agreements, that may be required in furtherance of the Amending Agreement approved in paragraph 1 above that are consistent with the requirements contained in that Amending Agreement, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council June 14, 2022

Ed Holder
Mayor

Cathy Saunders
City Clerk

First reading – June 14, 2022
Second reading – June 14, 2022
Third reading – June 14, 2022

Appendix “A”

Bill No.
2022

By-law No.

A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

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

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

AND WHEREAS section 10 of the Municipal Act, 2001 provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

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

1. The Ontario Transfer Payment Amending Agreement substantially in the form attached as Schedule “A” to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London is approved.
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3. The Deputy City Manager, Planning and Economic Development or their written designate, are severally delegated the authority to authorize and approve such further and other documents, including an Investment Plan, and including agreements, that may be required in furtherance of the Amending Agreement approved in paragraph 1 above that are consistent with the requirements contained in that Amending Agreement, and that do not require additional funding or are provided for in the City’s current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council June 14, 2022

Ed Holder
Mayor

Cathy Saunders
City Clerk

First reading – June 14, 2022
Second reading – June 14, 2022
Third reading – June 14, 2022

Schedule "A"

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

for COCHI/OPHI

This Amending Agreement effective as of the 28th day of April, 2022

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by
the Minister of Municipal Affairs and Housing**

(“Minister”)

- and -

The Corporation of the City of London

(“Service Manager”)

BACKGROUND

1. The Minister and the Service Manager entered into an Ontario Transfer Payment Agreement for COCHI/OPHI effective as of 13 August 2019 (the **“Agreement”**) in respect of Fiscal Years 2019-2020, 2020-2021, and 2021-2022.
2. The Parties wish to extend the Agreement by one year and provide for an additional Fiscal Year in 2022-2023.
3. The Parties wish to otherwise amend the Agreement in the manner set out in this Amending Agreement.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement (the **“Amending Agreement”**) have the meanings ascribed to them in the Agreement.

2. Schedule "A" of the Agreement is amended as follows:

(a) The definition of "Fiscal Year" in section 1.1 is amended by adding the following at the end of the definition:

(d) in the case of the fourth Fiscal Year, the period commencing on April 1 following the end of the third Fiscal Year and ending on the following March 31;

(b) The definition of "TP Hub" in section 1.1 is amended by adding "or any successor transfer payment system" at the end of definition.

(c) Section 4.2 is deleted in its entirety and replaced with the following:

4.2 The Minister will advance Funds to the Service Manager as set out in the Program Guidelines. For the COCHI Operating Component, the Minister will advance Funds only up to March 31, 2023. For the COCHI Repair Component, the Minister will advance Funds only up to March 31, 2023. For the COCHI New Build Component, the Minister will advance Funds only up to March 31, 2027. For the OPHI Ontario Renovates Component, Rental Assistance Component and Supportive Housing Component, the Minister will advance Funds only up to March 31, 2023. For the OPHI Rental Component and the Homeownership Component, the Minister will advance Funds only up to March 31, 2027. Funds will not be advanced by the Minister to Service Managers after the above dates.

(d) Section 5.6 is deleted in its entirety and replaced with the following:

5.6 In the event the Service Manager's original planned commitment for COCHI Funds cannot be met, the Service Manager may request to move Funds originally planned for the Operating Component to either the Repair or New Build Components or vice versa, provided the request is submitted to the Minister by September 15, 2022.

(e) Section 21.1 is amended by deleting the phrase "personal delivery or fax" and replacing it with "or personal delivery".

(f) Section 21.2 is amended by deleting the phrase "email, personal delivery or fax" and replacing it with "email or personal delivery".

- (g) Section 21.3 is amended by deleting the phrase “email, personal delivery or by fax” and replacing it with “email or personal delivery”.
3. Schedule “B” of the Agreement is amended as follows:
- (a) The amount of Maximum Funds in respect of the Canada-Ontario Community Housing Initiative is deleted and replaced with “\$7,443,111”.
- (b) The amount of Maximum Funds in respect of the Ontario Priorities Housing Initiative is deleted and replaced with “\$12,016,600”.
- (c) The Expiration Date for the Canada-Ontario Community Housing Initiative of “March 31, 2040” is deleted and replaced with “March 31, 2054”.
- (d) The Expiration Date for the Ontario Priorities Housing Initiative of “March 31, 2053” is deleted and replaced with “March 31, 2054”.
- (e) All Fax numbers listed as contact information are deleted.
- (f) The e-mail address for the purposes of Notice to the Minister is deleted and replaced with the following:

E-mail: Sebastian.Franks@ontario.ca

4. Schedule “C” of the Agreement is amended as follows:
- (a) The definition of “Capital Component” in section 1.1 is deleted and replaced with the following:
- **“Repair Component”** means the COCHI Repair Component described in Appendix C-2 and the Program Guidelines;
- (a) The definition of “Capital Funds” in section 1.1 is deleted and replaced with the following:
- **“Repair Funds”** means Funds in respect of the COCHI Repair Component;
- (b) The following definition is added to section 1.1:
- **“New Build Component”** means the COCHI New Build Component described in Appendix C-3 and the Program Guidelines;
- (c) Section 1.2 is amended by deleting the phrase “Capital Component” and replacing it with “Repair Component”.

- (d) Section 1.2 is further amended by adding the following Appendix at the end of the list of Appendices:

Appendix C-3 – COCHI New Build Component

- (e) Section 2.1 is amended by deleting the phrase “Operating Component and the Capital Component” and replacing it with “Operating Component, Repair Component and New Build Component”.
- (f) “Appendix C-3 – COCHI New Build Component”, in the form attached to this Amending Agreement, is added as Appendix C-3 to the Schedule.

- 5. Appendix C-1 of Schedule “C” of the Agreement is amended as follows:

- (a) Section 3.2 is amended by adding the following after the first sentence:

For the fourth Fiscal Year, the Minister shall transfer Operating Funds to the Service Manager in May, July, October, and on or before March 1.

- (b) Section 5.4 is amended by deleting “March 31, 2028” and replacing it with “March 31, 2023”.

- 6. Appendix C-2 of Schedule “C” of the Agreement is amended as follows:

- (a) All references to “Capital Component” are deleted and replaced with “Repair Component”.
- (b) All references to “Capital Funds” are deleted and replaced with “Repair Funds”.
- (c) Section 5.5 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- 7. Appendix D-1 of Schedule “D” of the Agreement is amended as follows:

- (a) Section 5.2 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
- (b) Section 6.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- 8. Appendix D-2 of Schedule “D” of the Agreement is amended as follows:

- (a) Section 3.6 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (b) Section 5.4 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
 - (c) Section 5.5 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 5.8 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
 - (e) Section 9.2 is amended by deleting “February 28” and replacing it with “February 15”.
 - (f) Section 13.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (g) Section 13.5 is amended by deleting “March 31, 2026” and replacing it with “March 31, 2027”.
9. Appendix D-3 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 2.1 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer funds to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.2 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (c) Section 6.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
10. Appendix D-4 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 3.4 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer the Rental Assistance Funding to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.

- (c) Section 5.4 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 8.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
11. Appendix D-5 of Schedule “D” of the Agreement is amended as follows:
- (a) Section 3.3 is amended by adding the following at the end of the section:

For the fourth Fiscal Year, the Minister shall transfer Housing Support Services Funding to the Service Manager in May, July, October, and on or before March 1.
 - (b) Section 4.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (c) Section 5.4 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
 - (d) Section 7.1 is amended by deleting “March 31, 2022” and replacing it with “March 31, 2023”.
12. Schedule “G” of the Agreement is deleted and replaced with “Schedule ‘G’ – Program Guidelines – 2022-23” in the form attached to this Amending Agreement.
13. Schedule “H” of the Agreement is deleted and replaced with “Schedule ‘H’ – Investment Plan - 2022-23” in the form attached to this Amending Agreement.
14. This Amending Agreement shall be effective as of the date set out at the top of the Amending Agreement.
15. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Amending Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and
Housing**



Name:

Title:

Date

The Corporation of the City of London

Name:

Title:

Date

Name:

Title:

Date:

We have authority to bind the Service Manager.

APPENDIX C-3

COCHI NEW BUILD COMPONENT

1. INTERPRETATION

1.1 In this Appendix, unless the context requires otherwise,

- **“Agreement”** means the agreement between the Minister and the Service Manager to which this Appendix forms a part;
- **“Conditional Letter of Commitment”** means the letter issued by the Minister confirming approval of the Project and setting out the amount, terms and conditions of Funding allocated to the Proponent;
- **“Contribution Agreement”** means an agreement entered into by the Service Manager or another party contributing to the Project and an approved Proponent for contributions under the Program;
- **“Contributions by Others”** means cash or in-kind eligible contributions from Service Managers, municipalities, housing providers, the private sector, the voluntary sector, charities and individual donors, to be used in accordance with this Program. Contributions by Others does not include: contributions from any Government of Canada sources, including, but not limited to arrangements with CMHC; nor contributions under any program wholly or partially funded from Government of Canada sources; nor contributions which receive credit under any arrangement with CMHC or the Government of Canada outside this Agreement;
- **“Development Activities”** means those activities which are normally undertaken for the development, construction, repair, renovation, rehabilitation or conversion of buildings for residential purposes, including the acquisition of property;
- **“Funding”** means funding provided under the Program, as set out in the Program Guidelines;
- **“Funding Schedule”** means the schedule of funding setting out progress payments for the type of Project to be undertaken by a Proponent, in the form determined by the Minister;
- **“Housing”** means residential accommodation and facilities, common areas and services used directly with the residential accommodation, but may include up to thirty per cent (30%) of the total available space for non-residential purposes. Housing does not include commercial or institutional

premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;

- **“Occupancy Date”** means the date on which occupancy of all Units in a Project is permitted;
- **“Phase-out Period”** means the last five (5) year period of the Affordability Period;
- **“Program”** means the New Build Component;
- **“Project Information Form”** means the form submitted by the Service Manager to the Minister for consideration of a Project;
- **“Proponent”** means a municipality, district social services administration board, a non-profit or cooperative housing provider that has submitted a Proposal;
- **“Proposal”** means the proposal to participate in the Program, submitted to the Service Manager;
- **“Unit”** means a self-contained residential dwelling, including, without limiting the generality of the foregoing, (i) supportive rental Housing where service funding is secured from sources other than Funding provided under the Program; (ii) multi-bedroom units which are used for congregate living; and (iii) disabled/accessible units.

1.2 The following Sub-Appendices are attached to and form part of this Appendix:

Sub-Appendix C-3A - Proponent’s Initial Occupancy Report;
Sub-Appendix C-3B - Proponent’s Annual Occupancy Report;
Sub-Appendix C-3C - Rental Protocol;
Sub-Appendix C-3D - Confirmation of Construction Start.

1.3 In the event of a conflict or inconsistency between the provisions of this Appendix and the provisions of a Sub-Appendix, the provisions of this Appendix shall prevail.

1.4 All references in this Appendix to section numbers are references to sections of this Appendix unless stated otherwise.

1.5 All references in this Appendix to Sub-Appendices are references to Sub-Appendices in this Appendix, unless stated otherwise.

2. REQUIREMENTS FOR PARTICIPATING IN THE NEW BUILD COMPONENT

- 2.1 Prior to the Service Manager participating in the New Build Component:
- (a) the Service Manager shall ensure that the general property tax applicable to Units built under the Program is in accordance with the criteria set out in the Program Guidelines;
 - (b) the Service Manager shall establish initial income limits, at levels which it considers appropriate, which it shall apply as a requirement for all applicants for tenancies of Units. The Service Manager may apply annual income testing as a requirement for tenants during the term of their tenancies or upon any lease renewal or extension. The Service Manager shall periodically review such income limits and, if it considers it necessary, revise them to levels which it considers appropriate.

3. PROJECT SELECTION

- 3.1 The Service Manager shall evaluate, or shall have evaluated, each Project in accordance with the requirements of the Program Guidelines.
- 3.2 The Service Manager shall submit to the Minister a list of Council or delegated authority approved Projects with recommended Funding requirements based on the submitted Investment Plan and within the Service Manager's notional allocation.
- 3.3 In respect of each Project, the Service Manager shall submit a Project Information Form and the appropriate Funding Schedule to the Minister for approval.
- 3.4 If the Minister approves the Project, the Minister shall issue a Conditional Letter of Commitment to the Proponent and shall advise the Service Manager of the approval of the Project.
- 3.5 The Funding shall be allocated to the Projects at the discretion of the Minister.
- 3.6 The Service Manager shall advise and request approval from the Minister for any changes to the Projects which may affect the number of Units or the Funding requirements for the Service Manager and the Project.
- 3.7 The Minister may change the allocation of Funding to a Project in response to a change in the Project.
- 3.8 The Service Manager shall approve Projects in accordance with policies it has adopted respecting the procurement of goods and services, as required by the *Municipal Act, 2001*.

3.9 A Service Manager who utilizes the municipality or a municipal non-profit housing corporation to deliver Units under the Program is not required to use a procurement process to solicit the municipality or the municipal non-profit housing corporation as a Proponent, but the municipality or municipal non-profit housing corporation shall award contracts to build Units using procurement practices authorized by the Service Manager.

4. PAYMENTS BY THE MINISTER

4.1 In respect of all Projects:

(a) The Minister shall pay the Service Manager the Funding within fifteen (15) Business Days following the Minister receiving written confirmation from the Service Manager that:

(i) the Service Manager and the Proponent have signed a Contribution Agreement;

(ii) the Proponent is in compliance with the Contribution Agreement; and

(iii) the Proponent has satisfied the criteria for the payment to be made pursuant to the Funding Schedule;

(b) The Service Manager shall pay the Proponent the Funding within fifteen (15) Business Days of receiving the Funding from the Minister, provided that:

(i) the Proponent is in compliance with the Contribution Agreement;

(ii) the Proponent has satisfied the criteria for payments to be made pursuant to the Funding Schedule; and

(iii) the Proponent has complied with the requirements of the Program;

4.2 Notwithstanding section 4.1, no Funding shall be paid to the Service Manager in respect of a Project unless the Service Manager has advised the Minister that the Service Manager has entered into a Contribution Agreement with the Proponent for the Project that provides for the use, accountability and security of the Funding, and the Proponent is not in breach of the Contribution Agreement.

4.3 Notwithstanding sections 4.1 and 4.2, the Service Manager may authorize the Minister to pay Funding to a third party and the Minister shall permit such authorization.

- 4.4 Notwithstanding sections 4.1 and 4.2, the Proponent may authorize the Service Manager to pay Funding to a third party and the Service Manager shall permit such authorization.
- 4.5 All Funding for a Project shall be advanced to the Service Manager within four (4) years of the signing of the Contribution Agreement.

5. ADMINISTRATION

- 5.1 Following the approval of each Project by the Minister, the Service Manager shall arrange for an appropriate form of Contribution Agreement to be executed, and shall register appropriate security documents, prior to requesting Funding from the Minister or forwarding Funding to the Proponent.
- 5.2 A Contribution Agreement under this Appendix cannot be signed after March 31, 2023, or such earlier date as may be determined by the Minister and communicated by the Minister to the Service Manager by notice in writing.
- 5.3 The Service Manager shall monitor all Projects which have received a Funding allocation to determine whether the Proponents carry out all Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister.
- 5.4 Construction for each Project must commence within one hundred and twenty (120) days of the date of the Contribution Agreement for the Project. If construction for a Project has not commenced within one hundred and twenty (120) days of such date, the Minister may cancel the Funding for the Project, demand repayment of Funding for the Project and reallocate such Funding as the Minister deems appropriate.
- 5.5 The Service Manager shall provide the Minister with a completed Confirmation of Construction Start, in the form attached to this Appendix as Sub-Appendix C-3D, at the start of construction of each Project, within ten (10) days of the start of construction of the Project.
- 5.6 Construction for each Project must be completed within four (4) years of the date of the Contribution Agreement for the Project.
- 5.7 The Service Manager shall obtain from the Proponent and shall forward to the Minister, an audited financial statement respecting the expenditure of the Funding provided to the Proponent, within ninety (90) days or such additional time as may be determined by the Minister, following the date on which the Minister is advised by the Service Manager that the Project will not proceed or within six (6) months or such additional time as may be determined by the Minister, of the Occupancy Date.

- 5.8 In the event the Project costs in the audited financial statement or such other statement as the Minister may determine are lower than the amount on the Project Information Form, and as a result,
- (a) the Proponent is no longer in compliance with the equity requirements set out in the Program Guidelines; and/or
 - (b) the Funding represents greater than seventy-five per cent (75%) of the total capital cost per unit of the Project;

the Minister reserves the right to deduct an appropriate amount of Funding from any subsequent advance of Funding to ensure compliance with (a) and (b), or the Service Manager shall be required to refund an appropriate amount to the Minister.

- 5.9 The Service Manager shall provide the Minister by September 15, December 15, February 15 and May 30 of the fourth Fiscal Year with an updated Investment Plan, indicating the amount of Program Funding approved and the number of Program Units committed.
- 5.10 The Service Manager acknowledges that the Minister is required to report to CMHC under the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy, as amended and that, in order to fulfill the said reporting requirements, it will be relying on the materials provided to it pursuant to sections 5.9, 5.12 and 5.13.
- 5.11 The Service Manager shall, at the request of the Minister, provide the Minister with proof that occupancy of all Units in the Project is permitted.
- 5.12 Upon initial occupancy of a Project, the Service Manager shall obtain and validate from each Proponent, the Project Initial Occupancy Report, in the form attached to this Appendix as Sub-Appendix C-3A and submit it to the Minister.
- 5.13 During the period between the Occupancy Date of each Project and the end of the Phase-out Period, the Service Manager shall obtain annually from each Proponent a completed information report, in the form attached to this Appendix as Sub-Appendix C-3B and submit it to the Minister.
- 5.14 The Service Manager shall immediately inform the Minister in writing of the following matters as soon as it becomes aware of them:
- (a) a request by a Proponent to transfer responsibility for a Project to another entity;

- (b) any failure by the Proponent to carry out all the Development Activities required in the Program Guidelines or any failure to carry out such Development Activities in such manner and within such time periods as are set out in the Program Guidelines or as may be determined by the Minister;
- (c) if construction for a Project has not commenced within one hundred and twenty (120) days of the date of the Contribution Agreement;
- (d) if construction has not been completed within four (4) years of the date of the Contribution Agreement;
- (e) any breach by the Proponent of its Contribution Agreement with the Service Manager;
- (f) the Proponent becoming bankrupt or insolvent or taking the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or filing any proposal or making any assignment for the benefit of creditors or any arrangement or compromise;
- (g) the appointment of a receiver or a receiver and manager for all or a portion of a Project; and
- (h) the taking of any steps or any action or the institution of any proceedings by a Proponent or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding up or liquidation of the Proponent or its assets.

6. GENERAL

- 6.1 The New Build Component is available from the date of this Agreement until March 31, 2023.
- 6.2 The Service Manager shall enter into a Contribution Agreement with the Proponent which requires the Proponent to comply with the requirements of the Program.
- 6.3 The Service Manager acknowledges and agrees that the Rental Protocol set out in Sub-Appendix C-3C applies to all Projects by virtue of the contractual terms of this Agreement. The Service Manager further acknowledges and agrees that, regardless of whether the rent increase guideline applies to Projects under the *Residential Tenancies Act, 2006*, or any successor legislation, the rent increase guideline applies by virtue of the contractual terms of the Agreement. The Service Manager shall ensure that the Proponent agrees in writing that the Rental Protocol applies to its Project.

- 6.4 The headings and subheadings contained in this Appendix are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Appendix or form part of this Appendix.
- 6.5 If the Parties have previously entered into administration agreement(s) respecting prior Rental Housing Component(s) of the Affordable Housing Program, the Investment in Affordable Housing Program 2011-2014, the Investment in Affordable Housing (2014 Extension), or the 2016 Social Infrastructure Fund, the Parties acknowledge and agree that the provisions of such agreement continue in full force and effect notwithstanding that no further funding is being provided by the Minister to the Service Manager under that agreement and notwithstanding that the Parties have entered into this Agreement in respect of new funding.

SUB-APPENDIX C-3A

PROPONENT'S INITIAL OCCUPANCY REPORT

COCHI – New Build Component

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

RS: Rent Supplements

SS: Support Services

C. Depth of Affordability: Rents at Occupancy

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.

2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D)÷Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E)÷Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

D. Source of Alternate AMR (if an alternate AMR is being used)

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3B

PROPONENT'S ANNUAL OCCUPANCY REPORT

COCHI New Build Component
For the Year Ended December 31, 20XX

A. Project Information

Reference No.	
Project Name	
Project Address	
Proponent Name	
Occupancy Date	
Contribution Agreement Expiry Date	

B. Unit Details

Target Client	Unit Type	Household Type	COCHI Units (A)	# of RS	# of SS	Non-COCHI Units (B)	Total Units (A+B)
	Bachelor						
	1 BR						
	2 BR						
	3 BR						
	Others (specify)						
	Total						

Notes:

RS: Rent Supplements

SS: Support Services

C. Actual Rents at Year End

Unit Type	COCHI Funded Units	Previous Year 20XX		Current Year 20XX			Rationale (If D>B)
		Actual Rent per Unit per Month (A)	RTA Permitted Increase per Unit per Month X % (specify) (B)	Actual Rent per Unit per Month (C)	Rent Increase (D) = (C)-(A)	(E) CMHC or Alternate AMR	
Bachelor							
1 BR							
2 BR							
3 BR							
4 BR							
Other (specify)							
TOTAL							

D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
TOTAL						

Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

Weighted Average Rents	Project Weighted Average Rent Total of (D) ÷ Total of (A) =	CMHC or Alternate Weighted Average Rent Total of (E) ÷ Total of (A) =
Depth of Affordability	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

**Not
e:
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rdability cannot be greater than 80% of CMHC AMR or Alternate without the approval of the Service Manager.

E. Rationale (if Depth of Affordability is greater than 80% of CMHC AMR (or Alternate))

F. Project Certification

I certify, to the best of my knowledge, that the information provided in Sections B and C above is true and correct. I hereby authorize the _____ [insert name of Service Manager] to review the rent roll from appropriate sources(s) if deemed necessary.

Signature

Date

Print Name

Position

Submitted by _____ [insert name of Service Manager]

Signature

Date

Print Name

Position

SUB-APPENDIX C-3C

RENTAL PROTOCOL

1. DEFINITIONS

- 1.1 In this Sub-Appendix C-3C, unless the context requires otherwise,
- **“Affordability Period”** means the minimum twenty (20) year period following the date of the first (1st) occupancy of a Unit in the Project;
 - **“Agreement”** means the Agreement to which this Sub-Appendix C-3C is attached;
 - **“Average Market Rents”** means the average rent figures, based on geographical areas and classified by bedroom count, as determined annually in the CMHC Average Market Rent Survey;
 - **“Phase-out Period”** means the last five (5) year period of the “Affordability Period”, and

when used in this Sub-Appendix C-3C, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

- 1.2 The definitions in the Agreement shall apply to this Sub-Appendix C-3C, in addition to the definitions contained in section 1.1 above.
- 1.3 All references to section numbers in this Sub-Appendix are references to sections of the Sub-Appendix, unless otherwise explicitly stated.

2. AFFORDABLE RENT

- 2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Sub-Appendix C-3C nor increase any rent charged for a Unit except as permitted in this Sub-Appendix C-3C.

3. RENTS

- 3.1 In no event shall,

- (a) the weighted average rent of all Units in a Project for which Program Funding has been utilized exceed eighty per cent (80%) of CMHC Average Market Rents in the geographical area, as determined in the most recent CMHC Annual Rental Market Survey;
- (b) rent for any Unit exceed one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area.

3.2 Notwithstanding 3.1(a),

- (a) in the event that eighty per cent (80%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program, the weighted average rent of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and five per cent (105%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

3.3 Notwithstanding 3.1(b),

- (a) in the event that one hundred per cent (100%) of the CMHC Average Market Rent for units of a similar type in the geographical area is less than one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program, the rents of all Units in a Project for which Program Funding has been utilized shall not exceed one hundred and thirty per cent (130%) of the modified shelter allowance under the Ontario Works program for units of a similar type;
- (b) in the event that CMHC Average Market Rent data is not available for specific unit types in the geographical area, or where CMHC Average Market Rent does not represent the average market rents of a particular community, alternate rents may be submitted by the Service Manager for review and approval by the Minister.

3.4 If rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that the total rent received by a Proponent, including rent from the tenant and the rent supplement, shall be subject to 3.1(b) and 3.3.

- 3.5 If federal and/or provincially funded rent supplements are used for COCHI funded New Build Units, the Service Manager shall ensure that when calculating the weighted average rent for a Project, the total rent received by a Proponent, including rent from the tenants and the federal and/or provincially funded rent supplement shall be considered.

4. RENT INCREASES

- 4.1 The Proponent may increase the rent charged under section 3.1 with respect to a Unit only if at least twelve (12) months have elapsed,
- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
 - (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.
- 4.2 Subject to section 4.3, the Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges and agrees that, regardless of whether the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation applies to the Project, the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Sub-Appendix C-3C.
- 4.3 From the beginning of the eleventh (11th) year of the Affordability Period until the end of the Affordability Period, in addition to the increase permitted by section 4.2, the Proponent may, subject to any requirements of the Residential Tenancies Act, 2006 or any successor legislation, apply to the Service Manager to increase Unit rents to an amount not to exceed CMHC Average Market Rent for units of a similar type in the geographical area, or alternate rents approved by the Minister.

5. PHASE-OUT PERIOD

- 5.1 During the Phase-out Period, the Proponent shall not increase the rent charged to *in-situ* tenants of Units by more than the rent guideline increase permitted under section 4.2 and any additional increase that may be approved under section 4.3.
- 5.2 Upon a Unit becoming vacant during the Phase-out Period, the Proponent may rent the Unit to a new tenant at any rent agreed to by the Proponent and the new tenant.

6. EXCEPTION

- 6.1 Subject to the provisions of the *Residential Tenancies Act, 2006* or any successor legislation, and notwithstanding the provisions of this Sub-Appendix C-3C respecting rent increases prior to and during the Phase-out Period, where a Service Manager implements income verification of tenants following the initial occupancy of a Unit, a Service Manager may increase the rent for a Unit by more than the rent increase guideline under the *Residential Tenancies Act, 2006* or any successor legislation, provided that the rent for the Unit does not exceed the CMHC Average Market Rent for units of a similar type for that year and provided that the weighted average rent for the funded Units in a Project does not exceed the permitted rents for the Project.

7. AFTER PHASE-OUT PERIOD

- 7.1 After the end of the Phase-out Period, the Proponent shall be permitted to rent Units in the Project to new tenants at rents agreed to by the Proponent and the new tenants.

SUB-APPENDIX C-3D

CONFIRMATION OF CONSTRUCTION START

COCHI- New Build Component

This is to confirm that the _____ project in the _____
[SM name] commenced construction on _____ [date].

The start of construction for this project is within one hundred twenty (120) days
of the date of the project's Contribution Agreement, which was signed on
_____ [CA date].

I declare that the above information is true and complete.

Signature

Name and Title of Service Manager/Authorized Signing Officer

Dated at _____ this _____ day of _____, 20____

SCHEDULE "G"

PROGRAM GUIDELINES – 2022-23

SCHEDULE "H"

INVESTMENT PLAN – 2022-23



Neighbourhood Legal Services

LONDON AND MIDDLESEX

May 27, 2022

Community and Protective Services Committee
City of London
300 Dufferin Ave
London, ON N6B 1Z2

By email cpsc@london.ca

Re: May 31, 2022 Agenda Item – Canada Ontario Community Housing Initiative Housing (COCHI) and Ontario Priorities Housing Initiative (OPHI)

Dear Committee Members:

Neighbourhood Legal Services is a poverty law clinic assisting low income Ontarians who reside in London and Middlesex County with legal issues in the areas of social assistance, landlord/tenant and precarious employment. As such, we are highly aware of the difficulties that low income Ontarians encounter.

We assist tenants who are facing eviction at the Landlord and Tenant Board. Over the last year our clinic has seen a large increase in evictions for reasons of “own use”, conversion of property, and for renovations (sometimes called “renovictions”). In most cases, these landlords are acting in questionable faith in an attempt to simply raise rent for the new tenants, or to sell the property for new investors who will raise the rent to new tenants.

Although the Residential Tenancies Act provides that tenants who move out for renovations have a right of first refusal to move back in at the same rent, many of these landlords change the layout of the units just enough to argue that the former unit no longer exists, thus nullifying this right.

We have been keeping anecdotal records of the N13s our office has assisted with since last fall and believe that over 400 relatively affordable units have been lost in London since last September.

These developments stem from the overheated real estate market in our City that has seen property values skyrocket and the average cost of rental housing double over the past few years, while wages have stagnated and social housing rates have barely budged in a decade.

Hundreds of tenants are losing affordable units due to these evictions. Due to the current London rental market these tenants are unable to find a new rental unit anywhere near the rent they were paying. This causes extreme financial hardship for many of these tenants and homelessness for some.

Various agencies in London that serve this community, including ourselves, have been able to assist these tenants to obtain housing supplements to cover the difference between what they can afford to pay for shelter and the actual current market cost of housing. However, the number of housing supplement spots available are extremely limited and in no way come close to meeting the need/demand for housing supplements.

We wholeheartedly support the City of London's commitment to building new affordable housing and to repair our current, dated, social housing stock. We know that this work will take time and money to complete. The problem is that we have an urgent need now for rental housing assistance now, either in the form of rent supplements or housing allowances, to keep low income Londoners from becoming homeless. Simply put; many people cannot afford to pay "market" rent in London, and when they are evicted through no fault of their own, they have no place to go. Furthermore, we know that homelessness puts an additional strain on other social and health care services in our community.

We are delighted to learn that you were notified on April 27, 2022 that the City will be receiving \$5,750,152.00 in funding from COCHI and OPHI. However, we have noted that \$5,112,716.00 will be allocated to new building and repairs and we are concerned that your proposal only devotes \$150,000 to Housing Supplements.

Another report before you today outlines that in 2021 Housing Allowances supported approximately 432 households, and that the Municipal Housing Community Housing Bridge allowances only supported 11 new households and 57 households, with additional support to 21 households as part of the Anti-Trafficking program initiative.

We are unclear as to how the new budget relates to the milestones established in 2021, but it appears to be unlikely that the increasing level of support needed can be maintained in 2022 with only \$150,000.00 devoted to it.

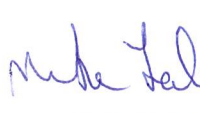
Our experience is that there is an urgent need to expand housing supports such as rent supplements and allowances. These funds are crucial right now to prevent homelessness in this city.

We understand the need to balance investing in future affordable housing and maintaining our housing stock with providing these subsidies. **We are asking that a larger portion of the program funding be allocated to housing supplements.** The need for an increase in housing supplements could not be more urgent. Many tenants are facing eviction right now and they do not have the time to wait until new affordable units are built.

Thank you for your anticipated review of our request.

Yours truly,


Kristie Pagnello
Executive Director


Mike Laliberte
Staff Lawyer


Theresa Kiefer
Housing Support Worker

Report to Community and Protective Services Committee

To: Chair and Members,
Community and Protective Services Committee Meeting
From: Scott Mathers, MPA, P. Eng, Deputy City Manager, Planning and
Economic Development
Subject: Housing Stability for All Plan 2021 Update
Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, and with the concurrence of the Deputy City Manager, Social and Health Development, that this report **BE RECEIVED** for information purposes and that the following actions **BE TAKEN** with respect to this report;

- a) Civic Administration **BE DIRECTED** to submit the Housing Stability for All Plan (HSAP) 2021 Update to the Ontario Ministry of Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA);
- b) Civic Administration **BE DIRECTED** to circulate this report to stakeholders, agencies, and community groups including, but not limited to, Middlesex County, and the London Homeless Coalition; and,
- c) Civic Administration **BE DIRECTED** to circulate this report to the Strategic Priorities and Policy Committee to form part of the Housing Development Corporation, London's (HDC's) 2021 annual report to the Shareholder.

Executive Summary

This report on the Housing Stability for All Plan 2021 update and appendices is the second annual report and provides the following:

- An overview of the 2021 housing environment in London, attached as Appendix A;
- An update on the second year of action under the Housing Stability for All Plan (HSAP) for the calendar year of 2021 attached as Appendix B, including metrics and the status of the initiatives and plans attached as Appendix C;
- Updates from HDC that will form part of the 2021 report to Council as Sole Shareholder of HDC including details related to project initiatives associated with the creation of new affordable housing stock.

This report will be submitted to the Ontario Ministry of Municipal Affairs and Housing (MMAH) as an annual update to the local homeless prevention and housing plan required under the Housing Services Act (HSA), 2011 from the City of London, as the designated Service Manager.

Updates in this report are specific to the HSAP and align with the City of London's Multi-Year Strategy, noting that the metrics and reporting periods for City Strategic Plans may vary.

Linkage to the Corporate Strategic Plan

Housing Stability for All: [Housing Stability Action Plan \(HSAP\)](#) for the City of London (2019) aligns with the strategic areas of focus in the 2019-2023 City of London Strategic Plan.

Strategies identified under the Strengthening Our Community strategic area of focus include:

- Establish and revitalize community housing through a Regeneration Plan;
- Increase supportive and specialized housing options for households experiencing chronic homelessness;
- Strengthen the support for individuals and families in need of affordable housing;
- Utilize innovative regulations and investment to facilitate affordable housing development;
- Create more purpose-built, sustainable, affordable housing stock in London;
- Implement coordinated access to mental health and addictions services and supports;
- Improve emergency shelter diversion and rapid re-housing practices; and
- Strengthen and support the mental health and addictions system.

Maintaining or increasing the number of shelter beds available to abused women and their children, and to homeless women and girls is a strategy identified to Create a Safe London for Women and Girls. This strategy notes that full implementation of a Housing First policy is to be contingent on availability of immediate access to safe, affordable housing.

Analysis

1.0 Background Information

Previous Reports Related to this Matter

- [End of Mortgage \(EOM\) and End of Operating Agreement \(EOA\) Impacts and Analysis](#) (CPSC: February 1, 2022)
- [Homeless Prevention Covid 19 Response Extension \(and other Canada Ontario Housing funding extensions provided through the Province of Ontario\)](#) (CPSC: Aug 31, 2021)
- Housing Stability for All Plan - Mid-Year Update (CPSC: Sept 21, 2021)
- [Housing Stability for All Plan 2020 Update](#) (CPSC: May 11, 2021)
- [Homeless Prevention - COVID-19 Response](#) (CPSC: March 30, 2021)
- [Letter of Mayor Holder to CPSC Re: 3000 Unit Challenge](#) (CPSC: March 30, 2021)
- [Transition Plan Progress Report – Housing Development Corporation, London HDC](#) (SPPC: March 9, 2020)
- [Governance Functional Review - Housing Development Corporation, London \(HDC\)](#) (Council: January 12, 2021)
- [Municipal Council Approval of the Housing Stability Plan 2019 to 2024](#) (CPSC: December 3, 2020)
- [Update on Urgent Transitional and Modular Supported Housing Development Report on July 15, 2020](#) (CPSC: December 15, 2020)
- [Homeless Prevention COVID-19 Response](#) (CPSC: October 6, 2020)
- [Housing Quarterly Report](#) (CPSC: October 6, 2020)
- [Housing Quarterly Report](#) (CPSC: July 15, 2020)
- [Housing Development Corporation, London Annual Shareholder Report](#) (SPPC: June 9, 2020)
- [Homeless Prevention COVID-19 Response and Funding Overview](#) (CPSC: April 28, 2020)
- [Canada's COVID-19 Economic Response Plan Funding Agreement](#) (CPSC: April 28, 2020)
- [Municipal Council Approval of the Housing Stability Plan 2019 to 2024...](#) (CPSC: December 3, 2019)
- [City of London Housing Services Review: Proposed Action Plan](#) (SPPC: September 16th, 2019)
- [Homeless Prevention and Housing Plan 5 Year Review and Update](#) (CPSC: June 17, 2019)

2.0 Discussion and Considerations

2.1 Overview of Housing Stability Action Plan

The HSAP¹ is a strategic framework guiding activities across the municipal housing system in support of housing stability within London and Middlesex from 2019-2024.

The HSAP report outlines four strategic areas of focus with related priority actions and measures. The strategic areas of focus are:

- Respond to the Homeless Crisis
- Create more Housing Stock
- Provide Housing Supports
- Transform the Service System

2.2 Housing Stability and Local Data

Prior to the onset of the COVID-19 pandemic, the HSAP report highlighted that London was experiencing a housing crisis related to the lack of affordable stock available to a growing population of persons living in “core housing need” (households who pay 50% or more of income on shelter costs), unstable housing conditions, or experiencing a housing/homelessness crisis.

Due to ongoing increased cost of housing, fewer higher income renters are able to transition into homeownership meaning these individuals stay in the rental market longer, increasing rental demand for more expensive units. This causes the higher income earners to occupy less expensive units, thus taking more affordable units away from lower income earners.

The lower end of the rental market shows that renters in the lowest income quintile must rent at more expensive rates due to a lack of supply available within their affordability price range.

The attached Appendix A to this report provides an overview of the ongoing changes occurring within the London housing market and the impact of these on housing affordability, availability, and housing stability in London.

Civic Administration acknowledges the support of Musawer Muhtaj Senior Analyst, Economics at Canada Mortgage and Housing Corporation (CMHC) for information related to London’s housing market, as provided in the attached Appendix A.

2.3 Implementation of the HSAP

In 2021, there was a significant movement on the actions in the HSAP. Civic administration worked closely across internal teams and with community partners to implement programs and projects aimed at housing stability.

Up to this reporting period, approximately 80% of the actions progressed or were completed. A breakdown of the status for the total 118 actions in the HSAP plan in this period are:

- 71 (or 60%) actions are completed and ongoing
- 23 (or 20%) actions are in progress
- 24 (or 20%) actions have been identified with future targets

Details about the HSAP actions under the four strategic areas of focus and outcomes are included in the Appendix, including updates in Appendix B and a list of actions underway attached as Appendix C.

¹ <https://www.london.ca/residents/Housing/Housing-Management/Documents/2020-01-24%20181029038-COL-Homeless-Prevention-And-Housing-Plan-Report-EMAIL-WEB.PDF>

3.0 Financial Impact/Considerations

There are no financial impacts at this time.

4.0 Key Issues and Considerations

4.1 2022 HSAP Priorities and *Roadmap to 3,000*

The “*Roadmap to 3,000 Affordable Units*” (*Roadmap*), reflects program and service options that together are anticipated to achieve the Council endorsed target of 3,000 new affordable housing units by 2026. The *Roadmap* is principally focused on actions that can be advanced more quickly but also be part of a sustainable local affordable housing plan.

The *Roadmap* proposes a variety of tools, plans, investments, and approaches. All recommendations are available and able to be advanced within an Ontario municipal context, but some require engagement and advocacy of other governments and sectors.

The *Roadmap* is a local strategy that needs to be specifically aligned with the Housing Stability Action Plan. Essentially, by increasing the number of Affordable units under the *Roadmap*, the Housing Stability Action Plan can focus on increasing affordable and quality housing options for individuals and families, reducing the number of individuals and families experiencing homelessness and supporting improved access to mental health and addiction services.

Success in achieving the goals outlined in the *Roadmap* will require partnerships between third-party nonprofit housing provers, program support agencies, and the City of London. Typically, organizations that provide services to vulnerable groups struggle to keep clients living in a unit independently. Similarly, non-profit housing providers often function property managers but lack tenant support expertise. As such, the City will need to ensure partnerships are developed and maintained for the successfully tenanting of new units with targeted individuals and families coming off of the Coordinated Access List. Many of these individuals have mental health and addiction challenges.

To these ends, the City has achieved definite success through funding from Canada Mortgage and Housing Corporation’s (CMHC) Rapid Housing Initiative Round 1 (RHI 1). The construction of 122 Base Line Road will result in the City, London Middlesex Community Housing, and local support agencies partnering to ensure some of our community’s most vulnerable are housed and can access the support services required to keep them housed.

In 2022, a priority is the completion of the affordable housing development at 403 Thompson Road, which is currently under construction. This development will be similar to 122 Base Line Road, that will safely house families and individuals who otherwise would be in shelters or at risk of homelessness. Similarly, strategies identified in the HSAP will be furthered.

The formation of the Housing Enterprise Action Team (HEAT) has been established in early 2022 and will act as a cross-functional Table focused on achieving the goals in the *Roadmap*. By achieving the goals set out in the *Roadmap*, the HEAT table will also be supporting the strategies laid out in the HSAP. Further accomplishment and actions started can be found in Appendix B.

4.2 Middlesex County Update

The Middlesex County has made significant progress towards their Housing and Homeless Plan in 2021. Attached in Appendix B includes their 2021 updates and achievements under their Homeless and Housing Plan.

Conclusion

Municipal Council will continue to receive housing stability related reporting on initiatives over the coming year. Civic Administration, agencies and partners will continue to

implement the actions of the HSAP aiming to increase housing stability and affordable housing stock for individuals and families in our community.

Prepared by: **Melissa Espinoza, Manager, Housing Development**
Laura Cornish, Manager, Housing Stability Services
Dave Purdy, Manager, Municipal Housing

Submitted by: **Craig Cooper, Director, Housing Stability Services**
Patrick Cooper, Director, Municipal Housing
Development

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

Concurred by: **Kevin Dickins, Deputy City Manager, Social and**
Health Development

Appendix A: Environmental Scan – Housing Stability in London

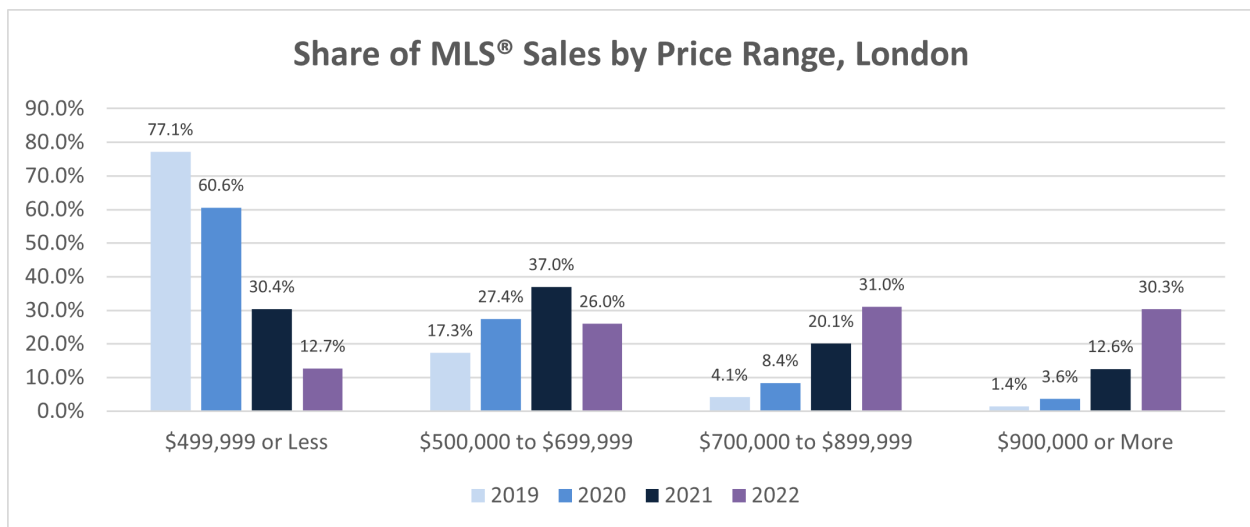
A.1 Analysis of the Local Housing Market

London's housing market has been affected significantly by trends which have been also reflected nationally. These trends reflect two distinct segments:

1. As buyers seek more space, demand has moved away from condominiums toward single-family homes. In many regions, this has:
 - aggravated the existing imbalance of demand and supply of single-family homes, and
 - resulted in rapid price growth for single-family homes.
2. Homebuyers are now preferring suburban and rural areas, partly as a result of the shift to remote work. Consequently, house prices have grown more rapidly in those areas. At present, it is difficult to gauge how long these shifts in preferences will last after the pandemic recedes.

The rapid and continued increase of prices in the housing resale market is indicative of the similar rental market rates, noting the rental market data is not monitored in the same manner.

A.2 Increasing Share of Sales for High Priced Homes



Graphic: Increasing Share of Sales of High-Priced Homes)

Sources: London and St. Thomas Association of Realtors, CMHC Calculations

Note: 2022 figures are representative of the first two months of the year

Prices have increased rapidly throughout the pandemic due to the low inventory of housing available on the market.

Sales activity by price range show that sales are disproportionately up in the high price categories. This is due to a combination of greater demand from both Toronto area buyers, who want a single-detached home at a much lower price than in their region and move-up buyers from within London. This trend has increased each year.

People whose job was unaffected by the pandemic were able to work remotely. This caused many people to re-think their housing situation, prompting greater demand for more spacious properties.

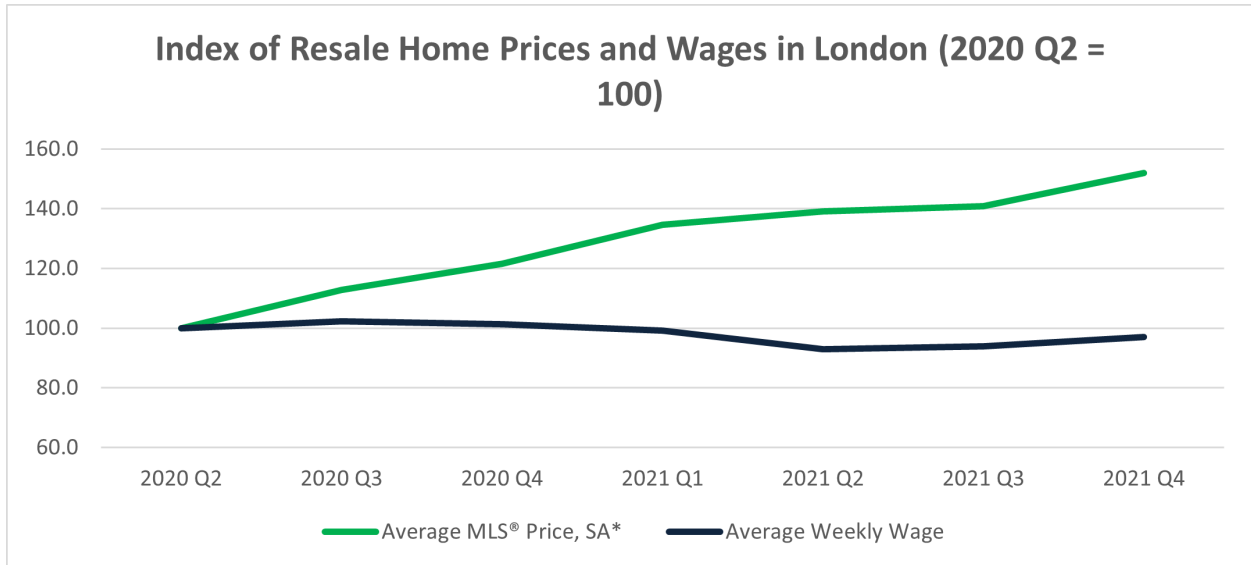
Increased demand from first time buyers and investors has allowed greater move-up buying from within London. These types of buyers would typically be buying in the \$400k-\$700k range. Incoming buyers from more expensive regions are unlikely to be behind the sales growth of mid-priced homes. They're mostly purchasing homes for \$700k+ since they have the purchasing power to afford such homes more easily.

The decrease in the share of homes sold between 500k-700k in 2022 is likely a function of the market. As the price of homes continue to be driven up, it becomes increasingly difficult to find homes within the lower price ranges.

While greater first-time buyer activity partly explains the increased sales in the 400k-700k price ranges, like what was observed last year, few of these first-time buyers are likely coming from the rental market.

A.3 Rapid Housing Price Growth Despite Stagnant Wages

A consistent message within local housing market remains around the increasing costs of housing in London in comparison to the local incomes.

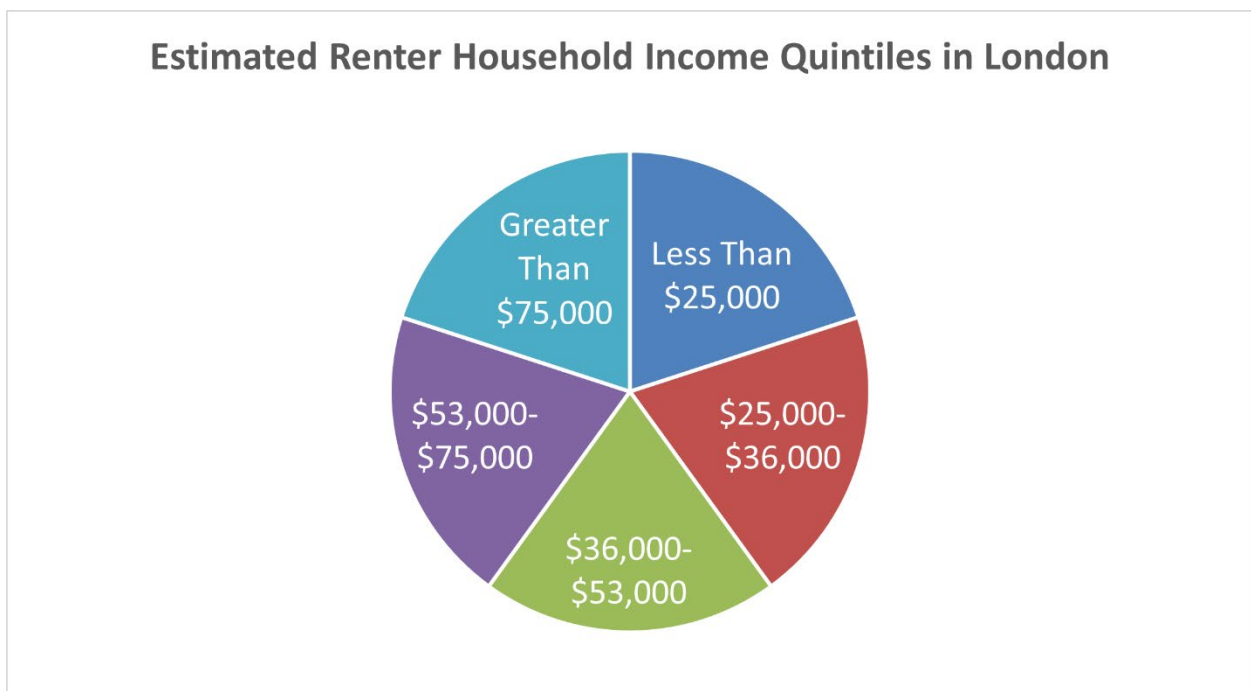


(Graphic: Rapid House Price Growth in London Despite Stagnant Wages)

Sources: CREA, Statistics Canada, CMHC Calculations

Since the second half of 2020, when the housing market effectively re-opened following the strict lockdown measures in the spring, house prices in London have risen by nearly 52%. Wages have effectively remained stagnant over that time.

The housing activity in London is well above what local economic fundamentals would support.

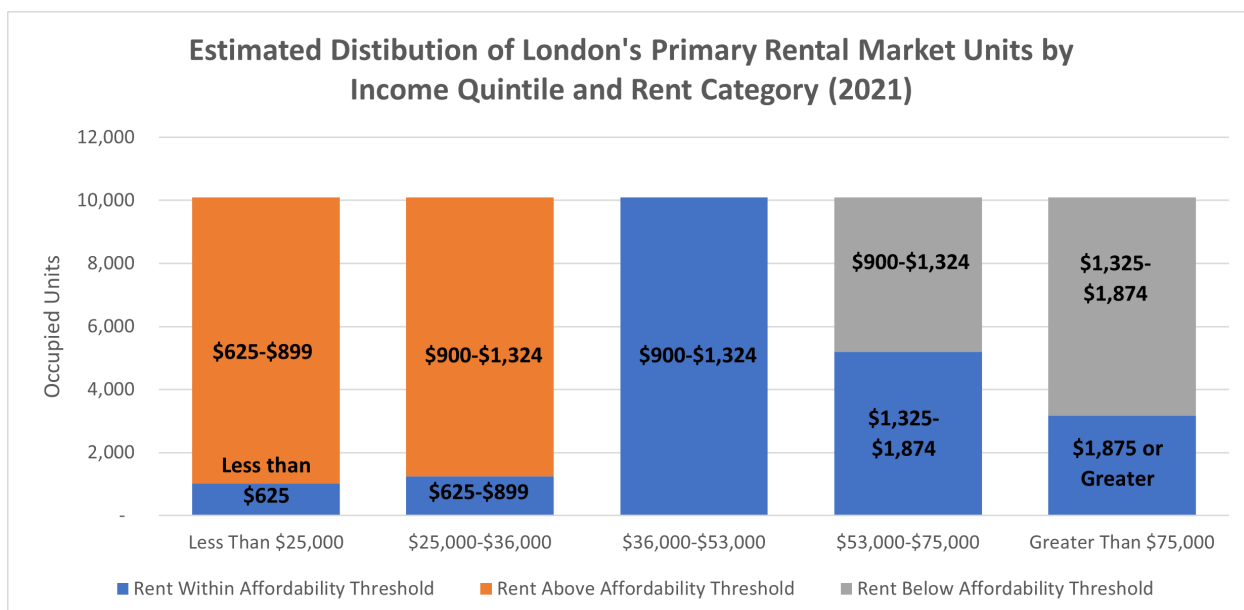


(Graphic: Rapid House Price Growth in London Despite Stagnant Wages)

Sources: Statistics Canada, CMHC Calculations

The last Census provided us with a breakdown of total renter households in London by income quintiles (5 equal size groups). The income quintiles of renters in the primary market are assumed to mirror the overall rental market. We're confident this is true for London, since nearly 2 of 3 renters live in the primary rental market. Three of every five renter households in London are estimated to have an income below \$53,000.

A.4 Housing Market Stock and Vacancy Challenges



(Graphic: Lack of Appropriate Supply is Crowding out Renters)

Sources: CMHC Rental Market Survey 2021

Due to ongoing increased cost of housing, fewer higher income renters are able to transition into homeownership meaning these individuals stay in the rental market longer, increasing rental demand for more expensive units. This is a problem because there is a very large mismatch between the number of renters that can afford units of \$1,875 or greater and the supply of these units. The large mismatch between demand and supply at \$1,875 or greater means that approximately 7k renters with incomes greater than \$75k shift down the rental ladder to rent apartments for \$1,325-\$1,874, thus taking more affordable units away from lower income earners.

This then pushes a portion of renters (approximately 5k) earning between \$53k-\$75k to move down the ladder since existing units become occupied by renters from the highest quintile. This is similarly observed at the lower end of the market as well where renters in the lowest income quintile must move up (approx. 9k renters) due to a lack of supply available within their affordability price range.

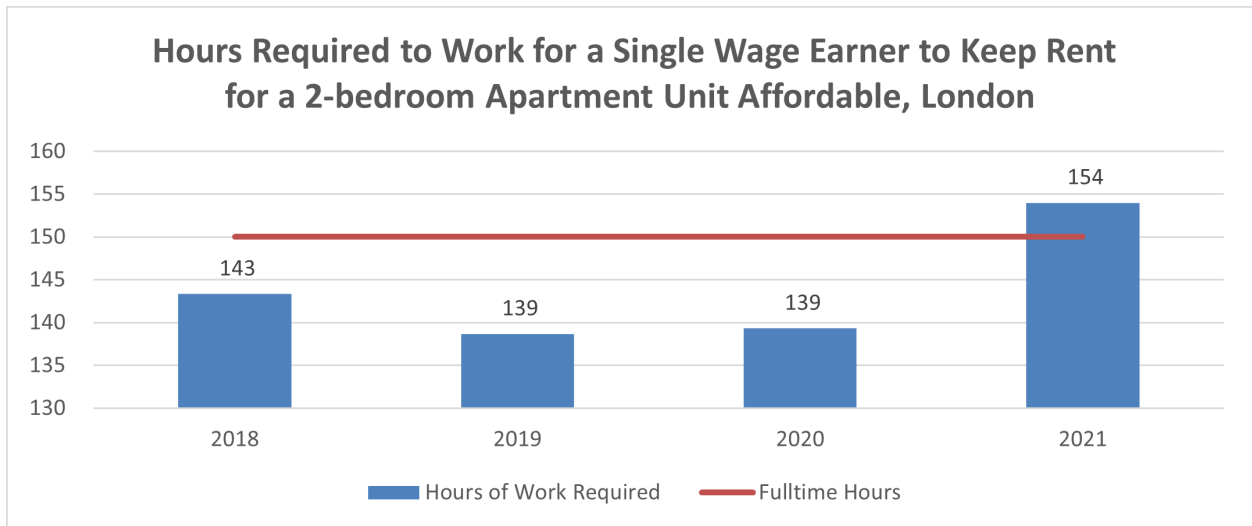
Overall, there is a merging of renters from the highest and lowest quintiles towards the mid-price units of \$900-\$1,324. This rent category has enough units to satisfy the spillover demand from the rent quintiles above and below, as well as renters from its own income quintile of 36k-53k.

A minimal amount of housing is available at the two ends of the spectrum. This causes households in the lowest quintile to look for housing in more expensive and unaffordable rent ranges while causing households in the highest quintile to seek accommodation in lower rent ranges. The lack of appropriate supply crowds out renters as there are fewer affordable options in each quintile.

Currently, there are a high number of rental units under construction. This will help to reduce the very large mismatch between number of renters with incomes greater than \$75k and primary rental market units that rent for \$1,875 and above.

Between July 2018 and June 2021, there were 2,933 newly completed purpose-built rental units added to the universe, of which a majority had average rents ranging from \$1,571-\$2,067. This helps alleviate some crowding out at the top end of the market; however, pressures at the bottom end continue to increase.

New supply is needed to sufficiently accommodate households in all rent ranges, especially those in the lowest quintile. This is crucial as affordability in the homeownership market continues to deteriorate, increasing demand pressures on the rental market.



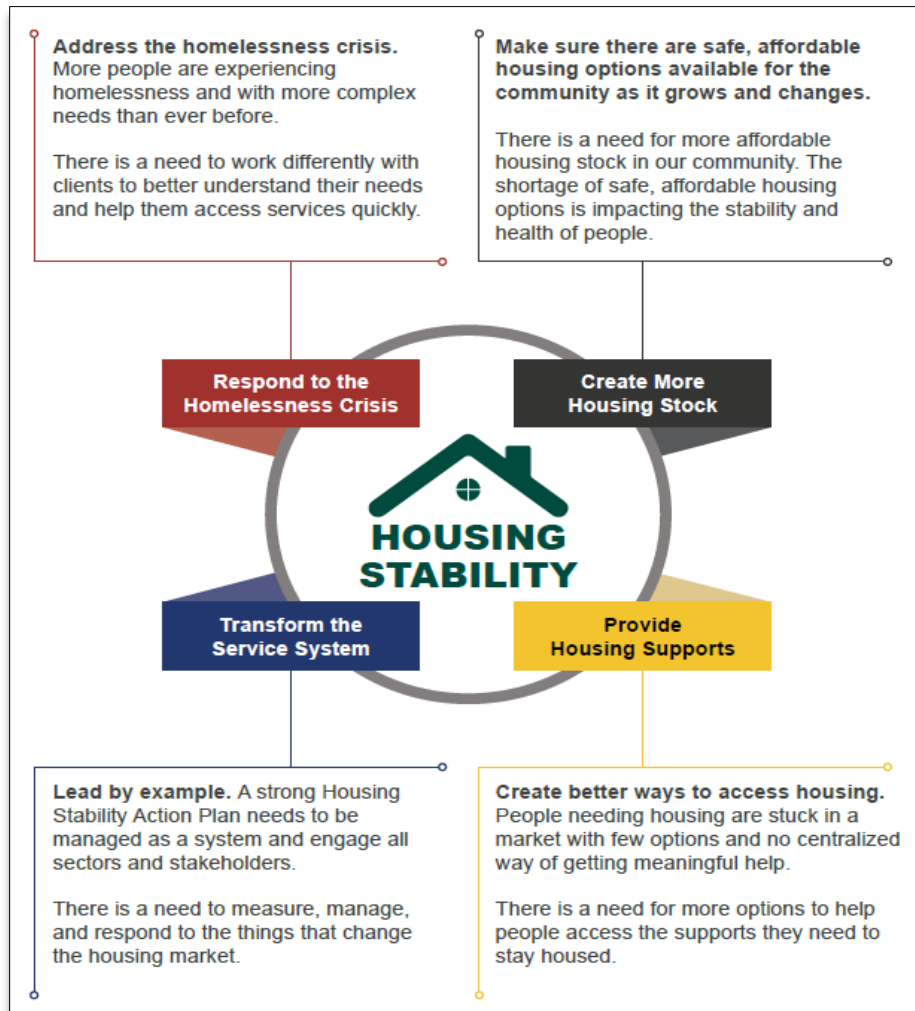
(Graphic: Londoners Continue to face Rental Affordability Challenges)

Sources: Statistics Canada, CMHC Rental Market Survey and CMHC Calculations

Rental affordability weakened over the last year in London. In October 2021 the average single wage earner needed to work approximately 154 hours in a month to keep rent for a 2-bedroom unit at an affordable level (30% of gross income). This is up from approximately 139 hours required in October 2020.

Fulltime employment equates to 150 hours; thus, the average single wage earner must work above regular full-time hours to afford a 2-bedroom unit. Moreover, this metric is calculated using the overall average hourly wage (renters and homeowners included), thus, the true wage of renters would be lower resulting in even more hours required.

Appendix B: Housing Stability Action Plan and 2021 Update



(Reference Graphic: HSAP Strategic Action Areas)

The Housing Stability Action Plan sets a strategic vision of Housing Stability for All. Within the vision, there are four strategic areas of focus noted above. Each strategic area of focus has a goal, result, strategies, actions, and measures that will guide the work of the community now and in the future. It is important to note that these areas of focus are interconnected and must be advanced in unison to meet the objectives of the Plan.

B.1 2021 Update on Strategic Area of Focus 1: Responding to Homelessness and Housing Crisis

We need to address the homelessness crisis. In London, more people are experiencing homelessness with more complex needs than ever before.

Coordinated Access

In 2021 Coordinated Access increased its staffing compliment to 4 Client Service Representatives and 4 Access Coordinators. Coordinated Access supported over 8,000 municipal inquiries from Londoners in 2021. Coordinated Access assisted in supporting the No-Fixed Address program, Winter Response and Housing Services administered through the housing services division.

Winter Response

- Fanshawe's Winter Response** marked the first time the City has ever used a golf course to support with decentralizing homelessness services. The location of the trailers and clubhouse were integral to creating a safe, welcoming and productive environment from which those who were paper-ready and experiencing unsheltered homelessness could build towards their health and housing goals. The staffing compliment was made up of individuals with lived expertise, who worked closely with CIR staff to deliver client centered services. The numbers tell part of the story, but the bigger picture of this project's impact comes to life by looking at individual cases/successes. This was a corporate-wide endeavour and should be celebrated with all those who helped to make it a success.

- Parkwood Winter Response is where Atohlsa operationalized **Wiigiwaaminaan**, the first time we offered a culturally safe and trauma-informed space for Londoners who identify as indigenous and who were also experiencing unsheltered homelessness. The site erected a Teepee, where a fire was kept throughout most of the project. Additional cultural ceremonies were conducted, and traditional meals were prepared and served on site. All of which helped to promote healing for individuals experiencing the effects of multi-generational Indigenous homelessness. From the safety of Wiigiwaaminaan many were able to secure housing and move forward with paper-readiness for future housing placements.
- Enhanced low-barrier **Day and Night Time Drop In Spaces** were made available through the incredible work of the Ark and our community partners the YMCA and First Saint Andrew's church. These sites were capable of supporting many in London who had no other options available them. While only a correlation, numbers for CIR requests for urban encampments and crimes statistics dropped significantly compared to the previous two winters.

Diversion Project

Coordinated Informed Response supported the London Police Diversion pilot. CIR helped to develop a peer-based outreach team through initial outreach orientation, day to day consultation on operations, reporting and monitoring. The Life Stabilization project has seen many early successes in diverting those with chronic Police involvement to an outreach team with lived experience. All clients have completed their paper-readiness steps to being matched to housing and Police are reporting a reduction in core area crimes and points of contact with the target offenders.

Point in Time (PiT) Count

The Point in Time count is an enumeration event that was conducted in November which aims to capture how many individuals in London and Middlesex county are experiencing homelessness and some of the details related to what has happened to them or perpetuated their experiences. This data is aggregated, reported to provincial and federal funding streams and used over time to analyze the impact of our collective efforts to solve homelessness.

Coordinated Informed Response (CIR)

CIR demonstrated growth and refinement throughout 2021. Our team added a Supervisor, Access Coordinator and Admin support staff. We developed and formalized additional operational practices. Our front-line staff in Bylaw, Roads, Parks, coupled with formal external partner in London Police and London Cares as well as countless informal partners supported a constantly adapting team. Embarking on partly sanctioned, small scale urban camping meant responding increased volumes of encampments and shifting to managing each point of contact as a unique crisis. While many stayed in parks, others chose to work with outreach towards housing goals and all urban hotspots were addressed through compassionate approaches. For example, lots 1 and 2 were free and clear of encampments by the end of the summer. More and more property owners signed off on the CIR Trespass Authorization Program increasing our capacity to respond to businesses and the public's health and safety concerns in our city.

Resting Spaces

London Cares continued to operate resting spaces, successfully providing low-barrier spaces to high acuity Londoners throughout the year. Many Londoners with shelter restrictions or aversions to staying in shelter settings were able to connect with professional staff and get critical rest. During the pandemic when the sector experienced a reduction in shelter beds for social distancing, the beds were increased to 15 day and 15 night resting spaces. My Sisters Place also piloted a 10 bed overnight resting space for women only.

2021 Key Accomplishments

The following are a list of achievements in 2021 related to this initiative:

London was the first community in Canada to achieve functional zero for Veterans homelessness. Functional zero was maintained throughout 2021.

Housing Stability Services completed the 2021-2022 Winter Response and implemented a response for 2022-2023 based on the learnings from the previous year. Winter Response programs provide access to basic needs, shelter from the elements and access to supports for individuals sleeping unsheltered during the winter months.

There were 18 private market units leased for Housing Stability Services pilot Head Lease Program. These units were used as transitional supportive housing for individuals experiencing homelessness.

There were 432 households who received a Homeless Prevention Housing Allowance. Housing Allowances support the difference between the household's rental amount and the total cost of rent.

Coordinated Access diverted 39.29% of households from an experience of homelessness.

There were 372 households matched to Housing Stability Services Housing Support Programs in 2021.

Total number of Actions within this Strategic Area of Focus = 30
21 Completed and Ongoing, 8 In Progress, 1 Future Target

B.2 2021 Update on Strategic Area of Focus 2: Creating More Housing Stock

We need far more affordable housing stock in our community. The shortage of safe, affordable housing options is impacting the stability and health of people across our community.

This section primarily focuses on the alignment of initiatives related to the development of new affordable housing stock. It is highlighted to inform Council as the sole shareholder of the Housing Development Corporation, London (HDC) of the activities and actions related to HDC advancing and delivering these initiatives. This section constitutes part of the HDC 2021 update to Council as sole shareholder.

Work is well underway towards achieving the goals set out in the Roadmap and exceeds HDC's target goal of 150 new affordable housing units per year. In 2021, 551 new affordable housing units were approved. These include:

Section 37 Bonusing

The Planning Act provides municipalities in Ontario the ability to advance public facilities, services or matters in exchange for additional height and density (bonusing) than would otherwise be permitted by zoning.

Since 2018, HDC has been engaged by the development industry to provide fair recommendations to the Director, City of London Development Services, for height and density bonusing in exchange for the provision of affordable housing. HDC's recommendations have resulted in a total of 20 Council approved bonus zones regulating the provision of 216 affordable housing units (including 212 rental units and 4 donated condominium units). These units are secured through agreement between the City of London and the developer. The bonus zone, and implementing agreement, identify the number of affordable units to be provided, the percentage of the Average Market Rent to be charged, and the affordability period. Agreements also require the developer to enter a Tenant Placement Agreement with the City of London. This action aligns the affordable rental housing unit with priority populations vetted and referred to the developer or their agent by the City. The agreement is registered on title with associated compliance requirements and remedies.

Bonusing has been extremely successful in advancing local housing affordability with a total of 94 affordable housing units were secured through approved bonus zones in 2021 alone. The Roadmap to 3,000 Action Plan identifies a target of 300 affordable rental and ownership units be provided for through bonusing or inclusionary zoning by 2024. It must be noted however that Council's ability to approve Bonus Zones will cease after September 18, 2022 and that while Inclusionary Zoning may be viewed as a future tool

similar to bonus zoning, the two affordable housing tools have significant differences.

1697 Highbury Avenue, Habitat for Humanity

Through the HDC Housing Partnership Program, which provides funding to non-profit organizations developing affordable housing to assist in off-setting municipal fees associated with development, HDC was able to fund 20 stacked townhome units at 1697 Highbury Avenue through Habitat for Humanity. Habitat is also working with the City's Housing Stability Services team to match eligible families from the coordinated access list. Construction is expected to commence spring of 2022.

Old Victoria Hospital Lands, Vision SoHo Alliance

The City of London provided a one-time funding contribution of \$11.2 million to support up to 400 affordable housing units within Vision SoHo Alliance's multi-residential project on the Old Victoria Hospital lands. This project will incorporate mixed use developments integrating the existing heritage buildings on the property, while enabling additional Londoners to secure sustainable, affordable housing.

Urgent Housing Sites

HDC continues to work on prioritized urgent housing sites owned by HDC and the City. The following are updates to these affordable housing developments:

122 Base Line Road West

The former vacant municipal surplus lands site at 122 Base Line Road West was transferred to HDC from the City in December 2018 and has become HDC's first completed affordable housing development site. The 4-storey, 61-unit building site, advanced directly by HDC with the support of the City's Rapid Housing SWOT Team, broke ground on March 1, 2021, and was funded through multiple levels of government, including the HDC Reserve (\$3.6M), the Ontario Priorities Housing Initiative (\$2.3M), the Social Services Relief Fund (\$5.4M) and the Rapid Housing Initiative (\$7.5M).

Less than one year later, on February 7, 2022, the building was deemed substantially complete and welcomed first tenancies on February 15, 2022. By March 1st, the building became 90% occupied with more than 95% of the tenancies confirmed with client-specific support services aligned to the individuals and families that were matched to the building through the Housing Stability Services Coordinated Access System and Team Champions.

Photos taken March 2021:



(Graphics: Vacant land at 122 Base Line Road)



Photos taken March 2022:



(Graphics: Building 122 Base Line Road)

Despite the pandemic and supply chain impacts and inclement weather conditions, the project remained 100% on-budget while first occupancy delays were mitigated to only six weeks beyond the original target occupancy date of January 1, 2022.

403 Thompson Road

In 2021, HDC, with the support of the City's Rapid Housing SWOT Team, advanced the proposed 4-storey, 44-unit affordable housing development at 403 Thompson Road (the second former vacant municipal surplus lands site transferred to HDC from the City in December 2018) through the Site Plan Approval process. Funding through multiple levels of government was also secured through HDC in 2021, including the HDC Reserve (\$1.4M), the Ontario Priorities Housing Initiative (\$153K), the Social Services Relief Fund (\$1.2M) and the Rapid Housing Initiative (\$10.7M).

The built form of the proposed development at 403 Thompson Road is consistent with the prefabricated panelized modular building systems built at 122 Base Line Road West.

100% of the units have been designed to meet the housing needs for an individual occupant and will meet the barrier-free accessibility requirements of the Ontario Building Code for multi-residential housing. Each 'single occupancy unit' will provide for a modestly sized open floor plan, a compact kitchen with apartment sized appliances, and a private washroom with a roll-in accessible shower. Of the 44 Units, 41 will provide for standard accessible features and 3 will be fully accessible, including installation of grab bars, lowered counter heights, and knee clearance at sinks.

Renderings for 403 Thompson Road:



(Graphics: Renderings for 403 Thompson Road)

Next Steps to Advance 403 Thompson: The development of 403 Thompson Road broke ground on February 10, 2022 and is anticipated to welcome first tenancies by December 31, 2022.

345 Sylvan Street: Acting as the Development Agent on behalf of the City of London to create new affordable housing stock on City-owned lands at 345 Sylvan Street, HDC established development plans that provide for a 3-storey, 42-unit development consisting of 40 one-bedroom units and 2 two-bedroom units. The built form and accessible design approach are consistent with the prefabricated panelized modular building systems completed at 122 Base Line Road West and under construction at 403 Thompson Road and will include two units designed for full accessibility.

Rendering for 345 Sylvan Street:



(Graphic: Rendering for 345 Sylvan Street)

In 2021, HDC led the following activities to advance 345 Sylvan Street to shovel-ready:

- | | |
|------------------------|---|
| January through June | HDC prepared and released a Demolition Tender, and awarded and executed a contract, to remove the former residential group home building and prepare the site for future development. |
| March | Municipal Council approved HDC's application for a combined Official Plan and Zoning By-Law amendment and included a Holding Provision requiring a future public site plan review process. |
| April | HDC executed a Pre-Construction Services Agreement with EllisDon Corporation to advance the development plans to Site Plan stage. |
| April through December | HDC/City Legal and Development Services responded to and successfully resolved an appeal received by the Ontario Land Tribunal ("OLT" formerly known as the Ontario Municipal Board) related to the above planning approvals. |
| August | HDC applied for capital funding through the Canada Mortgage and Housing Corporation ("CMHC") Rapid Housing Initiative (round two). |
| December | The capital funding application was declined by CMHC.

To continue bringing the development plans to shovel-ready, staff recommended and the HDC Board approved extending the Agreement with EllisDon beyond Site Plan Approval to Building Permit ready. |

Next Steps to Advance 345 Sylvan Street

Construction could commence as early as July 2022, should sources of financing become available. In May 2022, the City of London Construction Administration Division of the Environment and Infrastructure Service Area will be administering the replacement of the water main and installation of a municipal sidewalk on Sylvan Street. This work is anticipated for completion by the end of June 2022.

18 Elm Street

In 2021, HDC established a strategic business alliance partnership with Ontario Aboriginal Housing Services ("OAHS") to advance the creation of an Indigenous-led mixed-use affordable rental housing development at 18 Elm Street. The development plans established through the partnership will provide for a small-scale community centre and childcare facility on the ground floor level with 42 units above, in a proposed 4-storey/3-storey built form. The 42-unit multi-residential component on the second through fourth floors will provide for a mix of one-, two-, three-, and four-bedroom unit configurations.

Through HDC coordination with other municipal services areas, the development plans for 18 Elm Street will also include an Urban Park for conveyance to the municipality upon completion of the development.

HDC-led activities in 2021 to advance the creation of a specialized Indigenous-led

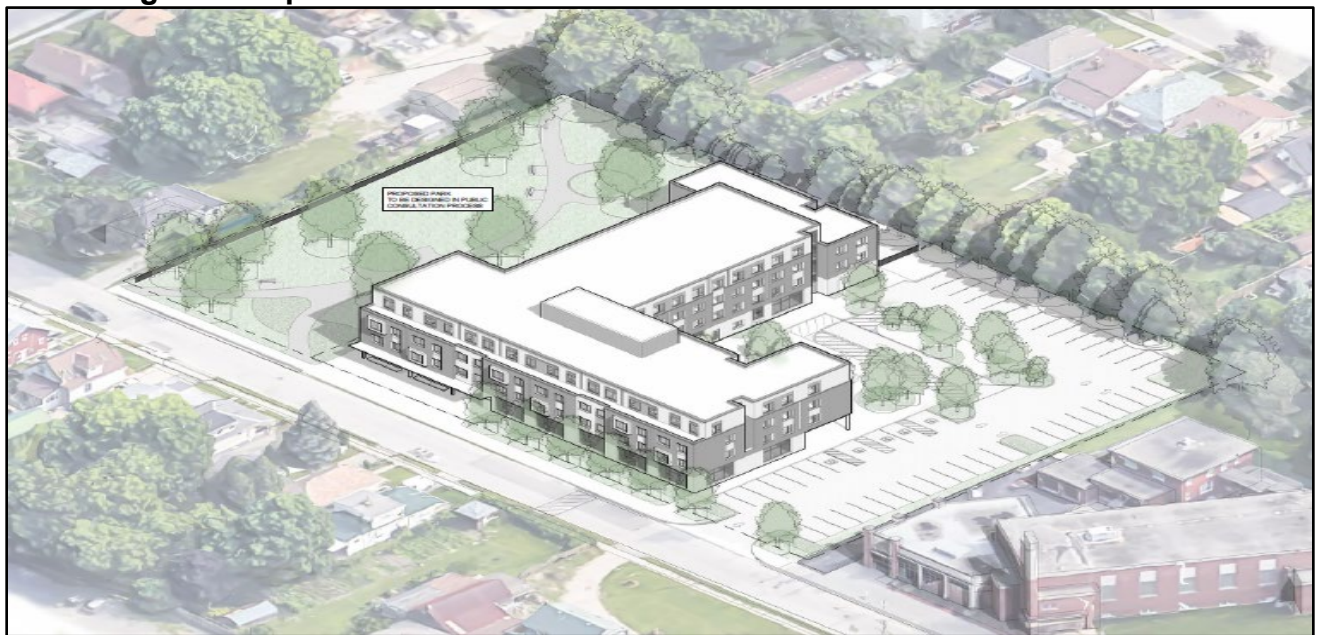
affordable housing development in partnership with OAHS at 18 Elm Street, include:

- January Substantial Completion was reached in the 2020 Demolition Tender released by HDC to remove the former school building and prepare the site for future development.
- February HDC and OAHS executed a Letter of Intent related to the strategic business alliance partnership and development plans noted above.
- July The HDC Board approved staff recommendations related to a Request for Pre-Qualification procurement process to establish a source list of prequalified architectural firms capable of delivering the project.
- September The HDC Board approved staff recommendations related to a Request for Proposal by Invitation Only procurement process issued to the prequalified source list, including awarding the Prime Consultant Services contract to Nicholson Sheffield Architects (“NSA”).

Next Steps to Advance 18 Elm Street:

Preparing to tender the construction project in September 2022. The development is anticipated for completion by the end of December 2023.

Site Design Concept for 18 Elm Street:



(Graphic: Site Concept for 18 Elm Street)

1958 Duluth Crescent

In 2021, HDC completed due diligence, preliminary engineering, and consultations with municipal services areas to inform HDC’s conceptual Draft Plan of Subdivision related to the former school lands located at 1958 Duluth Crescent. The conceptual plans will advance the creation of a mix of affordable rental and home ownership housing options to align with the targets outlined in the City of London’s Roadmap to 3000 Units Plan. In December 2021, HDC retained a planning consultant to prepare the application and materials required to submit the draft plans to the Approval Authority.

Through HDC coordination, the development plans for 1958 Duluth Crescent will also include a Park block for conveyance to the municipality upon completion of the development.

London Middlesex Community Housing (LMCH) Regeneration

Going forward, HDC will continue to support the regeneration activities of the LMCH project lead both at Southdale and across the broader portfolio. Progress is currently being made to advance the development at Southdale Road, London.

Community Housing Capital Planning

In 2021, Municipal Housing was successful in securing an additional \$465,300 Canada-Ontario Housing Initiative (COCHI) funding. As a result, a total of \$2.3 million was available and allocated to seven different social housing providers supporting 403 household units. Investments included new roofs, elevator modernization, new windows & doors to improve energy efficiency, and updates to bathrooms & kitchens.

Also in 2021, most of the 2020 capital work was completed as part of the 2020 Capital Investment Plan.

2021 Key Accomplishments

The following is a list of achievements in 2021 related to new development:

- Approved a total of 551 new affordable units for development which include:
 - Negotiated 94 units under section 37 Bonusing.
 - Advanced development of a 44-unit Rapid Housing Initiative (RHI) prefabricated panelized modular housing project at 403 Thompson, with \$10.6 million in grant funding received from CMHC through their RHI funding. Target completion date is end of 2022.
 - Supporting 400 affordable units through Vision SoHo Alliance.
 - Funded 20 homeownership units through Habitat for Humanity.
- The development at 440 Clarke Road by ZerIn Development Corporation was completed and resulted in a total of 65 new affordable rental housing units being brought into stock in 2021.
- Partnership was established to match tenants with supports from the Coordinated Access Wait List to units at 122 Base Line Road West.
- Continued to activate 2 surplus school sites at 18 Elm and 1958 Duluth.
- Leveraged \$13,028,844 million of municipal funding towards additional affordable housing stock being developed in our community.
- Navigated and stacked four government funding programs to support new affordable housing developments.
- Retained 26 sector/industry leader Agreements with engaged HDC Rostered Partners.
- Advanced plans for municipal investment of \$1,328,844 to assist in leveraging an additional \$11,097,513 million in other government funding.
- Invested \$2.3 million towards Community Housing Capital Investment Plan initiatives supporting 403 household units.

2021 Affordable Housing Development Updates through HDC:

Address	Affordable Units	Market Units	Total Units	Year Approved	Status
228-230 Dundas Street	33	0	33	2015	Completed and renting in 2021
516 Albert St., Strathroy 1822039 Ontario Ltd.	27	4	31	2016	Completed and renting in 2018
27 Centre St. Escalade Property Corp.	46	15	61	2016	Completed and renting in 2018
356 Dundas St Indwell Community Homes	50	19	69	2016	Completed and renting in 2019
770 Whetter Ave. Homes Unlimited Inc.	50	4	54	2017	Completed and renting in 2019
45 Centre St. Escalade Property Corp.	45	37	82	2017	Projected completion in 2021
1045 Dundas St. London Affordable Housing Foundation	41	0	41	2018	Completed and renting in 2020
1090 Hamilton Rd. Italian Seniors Project	54	6	60	2018	Completed and renting in 2020
440 Clarke Rd. ZerIn Development Corp.	33	32	65	2019	Completed and renting in 2021
329-331 Richmond St. Youth Opportunities Unlimited	35	0	35	2019	Projected completion in 2023

744 Dundas Street Indwell Community Homes	72	0	72	2020	Projected completion in 2022
122 Base Line Road W HDC	61	0	61	2020	Completed and renting in 2022
403 Thompson Road HDC	44	0	44	2021	Under construction. Projected completion by end of 2022
345 Sylvan Street City of London	42	0	42	Pending	Plans advanced to Site Plan Approval and Building Permit
18 Elm Street HDC	42	0	42	Pending	Plans advancing to land use and zoning permissions stage
1958 Duluth Crescent HDC	TBD			Pending	Plans advancing to Draft Plan of Subdivision stage
1697 Highbury Ave Habitat for Humanity	20	0	20	2021	Awaiting building permit in 2022
Old Victoria Hospital Lands Vision SoHo Alliance	400	200	600	2021	Planning stages and first building await building permit in 2022
Total	*1095	**317	1412		

* In addition, HDC had inherited 193 Clarke Road and 534 Albert St., Strathroy.

** Market units are rented at or slightly above the average rent. They maintain a relative affordability and help fund lower rents within the associated project.

Total number of Actions within this Strategic Area of Focus = 40
20 Completed and Ongoing, 8 In Progress, 12 Future Target

B.3 2021 Update on Strategic Area of Focus 3: Provide Housing Supports

Londoners need supports to find housing and stay housed.

Housing Stability Table

In 2021 there were 86 referrals to the Housing Stability Table. Within this, 57 had their eviction prevented, 27 households were connected to a housing stability worker and 13 households were referred to transitional case management with CMHA. The Housing Stability Table also provides much needed support to community housing providers. These referrals represent the support provided to 20 community housing providers managing 35 different properties to access supportive services as a means to help retain tenancies for their residents and prevent eviction.

Housing Allowances

London Homeless Prevention Housing Allowances are an effective tool in advancing London's Homeless Prevention System. In 2020, this program assisted more than 200 households to move from homelessness into permanent housing. In 2021, Housing Allowances supported approximately 432 households to move from homelessness into permanent housing. Individuals and families receiving housing allowances are also connected to housing first supports and services to ensure long term success.

Housing Stability Bank (HSB)

HSB has supported 1466 unique households, breaking down to individuals who accessed the program equates to 1764 adults & 1367 dependents= 3131 Londoners in total. During the pandemic, the HSB program created an online application so that Londoner's could apply for HSB support 24 hours a day, 7 days a week, 365 days a year.

Housing Supplements

Municipal Housing's Community Housing Bridge allowances continue to be an important tool to provide housing stability to those without a permanent housing solution. These supplements support low-income Londoners to help secure housing in a competitive housing market. In 2021, these supplements were aligned with London's Homeless

Prevention System to support 11 new households, which provides ongoing housing allowances to 57 households.

As part of the provincial Anti-Human Trafficking program initiative, housing supplements were also provided to support 21 households.

2021 Key Accomplishments

The following are a list of achievements in 2021 related to this initiative:

- The Housing Stability Table received 86 referrals resulting in preventing the eviction of 57 households, 27 households were connected to a housing stability worker and 13 households were referred to transitional case management with CMHA.
- The Housing Stability Table also provided support to 20 community housing providers managing 35 different properties
- 551 Housing Allowances and Supplements were provided to households

Total number of Actions within this Strategic Area of Focus = 32
18 Completed and Ongoing, 5 In Progress, 9 Future Target

B.4 2021 Update on Strategic Area of Focus 4: Transform the Service System

The system needs to be easier to navigate

The Housing System needs to be a coordinated and integrated system that is easy for individuals and families to access the services and supports they need.

Enterprise-Wide Approach on Base Line Road West

The new development at 122 Baseline was an enterprise-wide approach from build through occupancy. In 2021, the Housing Development Corporation and Housing Stability Services partnership was developed to support the occupancy of the 61 units in the building. Housing Stability Services matched individuals and families to units and housing support programs through London's Coordinated Access List. Life Stabilization collaborated with Housing Stability Services and housing support programs to ensure that new furniture and household items were available for eligible households.

Various programs and partners in the community have been instrumental in providing support services to the tenants. A further partnership was formed in early 2022 with London Middlesex Community Housing to become the property manager for this site.

The *Housing Enterprise Action Team (HEAT)* is a cross-functional action table that seeks to facilitate the development of Affordable housing in support of the implementation of the *Roadmap to 3,000 Affordable Housing Units* Action Plan.

The purpose of this Team is to facilitate the creation of affordable and community housing through all phases of development and support all public agencies, market, and non-profit housing developers in their efforts to implement the *Roadmap* and advance Housing Stability for All. The outcomes of HEAT will serve the most vulnerable in our communities and result in ensuring London is mindful of the housing need for under-served racialized groups, women and girls fleeing domestic violence and sex trafficking, the Indigenous community, and the homeless.

Not only is the HEAT table a commitment made in the *Roadmap*, HEAT will also provide City Service Areas an opportunity to discuss and manage issues related to applications for affordable housing developments and review policies and programs that impact Affordable housing, as well as monitor successes and report out to Senior Leadership and Council. HEAT will also serve as a platform to activate sub-working groups to collaborate on specific housing-related initiatives, as required.

Major responsibilities, but not limited to, include:

1. To work in collaboration to achieve the goal of 3,000 new Affordable units.
2. To provide subject matter expertise related to financing, servicing, acquiring, designing, planning, developing, and managing lands to developing Affordable housing and realize the goals of the *Roadmap*.
3. To liaise within the Service Area and/or organization that members represent to resolve issues raised at HEAT meetings.
4. To work in collaboration with other service areas, organizations, and development stakeholders for effective implementation of City policies, programs, and regulations for land and Affordable housing development.

HEAT is comprised of representatives from each of the service areas/divisions listed below. Additional areas may be identified for specific applications or sub-committee activities.

- Municipal Housing Development
- Planning and Economic Development
- Social and Health Development
- Finance Supports
- City Manager's Office

2021 Key Accomplishments

The following are a list of achievements in 2021 related to this initiative:

- Secured \$49.760 million in federal and provincial funding
- 73 actions were completed with work still ongoing in 2022
- 100% of all federal and provincial funding was secured for programs and initiatives

Total number of Actions within this Strategic Area of Focus = 16
12 Completed and Ongoing, 2 In Progress, 2 Future Target

B.5 Middlesex County Housing and Homelessness Plan

Change Begins with Choice

The Middlesex County Homeless Prevention and Housing Plan (Plan) commits to addressing housing and homelessness in Middlesex County. This Plan incorporates the strategies and actions that will guide our work over the next five years. Housing and homelessness are community issues. This Plan calls on all sectors to work together to build solutions and move them to action.

Below is the 2021 update as a result of this plan.

HOUSING:

Strategic Priority 1: Affordability

The County of Middlesex Social Services worked with external community partners on preparing the business case for operational and capital funding. Social Service Relief Funds (SSRF) funding priorities were to help a diverse range of vulnerable people, create longer-term housing solutions for people in need, and ensure that the housing and homelessness sector has the tools and support that they need to safely and successfully transition to recovery. One of the initiatives was the creation of a Middlesex County Housing Benefit which temporarily helped 15 of our residents in maintaining their housing. YOU-Next Wave received capital funds to upgrade their current location in Strathroy. YOU-Next Wave provides housing advocacy and supports to the youth population in the county.

The County of Middlesex Social Services department has prepared reports and presentations to engage with the local municipalities and inform about the need of affordable housing and the struggles our residents face on a daily basis.

The County of Middlesex Economic Development Strategy was updated and the process involved extensive community and business engagement. Project stakeholders identified that the lack of diverse and affordable housing is impacting the ability to attract and retain a skilled workforce.

Strategic Priority 2: Range of Housing Options

The County is undertaking the Middlesex 2046 Public Engagement related to the update of the County's Official Plan policy document. Housing options and attainability is a major consultation subject area. Work continues into 2022.

Several local municipalities within the County are undertaking similar local planning policy projects and re-examining the provision of alternative housing forms and options.

The County applied for (and has since been successful) in achieving Provincial funding to undertake an 'Attainable Housing Review to examine the housing continuum and identify gaps in the provision of housing and corresponding strategies for attainable housing with an emphasis on the factors that can be locally influenced.

The Municipality of Strathroy-Caradoc, through its Non-Profit Housing Corporation, is poised to develop new affordable housing units.

The Municipality of Middlesex Centre recently reached a deal with a developer to purchase municipal land to undertake an innovative development of mixed housing types, commercial space and a new civic square – called 'Design for Happiness'.

Strategic Priority 3: Housing Supports

The Community Navigator has been trained in the Rent Smart program. This position will be providing this service to individuals and families in the community. This program will support applications and sustainability of housing.

The community Navigator has been instrumental in supporting residents with applications to housing program, Canada-Ontario Housing Benefits (COHB) and various other supports for housing and general life stabilization.

The County of Middlesex, the Municipality of Thames Centre and regional partners, are active participants in the Middlesex County Connect community transportation system pilot project to provide transportation supports for residents. In addition, the 2nd Inter-Community Transit service managed by Strathroy-Caradoc connects residents of Strathroy-Caradoc to Sarnia and London.

County Council and Senior Administration attended delegations with Provincial Ministries and MPPs to highlight the housing and homelessness needs and gaps in the County, identify the significant growth occurring in the County and advocate for additional funding to address the strategic priorities identified in the County of Middlesex Homeless Prevention and Housing Plan.

Strategic Priority 4: Service Coordination

Middlesex County worked with the University of Guelph on a community survey focused on the impacts of COVID-19. Included in the survey were questions related to housing. These study results and data will be used by the County, Local Municipalities and community partners for program planning and COVID-19 recovery initiatives, particularly those that relate to housing, mental health and addictions support, and income and food security.

The City of London Housing Management team attended the December 2021, County Council meeting to provide an update on Social Housing, Affordable Housing programs and Homeless Prevention.

The county has ongoing meetings with community agencies and stakeholders to understand the pressure the community is facing when supporting individuals that are unsheltered or at risk of being unsheltered.

Middlesex Homeless Action Committee – this committee was reformed in 2021. The member of the committee are from various sectors; housing supports, community

navigator, County representative, community agencies and members of the community. This committee was created to advocate for more subsidized and affordable housing.

The municipalities in Middlesex County came together to develop the Middlesex Community Safety and Well-Being Plan. Using local data and input from community members and organizations, four priority areas were identified for this first plan. The four priority areas are Health, Housing and Homelessness, Quality of Life and Public Safety.

HOMELESS PREVENTION:

Strategic Priority 1: Temporary Housing Options

In 2021, the Provincial Social Services Relief Fund (SSRF) helped support our most vulnerable in the community. The County was able to provide temporary housing supports through two of the local motels in the County. With the Covid-19 Pandemic still in full swing in 2021 the number of visible individuals experiencing homelessness increased. Through work with the Community Navigator and partnership with CMHA TVAMHS the number of individuals and/or families experiencing homeless was mitigated. Over 2,000 night stays in the local motels were provided to ensure no one was left out in the cold. Working with other local agencies; WRRC, YOU-Next Wave best practices and supports were shared amongst the group.

Strategic Priority 2: Housing Retention

The Community Navigator has been trained to provide the Rent Smart information session to individuals. Working with the City of London the County was able to secure COHB funding. This funding was instrumental in supporting a few individuals with maintaining their residence. Through the SSRF the County provided a Middlesex County Housing Benefit, as this funding was only temporary, we were only able to support a few individuals.

Through CHPI and the SSRF funding allocations the County was able to provide rent and utility cost relief to many individuals in need.

Strategic Priority 3: Supports

Through the Middlesex County Social Services and Community Partners network the sharing of information about resources for housing and support for individuals experiencing homelessness has continued to be successful in diverting and supporting people from being homeless. Twenty-two unique agencies attend the meetings or are updated via the minutes.

Since the inception of the community Navigator in September 2020 they have built strong relationships with each community in the County. Providing resources, supports and helping to complete housing related applications.

The Middlesex County Homelessness Action Committee was re-established in 2021. The intent of the committee is to advocate and share information about the need for subsidized and affordable housing in the County.

Working with the City of London, the County continues to advocate for more funding through CHPI. The County's Social Services department applies for any and all funding that is available through provincial, federal and or other sources.

Strategic Priority 4: Service Coordination

The County is innovative and strategic on how the limited CHPI funds are spent yearly. The Social Services Department continuously checks in with community partners and individuals they support to ensure the right services and supports are made available.

The County continued to raise awareness of the increased homeless populations through council reports, presentations and community conversations. The County also participated in the Sleepless in Middlesex Campaign through the United Way which provided another avenue to create awareness of the growing homeless issues in the county specifically.

In November 2021 the County completed a Point in Time count of individuals who identify as homeless or unsheltered. This was completed collaboratively with the Community Navigator, WRRC, CMHA and YOU-Next Wave. These numbers will help determine what

supports are required in the communities.

In December 2021, the County has started the process of instituting the HIFIS program.

2021 Key Achievements:

- Successful application and implementation of SSRF Phase 2 and 3
- The continued success of the Community Navigator
- Advancements in the understanding of the need of housing and supports in the county

Appendix C: Housing Stability Action Plan Implementation Tracker Update 2019-2021

Strategic Area of Focus 1: Respond to the Homelessness Crisis.

Strategic Initiative	Actions	Key Measures	2021 YTD	Status
1.1 Work collaboratively across systems to address the immediate needs of individuals and families at risk of or experiencing homelessness.	1.1.a. Triage and prioritize people system-wide to support effective and efficient use of system resources.	# of households matched to housing support programs.	372	In progress
1.1 Work collaboratively across systems to address the immediate needs of individuals and families at risk of or experiencing homelessness.	1.1.b. Develop a coordinated access system that addresses the immediate needs of individuals and families.	# of public consultations and engagements with diverse local communities, including those with lived and/or living experience	2	In progress
1.1 Work collaboratively across systems to address the immediate needs of individuals and families at risk of or experiencing homelessness.	1.1.b. Develop a coordinated access system that addresses the immediate needs of individuals and families.	# of programs participating in coordinated access practice	46	Completed and ongoing
1.1 Work collaboratively across systems to address the immediate needs of individuals and families at risk of or experiencing homelessness.	1.1.b. Develop a coordinated access system that addresses the immediate needs of individuals and families.	Average time between coordinated entry, assessment, referral, and placement	155.72	Completed and ongoing
1.2 Create an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness.	1.2.a. Increase integration with outreach agencies and City service areas.	# of agencies and City service areas engaged	23	Completed and ongoing
1.2 Create an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness.	1.2.b. Engage partners in the Coordinated Informed Response, including those with lived and/or living experience.	# of partners engaged	4	In progress
1.2 Create an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness.	1.2.c. Move the Coordinated Informed Response from a pilot to a permanent program to rapidly house individuals and families experiencing unsheltered homelessness.	# of individuals and families housed	50	In progress
1.3 Provide the right level of support at the right time to decrease the use of	1.3.a. Increase system capacity and availability of services across sectors to meet the housing stability	# of support workers in the housing stability system	41	In progress

Strategic Initiative		Actions	Key Measures	2021 YTD	Status
emergency services.		needs of individuals and families in crisis.			
1.3	Provide the right level of support at the right time to decrease the use of emergency services.	1.3.a. Increase system capacity and availability of services across sectors to meet the housing stability needs of individuals and families in crisis.	# of agencies who provide supports	9	Completed and ongoing
1.3	Provide the right level of support at the right time to decrease the use of emergency services.	1.3.b. Work with London Police Service and Emergency Medical Services to establish an engagement protocol to support individuals experiencing unsheltered homelessness.	# of protocols established with London Police Service and Emergency Medical Services	4	Completed and ongoing
1.3	Provide the right level of support at the right time to decrease the use of emergency services.	1.3.c. Increase supports located within other sectors to prevent discharge to shelter or homelessness.	# of housing finder positions supporting health, education, and justice discharge processes	4	In progress
1.3	Provide the right level of support at the right time to decrease the use of emergency services.	1.3.c. Increase supports located within other sectors to prevent discharge to shelter or homelessness.	# of individuals diverted from being discharged into homelessness	45%	Completed and ongoing
1.4	Prevent individuals and families from entering homelessness.	1.4.a. Improve diversion practices to better assist individuals and families to secure housing.	# of individuals and families diverted from homelessness	39.29%	Completed and ongoing
1.4	Prevent individuals and families from entering homelessness.	1.4.a. Improve diversion practices to better assist individuals and families to secure housing.	# of individuals and families rapidly rehoused within 60 days	40%	Completed and ongoing
1.4	Prevent individuals and families from entering homelessness.	1.4.b. Implement eviction and prevention programs to support individuals and families from entering homelessness.	# of evictions prevented	67	In Progress
1.4	Prevent individuals and families from entering homelessness.	1.4.b. Implement eviction and prevention programs to support individuals and families from entering homelessness.	# of households connected to the Housing Stability Table	86	In Progress
1.4	Prevent individuals and families from entering homelessness.	1.4.b. Implement eviction and prevention programs to support individuals and families from entering homelessness.	# of individuals and families who remain housed	297	In Progress
1.4	Prevent individuals and families from entering homelessness.	1.4.b. Implement eviction and prevention programs to support individuals and families from entering homelessness.	# of individuals and families rapidly rehoused		In Progress

Strategic Initiative		Actions	Key Measures	2021 YTD	Status
1.4	Prevent individuals and families from entering homelessness.	1.4.c. Establish a mobile diversion and prevention team that supports individuals and families throughout the City.	# of housing finder positions supporting health, education, and justice discharge processes	4	In Progress
1.4	Prevent individuals and families from entering homelessness.	1.4.c. Establish a mobile diversion and prevention team that supports individuals and families throughout the City.	# of schools participating in homelessness education programs	1	Future Target
1.4	Prevent individuals and families from entering homelessness.	1.4.c. Establish a mobile diversion and prevention team that supports individuals and families throughout the City.	# of individuals and families diverted from being discharged into homelessness	45%	Completed and ongoing
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.a. Implement unique opportunities to support rapid rehousing options.	# of opportunities available (e.g. headleases, long-term motel stays, etc.)	18	In progress
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.a. Implement unique opportunities to support rapid rehousing options.	# of individuals and families housed	16	Completed and ongoing
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.b. Strengthen the current housing finder role.	# of housing finder positions	13	Completed and ongoing
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.b. Strengthen the current housing finder role.	# of individuals and families housed by housing programs	124	In progress
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.c. Engage landlords to increase rental opportunities for rapid rehousing.	# of landlords engaged	3	Completed and ongoing
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.c. Engage landlords to increase rental opportunities for rapid rehousing.	# of rental opportunities available	16	Completed and ongoing
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.d. Provide financial supports to assist individuals to secure housing.	# of housing allowances provided	432	Completed and ongoing
1.5	House and re-house individuals and families experiencing homelessness rapidly.	1.5.d. Provide financial supports to assist individuals to secure housing.	# of individuals and families assisted through the Housing Stability Bank	1,466	Completed and ongoing

Strategic Area of Focus 2: Create More Housing Stock

Strategic Initiative	Actions	Key Measures	2021 YTD	Status
2.1 Retain existing and create new affordable housing stock.	2.1.a. Work with private market to retain existing affordability in rental market units.*	# of policies amended or strategies established (e.g. Condoization, demolition, and short-term rental policies)		Future Target
2.1 Retain existing and create new affordable housing stock.	2.1.b. Develop publicly owned and available lands for affordable housing.	# of surplus municipal lands acquired	0	Completed and Ongoing
2.1 Retain existing and create new affordable housing stock.	2.1.b. Develop publicly owned and available lands for affordable housing.	# of surplus school sites acquired	0	Completed and Ongoing
2.1 Retain existing and create new affordable housing stock.	2.1.b. Develop publicly owned and available lands for affordable housing.	# of affordable housing and modest market units	551	Completed and Ongoing
2.1 Retain existing and create new affordable housing stock.	2.1.b. Develop publicly owned and available lands for affordable housing.	# of other publicly owned lands acquired		Future Target
2.1 Retain existing and create new affordable housing stock.	2.1.c. Implement tools, policies, and programs (the municipal housing toolbox) to create new affordable housing through a Community Improvement Plan (CIP), zoning bylaw update, inclusionary zoning (IZ), bonusing, secondary units, etc.	# of agreements established for affordable housing using municipal policies and permissions	8	Completed and Ongoing
2.1 Retain existing and create new affordable housing stock.	2.1.c. Implement tools, policies, and programs (the municipal housing toolbox) to create new affordable housing through a Community Improvement Plan (CIP), zoning bylaw update, inclusionary zoning (IZ), bonusing, secondary units, etc.	# of private market units advanced for affordable housing through new municipal tools	94	Completed and Ongoing
2.1 Retain existing and create new affordable housing stock.	2.1.c. Implement tools, policies, and programs (the municipal housing toolbox) to create new affordable housing through a Community Improvement Plan (CIP), zoning bylaw update, inclusionary zoning (IZ), bonusing, secondary units, etc.	# of units supported through the affordable housing CIP		In Progress
2.1 Retain existing and create new affordable housing stock.	2.1.c. Implement tools, policies, and programs (the municipal housing toolbox) to create new affordable housing through a Community	# of affordable secondary units created		Future Target

Strategic Initiative	Actions	Key Measures	2021 YTD	Status
	Improvement Plan (CIP), zoning bylaw update, inclusionary zoning (IZ), bonusing, secondary units, etc.			
2.1 Retain existing and create new affordable housing stock.	2.1.c. Implement tools, policies, and programs (the municipal housing toolbox) to create new affordable housing through a Community Improvement Plan (CIP), zoning bylaw update, inclusionary zoning (IZ), bonusing, secondary units, etc.	# of new affordable housing units advanced through City incentive programs and regulations		Future Target
2.1 Retain existing and create new affordable housing stock.	2.1.d. Invest in affordable housing through development charges (growth paying for growth) through the creation of a community benefits charge and municipal assessment growth policy.	\$ amount invested through growth charges into affordable housing		Future Target
2.1 Retain existing and create new affordable housing stock.	2.1.e. Explore opportunities to stimulate new affordable housing through government legislation.*	# of new affordable units created	44	Completed and Ongoing
2.2 Revitalize and modernize community housing.	2.2.a. Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*	# of plans approved for regeneration		In Progress
2.2 Revitalize and modernize community housing.	2.2.a. Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*	# of site plans advanced for regeneration		In Progress
2.2 Revitalize and modernize community housing.	2.2.a. Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*	# of social housing providers engaged in and advancing regeneration plans		In Progress
2.2 Revitalize and modernize community housing.	2.2.a. Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*	# of new community housing units developed		In Progress
2.2 Revitalize and modernize community housing.	2.2.a. Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*	# of affordable housing units created through regeneration		In Progress

Strategic Initiative		Actions	Key Measures	2021 YTD	Status
2.2	Revitalize and modernize community housing.	2.2.a. Regenerate London Middlesex Community Housing and other social or community housing sites, maintaining affordability, ensuring long-term stability, and including more housing options.*	# of official plan and zoning amendments to allow for appropriate intensification of housing regeneration sites		In Progress
2.2	Revitalize and modernize community housing.	2.2.b. Leverage funding available from all levels of government to maximize the number and affordability of new community housing units.*	\$ from other sources of funding	\$11.1M	Completed and Ongoing
2.2	Revitalize and modernize community housing.	2.2.b. Leverage funding available from all levels of government to maximize the number and affordability of new community housing units.*	% of depth of affordability	69%	Completed and Ongoing
2.2	Revitalize and modernize community housing.	2.2.c. Support long-term capital planning for social housing providers to address renovation needs	\$ amount allocated to fund capital planning	100% of capital funding allocated	In Progress
2.2	Revitalize and modernize community housing.	2.2.c. Support long-term capital planning for social housing providers to address renovation needs	# of units supported	403 units supported	Completed and Ongoing
2.2	Revitalize and modernize community housing.	2.2.c. Support long-term capital planning for social housing providers to address renovation needs	% decrease in the Facility Condition Index		Future Target
2.2	Revitalize and modernize community housing.	2.2.d. Help housing providers find ways of reducing operating costs through improved energy efficiency.*	# of housing providers engaged	64	Completed and Ongoing
2.2	Revitalize and modernize community housing.	2.2.e. Build governance capacity and enhance support to housing provider Boards of Directors.*	# of annual meetings held with agency Boards of Directors yearly to support their continued governance	4 Meetings	Completed and Ongoing
2.2	Revitalize and modernize community housing.	2.2.e. Build governance capacity and enhance support to housing provider Boards of Directors.*	# of social housing providers maintaining their participation in the social housing system	100%	In Progress
2.2	Revitalize and modernize community housing.	2.2.f. Create the tools to retain affordable rental rates and stability of social housing beyond current operating agreements.*	# of units retained post end of mortgage / end of operating agreements		Future Target
2.2	Revitalize and modernize community housing.	2.2.f. Create the tools to retain affordable rental rates and stability of social housing beyond current operating agreements.*	# of units retained post end of mortgage / end of operating agreements		Future Target

Strategic Initiative		Actions	Key Measures	2021 YTD	Status
2.3	Increase supportive and specialized housing options.	2.3.a. Develop a supportive and specialized housing model based on unique needs and local priorities.	# of strategic partnerships established	3	Completed and Ongoing
2.3	Increase supportive and specialized housing options.	2.3.a. Develop a supportive and specialized housing model based on unique needs and local priorities.	# of projects advanced	1	Completed and Ongoing
2.3	Increase supportive and specialized housing options.	2.3.a. Develop a supportive and specialized housing model based on unique needs and local priorities.	# of new supportive and specialized housing units created	44	Completed and Ongoing
2.3	Increase supportive and specialized housing options.	2.3.b. Work across sectors and systems to create supportive housing solutions for individuals and families at risk of or experiencing homelessness.	# of housing solutions implemented	2	Completed and Ongoing
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.a. Establish a network of sector leaders to develop new models of affordable housing.*	# of sector and/or industry leaders engaged	26	Completed and Ongoing
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.b. Combine government programs and funding to create new affordable housing supply.*	# of government programs leveraged	4	Completed and Ongoing
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.b. Combine government programs and funding to create new affordable housing supply.*	# of developments advanced through stacking funding	9	Completed and Ongoing
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.c. Use foundations, land trusts, and other means to attract investment and resources into affordable housing.	\$ amount attracted into affordable housing		Future Target
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.c. Use foundations, land trusts, and other means to attract investment and resources into affordable housing.	# of land transactions		Future Target
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.d. Support the non-profit sector in the creation of new affordable housing.*	# of non-profit housing corporations and co-operatives engaged	8	Completed and Ongoing
2.4	Attract new and engage current partners towards affordable housing solutions.	2.4.d. Support the non-profit sector in the creation of new affordable housing.*	2.4.d. Support the non-profit sector in the creation of new affordable housing.*		Future Target

Strategic Area of Focus 3: Provide Housing Supports

Strategic Initiative		Actions	Metrics	2020 YTD	Status
3.1	Help individuals and families access housing stability services and solutions that best meet their needs.	3.1.a. Implement a centralized access system to assist individuals and families to meet their housing stability needs.*	# of tools and resources available to support individuals and families	0	Completed and Ongoing
3.1	Help individuals and families access housing stability services and solutions that best meet their needs.	3.1.b. Implement a rapid housing program to support local priority populations.	# of housing supplements provided	0	Completed and Ongoing
3.1	Help individuals and families access housing stability services and solutions that best meet their needs.	3.1.c. Implement a person-centred housing stability needs assessment to quickly and effectively serve individuals and families.*	Develop a new housing assessment and readiness tool	0	Completed and Ongoing
3.2	Implement coordinated access to mental health and addictions services and supports.	3.2.a. Re-engage relevant sectors to assist individuals who present with physical health, mental health, addictions, and trauma.	# of agreements established with mental health, physical health, and addictions service providers	0	Completed and Ongoing
3.2	Implement coordinated access to mental health and addictions services and supports.	3.2.a. Re-engage relevant sectors to assist individuals who present with physical health, mental health, addictions, and trauma.	# of people diverted from discharge to homelessness	45%	Completed and Ongoing
3.2	Implement coordinated access to mental health and addictions services and supports.	3.2.b. Strengthen partnerships with the health sector to provide opportunities for continuity of care in community.	# of partnerships with the health sector	8	Completed and Ongoing
3.2	Implement coordinated access to mental health and addictions services and supports.	3.2.b. Strengthen partnerships with the health sector to provide opportunities for continuity of care in community.	# of providers engaged in the housing with supports model of care	3	In progress
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.a. Work with individuals and families to determine their support needs and expand programs that assist them in moving towards their housing goals.*	# of supplements provided	531	Completed and Ongoing
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.a. Work with individuals and families to determine their support needs and expand programs that assist them in moving towards their housing goals.*	# of agencies who provide supports	13	Completed and ongoing

Strategic Initiative		Actions	Metrics	2020 YTD	Status
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.a. Work with individuals and families to determine their support needs and expand programs that assist them in moving towards their housing goals.*	# of facilitated housing transitions		In progress
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.a. Work with individuals and families to determine their support needs and expand programs that assist them in moving towards their housing goals.*	# of subsidized units		In progress
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.b. Support housing providers to help tenants reach their community of choice.*	# of policies and practices implemented	1	Completed and Ongoing
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.b. Support housing providers to help tenants reach their community of choice.*	# of supports available to housing providers	0	Completed and Ongoing
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.b. Support housing providers to help tenants reach their community of choice.*	# of housing providers supported	20	Future Target
3.3	Support movement and choice within a range of housing options and services based on the needs and interests of individuals and families.	3.3.b. Support housing providers to help tenants reach their community of choice.*	# of housing providers offering subsidized units		Future Target
3.4	Strengthen and enhance the delivery of housing stability services.	3.4.a. Provide education and supports for landlords and tenants to improve housing stability.*	# of tenancy skills courses delivered to the community	0	Completed and Ongoing
3.4	Strengthen and enhance the delivery of housing stability services.	3.4.a. Provide education and supports for landlords and tenants to improve housing stability.*	# of development opportunities offered to the housing provider community	2	Completed and Ongoing
3.4	Strengthen and enhance the delivery of housing stability services.	3.4.b. Develop and implement an eviction prevention strategy to support housing stability.*	# of evictions prevented	67	Completed and Ongoing
3.4	Strengthen and enhance the delivery of housing stability services.	3.4.c. Implement additional housing stability programs that meet the needs of individuals and families.*	# of programs across the housing stability system	0	Completed and Ongoing

Strategic Initiative	Actions	Metrics	2020 YTD	Status
3.4 Strengthen and enhance the delivery of housing stability services.	3.4.c. Implement additional housing stability programs that meet the needs of individuals and families.*	# of new units made available for rapid rehousing purposes		Completed and Ongoing
3.4 Strengthen and enhance the delivery of housing stability services.	3.4.d. Work with community housing providers to support housing stability.	# of programs across the housing stability system		In Progress
3.4 Strengthen and enhance the delivery of housing stability services.	3.4.d. Work with community housing providers to support housing stability.	# of women and children supported through the Housing First portfolio in the Violence Against Women sector	25	In Progress
3.4 Strengthen and enhance the delivery of housing stability services.	3.4.e. Invest in and expand Housing First programs into other sectors.	3.4.e. Invest in and expand Housing First programs into other sectors.		Future Target
3.4 Strengthen and enhance the delivery of housing stability services.	3.4.e. Invest in and expand Housing First programs into other sectors.	# of youth supported through Housing First in collaboration with the Children's Aid Society		Future Target
3.4 Strengthen and enhance the delivery of housing stability services.	3.4.e. Invest in and expand Housing First programs into other sectors.	# of individuals and families being discharged from hospital or jail supported through Housing First in collaboration with the health and justice sectors		Future Target
3.5 Assist individuals and families to move towards community integration and belonging.	3.5.a. Work with landlords to connect residents to supports, services, and resources in their community.	# of education activities to connect individuals and families with their community	9	Future Target
3.5 Assist individuals and families to move towards community integration and belonging.	3.5.b. Work with individuals and families to determine the supports they need to move towards community belonging.	# of consultations with individuals and families		Future Target
3.5 Assist individuals and families to move towards community integration and belonging.	3.5.b. Work with individuals and families to determine the supports they need to move towards community belonging.	# of individuals and families consulted		Future Target

Strategic Initiative		Actions	Metrics	2020 YTD	Status
3.5	Assist individuals and families to move towards community integration and belonging.	3.5.b. Work with individuals and families to determine the supports they need to move towards community belonging.	# of practices, services, and programs implemented to meets needs identified		Future Target
3.5	Assist individuals and families to move towards community integration and belonging.	3.5.c. Work to increase income and provide employment opportunities for individuals and families.	# of employment related support services made available to individuals and families		Future Target
3.5	Assist individuals and families to move towards community integration and belonging.	3.5.c. Work to increase income and provide employment opportunities for individuals and families.	# of income related support services made available to individuals and families		Future Target

Strategic Area of Focus 4: Transform the Service System

Strategic Initiative		Actions	Metrics	2020 YTD	Status
4.1	Redesign and implement a new housing system to better help individuals and families avoid homelessness and achieve housing stability.	4.1.a. Articulate a clear vision for the delivery of housing stability for all.*	# of communication materials developed that articulate the housing stability system	3	Completed and Ongoing
4.1	Redesign and implement a new housing system to better help individuals and families avoid homelessness and achieve housing stability.	4.1.b. Create a community-based housing stability leadership working group to help guide the implementation of system change.	# of shared services integrated through a single access point		Future Target
4.1	Redesign and implement a new housing system to better help individuals and families avoid homelessness and achieve housing stability.	4.1.c. Develop shared standards of practice within municipal housing services and homeless prevention and across the housing stability system.*	# of shared standards of practice implemented		Future Target
4.1	Redesign and implement a new housing system to better help	4.1.d. Align existing priority lists and services within the housing stability system.*	# of priority lists aligned	1	In Progress

Strategic Initiative	Actions	Metrics	2020 YTD	Status
individuals and families avoid homelessness and achieve housing stability.				
4.1 Redesign and implement a new housing system to better help individuals and families avoid homelessness and achieve housing stability.	4.1.e. Maximize provincial and federal funding to meet agreement requirements and to enhance housing stability.	provincial and federal funding secured	100%	Completed and Ongoing
4.2 Use data to drive decision-making to respond in real-time to the housing stability needs of individuals and families.	4.2.a. Develop a data culture to ensure decisions are informed by local intelligence.	# of existing databases integrated for service delivery support	3	Completed and Ongoing
4.2 Use data to drive decision-making to respond in real-time to the housing stability needs of individuals and families.	4.2.b. Investigate evidence-based models and practices and determine their suitability to London.	# of evidence-based models and practices implemented	0	Completed and Ongoing
4.2 Use data to drive decision-making to respond in real-time to the housing stability needs of individuals and families.	4.2.c. Evaluate progress and report annually on housing stability efforts and metrics.*	# of Housing Stability Action Plan actions completed	71 actions or 60%	In Progress
4.1 Redesign and implement a new housing system to better help individuals and families avoid homelessness and achieve housing stability.	4.2.d. Establish cross-functional teams that monitor changes to the housing market and determine the needs of priority populations.*	# of enterprise wide support services	6	Completed and Ongoing
4.3 Be a local and national leader in housing stability.	4.3.a. Ensure municipal council has strong information from committees and community networks and other mechanisms to support housing stability.	# of committees and community networks were engaged with providing housing stability related information to Council	7	Completed and Ongoing
4.3 Be a local and national leader in housing stability.	4.3.b. Participate in provincial and national initiatives to solve homelessness.	# of provincial initiatives participated in	4	Completed and Ongoing

Strategic Initiative	Actions	Key Measures	2020 YTD	Status
4.3 Be a local and national leader in housing stability.	4.3.b. Participate in provincial and national initiatives to solve homelessness.	# of national initiatives participated in	3	Completed and Ongoing
4.3 Be a local and national leader in housing stability.	4.3.c. Share results through reports, community engagement, education, and training opportunities.*	# of communication materials developed that articulate the housing stability system	2	Completed and Ongoing
4.3 Be a local and national leader in housing stability.	4.3.d. Engage individuals with lived experience and foster opportunities for peer support in the community.*	# of individuals with lived experience engaged		Future Target
4.3 Be a local and national leader in housing stability.	4.3.d. Engage individuals with lived experience and foster opportunities for peer support in the community.*	# of opportunities for individuals with lived experience to participate in the system	3	Completed and Ongoing
4.3 Be a local and national leader in housing stability.	4.3.e. Raise awareness of housing stability initiatives and efforts in the community.*	# of outreach and awareness events held	2	Completed and Ongoing



**Neighbourhood
Legal Services**
LONDON AND MIDDLESEX

May 27, 2022

Community and Protective Services Committee
City of London
300 Dufferin Ave
London, ON N6B 1Z2

By email cpsc@london.ca

**Re: May 31, 2022 Agenda Item – Housing Stability For All Plan – Single Source Procurements
Extreme Clean / Hoarding Program**

Dear Committee Members:

Neighbourhood Legal Services is a poverty law clinic assisting low income Ontarians who reside in Middlesex County with legal issues in the areas of social assistance, landlord/tenant and employment. As such, we are highly aware of the difficulties that low income Ontarians encounter.

We assist tenants who are facing eviction at the Landlord and Tenant Board. Some of the tenants we assist are being evicted due to hoarding issues. Some are unable to comply with pest management treatment requests because they cannot clear belongings and are therefore facing eviction.

These tenants need specialized services. At present there is a large void in our community for tenants in this area; there are currently no City funded services to assist with the actual cleanup for disabled and elderly tenants and precious few for the necessary mental health support to enable tenants to part with their belongings.

As such we fully support the staff recommendation to provide funding to the VHA Home Healthcare team to allow the London Extreme Clean and Hoarding Program to continue to provide and increase services to tenants having hoarding difficulties so that they may be able to maintain their housing.

Yours truly,

Mike Laliberte
Staff Lawyer

Theresa Kiefer
Housing Support Worker

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Housing Stability Services - Single Source Procurements
Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions Be Taken with respect to Housing Stability Services - Single Source Procurements, that;

- a) single source procurements BE **APPROVED** at a total estimated cost of \$2,350,000 (excluding HST) for the period of April 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms, to administer Housing Stability Services programs, as per the Corporation of the City of London Procurement Policy Section 14.4 d) and e); to the following providers:
- Unity Project for Relief of Homelessness - Hotel Response (SS-2022-157)
 - CMHA Thames Valley Addiction & Mental Health Services - Holly's House (SS-2022-158)
 - St. Leonard's Community Services – Project Home Baseline supports (SS-2022-159)
 - London Cares Homeless Response Services- Veteran's Program (SS-2022-160)
 - CMHA Thames Valley Addiction & Mental Health Services - Housing Stability Table Program (SS-2022-161)
 - VHA Home Healthcare - Extreme Clean/Hoarding Program (SS-2022-162)
- b) that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project;
- c) that the approval given herein **BE CONDITIONAL** upon the Corporation entering into a Purchase of Service Agreements with each program.

Executive Summary

Civic Administration is seeking approval to procure the following agencies/programs to provide prevention, diversion, emergency shelter and housing support to assist with the current COVID-19 recovery challenges faced by The City of London.

Recommended programs support the goals of the City of London Housing Stability Action Plan (2019) and the 2019-2023 Strategic Plan for the City of London by supporting vulnerable Londoners who are at risk of or experiencing homelessness and/or gender-based violence. The programs are also recommended by City of London community advisory committees after extensive consultation, including The London Homeless Coalition and the London Homeless Prevention Network. The recommended programs include:

1. Unity Project for the Relief of Homelessness – Emergency shelter temporary hotel response.
2. CMHA Thames Valley Addiction & Mental Health Services – Holly's House
3. St. Leonard's Community Services – Project Home Baseline Supports
4. London Cares Homeless Response Services – Veteran's Housing Support Program
5. CMHA Thames Valley Addiction & Mental Health Services – Housing Stability Table Program
6. VHA Home Healthcare – Extreme Clean/Hoarding Program

Pending City Council approval, Civic Administration will enter into 2022-23 Purchase of Service funding agreements, with the option to renew agreements for up to five additional one-year terms, subject to budgetary approval.

Funding for all recommended programs is provided through 2022-23 provincial and federal programs, including the Ontario Social Services Relief Fund, Reaching Home: Canada's Homelessness Strategy, and The Ontario Homelessness Prevention Program (HPP).

In 2022-23, Civic Administration will be undertaking further community consultation to inform additional funding and program recommendations. Council approval will be sought as required under the City of London Procurement of Goods and Services Policy.

Linkage to the Corporate Strategic Plan

The 2019 – 2023 Strategic Plan for the City of London

The City of London identifies 'Strengthening Our Community' and 'Building a Sustainable City' as strategic areas of focus.

Londoners have access to the supports they need to be successful.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

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

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

Providing the right level of support at the right time to support individuals and families experiencing or at risk of experiencing homelessness are strategic areas of focus within the 2019 – 2024 Housing Stability Action Plan. London needs to maintain and where possible increase capacity and availability of services across many sectors to meet the housing stability needs of individuals and families in crisis.

Links to Community Recovery

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

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Multi-Program Ontario Transfer Payment Agreement – Homelessness Prevention Program Approval (CPSC: March 29, 2022)
- 2022-23 Single Source Award Recommendation for Housing Stability Service Programs; Including Housing First, Supportive Housing and Day Drop-in Programs
- Single Source Award Recommendation for Housing Stability Service Programs;

including Outreach, Emergency Shelter and Housing Stability Bank (CPSC: February 1, 2022)

- Single Source Procurement – London Homeless Prevention Housing Allowance Program (CPSC: February 1, 2022)
- Municipal Council Approval of the Housing Stability Plan 2019 to 2024 as Required Under the Housing Services Act, 2011 (CPSC: December 3, 2019)

2.0 Discussion and Considerations

2.1 Purpose

Housing Stability Services is working in coordination with the community to deliver a COVID-19 recovery that will continue to support the needs of individuals at risk of or experiencing homelessness. Additional prevention, diversion, emergency shelter and housing support services continue to be considered and are in various stages of being procured. As is always the case, community consultation will occur in the coming months to inform program direction and service level decision-making regarding the needs of individuals experiencing and at risk of homelessness in our community.

Single source approval is recommended for all programs identified, for the period of April 1, 2022, to March 31, 2023. An overview of the programs is provided in Section 2.2 of this report, and funding allocations are included in Schedule 1.

2.2 Background

Overview of Recommended Programs

Unity Project Emergency Shelter

The Unity Project for the Relief of Homelessness emergency shelter was displaced from their Dundas Street location because of changes to Ontario COVID-19 health guidelines for congregate living settings. The agency has been unable to return to their original location, however they have been able to consistently support fifty individuals experiencing homelessness per night. Unity Project is currently operating their shelter at a local hotel and have requested additional assistance with space costs until they are able to find a suitable permanent alternative location.

Unity Project provides housing outcome focused emergency shelter, supportive housing, and housing stability programming. Unity Project adapts Housing First to the emergency shelter context to help people to obtain and maintain housing and to achieve wellness and belonging in community. They help people to end their experience of homelessness and help the City of London advance the Housing Stability System.

CMHA Thames Valley Addiction and Mental Health Services - Holly's House

Holly's House is a housing-focused service collaborative between the Canadian Mental Health Association (CMHA) – My Sister's Place, ANOVA and Street Level Women at Risk. Holly's house has been operating since the beginning of the pandemic. The space provides safe space for women fleeing violence and human trafficking and supports their journey to obtain permanent housing.

London Cares Homeless Response Services - Veteran's Housing Support Program

To continue to support homeless Veterans achieve housing stability, Civic Administration is recommending the approval of an additional Veteran's Housing Support Program through a cost-shared program with London Cares and the Royal Canadian Legion. This program will create an additional Veteran's Housing Support Worker. While the community's work to functionally end Veteran's homelessness in 2021 was a significant achievement, the work continues as each month additional homeless Veterans are identified through the City's Coordinated Access system.

St. Leonard's Community Services-Baseline Road Temporary On-Site Supports

Civic Administration is recommending the approval of a resident support program during the startup of the new affordable housing development at 122 Baseline Road. This program will create an additional on-site housing stability worker to support tenants with identified and emerging needs, to assist in maintaining housing stability for those living in the building. The City led affordable housing development at this site is operating at full capacity and ensuring tenant success is a foundation of the project. This additional support service will be instrumental in helping those that need additional support in their housing stability journey.

CMHA Thames Valley Addiction and Mental Health Services - Housing Stability Table

Civic administration is recommending short-term approval to continue the Housing Stability Table program. This program assists housing providers and tenants living within a London-Middlesex social housing community to access additional homeless prevention services when a tenancy is at-risk.

Extreme Clean/Hoarding Program

Civic Administration is recommending short-term funding approval to assist the London Extreme Clean and Hoarding Program continue services for the London area. As a result of a loss of funding in early 2022, the program has been forced to reduce services that contribute to the prevention of homelessness for Londoners.

The health and safety risks associated with extreme clutter, squalor and hoarding are multi-leveled. Without help, problematic hoarding can continue to escalate and severely impact the ability to carry out daily tasks such as cooking, cleaning, personal hygiene, or sleeping as appliances, furniture, and living spaces become unusable. The buildup of clutter can lead to an increased risk of falls, problems with medication management, and exacerbation of health issues. In all, it can create poor sanitary conditions, impair access to emergency services, increase the risk for fire, and be a leading factor in a person becoming evicted.

Civic administration is working with the VHA Home Healthcare team to refine this program to align with the City's Coordinated Access system and contribute to the goals of the Housing Stability Action Plan.

2.3 Procurement Process

Civic Administration (Purchasing and Supply) is recommending that the single source procurements for the listed agencies in this report be made under Section 14.4 d) and e) of The Corporation of the City of London Procurement of Goods and Services Policy, stating there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract and/or the required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience to ensure the continuity of the identified services for 2022-23.

The request to have a one-year term for the approval of these services allows flexibility in our community's COVID recovery efforts. Four optional one-year renewal terms allow for any significant changes in scope of service or funding availability to support these programs for an additional term.

In addition, as the system looks to respond to the ever-changing needs of the community, this approval allows for some minor flexibility to meet local needs on a yearly basis.

3.0 Financial Impact/Considerations

The 2022-23 cost for the proposed Homeless Stability Services program agreements is estimated at \$2,350,000, as outlined in Schedule 1 of this report.

Funding for all recommended programs is provided through 2022-23 provincial and federal programs, including the Ontario Social Services Relief Fund, Reaching Home: Canada's Homelessness Strategy, and The Ontario Homelessness Prevention Program (HPP).

Conclusion

While Civic Administration implements the Council approved Housing Stability Action Plan (2019) as the guiding document for the delivery of Housing Stability Services in the community, it is also recognized that system pressures on all programs continues to rise. Efforts continue to be made to introduce positive changes in the system. While much work remains as a community and as a system, the contents of this report provide for a suite of services to be delivered to support vulnerable Londoners at risk of or experiencing homelessness.

This report seeks Council direction and support for the City of London to enter into Single Source Purchase of Service Agreements with all programs noted herein.

Prepared by:	Kate Green, Manager, Housing Stability Services
Submitted by:	Craig Cooper, Director, Housing Stability Services
Recommended by:	Kevin Dickins, Deputy City Manager, Social & Health Development

Schedule 1 – Overview of Housing Stability Service Funding Allocations

Program	Agency	Cost Estimate
Emergency Shelter	Unity Project for the Relief of Homelessness	\$750,000
Baseline Road Supports	St. Leonard’s Society of London	\$75,000
Veterans Housing Support Program	London Cares Homeless Response Services	\$75,000
Holly’s House	CMHA Thames Valley Addiction & Mental Health Services	\$600,000
Housing Stability Table	CMHA Thames Valley Addiction & Mental Health Services	\$250,000
Extreme Clean/Hoarding Support Program	VHA Home Healthcare	\$400,000
<i>Total</i>		<i>\$2,350,000</i>

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Housing Stability Services - Single Source Procurements
Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions Be Taken with respect to Housing Stability Services - Single Source Procurements, that;

- a) single source procurements BE **APPROVED** at a total estimated cost of \$2,150,000 (excluding HST) for the period of April 1, 2022, to March 31, 2023, with the opportunity to extend for four (4) additional one (1) year terms, to administer Housing Stability Services programs, as per the Corporation of the City of London Procurement Policy Section 14.4 d) and e); to the following providers:
- Unity Project for Relief of Homelessness - Hotel Response (SS-2022-157)
 - CMHA Thames Valley Addiction & Mental Health Services - Holly's House (SS-2022-158)
 - St. Leonard's Community Services – Project Home Baseline supports (SS-2022-159)
 - London Cares Homeless Response Services- Veteran's Program (SS-2022-160)
 - CMHA Thames Valley Addiction & Mental Health Services - Housing Stability Table Program (SS-2022-161)
 - VHA Home Healthcare - Extreme Clean/Hoarding Program (SS-2022-162)
- b) that Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project;
- c) that the approval given herein **BE CONDITIONAL** upon the Corporation entering into a Purchase of Service Agreements with each program.

Executive Summary

Civic Administration is seeking approval to procure the following agencies/programs to provide prevention, diversion, emergency shelter and housing support to assist with the current COVID-19 recovery challenges faced by The City of London.

Recommended programs support the goals of the City of London Housing Stability Action Plan (2019) and the 2019-2023 Strategic Plan for the City of London by supporting vulnerable Londoners who are at risk of or experiencing homelessness and/or gender-based violence. The programs are also recommended by City of London community advisory committees after extensive consultation, including The London Homeless Coalition and the London Homeless Prevention Network. The recommended programs include:

1. Unity Project for the Relief of Homelessness – Emergency shelter temporary hotel response.
2. CMHA Thames Valley Addiction & Mental Health Services – Holly's House
3. St. Leonard's Community Services – Project Home Baseline Supports
4. London Cares Homeless Response Services – Veteran's Housing Support Program
5. CMHA Thames Valley Addiction & Mental Health Services – Housing Stability Table Program
6. VHA Home Healthcare – Extreme Clean/Hoarding Program

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Kevin Dickins, Deputy City Manager, Social and Health Development

Subject: 2019-2022 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network - Declaration of Compliance – April 1, 2021 – March 31, 2022

Date: May 31, 2022

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, regarding compliance with the terms of the 2019-2022 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network - Declaration of Compliance – April 1, 2021 – March 31, 2022, that;

- the Deputy City Manager, Social and Health Development **BE AUTHORIZED** to execute the Declaration of Compliance (substantially in the form attached as Schedule 1) for the reporting period April 1, 2021 to March 31, 2022.

Analysis

1.0 Previous Reports Pertinent to this Matter

- 2019-22 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2020 – March 31, 2021. (Community and Protective Services Committee – June 1, 2021)
- 2019-22 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2019 – March 31, 2020. (Community and Protective Services Committee – July 15, 2020)
- 2017-19 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2018 – March 31, 2019. (Community and Protective Services Committee – May 28, 2019)
- 2017-18 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2017 – March 31, 2018. (Community and Protective Services Committee – May 29, 2018)
- 2017-18 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and the South West Local Health Integration Network – Declaration of Compliance April 1, 2016 – March 31, 2017. (Community and Protective Services Committee – May 24, 2017)

2.0 Background Information

- It is a requirement of the Local Health System Integration Act, 2006 that a Local Health Integration Network (LHIN) have a service accountability agreement (SAA) in place with each Health Service Provider (HSP) that it funds. The SAA for the Dearness Home Adult Day Program is called the Multi-Sector Service Accountability Agreement (M-SAA).
- On March 26, 2019, 2019 Council approved 2019-2022 Multi-Sector Accountability Agreement (M-SAA) for the period April 1, 2021 to March 31, 2022, to be entered into with the South West Local Health Integration Network (LHIN) for the provision

of funding with respect to the Adult Day Program. Mayor and City Clerks executed the document.

- Article 8.1 (d) of the Agreement sets out the requirement for the Board of the HSP to issue a declaration that the HSP has complied with the terms of the Agreement. Under Article 1.0 of the Agreement (Definitions and Interpretations) with respect to a municipality, “Board” means the Municipal Council. The reporting timeline set out in the Agreement is “within 90 days of the HSP’s fiscal year-end”.
- The fiscal year end of the Dearness Home Adult Day Program is March 31st which requires submission of the Declaration of Compliance by June 30th.
- With respect to compliance with the M-SAA agreement, the Administrator of Dearness Home has confirmed that during the reporting period April 1, 2021 to March 31, 2022 the Dearness Home Adult Day Program has complied with the terms of the M-SAA agreement and specifically any procurement practices set out in Article 4.8 of the Agreement and the Local Health System Integration Act, 2006.

Conclusion

It is recommended that the Deputy City Manager, Social and Health Development be authorized by Municipal Council (Board) to execute the Declaration of Compliance for the Dearness Home Adult Day Program for the period April 1, 2021 to March 31, 2022.

Prepared by:	Jeff Millman, Financial Business Administrator
Submitted by:	Leslie Hancock, Administrator of the Dearness Home
Recommended by:	Kevin Dickins, Deputy City Manager, Social and Health Development

SCHEDULE F – DECLARATION OF COMPLIANCE

DECLARATION OF COMPLIANCE

Issued pursuant to the MSAA effective April 1, 2021

To: The Board of Directors of the [Ontario Health (West)] Attn: Board Chair.

From: The [Board of Directors (the “Board”) of the The Corporation of the City of London] (the “HSP”)

Date: [June 14, 2022]

Re: April 1, 2021 – March 31, 2022 (the “Applicable Period”)

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the MSAA between the Ontario Health Region and the HSP effective April 1, 2021.

The Board has authorized me, by resolution dated [June 14, 2022], to declare to you as follows:

After making inquiries of the [Leslie Hancock, the Administrator of the Dearness Home and Kevin Dickins, Deputy City Manager, Social and Health Development] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board’s knowledge and belief, the HSP has fulfilled, its obligations under the service accountability agreement (the “MSAA”) in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP has complied with:

- (i) Article 4.8 of the MSAA concerning applicable procurement practices; and,
- (ii) the *Connecting Care Act, 2019*.

[Kevin Dickins, Deputy City Manager, Social and Health Development

SCHEDULE F – DECLARATION OF COMPLIANCE

Appendix 1 - Exceptions

[Please identify each obligation under the MSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

Subject: [EXTERNAL] On the Wellbeing of Waterfowl, and a Proposal to Resolve the Disservice of Ducks

Dear Community and Protective Services Committee,

My name is Daniel Brunt, and I am a Ninth Grade student at H. B. Beal Secondary School in London, Ontario.

There are many things that I love about London, but my most emphatic appreciation for the city comes from the wonderful parks and natural areas that scatter themselves across the Thames River and its riverlike neighbours. I walk by the River almost every day, and I love to take photos of the nature that inhabits it, particularly the wildlife. One species that I always enjoy seeing is the mallards, floating up and down the stream, year-round in some areas. What saddens me about these ducks is how many unknowing people choose to interact with them.

Feeding bread to waterbirds is a common gesture seen all over the world, but particularly in Western culture. It has been traditionalized for hundreds of years, far before Ecology or human-caused extinction was as global of a problem as it is now. I believe that our community's populace should be informed of the dangers of feeding bread to ducks, and as a potential resolution, I have come up with a proposal of how to deal with this issue. Before I introduce the idea, I must explain why bread and human-based dietary dependency is a danger to ducks.

First, the mallards themselves can be harmed. When ducks are children they need a large variety of proteins and nutrients to survive and mature properly. They eat different plants, insects, and occasionally worms and water snails, all of which create a balanced and healthy diet that ensures the ducklings' development. By feeding these ducklings bread and other non-nutritious starches, they gain a large number of calories for very little nutritional value. It can also affect their behaviours as they mature, as stated by TheSpruce, "because ducks will eagerly seek out an easy food source such as human handouts, ducklings will not learn to recognize or forage for natural foods as easily" (Mayntz). These ducks may also become more familiar with humans, causing them to take greater risks without realising their mistakes; such as crossing busy roads or going into areas with potential toxicity, including landfills. These birds may also choose to lay their eggs in areas near humans, causing overcrowding and a faster spread of disease. You can see this overcrowding in almost any of the more popular duck feeding spots; constantly crowding near bridges and the edges of river-edge pathways. Pollution can also be created if not all of the bread is eaten by the mallards, and pests can be attracted as a result.

Secondly, due to the duck population being upset and altered by the initial actions of humans, the ecological equilibrium in our city's water environments can be set awry. The CCW (Conserving Canada's Wetlands) puts this simply, "Waterfowl and waterbirds are integral parts of wetland ecosystems. They're large-bodied and often airborne, which makes them relatively easy to observe. And they're mobile; traveling far distances and stopping at multiple wetland sites along the way" (Rae). Given the situation that a duck population is damaged by the effects of human interaction stated in the previous paragraph, many ecological issues can appear. With fewer ducks taking prey upon them, the population of insects in near-water areas can drastically increase and push remaining ducks and various other small animals out of the area. This can also raise the tick population in more forested domains, harming not only animals, but humans as well. Plants can slowly die, and certain, more dominant species -

especially large turtles and hawks - may also have to vacate the area due to a lack of food. If the effects amplify for long enough, human intervention may be necessary, and in some more unfortunate scenarios, permanent damage can be done to our ecosystems.

So, how do we prevent people from feeding bread to waterbirds? There are many solutions, of course, but one of the simplest options - and the solution that I will be focusing on - is to place *signs* in the areas that people feed ducks the most (I have attached a file of various design prototypes, for your interest).

Informing people about this matter is the most important thing that London's municipality could do to prevent the issue from constantly recurring. By placing signs in areas around the River and waterways across London, passersby will be persistently reminded of the environmental dangers of feeding bread to ducks and ducklings. Signs act as a stagnant warning that can slowly reconstruct how people choose to act, as stated by PLoS One, "Signage plays an important role in our society as a means of transmitting a message in an attempt to persuade us what to do and what not to do, thus acting as stationary, persuasive communication"(Meis, Kashima, Manalo). This is why I believe that signs could slowly, but surely bring down the traditionalized act of feeding bread to ducks. With the addition of these signs, there may also come a discussion, bringing curiosity about the consequences of feeding ducks to even more people, and educating our community as a whole.

Lastly, the signs could be used to show people the alternative methods of feeding mallards. In a time of constant societal change and activism, the world is ripe for breaking traditions for more rational solutions. If there had been any time in history to reform how people act around our environment and wildlife, it would be now. As wonderfully stated in an article from the Ashoka group on Medium, "What is the defining skill for the 21st century? It's not coding, says Ravi Venkatesan — it's the ability to solve problems and lead change" (Brooks). Even if some people decide to continue their feeding of waterfowl, we can change what people are feeding them, and force them to use safer, more nutritious foods - these include birdseed, raisins, pumpkin seeds, and dried fruit.

The attributes of society are forever changing, forever improving, and forever being restructured by the people who claim it as theirs. The biggest of changes are hyperbolic ripples of many smaller actions done by a few people working together. While putting up a few signs and telling people not to throw pieces of bread at ducks may not seem like a great deed, it could be the first domino in a chain that leads to bigger and better things, weeks, months, years, or even decades in the future. Setting up these signs could save the lives of many water birds that are natural landmarks of our part of the world, protect the ever trembling equilibrium of our near-water environments, and help educate our community in the process.

Thank you for taking the time out of your day to read this.

Best wishes,
Daniel Brunt



**DO NOT FEED BREAD
TO THE DUCKS**



DO FEED THEM

- Birdseed
- Raisins
- Pumpkin Seeds
- Dried Fruit

**DO NOT FEED BREAD
TO THE DUCKS**

**DO NOT FEED BREAD
TO THE DUCKS**



**BREAD IS BAD
FOR US!
PLEASE BE
CONSIDERATE**



From: Diane Devine
Sent: Friday, May 20, 2022 8:00 AM
To: Bunn, Jerri-Joanne
Subject: [EXTERNAL] Delegation status for May 31st 4pm

I would like to request Delegation Status for the council meeting dated May 31th at 4pm.

I would like to speak to the Community and Protective Services Committee regarding the Affordable Housing Community Improvement Plan, and the growing need for such housing to be developed sooner than later within London.

I give my permission to have my information added to the mentioned documents as required.

--

Diane Devine

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee
From: Scott Mathers, MPA, P. Eng., Deputy City Manager,
Planning & Economic Development
Subject: Short-term Accommodations – Proposed Amendments
Date: May 31, 2022

Recommendation

That on the Recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the licensing and regulation of Short-term Accommodations:

- a) the proposed by-law attached hereto as Appendix 'A' **BE INTRODUCED** at the Municipal Council meeting on June 14, 2022, to amend the Business Licencing By-law L.131-16 to add a new Schedule including definitions and fees related to the Licensing of Short-term Accommodations; and
- b) the proposed by-law attached hereto as Appendix 'B' **BE INTRODUCED** at the Municipal Council meeting June 14, 2022, to amend the Administrative Monetary Penalty System (AMPS) By-law A-54 to add penalties for non-compliance related to the licensing of Short-term Accommodations.

Summary

On March 29th, 2022 Staff presented proposed amendments to the Business Licensing By-law on the subject of licensing Short-term Accommodations (STAs) and held a public participation meeting. This report addresses several of the questions asked during the meeting and recommends revised amendments to introduce a new licensing category for STAs.

1.0 Background Information

1.1 Previous Reports

- CPSC - April 25, 2018 - Short-term Accommodations – Information Report
- CPSC - May 1, 2018 - Short-term Accommodations – Information Report
- SPPC - June 25, 2018 - Municipal Accommodation Tax – Agreements and By-laws.
- CPSC - February 19, 2020 - Short-term Accommodations – Information Report
- CPSC - March 29, 2022 – Short Term Accommodations Proposed By-law Amendments & Public Participation Meeting (PPM)

1.2 Strategic Plan

The Licensing of Short-term Accommodations is connected to, and supports, the implementation of the 2019-2023 Strategic Plan for the City of London by:

5.1 Strengthening our Community; through promotion and support of fire safety through increased public education and prevention, utilizing all the resources of the London Fire Department.

5.2 Leading in Public Service; through researching and responding to emerging planning trends and issues.

2.0 Analysis

At the March 29th Public Participation Meeting (PPM), many comments were received regarding the proposed STA amendments. Almost all the 40+/- comments were from operators of STAs who had concerns about the direction of the amendments, specifically the regulation limiting STAs to principal residences. The following are responses to comments received.

i. Can the City require STAs be locally owned?

The City cannot require the owners of STAs to live in London, or within a specific distance from London, but can regulate that the STAs be within a person's principal residence. Such a regulation would meet the intent of local ownership.

ii. Can the City ban or restrict commercial operators or cap the number of licenses?

Similar to (i) above, a principal residence regulation would inherently restrict commercial operators. Staff do not recommend putting a cap on the number of licenses issued as there is currently no rationale to suggest such a regulation. There are often undesirable or unintended consequences associated with artificial limits.

iii. Does Ontario Building Code and Property Standards By-law requirements apply to STAs?

Yes, the Ontario Building Code and Property Standards By-law requirements do, and will continue to, apply to STAs. Issues such as ceiling heights and safe egress are based on the municipal purposes of public safety.

iv. How many nuisance complaints can be attributed to STAs?

The City does not code nor note property tenure when receiving complaints regarding matters such as noise and parking. Complaints are investigated based on officer availability, urgency, and risk.

v. Is the City able to regulate STAs through Zoning?

When considering regulating STAs as a land use matter under the Planning Act concerns regarding land use conflicts between residential and commercial uses, and the impact on existing commercial areas and neighbourhoods, would need to be evaluated. An amendment to the Zoning-By-law would be required, and a new definition for STA would need to be developed. Matters of nuisance and safety would still need to be addressed via licensing. No direction has been provided by Council to regulate STAs via zoning, nor do Staff recommend it.

vi. Is a separate unit within a principal residence permitted as an STA?

The *Strong Communities through Affordable Housing Act* promotes the creation of Second Suites. The spirit of this *Act* was to increase opportunities for new (affordable) units to be built within existing homes and to help homeowners pay for the increasing cost of housing by taking in tenants. The City responded to this legislation and added regulations to the Zoning By-law to regulate "additional residential units". As indicated in previous reports on this subject and supported by Housing Division, there are housing supply and affordability issues in London affecting both homeowners and tenants.

The idea that one additional unit on the same property as a principal residence could be used as an STA to help homeowners subsidize the costs associated with their principal residence is a justifiable consideration. As highlighted by comments received at the March 29th PPM, nuisances are generally diminished when STAs are restricted to principal residences; this logic could be extended to include secondary units within, or on the same property as, one's principal residence.

vii. *What about allowing homeowners one additional property as an STA?*

Similar to the idea of permitting a secondary dwelling on the same property as an STA, the idea of allowing a homeowner to have one additional dwelling not on the same property was discussed. Staff do not believe allowing permanent residents one additional but separate STA property has merit. It exacerbates the issues of housing supply, affordability, and potential nuisances.

viii. *Are additional staff required to implement these regulations?*

Key to the original draft By-law amendment presented at the PPM, Staff indicated that due to the principal residence regulation, STAs would be relatively easy to monitor, review, identify, enforce, and regulate, without creating additional staffing needs. In fact, it is possible that a principal residence requirement could reduce the total number of short-term accommodations and - potentially - reduce the number of nuisance calls, investigations, and charges staff are involved with annually.

Depending on the Council decision, if there are some additional needs for staffing, all associated costs would be covered by licensing fees. As with any by-law amendment, we will still require the finalization of administrative procedures prior to the issuance of licences, and there will be an initial period of education during implementation which can be resource intensive at the beginning.

ix. *Will STAs be required to collect and remit Municipal Accommodation Tax?*

Yes, STAs will be required to collect and remit Municipal Accommodation Tax (MAT). MAT is currently being collected for all hotel and motel stays in the City of London by the Ontario Restaurant, Hotel & Motel Association (ORHMA) and from an equity standpoint - as licensing is introduced - STAs will also be required to collect and remit MAT. Civic Administration will bring forward a future report addressing any necessary amendments to the MAT By-law as well as details on the collection process.

3.0 Revised Recommendations

Licensing Providers:

Staff are of the opinion that it is reasonable and desirable to consider allowing one additional dwelling unit on the same property as one's principal residence to be used as an STA. This recommendation would be in keeping with the Provincial and municipal desires to increase the supply of new dwelling units, and to help homeowners pay for the escalating costs of housing by taking in tenants on a short, or long-term, basis.

It is anticipated that this opportunity would increase the number of additional units created in London and although they may be used as short-term accommodations in the interim, they could potentially convert to longer-term rentals in the future.

Allowing one additional STA on the same property as one's principal residence should not increase the nuisance issues reported in residential neighbourhoods that are more often associated with commercially operated STAs without a landlord present.

Licensing Platforms:

It has been deemed worthwhile and necessary to expand the licensing of STAs to include the platforms on which these accommodations are advertised, and the stays brokered. This will allow for strengthened compliance with by-law regulations, specifically in the brokering of accommodations and data keeping requirements for units by brokers.

This approach is in line with several Ontario municipalities' management of Short-term Accommodations and has proven to be successful in the regulation of *Transportation Network Companies* and private vehicles-for-hire, which use similar brokering methods.

Timing of Implementation:

As with the introduction of any new by-law amendment, there is an initial period of preparation, education, and consultation regarding operational regulations, administrative organization, and system modifications. This process will take approximately three months. During the implementation period existing STAs not in immediate compliance with by-law regulations will be given an opportunity to voluntarily comply with the new licensing requirements.

Conclusion

The licensing of STAs is something that has been occurring throughout Canada, and globally, as the popularity of STAs continues to expand. The direction recommended in these amendments helps to ensure that STA platforms and hosts act responsibly regarding the services they are providing. The approach also creates an opportunity for homeowners and tenants to earn additional income in the short-term rental economy.

The licensing of these businesses requires that platforms and hosts be aware of their responsibilities. The proposed regulations help protect the character, amenity, and quality of existing residential neighborhoods and improve the safety of the travelling public that choose to stay in someone's principal residence.

From a longer-term perspective, the licensing of short-term accommodations may help reduce the number of rental units that are removed from the rental market for short-term stays.

Prepared by: Ethan Ling MSc.
Development Policy Coordinator, Municipal Compliance

Submitted By: Nicole Musicco,
Coordinator, Municipal Compliance

**Reviewed &
Concurred by:** Orest Katolyk, MPL, MLEO(C),
Director, Municipal Compliance

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

Appendix “A”

Draft By-Law Short-term Accommodations

Bill No. - 2022

By-law No. L.-131(__)-__

A by-law to amend By-law No. L.-131-16 entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”.

WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 23.2 of the Municipal Act, 2001 permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the Council for the City of London considers it necessary and desirable for the public to regulate the licensing of short-term accommodations for the purpose of protecting the health and safety of persons using short-term accommodations, for ensuring that short-term accommodations do not create a nuisance to the surrounding properties and neighbourhoods, and to protect the residential amenity, character, and stability of residential areas;

AND WHEREAS it is deemed expedient to amend By-law No. L.-131-16, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”, passed on December 12, 2017;

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

1. The Business Licensing By-law L.-131-16 is amended by adding “Short-term Accommodation” as a new Schedule XX to the Business Licensing By-law.
2. The Business Licensing By-law L.-131-16, Schedule 1, “Business License Fees” is amended by adding the new category “Short-Term Accommodation Provider” and by adding an Annual License Fee of \$175.00
3. The Business Licensing By-law L.-131-16, Schedule 1, “Business License Fees” is amended by adding the new category “Short-Term Accommodation Broker” and by adding an Annual License Fee of \$1000.00

SCHEDULE XX SHORT-TERM ACCOMMODATIONS

1.0 DEFINITIONS:

“**Dwelling**” means one or more habitable rooms designed, occupied, or intended to be occupied as living quarters.

“**Person**” includes a corporation.

“**Resident Address**” means the place at which an individual habitually sleeps, eats, keeps their personal effects, and has a regular place of lodging; an individual may have only one Resident Address.

“**Short-term Accommodation**” means a temporary accommodation in all or part of a Dwelling that is provided for 29 consecutive days or less in exchange for payment including a bed and breakfast, but not including a hotel, motel, inn, resort, hostel, lodging house, or rooming house.

“Short-term Accommodation Broker” means any individual, partnership, or corporation that, for compensation, markets and brokers the booking, reservation, or rental, of a Short-term Accommodation on behalf of a Short-term Accommodation Provider by means of a website or digital application.

“Short-term Accommodation Provider” means an individual who, for compensation, makes available Short-term Accommodation, but does not include a Short-term Accommodation Broker. For purposes of this definition, this does not include a corporation or partnership.

2.0 LICENCE CATEGORIES

2.1 The following categories of licenses are established:

- (a) Short-term Accommodation Provider Licence, and;
- (b) Short-term Accommodation Broker Licence.

3.0 POWERS OF THE LICENCE MANAGER

3.1 In addition to any other power, duty, or function prescribed in this By-law, the Licence Manager may, under this Schedule.

- (a) Prescribe the manner, form, content, and inspection protocol for records to be kept by the Short-term Accommodation Provider and by the Short-term Accommodation Broker;
- (b) Prescribe the form and content of municipal information that is to be provided, displayed, and made available by the Short-term Accommodation Provider, and by the Short-term Accommodation Broker;
- (c) Prescribe operational regulations regarding potential public nuisance, health and safety, and property standards matters for the Short-term Accommodation Provider, and for the Short-term Accommodation Broker.

4.0 EXCLUSIONS

4.1 For greater certainty, the following are not considered as Short-Term Accommodation for the purposes of this Schedule:

- (a) accommodation provided by:
 - (i) a hotel; motel; inn; resort; hostel; lodging house; or rooming house;
 - (ii) a university or college of applied arts and technology and post-secondary institution;
 - (iii) a hospital under the Public Hospitals Act and every private hospital operated under the authority of a licence issued under the Private Hospitals Act;
 - (iv) a long-term care home as defined in subsection 2(1) of the Long-Term Care Homes Act, 2007;
 - (v) a treatment centre that receives provincial aid under the Ministry of Community and Social Services Act;
 - (vi) a house of refuge, or lodging for the reformation of offenders;
 - (vii) a charitable, non-profit philanthropic corporation organized as shelters for the relief of the poor or for emergency;

- (viii) a hotel or motel room used by the City or its agents for shelter accommodation purposes;
- (ix) a campground, tourist camp, or trailer park;
- (x) employers to their employees in premises operated by the employer.

5.0 APPLICATION FOR SHORT-TERM ACCOMODATION PROVIDER LICENCE

5.1 In addition to all of the requirements set out in this By-law, every application for a Short-Term Accommodation Provider Licence shall include the following:

- (a) the Applicant's sworn declaration, satisfactory to the Licence Manager:
 - (i) attesting that the Applicant is an individual (and not a corporation);
 - (ii) attesting that the Applicant is at least eighteen (18) years of age;
 - (iii) stating the municipal address where the Short-term Accommodation will be operated;
 - (iv) attesting that the municipal address where the Short-term Accommodation will be operated is also the Resident Address of the Applicant;
 - (v) stating the number of units, and the number of bedrooms, that will be offered as Short-term Accommodations that will be operated by the Applicant;
 - (vi) including a copy of government-issued identification showing the Applicant's Resident Address, and;
 - (vii) attesting that the Short-term Accommodation complies with all applicable laws, regulations, and by-laws, including the Zoning By-law, the Property Standards By-law, the Fire Protection and Prevention Act, and The Building Code Act.
- (b) where the Applicant owns the Dwelling in which the Short-term Accommodation is located, provide proof satisfactory to the Licence Manager that the Applicant owns the Dwelling;
- (c) where the Applicant is a tenant in the Dwelling in which the Short-term Accommodation is located, provide proof satisfactory to the Licence Manager that the owner of the Dwelling permits the operation of the Short-term Accommodation;
- (d) where the Applicant owns or is a tenant in a Dwelling that is a condominium unit, provide proof satisfactory to the Licence Manager that the condominium board permits the operation of a Short-term Accommodation in the condominium unit;
- (e) the email address of the Applicant;
- (f) original documents from the issuing agency outlining the results of a Criminal Record and Judicial Matters Check, dated less than ninety (90) days prior to the date of application, and satisfactory to the Licence Manager;
- (g) payment of any other applicable fees, taxes, outstanding Administrative Monetary Penalties or invoices;
- (h) an insurance certificate demonstrating general liability insurance for the operations of the proposed Short-term Accommodation against claims filed against the applicant with respect to bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$5,000,000;
- (i) the Applicant will provide an indemnity in favour of the City from and against claims, demands, losses, costs, damages, actions, suits, or proceedings that arise out of, or are attributable to, the Short-term Accommodation, which shall be in a form satisfactory to the Licence Manager, and conditional on a Licence being issued;
- (j) if an agent is making the application on behalf of an Applicant, they must provide written proof satisfactory to the Licence Manager that the agent has been delegated the authority to act as the Applicant's agent, and;

- (k) any other information, affidavits or documents reasonably required by the Licence Manager.

6.0 Application for Short-Term Accommodation Platform Licences

- 6.1 In addition to all of the requirements set out in this By-law, every application for a Short-Term Accommodation Broker Licence shall include the following:
- (a) if the Applicant is a corporation, an updated certified copy of an annual return with a list of shareholders of the corporation;
 - (b) if the Applicant is an individual, original documents from the issuing agency outlining the results of a Criminal Record and Judicial Matters Check, dated less than ninety (90) days prior to the date of application, and satisfactory to the Licence Manager;
 - (c) if the Applicant is an individual, proof that the Applicant is at least eighteen (18) years of age;
 - (d) the address of a place of business in the Province of Ontario, which is not a post office box, to which the Licence Manager may send any notice or documentation or communication that may be required under this By-law and at which the Applicant or the Applicant's agent will accept receipt of such notice, documentation or communication;
 - (e) the name, telephone number and email address of a designated representative;
 - (f) if an agent is making the application on behalf of an Applicant, they must provide written proof satisfactory to the Licence Manager that the agent has been delegated the authority to act as the Applicant's agent;
 - (g) an insurance certificate demonstrating general liability insurance for the operations of the proposed Short-term Accommodation Broker against claims filed against the applicant with respect to bodily injury, including personal injury and death, and property damage with a per occurrence limit of at least \$5,000,000;
 - (h) the Applicant will provide an indemnity in favour of the City from and against claims, demands, losses, costs, damages, actions, suits, or proceedings that arise out of, or are attributable to, the Short-term Accommodation, which shall be in a form satisfactory to the Licence Manager, and conditional on a Licence being issued, and;
 - (i) any other information, affidavits or documents reasonably required by the Licence Manager.

7.0 CONDITIONS TO HOLD A LICENCE

- 7.1 In addition to all the requirements set out in this By-law, every holder of a Short-term Accommodation Provider Licence is subject to the following conditions of obtaining and continuing to hold a licence:
- (a) shall ensure that the municipal address of the Short-term Accommodation is also the Resident Address of the Short-term Accommodation Provider;
 - (b) shall ensure that Short-term Accommodation is provided at the same municipal address for which the Short-term Accommodation Provider Licence was issued;
 - (c) shall not operate more than two Short-term Accommodations
 - (d) shall not offer more than five bedrooms as Short-term Accommodation;
 - (e) shall post and include the valid Short-term Accommodation Provider Licence number in a conspicuous place and within any medium or material used to market, advertise, or broker the Short-term Accommodation;
 - (f) shall provide to every guest staying in the Short-term Accommodation a local emergency contact of a person available during the guest's entire rental period;
 - (g) shall post any and all "Fire Safety" material, provided by the London Fire Department, within the Short-term Accommodation at the locations and in the manner specified;
 - (h) where a Short-term Accommodation Broker is not used, shall promptly issue an invoice, contract, receipt, or similar document to

- all guests that includes the Short-term Accommodation Provider's valid licence number, the nightly and total price charged for each individual rental including any Municipal Accommodation Tax, and any other information prescribed by the Licence Manager;
- (i) shall maintain insurance as required under section 5.1 of this Schedule, and file with the Licence Manager at least five (5) days prior to the expiry date of any current insurance policy an insurance renewal policy or certificate of insurance, and;
 - (j) shall provide an indemnity in favour of the City from and against claims, demands, losses, costs, damages, actions, suits, or proceedings that arise out of, or are attributable to, the Short-term Accommodation, which shall be in a form satisfactory to the Licence Manager.

7.2 In addition to all the requirements set out in the By-law, every holder of a Short-term Accommodation Broker Licence is subject to the following conditions of obtaining and continuing to hold a license:

- (a) shall include in a conspicuous place on every listing of a Short-term Accommodation, the current and valid Short-term Accommodation Provider licence number issued with respect to the Short-term Accommodation;
- (b) shall maintain insurance as required under section 6.1 of this Schedule, and file with the Licence Manager at least five (5) days prior to the expiry date of any current insurance policy an insurance renewal policy or certificate of insurance;
- (c) shall provide an indemnity in favour of the City from and against claims, demands, losses, costs, damages, actions, suits, or proceedings that arise out of, or are attributable to, the Short-term Accommodation, which shall be in a form satisfactory to the Licence Manager, and;
- (d) shall issue an invoice, contract, receipt, or similar document to all guests that includes the Short-term Accommodation Provider's Licence number, the nightly and total price charged for each individual rental, including any Municipal Accommodation Tax, and any other information reasonably required by the Licence Manager.

8.0 PROHIBITIONS

- 8.1 No Person shall own or operate a Short-term Accommodation without holding a current valid Short-term Accommodation Provider Licence issued under this By-law.
- 8.2 No Person shall operate as a Short-term Accommodation Broker without holding a Short-term Accommodation Broker Licence issued under this By-law.
- 8.3 No Person shall operate, advertise, broker, carry on the business of, or permit the operation, advertising, brokering or carrying on the business of a Short-term Accommodation in a Dwelling unless it is the Person's Resident Address.
- 8.4 No Person licensed as a Short-term Accommodation Provider shall operate, advertise, broker, carry on the business of, or permit the operation, advertising, brokering, licensing, or carrying on the business of more than two Short-term Accommodations at the same time.
- 8.5 No Person shall advertise, provide, broker, or market a Short-term Accommodation without prominently displaying the Short-term Accommodation Provider Licence number issued with respect to the Short-term Accommodation.
- 8.6 No Person shall advertise or offer Short-term Accommodation at a municipal address that is not the Resident Address of the Short-term Accommodation Provider.
- 8.7 No Person who advertises a Short-term Accommodation that is not in compliance with this By-law shall fail to forthwith cease to so advertise,

and remove such advertising.

- 8.8 No Person who operates a Short-term Accommodation shall use the services of a Short-term Accommodation Broker that is not licensed in accordance with this By-law.
- 8.9 No Short-term Accommodation Provider and no Short-term Accommodation Broker shall:
- (a) book or reserve more than two (2) unrelated or unassociated individuals as separate guests at the same Short-term Accommodation at the same time;
 - (b) offer or provide more than 5 bedrooms as Short-term Accommodations at the same Dwelling at the same time;
 - (c) contravene or fail to comply with a term or condition of their Licence imposed under this By-law; or
 - (d) operate or advertise a Short-term Accommodation while the Licence issued under this By-law is under suspension.
- 8.10 No Short-term Accommodation Broker shall advertise a Short-term Accommodation without prominently displaying the Short-term Accommodation Provider Licence number issued with respect to the Short-term Accommodation.

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

PASSED in Open Council on Month, Day, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

Appendix ‘B’

Bill No. ##
2022

By-law No. A-54-

A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-5” for the Business Licensing By-law for the category of Short-term Accommodations.

WHEREAS section 434.1 of the Municipal Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019 passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London;”

AND WHEREAS the Municipal Council deems it appropriate to amend Bylaw No. A-54 with respect to Schedule “A-5” for the category of Short-term Accommodations.

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

- 7 That Schedule “A-5” of By-law No. A-54, being the Penalty Schedule for Business Licensing By-law be amended to include the following rows, after row 154:

Column 1 Item #	Column 2 Short Form Wording	Column 3 Designated Provision	Column 4 Administrative Penalty Amount (\$)
155	Operate without a current valid Short-term Accommodation Provider licence.		500.00
156	Contravene or fail to comply with By-law regulation – to wit		300.00
157	Contravene or fail to comply with administrative regulation – to wit		300.00
158	Operate without a current valid Short-term Accommodation Broker licence.		500.00

At the discretion of the Officer, fines may be doubled for any and all subsequent repeat offences.

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

PASSED in Open Council on Month, Day, 2022

Ed Holder
Mayor

Michael Schulthess
City Clerk

Appendix 'C'

Fire Safety at Your Home Away from Home

Peer-to-peer hospitality services, such as Airbnb, Vacation Rentals by Owner and other types of vacation rentals are not regulated in the same way as hotels. Requirements vary widely across jurisdictions. Act as your own safety advocate and know before you go. Be sure the following safety measures are addressed.

SAFETY TIPS

- ✓ Working smoke alarms are in every sleeping room. They are outside each separate sleeping area. They are on every level of the home.
- ✓ Working smoke alarms are interconnected, if possible. When one alarm sounds, they all sound.
- ✓ Portable fire extinguishers are in the home and are easy to reach.
- ✓ Working carbon monoxide alarms are outside each separate sleeping area. They are on every level of the home and in other locations as required by laws, codes, or standards.
- ✓ The owner has posted a floor plan. It notes all escape routes and exits and provides emergency contact information.
- ✓ Everyone knows the address of the home.
- ✓ Everyone staying in the home has identified two ways out of every room and how to escape in an emergency.
- ✓ All doors and windows that lead outside are able to be opened.
- ✓ An outside meeting place has been chosen. It is a safe distance away from the home.
- ✓ Everyone knows how to call 9-1-1 or the local emergency number from a cell phone from outside.
- ✓ If smoking is allowed, a smoking area has been designated and is well away from the structure. Deep, sturdy ashtrays have been provided.
- ✓ All pathways are free and clear of tripping hazards.
- ✓ Electrical outlets are free from multiple cords and adaptors.
- ✓ The stovetop is clear. Anything that can catch fire is not near the stovetop, such as curtains and towels.

WINDOW AND DOOR ALERT!

Be on the lookout for rooms with tiny windows. These are too small to serve as a means of escape.

Security bars on doors and windows can trap people in a fire. Make sure any security bars have quick-release devices. Tools, keys, or special efforts should not be needed to open them.

KNOW BEFORE YOU GO

Peer-to-peer hospitality services are not regulated in the same way as hotels. Requirements vary widely across jurisdictions. Do your homework before making a reservation. Check online to see your travel destination's regulations for rental properties. Ask your host if the property meets the regulations. Discuss other safety concerns you may have.

Check the forecast in case of storms that could cause power outages; assure the property has equipment (batteries, lanterns, etc.) in the event of a power outage.



NATIONAL FIRE PROTECTION ASSOCIATION
The leading information and knowledge resource on fire, electrical and related hazards

LONDON FIRE DEPT.
519-661-2489 ext.4565
fireforms@london.ca



nfpa.org/education ©NFPA 2019

Airbnb is a registered trademark of Airbnb, Inc. Vacation Rentals by Owner is a registered trademark of HomeAway.com, Inc. Neither Airbnb, Inc. nor HomeAway.com has reviewed or approved this material.

10 May 2022

The Corporation of the City of London ON
Mayor Ed Holder
Councillor Maureen Cassidy
Councillor Steve Lehman
Community and Protective Services

Arielle Kayabaga
Peggy Sattler

To whom it may concern,

Re-Short term rentals

There are 17 established properties on Ewald Place in London ON. In February 2022, 19 Ewald Place was converted from a single family dwelling in to an Airbnb unit. Short term renters arrive frequently, preceded by cleaning, maintenance and grounds' crews. The stipulated 10 person limit is often exceeded. Unsupervised, over-refreshed revelers spill into the yard and around the pool with little regard for those of us who have cared for our families, our neighbours and our properties.

An absentee owner, offering a 2 night minimum reservation, commands 931 CAD for 3 people to stay in the entire home. Of the posted dates May through August 2022, approximately 75% are reserved. If no renters are present, the home sits vacant.

The proprietor has established a commercial enterprise, masquerading as a bed and breakfast, on a formerly quiet street. With warmer weather, we anticipate larger parties, more noise and congestion into the night. The undersigned are concerned for the safety of our children, the security of our neighbourhood and a disruption to the character and quality of an existing residential area.

We ask London City council to take a strong stand against short term rental units in residential neighbourhoods, and establish bylaws to enforce:

- On site ownership (not designated property management)
- A maximum number of annual rental days e.g not more than 90 rental nights per house
- Real time monitoring of the number of short term tenants
- Noise bylaw adherence
- Municipal licensing for short term rental
- Hotel tax on rentals (4%)

Thank you for considering our concerns. Please acknowledge receipt of this correspondence by email.

Ewald Place Residents
London ON

Bob and Marybeth Hopkins



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

London
CANADA

May 24, 2022

RE: Supporting More Licensed Childcare Spaces

To: Members of the Community and Protective Services Committee

With the completion of the Canada-Wide Early Learning and Child Care Agreement between the Federal Government and the Province of Ontario, there will more affordable licensed child care in the City of London.

As costs lower, it is reasonable to expect that demand from lower income Londoners will rise. However, those currently accessing licensed child care spaces are unlikely to give up their spots. This has the potential to create an equity issue that can be partially alleviated through the creation of more affordable licensed spaces.

One of the fastest ways to create more licensed spaces is through the rapid conversion of already existing unlicensed spaces. Not every unlicensed child care provider will want to become licensed, but for those that do, the City of London could play an important role in providing assistance with the conversion through access to information, education, and other possible supports.

Given the desire of the Federal Government and the Province of Ontario to create new spaces, there is also the potential to receive financial support for any program the City develops to foster more licensed spaces.

We believe this warrants investigation by our staff to determine what role, where appropriate, the City of London could play in supporting the creation of more affordable licensed childcare spaces.

We therefore request that the following motion be considered:

The Civic Administration BE DIRECTED to provide a report related to options to increase the accessibility and number of licensed child care spaces as part of the implementation of the Canada-Wide Early Learning and Child Care Agreement, to the appropriate standing committee; it being noted that increased affordability is expected to lead to increased demand for limited licensed child care spaces.

Respectfully,

Josh Morgan
Deputy Mayor
Councillor Ward 7

Mariam Hamou
Councillor Ward 6

Elizabeth Pelozo
Councillor Ward 12



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

London
CANADA

May 24, 2022

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Respectfully,

Josh Morgan
Deputy Mayor
Councillor Ward 7

Mariam Hamou
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Elizabeth Pelozo
Councillor Ward 12



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

London
CANADA

May 24, 2022

Re: Pandemic-Related Outdoor Patio Rules

To: Members of the Community and Protective Services Committee

Through discussions with our staff I am aware that the City of London's pandemic-related outdoor patio rules will be staying in effect until mid-January 2023.

After engaging with a significant number of business owners there is a common desire to continue a number of these provisions after they end in early 2023. One frequently used example is the flexibility to host an outdoor patio in a parking lot. As long as accessible spaces are not compromised, there is an opportunity for Council to consider making this permanent.

The pandemic has been a learning opportunity, a chance to try different ways of doing things and consider how we operate in the future. Given our experiences over the past two years and the opportunity for business owners innovate, and Londoners to engage in new experiences, we have an opportunity to ask our staff to report back on permanent changes we can consider.

I therefore request that the following motion be considered:

The Civic Administration BE DIRECTED to review the temporary pandemic-related flexibility in business by-law regulations and report back to the appropriate standing committee on which provisions municipal council could consider making permanent.

It being noted that Civic Administration already has direction from Council to review zoning regulations on outdoor patio capacity and that this could be achieved by a single comprehensive report back.

Respectfully,

Josh Morgan
Deputy Mayor
Councillor – Ward 7

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of May 10, 2022

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the “Special Events Policies and Procedure Manual”:</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the “Special Events Policies and Procedures Manual” BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City’s “Special Events Policies and Procedures Manual” and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p> <p>ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and,</p> <p>iii) increased fines and penalties for special events that contravene the Manual.</p>	September 10, 2019	Q1 2023	C. Smith J.P. McGonigle	
2.	<p><u>London Community Recovery Network - Ideas for Action by Municipal Council</u> That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the Acting Managing Director, Housing, Social Services and Dearness Home, and the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated February 9, 2021 related to the London Community Recovery Network and ideas for action by Municipal Council:</p>	February 9, 2021	TBD	C. Smith K. Dickins S. Stafford	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>ii) the implementation plan for item #2.3 Downtown Recovery – free transit to the downtown, as it relates to transit initiatives to the downtown, BE REFERRED back to the Civic Administration to continue working with the London Transit Commission on this matter, with a report back to a future meeting of the Community and Protective Services Committee (CPSC) when additional details are available; and,</p> <p>iii) implementation plan for item #2.3 Downtown Recovery – free transit to the downtown, as it relates to parking initiatives in the downtown BE REFERRED back to the Civic Administration with a report back to a future meeting of the CPSC when additional details are available;</p>				
3.	<p><u>Recognizing the Impact of Hosting the COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre</u></p> <p>That the following actions be taken with respect to the communication, dated July 6, 2021, from Councillors S. Lehman and J. Helmer and Mayor E. Holder, related to Recognizing the Impact of Hosting COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre:</p> <p>a) the Civic Administration BE DIRECTED to consult residents, especially those close to the COVID-19 assessment centres, about priorities for new recreational amenities or upgrades to existing recreational amenities in the general area; and,</p> <p>b) the Civic Administration BE DIRECTED to explore potential provincial and federal funding opportunities for recreational infrastructure and to report back with recommended new or upgraded recreational amenities in the general area of both testing centres, along with a recommended source of financing;</p>	July 27, 2021	TBD	C. Smith	
4.	<p><u>Property Standards Matters (March 2021 Council Resolution)</u></p> <p>That the following actions be taken with respect to the staff report dated September 21, 2021, related to</p>	September 21, 2021	TBD	G. Kotsifas	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	Property Standards Matters (March 2021 Council Resolution): a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee on how a RentSafeLondon by-law enforcement program, modelled after the RentSafeTO program, could be implemented, including proposed fees for registration and building audits;				