



# Council Agenda Including Addeds

9th Meeting of City Council

June 14, 2022, 4:00 PM

Council Chambers

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Pages

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

Motion for Council, In Closed Session (Council will remain In Closed Session until approximately 5:15 PM, at which time Council will rise and reconvene in Public Session; Council may resume In Closed Session later in the meeting, if required.)

4.1. **Litigation / Potential Litigation / Solicitor-Client Privileged Advice**

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.1/11/PEC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/9/CSC)

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

5.1. **8th Meeting held on May 24, 2022**

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6. **Communications and Petitions**

6.1. **Short-term Accommodations - Proposed Amendments**

(Refer to the Community and Protective Services Committee Stage for

Consideration with Item #15 (4.3) of the Community and Protective Services Committee)

1.	L. Ghattas	72
2.	A. Wayland	73
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4.	D. Blagaj	77
5.	J. Hunter	78
6.	R. Irwin	79
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8.	S. Laird	81
9.	J. MacDonald	83
10.	J. Gordon	84
11.	<i>(ADDED) D. Devine</i>	86
12.	<i>(ADDED) T. Sumner / L. Cudmore / A. Balbantray - Land Depot Capital Inc.</i>	87

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

**8. Reports**

8.1.	8th Report of the Civic Works Committee	97
1.	Disclosures of Pecuniary Interest	
2.	(2.1) Northcrest Drive Municipal Watermain Servicing Budget Increase	
3.	(2.2) Metamora Stormwater Outfall Replacement Contract Amendment - Addition of Metamora Bridge Repairs	
4.	(2.3) Closing Part of Upper Canada Crossing (Relates to Bill No. 244)	
5.	(5.1) Deferred Matters List	
8.2.	11th Report of the Planning and Environment Committee	100
1.	Disclosures of Pecuniary Interest	
2.	(2.1) 58 Sunningdale Road West (39T-16503)	
3.	(2.2) 890 Upperpoint Avenue (P-9358) (Relates to Bill No. 241)	
4.	(2.3) 3195 White Oak Road (H-9471) (Relates to Bill No. 252)	
5.	(2.4) 1284 and 1388 Sunningdale Road West (39T-04510_5)	
6.	(2.5) 525 Dufferin Avenue - Heritage Alteration Permit	

Application (HAP22-031-L)

7. (2.6) Building Division Monthly Report - March, 2022
8. (3.1) Definition of "Public Park" in Zoning By-law Z-1 - City Wide (Relates to Bill No. 253)
9. (3.2) 537 Crestwood Drive (Z-9333) (Relates to Bill No. 254)
10. (3.3) 180 Simcoe Street - Demolition Request for the Heritage Listed Property
11. (3.4) 258 Richmond Street (Z-9465) (Relates to Bill No. 255)
12. (3.5) 850 Highbury Avenue North - Request for Demolition
13. (3.6) 1503 Hyde Park Road (Z-9425) (Relates to Bill No. 256)
14. (3.7) 850 Highbury Avenue (OZ-9324) (Relates to Bill No. 240)
15. (5.1) 1st Report of the Community Advisory Committee on Planning

8.3. 7th Report of the Community and Protective Services Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) 3rd Report of the Accessibility Advisory Committee
3. (2.2) Updated By-laws for London and Middlesex Local Immigration Partnership (Relates to Bill No's. 232 and 233)
4. (2.3) Single Source Procurement SS 2022-166 Base Station Replacement for Emergency Communications System
5. (2.4) Supply of Cold Bottled Beverages - RFP 2022-041 - Award of Contract (Relates to Bill No. 234)
6. (2.5) Amended Agreement with London Symphonia for the Stewardship of the Former Orchestra London Music Library (Relates to Bill No. 235)
7. (2.7) Property Standards Related Demolitions (Relates to Bill No. 236)
8. (2.8) Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement (Relates to Bill No. 237)
9. (2.10) Housing Stability Services - Single Source Procurements
10. (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
11. (2.6) Recreation and Sport Summer Program Updates
12. (2.9) Housing Stability for All Plan 2021 Update

13.	(4.1) On the Wellbeing of Waterfowl and a Proposal to Resolve the Disservice of Ducks - D. Brunt	
14.	(4.2) D. Devine - Affordable Housing Community Improvement Plan	
15.	(4.3) Short-term Accommodations - Proposed Amendments (Relates to Bill No's. 239 and 243)	
16.	(4.4) Deputy Mayor J. Morgan - Supporting More Licensed Childcare Spaces	
17.	(4.5) Deputy Mayor J. Morgan - Pandemic-Related Outdoor Patio Rules	
18.	(5.1) Deferred Matters List	
8.4.	9th Report of the Strategic Priorities and Policy Committee	149
1.	Disclosures of Pecuniary Interest	
2.	(2.1) Development Charge Planning Horizon Policy Review	
3.	(2.2) Development Charge Stormwater Management Land Payment Trigger Policy Review	
4.	(2.3) Inventory of Current Actions Addressing Core Area Land and Building Vacancy	
5.	(2.5) London Community Recovery Network – Update on Municipally Funded and Community Initiatives	
6.	(2.6) London Economic Development Corporation (LEDC) Activity Update 2021	
7.	(2.7) 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee	
8.	(2.4) Core Area Action Plan: 2022 One-Time Program Enhancements	
9.	(3.1) London Hydro Inc. - 2021 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 238)	
10.	(3.2) 2023 Growth Management Implementation Strategy (GMIS) Update	
11.	(4.1) London Community Recovery Network – Recovery Funding Business Cases	
12.	(4.2) Consideration of Appointment to Western University Board of Governors	
13.	(5.1) Recruitment for the London and Middlesex Community Housing	
8.5.	9th Report of the Corporate Services Committee	157
1.	Disclosures of Pecuniary Interest	
2.	(2.1) Corporate Mileage Rate Change	

3. (2.2) 2021 Annual Update on Budweiser Gardens
4. (2.3) Standing Committee Meetings and Annual Meeting Calendar
5. (2.4) Issuance of Technology Equipment to Council Members (Relates to Bill No. 242)
6. (4.1) Consideration of Appointment to the Ecological Community Advisory Committee
7. (5.1) Application - Issuance of Proclamation - Never Give Up Day

**9. Added Reports**

- 9.1. 9th Report of Council in Closed Session

**10. Deferred Matters**

**11. Enquiries**

**12. Emergent Motions**

- |       |   |     |
|-------|---|-----|
| 12.1. | Renaming of City of London Amenities - Mayor E. Holder, Deputy Mayor J. Morgan, Councillors E. Pelozza and S. Lewis | 161 |
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**13. By-laws**

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

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|-------|---|-----|
| 13.1. | Bill No. 231 By-law No. A.- _____ - _____ | 162 |
|-------|---|-----|

A by-law to confirm the proceedings of the Council Meeting held on the 14th day of June, 2022. (City Clerk)

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|-------|---|-----|
| 13.2. | Bill No. 232 By-law No. A.-7948(____)-_____ | 163 |
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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. (2.2a/7/CPSC)

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| 13.3. | Bill No. 233 By-law No. A.-7958(____)-_____ | 164 |
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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 (2.2b/7/CPSC)

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| 13.4. | Bill No. 234 By-law No. A.- _____ - _____ | 165 |
|-------|---|-----|

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. (2.4/7/CPSC)	
13.5.	Bill No. 235 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 (2.5/7/CPSC)	179
13.6.	Bill No. 236 By-law No. A.- _____ - _____  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. (2.7/7/CPSC)	265
13.7.	Bill No. 237 By-law No. A.- _____ - _____  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. (2.8/7/CPSC)	267
13.8.	Bill No. 238 By-law No. A.- _____ - _____  A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.1/9/SPPC)	295
13.9.	Bill No. 239 By-law No. A-54-22_____  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 (4.3b/7/CPSC)	298
13.10.	Bill No. 240 By-law No. C.P.-1512( )-  A by-law to amend the Official Plan for the City of London, 2016 relating to The London Psychiatric Hospital Secondary Plan. (3.7/11/PEC)	299
13.11.	Bill No. 241 By-law No. C.P.-  A by-law to exempt from Part-Lot Control, lands located at 890 Upperpoint Avenue, legally described as Block 141 in Registered Plan 33M-754 and Block 42 in Registered Plan 33M-810. (2.2/11/PEC)	355
13.12.	Bill No. 242 By-law No. CPOL.-68( )-_____  A by-law to amend By-law No. CPOL.-68-300 being "Issuance of Technology Equipment to Council Members" to delete Schedule "A" and replace it with a new Schedule "A". (2.4/9/CSC)	356
13.13.	Bill No. 243 By-law No. L.-131( )-_____  A by-law to amend By-law No. L.-131-16, as amended, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses". (4.3a/7/CPSC)	360
13.14.	Bill No. 244 By-law No. S.- _____ - _____	366

	A by-law to stop up and close the east stub of Upper Canada Crossing north of Raleigh Boulevard. (2.3/8/CWC)	
13.15.	Bill No. 245 By-law No. S.- _____ - ____	367
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Colonel Talbot Road north and south of Highway 402) (Chief Surveyor – City-owned lands that require dedication at the present time as a precursor to a transfer of said lands to the Ministry of Ontario)	
13.16.	Bill No. 246 By-law No. S.- _____ - ____	369
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Queens Avenue west of Adelaide Street North) (Chief Surveyor – for road widening purposes on Queens Ave that require dedication at the present time)	
13.17.	Bill No. 247 By-law No. S.- _____ - ____	371
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Richmond Street south of Kent Street) (Chief Surveyor – for road widening purposes registered as ER1240143 pursuant at B.052/18 and in accordance with Z.-1)	
13.18.	Bill No. 248 By-law No. S.- _____ - ____	373
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Commissioners Road West, west of Halls Mill Road) (Chief Surveyor – for road widening purposes pursuant to SPA17-024)	
13.19.	Bill No. 249 By-law No. S.- _____ - ____	375
	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Highbury Avenue North, north of Wilton Avenue) (Chief Surveyor – for road dedication purposes pursuant to SPC18-081)	
13.20.	Bill No. 250 By-law No. W.- _____ - ____	377
	A by-law to authorize the Colonel Talbot Road 2 Lane Upgrade (Project TS1329) (2.7/7/CWC)	
13.21.	Bill No. 251 By-law No. W.- _____ - ____	378
	A by-law to authorize the SWM Facility – London Psychiatric Hospital (LPH) (Project ESSWM-LPH) (2.7/7/CWC)	
13.22.	Bill No. 252 By-law No. Z.-1-22	379
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3195 White Oak Road. (2.3/11/PEC)	
13.23.	Bill No. 253 By-law No. Z.-1-22	381
	A by-law to amend By-law No. Z.-1 to change a definition which would apply City-wide. (3.1/11/PEC)	
13.24.	Bill No. 254 By-law No. Z.-1-22	382
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at	

537 Crestwood Drive. (3.2/11/PEC)

13.25. Bill No. 255 By-law No. Z.-1-22 385

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 258 Richmond Street. (3.4/11/PEC)

13.26. Bill No. 256 By-law No. Z.-1-22 388

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1503 Hyde Park Road. (3.6/11/PEC)

**14. Adjournment**



## Council Minutes

8th Meeting of City Council  
May 24, 2022, 4:00 PM

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

Absent: S. Lehman

Also Present: A. Job, M. Schulthess

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, J. Davison, K. Dickins, S. Mathers, J.P. McGonigle, K. Murray, K. Scherr, C. Smith, S. Stafford, B. Warner, B. Westlake-Power, P. Yeoman

The meeting is called to order at 4:06 PM; it being noted that the following members were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Van Meerbergen, S. Turner, E. Pelozza, S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor J. Helmer discloses a pecuniary interest in Item 11, clause 2.4, of the 7th Report of the Civic Works Committee, having to do with the Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain, by indicating that he is an employee of Western University.

Deputy Mayor Morgan discloses a pecuniary interest in Item 11, clause 2.4, of the 7th Report of the Civic Works Committee, having to do with the Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain, by indicating that he is an employee of Western University.

Councillor S. Turner discloses a pecuniary interest in Item 1 of the 8th Report of Council in Closed Session, and related Added Bill No. 228, having to do with the property located at 148 Wellington Road with respect to the Wellington Gateway Project, by indicating that he owns property within close vicinity of the subject property.

### 2. Recognitions

2.1 His Worship the Mayor recognizes the recipient of the 2022 Tim Hickman Health and Safety Scholarship: Shelby Delagardeaux.

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

None.

### 4. Council, In Closed Session

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

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

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/8/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/8/CSC)

4.3 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.3/8/CSC)

4.4 Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations / Personal Matters / Solicitor-Client Privileged Advice

A matter pertaining to a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality; personal matters about an identifiable individual; and advice that is subject to solicitor-client privilege. (6.1/7/CWC)

4.5 Information Explicitly Supplied in Confidence to the Municipality or Local Board by Canada

A matter pertaining to information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them. (6.2/7/CWC)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

The Council convenes, In Closed Session, at 4:26 PM.

The Council reconvenes at 5:06 PM, with Mayor E. Holder in the Chair.

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

5.1 7th Meeting held on May 3, 2022

Motion made by: P. Van Meerbergen

Seconded by: M. Hamou

That the Minutes of the 7th Meeting held on May 3, 2022, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

## **6. Communications and Petitions**

Motion made by: S. Turner

Seconded by: E. Pelozza

That the following actions be taken with respect to the Council Communications and Petitions:

a) the report from G. F. Stewart, Integrity Commissioner for the City of London, with respect to the Council meeting of May 3, 2022, BE RECEIVED; and,

b) the communications related to the following BE RECEIVED and BE REFERRED, as noted on the public agenda:

i. 1140 Fanshawe Park Road East – refer to Item 10 (3.5) of the 10<sup>th</sup> Report of the Planning and Environment Committee;

ii. Revised Victoria Park Secondary Plan – refer to Item 11 (3.6) of the 10<sup>th</sup> Report of the Planning and Environment Committee.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

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

None.

## **8. Reports**

8.1 8th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 8th Report of the Corporate Services Committee, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Employee Attendance 2021

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Enterprise Supports that the staff report dated May 9, 2022 regarding the Employee Attendance 2021 BE RECEIVED.

**Motion Passed**

3. (2.2) 2021 Annual Parkland Reserve Fund and Section 37 Planning Act (Bonusing) Report

Motion made by: S. Lewis

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

a) the 2021 Annual Parkland Reserve Fund and Section 37 Planning Act (Bonusing) Report BE RECEIVED for information in accordance with section 7 of the O. Reg. 509/20: Community Benefits Charges and Parkland, 2020, as well as sections 37 (7) and 42 (17) of the *Planning Act, 1990*, which require annual financial statements; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2021 Annual Parkland Reserve Fund and Section 37 Planning Act (Bonusing) Report available to the public on the City of London website.

**Motion Passed**

4. (2.4) City of London Days at Budweiser Gardens – United Way Elgin and Middlesex

Motion made by: S. Lewis

That, on the recommendation of the City Clerk and in accordance with Council's City of London Days at Budweiser Gardens Policy, the request from the United Way Elgin & Middlesex to host the annual Stairclimb on November 3, 2022, BE APPROVED as a City of London Day at Budweiser Gardens.

**Motion Passed**

5. (2.6) Report from the Federation of Canadian Municipalities Board of Directors Meeting held on March 1 - 4, 2022

Motion made by: S. Lewis

That the communication dated May 9, 2022 from Councillors J. Morgan and M. Cassidy regarding the Federation of Canadian Municipalities (FCM) update on board activities from the virtual meeting held on March 1-4, 2022 BE RECEIVED for information.

**Motion Passed**

6. (2.3) 2021 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2021 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring:

- a) the report dated May 9, 2022 with respect to this matter BE RECEIVED, in accordance with section 43 (1) of the *Development Charges Act, 1997*, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,
- b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2021 Annual Report on Development Charges Reserve Funds and Development Charges Monitoring available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the *Development Charges Act, 1997*.

**Motion Passed**

7. (2.5) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 210)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Director, Economic Services and Supports, on the advice of the Director, Realty Services with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

- a) the proposed by-law as appended to the staff report as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, Cuddy Boulevard Parcels and Trafalgar Industrial Park as follows:

Innovation Park (Phases 1 to 4), Skyway Industrial Park, River Road Industrial Park, and Huron Industrial Park (all phases) and Cuddy Blvd Parcels:

- Lots up to 4.99 acres from \$125,000 per acre to \$175,000 per acre
  - 5.00 acres and up from \$115,000 per acre to \$165,000 per acre
- Pricing for serviced industrial land in Trafalgar Industrial Park:
- All lot sizes – from \$115,000 per acre to \$165,000.00 per acre;
- Pricing for serviced industrial land in Innovation Park Phase V:
- All lot sizes – \$250,000.00 per acre;

b) the staff report dated May 9, 2022 entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED; and,

c) the Civic Administration BE DIRECTED to consider the inclusion of requirements that could be added to future updates to the Industrial Land Development Strategy policies that would assist to ensure that prime, serviced, city-owned industrial land is reserved for targeted uses such as, but not limited to, advanced manufacturing and agri-food industries.

**Motion Passed**

8. (4.1) Association of Municipalities Ontario - Board of Directors, Large Urban Caucus

Motion made by: S. Lewis

That the following actions be taken with respect to the Association of Municipalities of Ontario (AMO) Board of Directors:

a) Councillor A. Hopkins BE ENDORSED to stand for election to the Association of Municipalities of Ontario (AMO) Board of Directors, Large Urban Caucus, for the 2022/2024 term;

b) subject to Councillor A. Hopkins’ successful election to the AMO Board of Directors, Large Urban Caucus, all associated cost to attend the Board of Directors meetings, AMO Conferences and other related commitments (Task Forces, Executive Committee, etc.) for the 2022/2024 term BE APPROVED for reimbursement by The Corporation of the City of London outside of her annual expense allocation; and,

c) Councillor A. Hopkins BE REIMBURSED up to \$500 for campaign-related expenses outside of Councillor A. Hopkins’ annual expense allocation, upon submission of eligible receipts.

**Motion Passed**

9. (4.2) Board of Directors - Federation of Canadian Municipalities

Motion made by: S. Lewis

That the following actions be taken with respect to the communication dated April 29, 2022 from Councillor J. Morgan regarding standing for re-election to the Federation of Canadian Municipalities’ Board of Directors and his associated expenses:

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the prestige required to carry the municipal message to the federal government;

WHEREAS FCM's Annual Conferences and Trade Show will take place June 2-5, 2022, in Regina and online, and May 25 to May 27, 2023 in Toronto, during which time the Annual General Meeting will be held and followed by the election of FCM's Board of Directors;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Josh Morgan to stand for election on FCM's Board of Directors for the 2022/2023 term; and

BE IT FURTHER RESOLVED that Councillor J. Morgan be reimbursed by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking re-election to the Board of Directors, in an amount of up to \$500, upon submission of eligible receipts; and

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Josh Morgan attending FCM's Board of Directors meetings, the FCM Annual Conference and AGM and the Trade Show, during the 2022/2023 term.

**Motion Passed**

10. (4.3) Application - Issuance of Proclamation - Never Give Up Day  
Motion made by: S. Lewis

That consideration of the proclamation request from A. Horowitz, Director-Global, for "Never Give Up Day", BE REFERRED to a future meeting of the Corporate Services Committee in order for additional information to be provided to the Committee for consideration; it being noted that Councillors J. Morgan and M. Hamou will reach out to the organizer for the aforementioned information.

**Motion Passed**

11. (5.1) Application - Issuance of Proclamation - Day of Remembrance for Our London Family  
Motion made by: S. Lewis

That based on the application dated May 3, 2022 from London and Middlesex Local Immigration Partnership, June 6, 2022 BE PROCLAIMED as Day of Remembrance of Our London Family.

**Motion Passed**

8.2 7th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 7th Report of the Civic Works Committee, BE APPROVED, excluding Item 11 (2.4).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

Councillor J. Helmer discloses a pecuniary interest with respect to Item 2.4, having to do with the Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain Remediation, by indicating that Western University is his employer.

**Motion Passed**

2. (2.1) 4th Report of the Cycling Advisory Committee

Motion made by: E. Pelozo

That the 4th Report of the Cycling Advisory Committee, from its meeting held on April 20, 2022, BE RECEIVED.

**Motion Passed**

3. (2.2) West London Dyke: Consultant Award for Infrastructure Feasibility Assessment

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to staff report dated May 10, 2022, related to the RFP21-70 West London Dyke Feasibility study:

- a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete consulting services for the West London Dyke Feasibility study with the estimate on file, at an upset amount of \$246,718.80, including 20% contingency, excluding HST, in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-F06A)

**Motion Passed**

4. (2.3) Contract Award: Tender RFT 2022-016 Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project - Irregular Result

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project (EW3583):

a) the bid submitted by Stone Town Construction Limited at its tendered price of \$9,268,377.75, excluding HST, BE ACCEPTED in accordance with Section 8.10 (a) and 13.2 (b) of the City of London's Procurement of Goods and Services Policy; it being noted that this is an irregular result because the cost exceeds the project budget; it being further noted that the bid submitted by Stone Town Construction Limited was the lowest of four bids received and meets the City's specifications and requirements;

b) R.V. Anderson Associates Limited, 557 Southdale Road East, Suite 200, London, Ontario, N6E 1A2 BE AUTHORIZED to complete the contract administration and construction supervision required for this project as well as additional engineering activities, all in accordance with the estimate on file, at an upset amount of \$808,692.00, including contingency, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;

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

e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with Stone Town Construction Limited for the work;

f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with R.V. Anderson Associates Limited; and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including railway purchase orders, if required, to give effect to these recommendations. (2022-E09)

**Motion Passed**

5. (2.5) Amendments to the Traffic and Parking By-law (Relates to Bill No. 218)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated May 10, 2022, BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2022-T02/T08)

**Motion Passed**

6. (2.6) Oxford Street West and Gideon Drive Intersection Improvements - Environmental Assessment Project File Report

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the Oxford Street West and Gideon Drive Intersection Improvements Environmental Assessment:

- a) the Oxford Street West and Gideon Drive Intersection Improvements Environmental Assessment Study Project File Report Executive Summary BE ACCEPTED;
- b) the Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Project File Report BE PLACED on the public record for a 30-day review period. (2022-T06)

**Motion Passed**

7. (2.7) Colonel Talbot Road Two-lane Upgrades from Southdale Road to James Street - Appointment of Consulting Engineer

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the appointment of a Consulting Engineer for the detailed design and tendering of Colonel Talbot Road Two-lane Upgrades from south of Southdale Road to James Street:

- a) AECOM Canada Ltd. BE APPOINTED as the Consulting Engineer to complete the Detailed Design and Tendering Services at an upset amount of \$756,192.00, excluding HST, in accordance with RFP-2022-008 and Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this

assignment;

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2022-T06)

**Motion Passed**

8. (2.8) 2022 New Traffic and Pedestrian Signals and Pedestrian Crossovers (Relates to Bill No. 219)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the planned pedestrian signal and pedestrian crossover installations:

a) the installation of the following pedestrian signal BE APPROVED:

i) Tecumseh Avenue and Wharncliffe Road South;

b) the ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022, to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2022-T07)

**Motion Passed**

9. (2.9) London Psychiatric Hospital Lands Stormwater Management Facility: Engineering Consultant Award

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to staff report dated May 10, 2022, related to RFP2022-017 - London Psychiatric Hospital Stormwater Management Facility Consulting Engineering Services:

a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete the functional design, detailed design, inspection, and general construction administration for the London Psychiatric Hospital Lands Stormwater Management Facility with the estimate, on file, at an upset amount of \$558,376.44, including 15% contingency and provisional items, excluding HST, in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;

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

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E03)

**Motion Passed**

10. (2.10) Municipal Drain Petition - London Dairy Farms Ltd.

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022, related to the London Dairy Farms Ltd. municipal drain petition:

a) the petition for the reconstruction of the Jenkins Municipal Drain located in the area of Wilton Grove Road and Old Victoria Road to benefit the drainage of Lot 6-8, Concession 2, 3700 Old Victoria Road, Township of Westminster BE ACCEPTED by the Council of the Corporation of the City of London under Section 5 of the Drainage Act; and,

b) Mike DeVos, P.Eng. of Spriet Associates London Limited BE APPOINTED under Section 8 of the Drainage Act to complete a report for the new drains. (2022-D09)

**Motion Passed**

12. (3.1) Amendments to Consolidated Fees and Charges By-law

Motion made by: E. Peloza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated May 10, 2022, BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend By-law A-57, being "A by-law to provide for Various Fees and Charges" to remove the Bike Locker Pilot Project Fees timeframe; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2022-F21)

**Motion Passed**

13. (5.1) Deferred Matters List

Motion made by: E. Peloza

That the Civic Works Committee Deferred Matters List as at May 2, 2022, BE RECEIVED.

**Motion Passed**

11. (2.4) Appointment of Consulting Engineers for Contract Administration Services and Temporary Easement Agreement with the University of Western Ontario: Huron Street Watermain Remediation

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 10, 2022 related to the Huron Street Watermain Remediation Project (EW3580):

- a) Stantec Consulting Ltd., 600-171 Queens Avenue, London, Ontario, N6A 5J7, BE AUTHORIZED to complete the contract administration, construction supervision and environmental monitoring required for this project as well as additional engineering activities, all in accordance with the estimate on file, at an upset amount of \$172,506.40, including contingency, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) the City BE AUTHORIZED to enter into a temporary easement agreement with the University of Western Ontario in a form to be approved by the City Solicitor's Office;
- c) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work;
- f) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E08)

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, M. Hamou, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

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

Absent: (1): S. Lehman

**Motion Passed (12 to 0)**

8.3 10th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 10th Report of the Planning and Environment Committee, BE APPROVED, excluding Item 11 (3.6).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 5th Report of the Environmental and Ecological Planning Advisory

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 5th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on April 21, 2022:

- a) the Working Group report relating to the property located at 7098-7118 Kilbourne Road BE REFERRED to the Civic Administration for consideration;
- b) the Working Group report relating to the property located at 1140 Fanshawe Park Road East BE REFERRED to the Civic Administration for consideration;
- c) on the advice of the Civic Administration, the proposed draft Goldfish brochure BE FORWARDED to the new Ecological Community Advisory Committee for discussion, and to Corporate Communications for review;
- d) on the advice of the Civic Administration, the Wetland Relocation Lessons Learned document BE PROVIDED to the Ecological Community Advisory Committee for discussion;
- e) the Working Group comments relating to the property located at 1349 Western Road BE FORWARDED to the Civic Administration for consideration; and,
- f) clauses 1.1, 3.1 to 3.3, inclusive, BE RECEIVED for information.

**Motion Passed**

3. (2.3) 1345 Cranbrook Road and 1005 Longworth Road (P-9488)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Craig Linton (Norquay Developments), to exempt lands located at 1345 Cranbrook Road and 1005 Longworth Road, legally described as Blocks 28 & 29, Plan 33M-657, from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated May 9, 2022 BE INTRODUCED at a future Municipal Council meeting, to exempt Block 28 & 29, Plan 33M-657 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement; and further noting that the applicant has applied for a zoning by-law amendment to change the zoning of the subject lands from an Urban Reserve UR2 Zone to a Residential R1 (R1-8) Zone in Zoning By-law No. Z.-1 to permit single detached dwellings;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 28 & 29, Plan 33M-657, as noted in clause a) above:
- i) the applicant be advised that the cost of registration of the said by-laws is to be borne by the applicant in accordance with City Policy;
  - ii) that appropriate zoning shall be in effect for the subject blocks, prior to passage of the Part-Lot Control By-law;
  - iii) the applicant submit a draft reference plan to the City for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
  - iv) the applicant submits to the City a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
  - v) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
  - vi) the applicant submit to the City for review and approval, prior to the reference plan being deposited in the land registry office, any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
  - vii) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
  - viii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
  - ix) the applicant shall obtain confirmation from the City that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
  - x) the applicant shall obtain approval from the City of each reference plan to be registered prior to the reference plan being registered in the land registry office;
  - xi) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
  - xii) the applicant shall obtain clearance from the City that requirements v), vi) and vii) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Division for lots being developed in any future reference plan;

xiii) that on notice from the applicant that a reference plan has been registered, and that conveyance of the registered part lots has occurred, that Part Lot Control be re-established by the repeal of the bylaw affecting the Lot/Block in question; and,  
xiv) the applicant shall register on title and include in all Purchase and Sale Agreements for the lot at the northeast corner of Cranbrook Road and Longworth Road, identified as Part 8 on the draft reference plan, a requirement that the purchaser/home builder provide concept plans and elevations prior to the application for a building permit which demonstrate that both elevations facing the streets (the front and exterior side elevations) are designed as front elevations. Both elevations should be constructed to have a similar level of architectural details (materials, windows (size and amount) and design features, such as but not limited to porches, wrap-around materials and features, or other architectural elements that provide for street-oriented design) and limited chain link or decorative fencing along no more than 50% of the exterior side-yard abutting the exterior side-yard frontage, to the satisfaction of the City. (2022-D25)

**Motion Passed**

4. (2.4) Building Division Monthly Report - February, 2022

Motion made by: A. Hopkins

That the Building Division Monthly report for February, 2022 BE RECEIVED for information. (2022-A23)

**Motion Passed**

5. (2.2) Community Improvement Plan (CIP) Financial Incentives Program 5-Year Review

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan incentives:

a) the staff report dated May 9, 2022 entitled "Community Improvement Plan (CIP) Financial Incentive Programs 5-Year Review", with respect to the evaluation of Community Improvement Plan incentives, BE RECEIVED;

b) the Civic Administration BE DIRECTED to report back at a future meeting of the Planning and Environment Committee with a comprehensive review, including a sensitivity analysis, of the City's existing Community Improvement Plans and associated financial incentives; and,

c) the Civic Administration BE DIRECTED to report back at a future meeting with preliminary information for the 2024-2027 multi-year Budget. (2022-D19)

**Motion Passed**

6. (3.1) 3101Petty Road and 3047 White Oak Road (39CD-22501)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2831570 Ontario Inc., relating to the property located at 3101 Petty Road and 3047 White Oak Road:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3101 Petty Road and 3047 White Oak Road; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3101 Petty Road and 3047 White Oak Road;

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

- S. Allen, MHBC. (2022-D07)

**Motion Passed**

7. (3.2) 3557 Colonel Talbot Road (39CD-21519)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

- a) the Approval Authority BE ADVISED that issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3557 Colonel Talbot Road, relating to uncertainty relating to the common element; and,
- b) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3557 Colonel Talbot Road;
  - i) concerns with respect to the lack of a proposed fence on the south side of the property; and,
  - ii) uncertainty relating to the common element;

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

- M. Campbell, Zelinka Priamo Ltd.; and,
- N. Khamidbayev, 3596 Isaac Court. (2022-D07)

**Motion Passed**

8. (3.3) 1345 Cranbrook Road and 1005 Longworth Road (Z-9487)  
(Relates to Bill No. 227)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Craig Linton (Norquay Developments), relating to lands located at 1345 Cranbrook Road and 1005 Longworth Road, the proposed by-law appended to the staff report dated May 9, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to

amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve UR2 Zone TO a Residential R1 Special Provision (R1-8( )) Zone;

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

- C. Linton, Norquay Developments;

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

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential designation; and,
- the zoning will permit single detached dwellings which are appropriate and compatible with existing and future planned development in the area, and consistent with zoning applied to residential uses along Cranbrook Road and Longworth Road within Crestwood West Subdivision - Phase 2. (2022-D09)

#### **Motion Passed**

9. (3.4) 346, 370 and 392 South Street and 351, 373 and 385 Hill Street - Revised Draft Plan of Vacant Land Condominium (39CD-21522)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Vision SoHo Alliance relating to the properties located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to a property located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 346, 370 and 392 South Street and 351, 373 and 385 Hill Street;

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

- H. Froussios, Zelinka Priamo Ltd. (2022-D07)

#### **Motion Passed**

10. (3.5) 1140 Fanshawe Park Road East (39T-07502 / OZ-9473)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Drewlo Holdings Inc, relating to the property located at 1140 Fanshawe Park Road East:

- a) the request to amend the 1989 Official Plan to change the designation on Schedule "A" – Land Use on a portion of the subject lands FROM a Low-Density Residential designation along Sunningdale Road East TO a Multi-Family, Medium Density Residential designation, BE REFUSED;
- b) the request to amend the 1989 Official Plan change the designation on Schedule "A" – Land Use on a portion of the subject lands FROM a Low-Density Residential designation TO an Open Space designation, BE REFUSED;
- c) the request to amend The London Plan to change the place type on a portion of the subject lands FROM a Green Space Place Type TO a Neighbourhoods Place Type, BE REFUSED;
- d) the request to amend The London Plan to change the place type on a portion of the subject lands FROM a Neighbourhoods Place Type TO a Green Space Place Type, BE REFUSED;
- e) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Urban Reserve (h-2\*UR3) Zone, Urban Reserve (UR3) Zone and Open Space (OS5) Zone, TO a Bonus Residential R8 Special Provision (B-\_\*R8-4(\_)) Zone, Residential R5 (R5-7) Zone, Residential R1 Special Provision (R1-3(\_)) Zone, Residential R1 (R1-2) Zone, Residential R1 (R1-3) Zone, Neighbourhood Facility (NF) Zone and an Open Space (OS5) Zone BE REFUSED;
- f) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision submitted by Drewlo Holdings Inc. relating to the property located at 1140 Fanshawe Park Road East:
  - i) concerns with respect to the increase in traffic;
  - ii) concerns with respect to the increase in noise;
  - iii) relating to the road widening around Nicole Avenue, wondering if it is possible to relocate where Nicole Avenue exits as there are other properties along Sunningdale Road East that do not have housing directly across the road;
  - iv) enquiring if the City intends to add sewers;
  - v) relating to Block 34, requesting that the provision of yard depth be provided in order to accommodate a landscaped buffer for screening from the residential properties on the north side of Sunningdale Road East; and,
  - vi) consideration be given for the aesthetics for homeowners in these existing properties by way of an aesthetic looking fencing, street orientated windows to ensure existing property owners are not looking into the backyards; and,
- g) the Approval Authority BE ADVISED that Municipal Council does not support issuing draft approval of the proposed plan of subdivision as submitted by Drewlo Holdings Inc. (File No. 39T-07502), prepared by MTE, which shows 18 low density blocks, six (6) medium-density residential blocks, two (2) school blocks, and three (3) open space blocks including one (1) open space block for the compensation and relocation of an existing Provincially Significant Wetland, seven (7) new access points at Sunningdale

Road East, Savannah Drive, Nicole Avenue, Devos Drive, Blackwell Boulevard, Stackhouse Avenue and Fanshawe Park Road East as well as five (5) internal streets;

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

- the staff presentation; and,
- the revised staff recommendation;

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

- C. O'Brien, Drewlo Holdings; and,
- L-A. Gill, 1468 Sunningdale Road East;

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

- the proposed and recommended amendments propose development within a Provincially Significant Wetland;
- the proposed and recommended amendments do not conform to the in-force policies of The London Plan, including but not limited to the policies of the Neighbourhoods and Green Space Place Type and to the Our Strategy, Our City and the Key Directions;
- the proposed and recommended amendments do not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Low-Density Residential designation, the Multi-Family Medium Density Residential designation, and the Open Space designation; and,
- the proposed and recommended zoning amendments do not conform to The London Plan or the 1989 Official Plan. (2022-D09)

**Motion Passed**

12. (5.1) Deferred Matters

Motion made by: A. Hopkins

That the Deferred Matters List for the Planning and Environment Committee, as at May 1, 2022, BE RECEIVED.

**Motion Passed**

11. (3.6) Revised Victoria Park Secondary Plan (O-8978) (Relates to Bill No.'s 212, 213, 214, 215, 216 and 217)

Motion made by: A. Hopkins

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

- a) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan TO ADOPT the Victoria Park Secondary Plan, appended to the staff report dated May 9, 2022 as Appendix "A", Schedule 1;
- b) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council

meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan TO ADD the Victoria Park Secondary Plan to Policy 1565, the list of adopted Secondary Plans;

c) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “C” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan by ADDING the Victoria Park Secondary Plan to Map 7 – Specific Policy Areas;

d) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “D” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan, 2016, The London Plan TO AMEND Policy 1038 to add clarity for the application of the Victoria Park Secondary Plan to the lands in the Woodfield Neighbourhood Specific Policy Area;

e) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “E” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 TO AMEND the Official Plan (1989), as follows:

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

ii) ADD Section 20.10 the Victoria Park Secondary Plan;

iii) ADD the naming and delineation of the “Victoria Park Secondary Plan” to Schedule “D” – Planning Areas.

f) the proposed by-law appended to the staff report dated May 9, 2022 as Appendix “F” BE INTRODUCED at the Municipal Council meeting to be held on May 24, 2022 to amend the Official Plan (1989) TO AMEND Section 3.5.4 – Woodfield Neighbourhood to add clarity to the application of the policy for the area subject to the Victoria Park Secondary Plan;

g) the Civic Administration BE DIRECTED to evaluate the properties in the block bounded by Richmond Street, Central Avenue, Wellington Street, and Hyman Street for designation pursuant to the Ontario Heritage Act;

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

- a communication from B. Lansink;
- a communication from H. Handy, Vice President, GSP Group Inc.;
- a communication from S. Stapleton Vice President, Auburn Developments; and,
- a communication from C. Kulchycki, Senior Planner, Zelinka Priamo Ltd.;

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

- H. Handy, GSP Group, on behalf of 560 Wellington Holdings Inc.;
- M. Campbell, Zelinka Priamo Ltd., on behalf of St. Peter's Cathedral and the Roman Catholic Diocese of London;
- C. Kulchycki, Zelinka Priamo Ltd, on behalf of Great West Life;
- B. Lansink, 505 Colborne Street;
- M.A. Hodge, 310 Wolfe Street;
- A.M. Valastro; and,
- G. Bruzas, 568 Wellington Street. (2022-D09)

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

That Part A, West Policy Area, as indicated in Table 1: Permitted Heights of the Victoria Park Secondary Plan the minimum height BE AMENDED to require one storey, rather than 2 storeys (or 8 Metres).

Yeas: (2): M. van Holst, and P. Van Meerbergen

Nays: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Failed (2 to 12)**

Motion made by: A. Hopkins

The motion to approve Item 11 (3.6) is put.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

## **9. Added Reports**

### **9.1 8th Report of Council in Closed Session**

Motion made by: M. Hamou  
Seconded by: J. Fyfe-Millar

#### **1. Property Acquisition – 148 Wellington Road – Wellington Gateway Project**

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 148 Wellington Road, further described as Part of Lot 25, Concession Broken Front, Geographic Township of Westminster, designated as Part 1, Plan 33R-15635, being all of PIN 08358-0009 (LT), containing an area of approximately 8,386 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by 588274 Ontario Inc (the “Vendor”), to sell the subject property to the City, for the sum of \$800,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

**Motion Passed (12 to 1)**

Motion made by: M. Hamou

Seconded by: J. Fyfe-Millar

2. Execution of Collective Agreement - Service Employees International Union, Local 1 Canada (Registered Nurses Bargaining Unit) January 1, 2021 to December 31, 2023.

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the following actions be taken;

a) the September 20, 2021 Agreed to Items attached as Schedule "B" BE RATIFIED; and,

b) the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2021 to 2023, appended as Schedule "C" to the staff report dated May 9, 2022, pursuant to Memorandum of Agreement dated October 25, 2021 (Schedule "A" to the staff report dated May 9, 2022), and the Agreed to Items dated September 20 and 21, 2021 (Schedule "B" to the staff report dated May 9, 2022) between The Corporation of the City of London and Service Employees International Union Local 1 Canada (Registered Nurses Bargaining Unit) ("SEIU RN").

3. Canada Community Revitalization Fund - Contribution Agreement

That, on the recommendation of the Deputy City Manager, Finance Supports, the Civic Administration BE DIRECTED to take the following actions with respect to the staff report dated May 10, 2022, related to the Canada Community Revitalization Fund - Contribution Agreement:

a) undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the attached Contribution Agreement for the Canada Community Revitalization Fund between Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London ("Agreement"); and,

b) delegate the necessary authority to Civic Administration with regards to reports, documents and certificates required under the above-noted Agreement.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

Councillor S. Lewis enquired with respect to fireworks outside permitted dates and times. The Deputy City Manager, Neighbourhood and Community-Wide Services provides information to the Council with respect to this matter.

Councillor J. Helmer enquired with respect to the restoration of power, the cleanup following the storm and if the City of London has received requests for assistance from other municipalities. The City Manager provides information to the Council with respect to this matter.

Councillor P. Van Meerbergen enquired with respect to specific dates and times fireworks are permitted this year. The Deputy City Manager, Neighbourhood and Community-Wide Services provides information to the Council with respect to this matter.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: S. Hillier  
Seconded by: J. Fyfe-Millar

That Introduction and First Reading of Bill No.'s 207 to 227, and added Bill No.'s 229 and 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

Motion made by: P. Van Meerbergen  
Seconded by: A. Hopkins

That Second Reading of Bill No.'s 207 to 227, and added Bill No.'s 229 and 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

Motion made by: M. van Holst  
Seconded by: M. Cassidy

That Third Reading and Enactment of Bill No.'s 207 to 227, and added Bill No.'s 229 and 230, inclusive, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (1): S. Lehman

**Motion Passed (14 to 0)**

Motion made by: E. Pelozo  
Seconded by: J. Fyfe-Millar

That Introduction and First Reading of Added Bill No. 228, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

**Motion Passed (12 to 1)**

Motion made by: A. Hopkins  
Seconded by: M. Hamou

That Second Reading of Added Bill No. 228, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

**Motion Passed (12 to 1)**

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

That Third Reading and Enactment of Added Bill No. 228, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

Absent: (1): S. Lehman

**Motion Passed (12 to 1)**

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

Bill No. 207	By-law No. A.-8243-136 - A by-law to confirm the proceedings of the Council Meeting held on the 24th day of May, 2022. (City Clerk)
Bill No. 208	By-law No. A.-8244-137 - A by-law to appoint Sarah Corman as Deputy Clerk. (City Clerk)
Bill No. 209	By-law No. A.-8245-138 - A by-law to appoint deputies to the City Clerk and repeal By-law No. A.-8089-121. (City Clerk)
Bill No. 210	By-law No. A.-6151(af)-139 - A by-law to authorize and approve to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land. (2.5/8/CSC)
Bill No. 211	By-law No. A-57-22002 - A by-law to amend By-law A-57 being "A by-law to provide for Various Fees and Charges" to remove the Bike Locker Pilot Project Fees timeframe. (3.1/7/CWC)
Bill No. 212	By-law No. C.P.-1284(wy)-140 - A by-law to amend The Official Plan for the City of London, 1989 relating to the Victoria Park Secondary Plan area. (3.6e/10/PEC)
Bill No. 213	By-law No. C.P.-1284(wz)-141 - A by-law to amend Official Plan for the City of London, 1989 relating to the Victoria Park Secondary Plan area. (3.6/f/10/PEC)
Bill No. 214	By-law No. C.P.-1512(bg)-142 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6a/10/PEC)
Bill No. 215	By-law No. C.P.-1512(bh)-143 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6b/10/PEC)
Bill No. 216	By-law No. C.P.-1512(bi)-144 - A by-law to amend The London Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6c/10/PEC)
Bill No. 217	By-law No. C.P.-1512(bj)-145 - A by-law to amend The Official Plan for the City of London, 2016 relating to the Victoria Park Secondary Plan area. (3.6d/10/PEC)
Bill No. 218	By-law No. PS-114-22002 - A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.5/7/CWC)
Bill No. 219	By-law No. PS-114-22003 - A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.8/7/CWC)

Bill No. 220	By-law No. S.-6178-146 - A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Bradley Avenue. (Chief Surveyor – pursuant to the Bradley Avenue Extension project)
Bill No. 221	By-law No. S.-6179-147 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Exeter Road, Wonderland Road South and Wharncliffe Road South) (Chief Surveyor – registered as ER1451779 pursuant to B.011/21 and in accordance with Z.-1)
Bill No. 222	By-law No. S.-6180-148 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road West between Westdel Bourne and Colonel Talbot Road; and as widening to Wickerson Road north of Southdale Road West) (Chief Surveyor – pursuant to the Southdale Rd W and Wickerson Rd Improvements project)
Bill No. 223	By-law No. S.-6181-149 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Road north of Greenfield Drive) (Chief Surveyor – for road widening purposes, registered as ER1454637 pursuant to the Bus Rapid Transit Project that require presentation at the present time)
Bill No. 224	By-law No. S.-6182-150 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street east of Egerton Street) (Chief Surveyor – for road widening purposes, pursuant to SPA18-039 that require dedication at the present time)
Bill No. 225	By-law No. W.-5618(e)-151 - A by-law to amend by-law No. W.-5618-64, as amended, entitled “A by-law to authorize the Southdale Road Widening-Farnham Road to Pine Valley (Project No. TS1629-1)” (4.6/5/CWC)
Bill No. 226	By-law No. W.-5685-152 - A by-law to authorize the Bostwick Rd Upgrades – Pack Rd to Southdale Rd (Project TS1357). (4.6/5/CWC)
Bill No. 227	By-law No. Z.-1-223030 - A bylaw to amend By-law No. Z.-1 to rezone lands located at 1345 Cranbrook Road and 1005 Longworth Road. (3.3/10/PEC)
Bill No. 228	By-law No. A.-8246-153 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 588274 Ontario Inc, for the acquisition of the property located at 148 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/8/CSC)
Bill No. 229	By-law No. A.-8247-154 - A by-law to authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Service Employees International Union, Local 1 Canada (Registered Nurses Bargaining Unit). (6.3/8/CSC)

<p>Bill No. 230</p>	<p>By-law No. A.-8248-155 - A by-law to approve the Canada Community Revitalization Fund Contribution Agreement between the Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London (“Agreement”); and to authorize the Mayor and City Clerk to execute the Agreement. (6.2/7/CWC)</p>
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**14. Adjournment**

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

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 6:29 PM.

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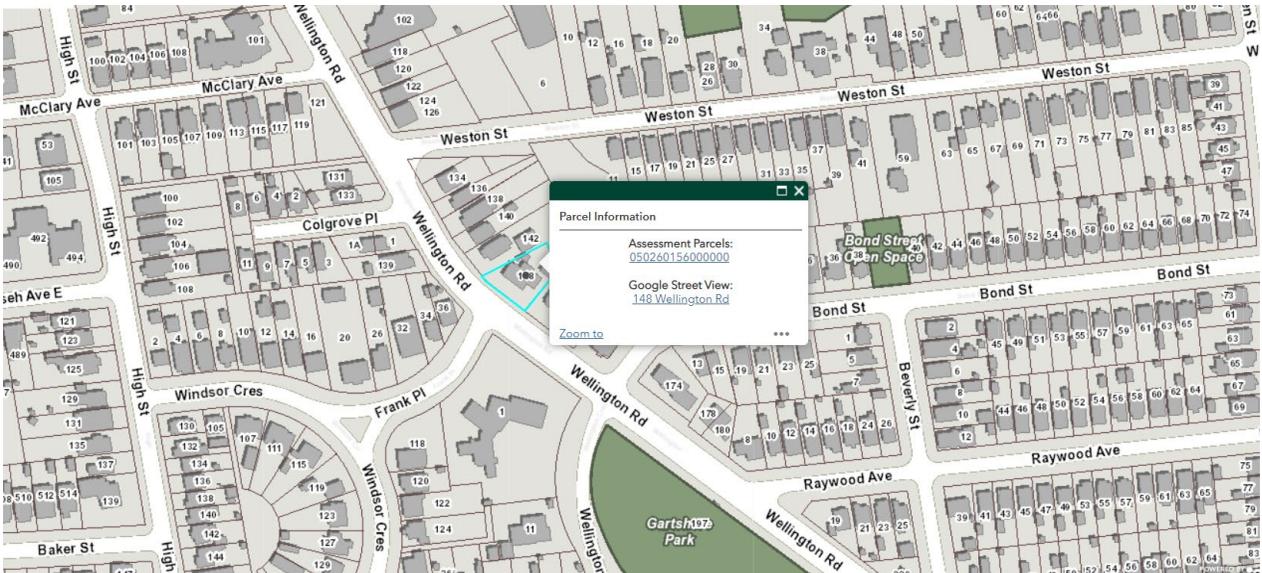
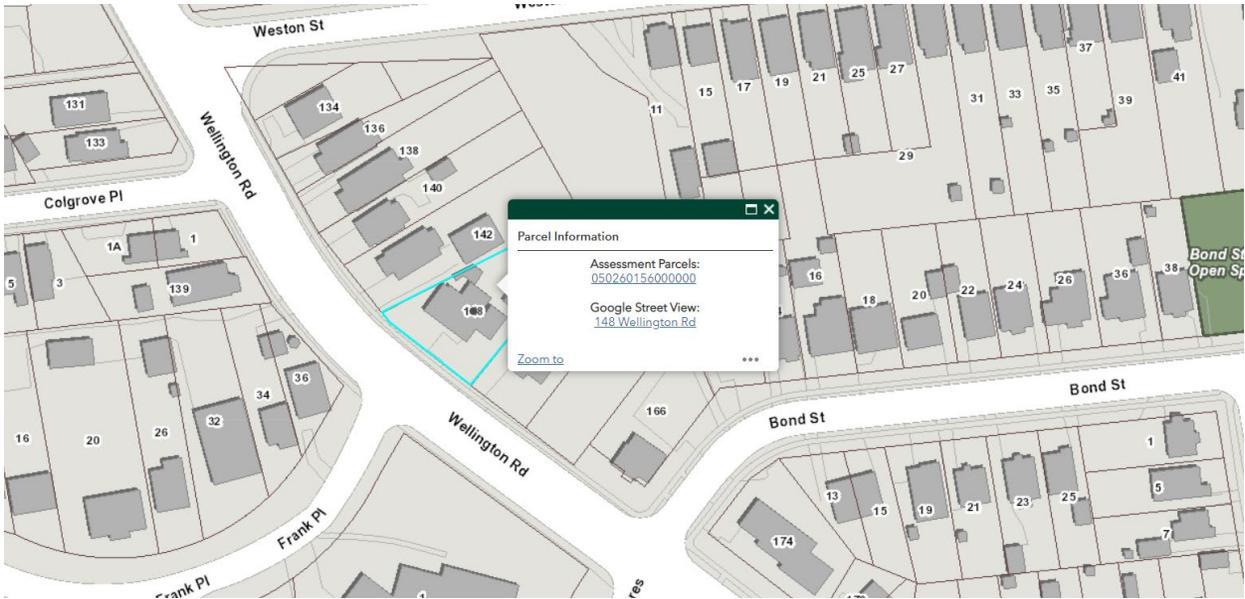
Ed Holder, Mayor

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Michael Schulthess, City Clerk

# Appendix B – Location Map

## 148 Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** 588274 ONTARIO INC

**REAL PROPERTY:**

Address 148 Wellington Road, London, ON N6C 4N6

Location East side of Wellington Road, North of Bond Street

Measurements approximately 779.88 m<sup>2</sup>/ 8,395.84 ft<sup>2</sup>

Legal Description: Part of Lot 25, Concession Broken Front, Geographic Township of Westminster, Designated as Part 1, Plan 33R-15635, in the City of London, County of Middlesex, being all of PIN 08358-0009 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be EIGHT HUNDRED THOUSAND DOLLARS CDN (\$800,000.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **May 27<sup>th</sup>, 2022**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **June 10<sup>th</sup>, 2022** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **June 28<sup>th</sup>, 2022**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

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

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

THE CORPORATION OF THE CITY OF LONDON

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

\_\_\_\_\_  
Michael Schullthess, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 14th day of April 2022,

SIGNED, SEALED AND DELIVERED  
In the Presence of

ALAN MATTHESON  
A Matheson

588274 ONTARIO INC

Per: \_\_\_\_\_

Name: John W. Robinson

Title: PRESIDENT

*We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: CYNTHIA MACKENZIE 519 672-1772

PURCHASER'S LAWYER: Sachit Talavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 8th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$40,000.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$40,000.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
10. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
11. **BRIDGE FINANCING:** The Purchaser agrees to pay reasonable costs incurred from (*date to date*) for bridge financing. Reasonable costs shall include only interest on principal, financial institution administrative costs, and the vendor solicitor's fees and costs. (This clause used when the transaction involves a buy-out and the Completion date of the City purchase will not be able to match the earlier completion date of a replacement property)
12. **CHATELS INCLUDED:** none
13. **FIXTURES EXCLUDED:** wall unit
14. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: hot water heater

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#22069

May 9, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 148 Wellington Road  
Wellington Gateway Rapid Transit Project  
(Subledger LD180016)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
588274 Ontario Inc.

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

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	18,032,900	11,339,397	914,069	5,779,434
<b>Total Expenditures</b>	<b>\$18,032,900</b>	<b>\$11,339,397</b>	<b>\$914,069</b>	<b>\$5,779,434</b>
<b>Sources of Financing</b>				
Capital Levy	1,896,342	1,192,452	96,124	607,766
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	10,146,945	817,945	5,171,668
<b>Total Financing</b>	<b>\$18,032,900</b>	<b>\$11,339,397</b>	<b>\$914,069</b>	<b>\$5,779,434</b>

### Financial Note:

Purchase Cost	\$800,000
Add: Legal Fees etc.	86,000
Add: Land Transfer Tax	12,475
Add: HST @13%	115,180
Less: HST Rebate	<u>-99,586</u>
Total Purchase Cost	\$914,069

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



Jason Davis  
Manager of Financial Planning & Policy

km

## AGREED TO ITEMS – September 20, 2021

1. The parties agree to housekeeping amendments to the collective agreement including updating any titles and services areas, correcting typos/spelling errors, deleting past effective dates (as applicable) and consistent referencing of numbers to include both written in brackets (for example one (1)). The following are included as housekeeping changes agreed to by the parties:

4.03 (a) ~~Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable. Effective August 15, 2018,~~

### 9.03 Loss of Seniority

- (f) fails to report for work within **ten** (10) days after being notified by the employer following the lay-off or fails to advise the employer within **five** (5) days (exclusive of Saturdays, Sundays, or paid holidays) of their intention to report for work pursuant to notification by registered mail address to the last address on record with the home. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the home.

### 9.04 Layoff and Recall

- (a) There shall be at least **eight** (8) weeks' notice to the Union in the event of a proposed layoff of a permanent or long-term nature. This notice is not in addition to required notice for individual employees.
- (f) In the event of layoff of a full-time employee, the Home shall pay its share of insured benefits premiums up to **three** (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever comes first.

## ARTICLE 15 – HOURS OF WORK

- 15.01 The following is intended to define the normal hours of work for employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week:

- (a) the regular work shift for employees shall be **eight (8)** hours per day inclusive of a paid one half (**1/2**) hour lunch; and
- (b) the regular schedule for full-time employees will be **eighty (80)** hours averaged over a two (**2**) week pay period.

15.02 Subject to the exigencies of patient care, nurses shall be entitled to relief periods during the shift of **fifteen (15)** minutes for each half (**1/2**) shift.

15.03 **Daylight Savings Time**

Where there is a change to Daylight Savings from Standard Time or vice versa, a nurse who is scheduled and works a full shift shall be paid for an **eight (8)** hour shift rather than the actual hours worked.

15.04 If a nurse is authorized to work in excess of the hours referred to in 15.01(a) or (b) above, they will receive overtime premium of one and a half times their regular straight time hourly rate.

15.07

Christmas time off will include Christmas Eve and Christmas Day, New Years' time off will include New Year's Eve and New Year's Day. It is understood that the scheduling objectives will be waived between December 15 and January 15 so that employees may receive the consecutive days off at either Christmas or New Years. Christmas and New Year's will be alternated from year to year for each employee.

15.08 Pursuant to section 17 of the *Employment Standards Act, 2000* the parties agree that employees in this bargaining unit may work beyond their regularly scheduled work day but not to exceed thirteen (13) hours or up to **sixty (60)** hours in a week where the employee agrees, except as otherwise provided by the *Employment Standards Act, 2000*.

18.01

- (f) Any Representative appointed or selected in accordance with (b) hereof, shall serve for a term of one (**1**) calendar year from the date of appointment which may be renewed for further periods of one (**1**) year. Time off for such representatives to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled working hours shall not lose regular earnings as a result of such attendance. Attendance on the part of employees not regularly scheduled for work shall be compensated at straight time, and in any event such attendance shall not cause the paying of overtime premium.

**ARTICLE 22 – SICK LEAVE**

It is understood that part time employees who ~~have chosen pay~~ **are in receipt** of in lieu of benefits **in accordance with Article 21:01** and ~~all new part time employees~~ do not have sick leave.

For all existing full-time employees and those grandfathered part time employees who have chosen not to have pay in lieu of benefits the existing sick leave plan will continue (please see Appendix B).

- 22.01 (a) Each full-time and nurse shall be eligible to a credit of one day of sick leave credit for each month of service with the Employer. Such earned credits shall be cumulative to a maximum of **eighty (80)** days.
- (b) Each full-time nurse shall earn one (1) day (**eight (8)** hours) of sick leave credit for each complete month during which they worked all scheduled hours. Vacation, paid holidays, bereavement leave, time off in lieu or authorized Union business or leave prescribed by the *Employment Standards Act, 2000* (except unpaid sick leave) are considered hours worked. Such earned credits shall be cumulative to a maximum of **eighty (80)** days. An absence or absences for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was one day (8 hours) or more.
- (c) Those employees with a sick leave balance in excess of **eighty (80)** days as at August 16, 2016 may use the credits in excess of **eighty (80)** days until the balance is reduced to the cap of **eighty (80)** days.

22.03 If a full-time nurse is absent due to sickness;

- (a) for **three (3)** but less than **thirty (30)** consecutive days, they shall be required to submit a certificate from their physician in order to be entitled to sick leave with pay, which certificate is also required to state that they are able to resume full normal duties on their return to work
- (b) for **thirty (30)** or more than **thirty (30)** consecutive days, they shall be required to submit a certificate from their physician certifying their inability to work and the nature of such sickness. An employee shall not be entitled to be paid sick leave in that month without furnishing such certificate and so on from month to month in the event the employee's sickness extends from one month to the next month.

22.06 Full-time nurses, upon completion of the probationary period, will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid **sixty-six and two thirds percent (66 2/3%)** of gross pay or, the Employment Insurance weekly maximum benefit amount at the time of disability, whichever is higher. Benefits will commence following a **seven (7)** day waiting period or upon exhaustion of sick

credits whichever is later and shall be paid for a maximum of **twenty-six (26)** weeks. The Employer will pay **one hundred percent (100%)** of the premium and sick payment will constitute the Employer's obligation respecting the **five-twelves (5/12)** portion of the UIC premium reduction rebate owing to employees.

2. Parties agreed to the follow amendments in Article 7:

**ARTICLE 7 – UNION REPRESENTATION**

7.01 The Home will recognize the following ~~representation~~ **stewards**, upon being duly advised by the Local Union of the names of the representatives and of alternates:

Dated in London, this 20<sup>th</sup> day of September, 2021

**FOR THE UNION**

*A. Donic*  
*Sh. L.*  
*Mona Druy*  
   
   
 

**FOR THE EMPLOYER**

*LE ASS*  
*Naife Mawta*  
*[Signature]*  
*Mike Holdings*  
*K. Look*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**CANADA COMMUNITY REVITALIZATION FUND  
CONTRIBUTION AGREEMENT**

This Contribution Agreement is made as of May 4, 2022

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
("Her Majesty") hereby represented by the Minister responsible  
for Federal Economic Development Agency for Southern Ontario

**AND:** **THE CORPORATION OF THE CITY OF LONDON**  
("Recipient") a municipality established under the laws of  
**Ontario.**

**WHEREAS** the Federal Economic Development Agency for Southern Ontario was created to strengthen southern Ontario's economic capacity for innovation, entrepreneurship and collaboration, and promote the development of a strong and diversified southern Ontario economy;

**WHEREAS** as part of the Southern Ontario Prosperity Program, the Minister has established the *Canada Community Revitalization Fund* to help communities, cities and towns build and improve their infrastructure to bring people back to public shared spaces safely, and to create jobs and stimulate local economies as they recover from the social and economic disruptions associated with the COVID-19 outbreak;

**WHEREAS** the Agency (as defined below) seeks to guarantee individuals the right to be free from discrimination based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, and disability, in accordance with section 35 of the *Canadian Human Rights Act*;

**WHEREAS** the Agency seeks to promote a more representative workforce and commits to correcting disadvantages in employment experienced by women, Indigenous peoples, Black Canadians and other racialized Canadians, in accordance with the *Employment Equity Act*; and

**WHEREAS** the Minister has agreed to make a non-repayable contribution to the Recipient in support of the Recipient's Eligible and Supported Costs (as defined herein) for each Project;

**NOW THEREFORE**, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister (as defined herein) and the Recipient agree as follows:

**1. Purpose of the Agreement**

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide funding in support of each Project (as defined herein).

**2. Interpretation**

2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

**Agency** means the Federal Economic Development Agency for Southern Ontario.

**Agreement** means this contribution agreement including all the annexes attached hereto, as such may be amended, restated or supplemented, from time to time.

**CCRF** means the Canada Community Revitalization Fund.

**Cash Flow Projection of each Project** means a spreadsheet presentation of each Project's projected total quarterly revenues and expenses for the duration of each Project, and showing all other sources of cash and cash from the anticipated claims for the Contribution.

**Completion Date** means each Project completion date as specified in Annex 1 - Statement of Work.

**Contribution** means the contribution to Eligible and Supported Costs in the amount stipulated in Subsection 4.1.

**Control Period** means the period of [select] years following the period determined in Subsection 3.1 as the duration of the Agreement.

**Date of Acceptance** means the date on which the duplicate fully executed copy of this Agreement is received by the Minister.

**Eligibility Date** means April 19, 2021.

**Eligible Costs** means those costs incurred by the Recipient and which, in the opinion of the Minister, are reasonable and required to carry out each Project.

**Eligible and Not-Supported Costs** means those Eligible Costs which are not supported by the Contribution and which are identified in Annex 1 – Statement of Work.

**Eligible and Supported Costs** means those Eligible Costs supported by the Contribution as identified in Annex 1 – Statement of Work and relating to each Project’s activities described therein and which are in compliance with Annex 2 – Costing Guideline Memorandum.

**Event of Default** means the events of defaults described in Subsection 11.1 hereof.

**Fiscal Year** means the Government of Canada’s fiscal year beginning on April 1st of a year and ending on March 31st of the following year.

**Minister** means the Minister responsible for the Agency or any one or more of the Minister’s representatives.

**Parties** means the Minister and the Recipient and **Party** means any one of them.

**Program Completion Date** means March 31, 2023.

**Project** means each Project described in Annex 1 – Statement of Work.

**Southern Ontario** includes the following regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

- Annex 1 – A, Statement of Work**
- Annex 1 – B, Statement of Work**
- Annex 2 - Costing Guideline Memorandum**
- Annex 3 - Reporting Requirements**
- Annex 4 - Federal Visibility Requirements**

**3. Duration of Agreement**

3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:

- (a) twelve (12) months after the earlier of:
  - i) the completion of each Project to the satisfaction of the Minister; or

ii) the Completion Date.

(b) upon the date on which all amounts due by the Recipient to Her Majesty under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

3.2 **Control Period.** Notwithstanding the provisions of Subsection 3.1 above, during the Control Period, the rights and obligations described in the following sections shall continue beyond the duration of the Agreement:

Section 5 – Other Government Financial Support  
 Subsection 6.8 – Overpayment or non-entitlement  
 Subsections 7.2, 7.3, 7.4, 7.5, 7.6, 7.7 and 7.8 – Reporting, Monitoring, Audit and Evaluation  
 Subsection 8.1c) - Representations  
 Section 10 – Indemnification and Limitation of Liability  
 Section 11 – Default and Remedies  
 Section 13 – General  
 Annex 3 – Reporting Requirements – Section 3

3.3 **Commencement.** The Recipient agrees to commence each Project, no later than sixty (60) calendar days after the Date of Acceptance, otherwise the Minister may terminate this Agreement at the Minister's sole discretion.

#### 4. **The Contribution**

4.1 The Minister will make a non-repayable Contribution to the Recipient in respect of each Project in an amount not exceeding the lesser of (a) and (b) as follows:

for Project 1000499:

- (a) Seventy Five Percent (75%) of Eligible and Supported Costs of the Project incurred by the Recipient; and
- (b) Five Hundred and Thirty Four Thousand Eight Hundred and Sixty Two Dollars (\$534,862)

for Project 1000502:

- (a) Seventy Five Percent (75%) of Eligible and Supported Costs of the Project incurred by the Recipient; and
- (b) Five Hundred and Sixty Two Thousand Five Hundred Dollars (\$562,500)

4.2 The payment of the Contribution per Fiscal Year is set out in Annex 1 – Statement of Work. The Minister will have no obligation to pay any amounts in any other Fiscal Years than those specified in Annex 1 - Statement of Work.

4.3 The Minister shall not contribute to any Eligible and Supported Costs incurred prior to the Eligibility Date or later than the Completion Date.

4.4 The Recipient shall be responsible for all costs of each Project, including cost overruns, if any.

4.5 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to ten percent (10 %) of the Contribution amount until:

- (a) each Project is completed to the satisfaction of the Minister;
- (b) the Recipient has satisfied all the conditions of this Agreement;
- (c) the final report described in Subsection 6.6 (a) (iii) has been submitted to the satisfaction of the Minister;
- (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
- (e) the Minister has approved the final claim described in Subsection 6.6.

## **5. Other Government Financial Support and Information Sharing**

- 5.1 The Recipient hereby confirms that for purposes of each Project no federal, provincial, municipal or local government assistance has been requested, received or will be received except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event that additional other government financial support has been requested or received for any Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of each Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

## **6. Claims and Payments**

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related costs for each Project in respect of this Agreement, separate and distinct from any other sources of funding.
- 6.2 **Claims Procedures.** For each Project subject to this Agreement, The Recipient shall submit claims for reimbursement of Eligible and Supported Costs incurred, not more frequently than monthly and not less frequently than quarterly, in a form satisfactory to the Minister and in accordance with the claim schedule provided by the Minister. Each claim will include the following information:
- (a) an itemized summary by cost category of Eligible and Supported Costs incurred substantially in the form prescribed by the Minister;
  - (b) a certification of the claim by a director or officer of the Recipient, confirming the accuracy of the claim and all supporting information provided;
  - (c) if applicable, a certification by a director or officer of the Recipient that any environmental mitigation measures that may be set out in this Agreement have been implemented; and
  - (d) any other substantiating documentation (including without limitation, any invoice or proof of payment), as may be required by the Minister.
- 6.3 The Recipient agrees to submit its first claim for Eligible and Supported Costs incurred within:
- (a) sixty (60) calendar days from the Date of Acceptance of this Contribution Agreement; or
  - (b) sixty (60) calendar days from the date of Project commencement, whichever is the later.
- 6.4 The Recipient agrees to submit its last claim for Eligible and Supported Costs incurred in each Fiscal Year on or before February 25<sup>th</sup> of that year. For claims related to the final quarter of the Fiscal Year, the Recipient shall also submit to the Minister, no later than February 25<sup>th</sup>, a detailed estimate of costs incurred but not yet claimed to the end of the Fiscal Year.
- 6.5 **Advance Payments.**
- (a) **Initial Advance.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance against the Eligible and Supported Costs payable under this Agreement, the Minister may, at the Minister's sole discretion, pay to the Recipient an initial advance for claim for Eligible and Supported Costs, up to twenty-five percent (25%) of the portion of the Contribution allocated to the Fiscal Year in which the request is made subject to the following:
    - (i) the Recipient submits to the Minister's satisfaction, a forecast of cash flow requirements to be incurred during the initial advance period along with any documentation that the Minister may reasonably request; and
    - (ii) the Recipient shall account by way of claim, to the satisfaction of the Minister, for the use of any advances within one hundred and twenty (120) days of the beginning of the advance period.

- (b) **Subsequent Advances.** Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need, the Minister may, at the Minister's sole discretion, make additional advances for Eligible and Supported Costs, subject to the following:
- (i) the Recipient follows the requirements outlined under (a) (i) and (a) (ii) above with respect to any subsequent advance;
  - (ii) the Recipient provides a statement of the Eligible and Supported Costs incurred, during the previous advance period, or any other advance period, certified by a financial officer or other representative of the Recipient;
  - (iii) the Recipient provides a satisfactory report on progress and spending to date substantially in the form prescribed by the Minister; and
  - (iv) the Recipient submits the advance request at least two (2) weeks prior to the start of the advance period to which the advance request pertains.
- (c) The Recipient agrees to spend advances in the Fiscal Year the advance was made, failing which the Recipient agrees to reimburse the Minister any unspent amounts. If the amount of the advance exceeds the amount of Eligible and Supported Costs incurred during the previous advance period, the Minister may deduct the excess amount and any interest earned by such excess from any other payment under this Agreement.

#### 6.6 Final Claim Procedures.

- (a) The Recipient shall submit a final claim for each Project pertaining to the final reimbursement of any Eligible and Supported Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
- (i) a final statement of total Project costs;
  - (ii) a statement of the total government assistance (federal, provincial and municipal assistance) received or requested towards the Eligible Costs of each Project;
  - (iii) a final report on each Project, as more fully described in Section 3 of Annex 3 – Reporting Requirements; and
  - (iv) a final certificate executed by a director or officer of the Recipient substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible and Supported Costs to the satisfaction of the Minister no later than three (3) months after the Completion Date or the date each Project is completed to the satisfaction of the Minister, whichever is earlier. The Minister shall have no obligation to pay any claims submitted after this date.

#### 6.7 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, it will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible and Supported Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- (d) The Minister may require, at the Minister's expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

- 6.8 **Overpayment or Non-entitlement.** Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be recovered as such from the Recipient. The Recipient shall

repay Her Majesty within thirty (30) calendar days from the date of the Minister's notice, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with interest as calculated in accordance with Subsection 13.2 of this Agreement.

- 6.9 **Revenue Earned.** If the Recipient earns any interest as a consequence of any advance payment of the Contribution or earns any revenue from all or part of the activities supported by the Contribution, other than that interest or revenue which is used to pay for all or part of the Eligible Costs incurred by the Recipient during each Project, the Minister may in the Minister's absolute discretion reduce the Contribution by all or by such portion of the revenue as deemed appropriate.

## 7. Reporting, Monitoring, Audit and Evaluation

- 7.1 The Recipient agrees to provide the Minister with the reports as described in Annex 3 – Reporting Requirements, to the Minister's satisfaction. This includes, at minimum, an annual report to be submitted by the Recipient no later than April 15th of each year.
- 7.2 Upon request of the Minister and at no cost to the Minister, the Recipient shall promptly elaborate upon any report submitted or provide such additional information as may be requested.
- 7.3 The Minister may request a copy of any report or publication produced as a result of this Agreement or each Project, whether interim or final, as soon as it becomes available.
- 7.4 The Recipient shall at its own expense:
- (a) preserve and make available for audit and examination by the Minister, proper books, accounts and records of each Project's costs, wherever such books, and records may be located, and permit the Minister to conduct such independent audits and evaluations as the Minister's discretion may require;
  - (b) upon reasonable notice and after consultation with the Recipient, permit the Minister, reasonable access to each Project site and/or the Recipient's premises and documents in order to inspect and assess the progress and results of each Project and compliance with the terms of this Agreement; and
  - (c) supply promptly, on request, such other reports or data in respect of each Project and its results, as the Minister may require for purposes of this Agreement and for statistical and/or evaluation purposes.
- 7.5 The Minister shall have the right, at the Minister's own expense, and as and when the Minister determines necessary, to perform audits of each Project's costs and the Recipient's books, accounts, records, financial statements and claims for reimbursement of Eligible and Supported Costs, and the administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of each Project, validating claims for reimbursement of Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.
- 7.6 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.7 The Recipient agrees that the Minister, at the Minister's expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor each Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to each Project to such firms or individuals.
- 7.8 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1 (1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42 (4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and

- (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

## **8. Representations and Covenants**

### **8.1 Representations.** The Recipient represents and warrants that

- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
- (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a legal, valid and binding obligation of the Recipient, enforceable against it in accordance with its terms;
- (c) it has acquired appropriate insurance coverage including but not limited to general liability and property damage insurance, at its own expense, in an adequate amount consistent with the scope of the operations and each Project and will maintain such for the duration of the Agreement and Control Period;
- (d) signatories to this Agreement, on behalf of the Recipient, have been duly authorized under a borrowing by-law to execute and deliver this Agreement;
- (e) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject as to enforcement of remedies to applicable to bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree, ordering specific performance or other equitable remedies;
- (f) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - (i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - (ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - (iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- (g) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency, which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement;
- (h) it has obtained or will obtain all necessary licences and permits in relation to each Project, which satisfy the requirements of all regulating bodies of appropriate jurisdiction;
- (i) the description of each Project in Annex 1 – Statement of Work is complete and accurate; and
- (j) it is located in Southern Ontario.

### **8.2 Covenants.** The Recipient covenants and agrees that:

- (a) it shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of each Project, and shall carry out each Project in accordance with the description in Annex 1 – Statement of Work, in a diligent and professional manner, using qualified personnel;
- (b) it shall obtain the prior written consent of the Minister before making any material change to any aspect of each Project or to the management of each Project or the Recipient;

- (c) it shall not make any changes to its objects or purpose as stated in its constating documents without the prior written consent of the Minister;
- (d) it shall comply with the federal visibility requirements set out in Annex 4 – Federal Visibility Requirements; and
- (e) it shall acquire and manage all equipment, services and supplies required for each Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.

8.3 **Renewal of Representations.** It is a condition precedent to any disbursement under this Agreement that the representations and warranties contained in this Agreement are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement.

## **9. Environmental and Other Requirements**

- 9.1 The Recipient agrees to comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and each Project, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up program, which may be prescribed by federal, provincial, territorial, municipal bodies. The Recipient will certify to the Minister that it has done so.
- 9.2 The Recipient will provide the Minister with reasonable access to any Project site, for the purpose of ensuring that the terms and conditions of any environmental approval are met, and that any required conditions, mitigation measures, monitoring or program follow up have been carried out.
- 9.3 If, as a result of changes to any Project or otherwise, the Minister is of the opinion that an environmental or impact assessment or a subsequent determination is required for any Project, the Recipient agrees that construction of each Project or any other physical activity that is carried out in relation to each Project, including site preparation, will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by the Minister to the Recipient for any Project unless and until:
- (a) where any Project is a “designated project” under the applicable federal environmental or impact assessment legislation,
    - (i) a decision pursuant to that legislation is made indicating that no environmental or impact assessment is required for the Project; or
    - (ii) a decision statement in respect of any Project is issued to the Recipient indicating that:
      - 1) any Project is not likely to cause significant adverse environmental effects;
      - 2) any Project is likely to cause significant adverse environmental effects that the Governor in Council decides are justified in the circumstances, which decision statement may contain conditions in respect of any Project; or
      - 3) the adverse effects with respect to the impact assessment of any Project are in the public interest,
  - (b) where any Project is a “project” under the applicable federal environmental or impact assessment legislation, a determination that the carrying out of the Project:
    - (i) is not likely to cause significant adverse environmental effects; or
    - (ii) is likely to cause significant adverse environmental effects and the Governor in Council decides that those effects are justified in the circumstances, and
  - (c) where relevant the requirements under any applicable agreements between Her Majesty and Indigenous groups, are met and continue to be met.
- 9.4 **Indigenous consultation.** The Recipient acknowledges that the Minister's obligation to pay the Contribution is conditional upon Her Majesty satisfying any obligation that Her Majesty may have to consult with or to accommodate any Indigenous groups, which may be affected by the terms of this Agreement.

## 10. Indemnification and Limitation of Liability

- 10.1 The Recipient shall at all times indemnify and save harmless Her Majesty, its officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) each Project, its operation, conduct or any other aspect thereof;
  - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
  - (c) the design, construction, operation, maintenance and repair of any part of any Project; and
  - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.
- 10.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 10.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to each Project for which the Contribution is provided.

## 11. Default and Remedies

- 11.1 **Event of Default.** The Minister may declare that an Event of Default has occurred if:
- (a) the Recipient has failed or neglected to pay Her Majesty any amount due in accordance with this Agreement;
  - (b) any of the Projects are not meeting its objectives or milestones as set out in Annex 1 – Statement of Work, is not completed to the Minister’s satisfaction by the Completion Date or any of the Projects are abandoned in whole or in part;
  - (c) the Recipient makes a materially false or misleading statement concerning support by Her Majesty in any internal and/or public communication, other than in good faith;
  - (d) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute, from time to time in force, relating to bankrupt or insolvent debtors;
  - (e) an order is made or the Recipient has passed a resolution for the winding up of the Recipient, or the Recipient is dissolved;
  - (f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold, disposed or transferred all or substantially all of its assets;
  - (g) each Project is carried out outside of Southern Ontario, unless an exception is set out in Annex 1 – Statement of Work;
  - (h) the Recipient has submitted false or misleading information, or has made a false or misleading representation to the Agency, the Minister, in this Agreement or in its application for the Contribution;
  - (i) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
  - (j) the Recipient has not met or satisfied a term or condition under any other contribution agreement or agreement of any kind with Her Majesty;

- (k) the Recipient is not eligible or is otherwise not entitled to the Contribution; [or]
- (l) the Recipient has not complied with the reporting, monitoring, audit and evaluation requirements, specified in this Agreement.

11.2 **Notice of Breach and Rectification Period.** Except in the case of default under Subsection 11.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred. During the period of time specified in the notice, the Minister may suspend payment of any claim submitted before or after the date of notice.

11.3 **Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:

- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
- (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.

11.4 The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

## 12. Miscellaneous

12.1 The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.

12.2 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where an employee of the Recipient is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

12.3 The Recipient represents and warrants that:

- (a) it has not paid, nor agreed to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder;
- (b) it will not pay, nor agree to pay to any person, either directly or indirectly, any commission, fee or other consideration that is contingent upon the person arranging a meeting with a public office holder;
- (c) the Recipient or any persons who are or have been engaged by the Recipient to communicate or arrange meetings with public office holders, regarding each Project or this Agreement, are in full compliance with all requirements of the *Lobbying Act*; and
- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding each Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

- 12.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies set out in Subsection 11.3.

### 13. General

- 13.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 13.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 13.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 13.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 13.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 13.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.
- 13.7 **Confidentiality.** Subject to the *Access to Information Act (Canada)*, the *Privacy Act*, the *Library and Archives Act of Canada* and Annex 4 – Federal Visibility Requirements, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby, without the consent of all Parties.
- 13.8 **International Disputes.** Notwithstanding Subsection 13.7 of this Agreement, the Recipient waives any confidentiality rights to the extent such rights would impede Her Majesty from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which Her Majesty is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defence of Her Majesty's interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure.
- 13.9 **Sharing of Information.** Notwithstanding Subsection 13.7 of this Agreement, by entering into this Agreement, the Recipient agrees that the Minister is authorized to share information pertaining to the Recipient, to its application for funding and/or this Agreement with Government of Canada departments and Crown corporations for the purposes of monitoring a funding agreement, avoiding fraud or non-compliance; and to support transparency and accountability. Disclosure of this information is subject to the relevant privacy and confidentiality laws including without limitation the *Privacy Act*.
- 13.10 **Governing Law.** This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.11 **Dispute Resolution.** If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation or by arbitration, by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.

- 13.12 **No Amendment.** No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.
- 13.13 **No Agency.** No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Her Majesty and the Recipient, or between Her Majesty and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract and to incur any liability on behalf of Her Majesty, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of Her Majesty, and shall be solely responsible for any and all payments and deductions, required by the applicable laws.
- 13.14 **No Waiver.** Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing the Parties shall be entitled to exercise any right and to seek any remedy, available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.15 **Public Dissemination.** All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be “Canada Information”. The Minister shall have the right, subject to the provisions of the *Access to Information Act*, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he may, from time to time, decide to make.
- 13.16 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of each Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to each Project.
- 13.17 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 13.18 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 13.19 **Business Information.** Notwithstanding anything else contained in this Agreement, the Minister shall be given the right to the use of any of the Recipient’s publicly available business information about each Project (e.g. brochures, awareness, packages, etc.).
- 13.20 **Tax.** The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.
- 14. Notice**
- 14.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or email (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by email shall be deemed to have been received when sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.
- 14.2 All notices must be sent to the following addresses:

**To the Minister**

Federal Economic Development Agency for  
Southern Ontario  
101-139 Northfield Drive West  
Waterloo, ON N2L 5A6

**Attention: Canada Community  
Revitalization Fund**

Email: fdo.ccrf-fcrc.fdo@feddevontario.gc.ca

**To the Recipient**

The Corporation of the City of London  
300 Dufferin Avenue  
London, ON N6A 4L9

**Attention: Alan Dunbar**

With a copy to: George Kotsifas  
Anna Lisa Barbon

Email: adunbar@london.ca  
gkotsifa@london.ca  
abarbon@london.ca

- 14.3 Each of the Parties may change the address, which they have stipulated in this Agreement by notifying in writing the other party of the new address, and such change shall be deemed to take effect fifteen (15) calendar days after receipt of such notice.

**15. Special Conditions**

- 15.1 **Conditions Precedent.** As a condition precedent to the first disbursement of the Contribution:

- (a) the Recipient agrees to provide to the Minister an officer's certificate executed by an officer of the Recipient in the form prescribed by the Minister which includes certified copies of the Recipient's constating documents, by-laws, delegation of authority and/or resolution authorizing the entering into of this Agreement;
- (b) the Recipient shall obtain and maintain general liability and property damage insurance. The Recipient agrees to provide certificates of insurance and such other evidence of insurance as the Minister may request;
- (c) the Recipient agrees to provide the Minister with a direct deposit authorization in the form prescribed by the Minister; and
- (d) the Recipient shall provide to the Minister the following, to the Minister's satisfaction:
  - (i) documents or evidence confirming Project financing has been secured.
  - (ii) a copy of the Recipient's conflict of interest policy
  - (iii) a copy of the Recipient's procurement policy

- 15.2 The Recipient represents and warrants that the Cash Flow Projection of each Project represented in Annex 1 – Statement of Work accurately reflects the projected cash flow of each Project and agrees and covenants that it shall promptly notify the Minister of any material changes as determined by the Minister to such projected cash flow and obtain the Minister's prior written consent to such changes.

*[remainder of page intentionally left blank]*

**16. Acceptance**

**The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.**

**IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.**

Project No.: 10000499, 1000502

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

Per: \_\_\_\_\_  
Christos Bakalakis, Director  
Tourism & Community Recovery Initiatives  
Federal Economic Development Agency  
for Southern Ontario

**THE CORPORATION OF THE CITY OF LONDON**

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

I have authority to bind the corporation.

Per: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Schulthess  
Clerk

I have authority to bind the corporation.

**CANADA COMMUNITY REVITALIZATION FUND**

**STATEMENT OF WORK**  
**10000499 - KING STREET PARKETTE REVITALIZATION**

Primary Project Location: 300 York St, London, ON N6B 1P8  
 Project Start Date: February 1, 2022  
 Project Completion Date: March 15, 2023

**Project Description/Purpose/Objective**

This project will revitalize the King Street Parkette in downtown London, located adjacent to RBC Place London, which is a major convention and event venue in the City. The project will create a vibrant, accessible outdoor space able to accommodate up to 500 guests for organized events; enhance the guest arrival experience from the bus rapid transit corridor; and provide an attractive, accessible, and safe space for social gathering by residents and visitors. The project will support the revitalization of a community space that currently showcases graffiti artworks of nationally recognized artists, complete with barrier free paths constructed with environmentally friendly permeable paving, LED lighting, drought-resistant native plants and shade trees, and a large accessible patio.

**Activities**

Activity	Estimated Completion Date
Schematic design completion	April 15, 2022
Detailed design completion	May 31, 2022
Contract awarded with deposits	July 15, 2022
Anticipated construction start date	October 15, 2022
Construction completed	March 15, 2023

**Statement on Diversity and Inclusion**

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

**Environmental Requirements**

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

**Official Language Requirements**

The Recipient agrees:

- that any public acknowledgement of the Agency’s support for each Project will be expressed in both official languages;
- that basic Project information will be developed and made available in both official languages;
- to invite members of the official-language minority community to participate in any public event relating to each Project, where appropriate;

- (d) that all signage related to each Project will be in both official languages;
- (e) that basic service (e.g. reception can provide bilingual resources or staff, upon request) and communication, (notices, announcements, publications, advertisements or documents) , both print and electronic will be made available in both official languages; and
- (f) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

**Expected Results of the Project**

- The Corporation of the City of London has revitalize the King Street Parkette into a safe and accessible downtown outdoor gathering space for all.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

**Key Project Impacts**

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

**Mandatory Indicators**

Measurement	At Project End
Total cash leveraged	\$178,288
Number of community public spaces created	0
Number of community public spaces expanded	0
Number of community public spaces improved	1

**Jobs (Mandatory)**

Jobs	Number of full-time equivalents <sup>1</sup>				Total
	Created		Maintained <sup>2</sup>		
	Permanent <sup>3</sup>	Temporary <sup>4</sup>	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0

<sup>1</sup>Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

<sup>2</sup>Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

<sup>3</sup>Permanent job is a position without a fixed end date.

<sup>4</sup>Temporary job is defined as a temporary or contract position with a fixed end date.

**Project Costs & Financing**

COSTS	Eligible & Supported <sup>1,2</sup>		Eligible & Not Supported		Ineligible		Total	
<b>CAPITAL COSTS</b>								
Facility construction/renovations <sup>5</sup>	\$ 613,150	86.0%	\$ 0	\$ 0	\$ 613,150	86.0%		
Equipment purchases/installation	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%		
<b>NON-CAPITAL COSTS</b>								
Labour (employees)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%		
Expertise (consulting, contract) <sup>6</sup>	\$ 100,000	14.0%	\$ 0	\$ 0	\$ 100,000	14.0%		
Project Management	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%		
<b>TOTAL</b>	<b>\$ 713,150</b>	<b>100.0%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 713,150</b>	<b>100.0%</b>		

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 534,862	75.0%			\$ 534,862	75.0%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 178,288	25.0%	\$ 0	\$ 0	\$ 178,288	25.0%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
<b>TOTAL</b>	<b>\$ 713,150</b>	<b>100.0%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 713,150</b>	<b>100.0%</b>

CONTRIBUTION ALLOCATIONS BY FISCAL YEAR <sup>3</sup>	Eligible & Supported Project Costs	FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)	
2022-23	\$ 713,150	\$ 534,862	75%
<b>TOTAL</b>	<b>\$ 713,150</b>	<b>\$ 534,862</b>	<b>75%</b>

STACKING CALCULATION	Eligible Capital Costs	Eligible Non-Capital Costs
<b>Total Eligible Costs<sup>4</sup></b>	\$ 613,150	\$ 100,000
<b>Total Government Contributions</b>	\$ 613,150	\$ 100,000
<b>Stacking %</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Stacking Limit</b>	<b>100.0%</b>	<b>100.0%</b>

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories or projects without the prior written consent of the Minister.
3. FedDev Ontario’s contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Facility construction/renovation costs include but are not limited to construction, demolition and removal of debris, hardscape/pavement installation, purchase of landscape materials, dry wall/drainage enhancements, alterations, restoration, sprinkler system, installation of electrical system and lighting, fencing and/or the undertaking of improvements to the King Street Parkette.
6. Expertise costs include but are not limited to incremental fees paid to professional, technical personnel, consultants, engineers or contractors for landscape architecture and lighting.

**CANADA COMMUNITY REVITALIZATION FUND**

**STATEMENT OF WORK**  
**1000502 - HYDE PARK VILLAGE GREEN**

Primary Project Location: 1695 Hyde Park Rd, London ON N6H 5L7  
 Project Start Date: February 1, 2022  
 Project Completion Date: March 15, 2023

**Project Description/Purpose/Objective**

This project will construct and install a “Village Green” in Hyde Park. The project will reinvent the current empty lot located at 1695 Hyde Park Road, transforming it into a green space with accessible walkways. The walkways will provide a direct route for pedestrians and cyclists between residences and the neighbourhood's retail and business main street, and in proximity to public transportation. The project will support minor excavation and grading necessary to complete landscaping, drainage, and installation of accessible pathways and seating; and the purchase and installation of electrical conduits, outlets, LED lighting, a "thirst station," seating and trees, plants, and other greenery.

**Activities**

Activity	Estimated Completion Date
Procurement of professional consultant	March 18, 2022
Public engagement & detailed design	June 24, 2022
Tender & construction contract award	July 29, 2022
Completion of hard surface/concrete work	November 25, 2022
Completion of construction	March 15, 2023

**Statement on Diversity and Inclusion**

The Agency and the Recipient recognize and acknowledge their shared commitment to support a more diverse and inclusive Southern Ontario and Canadian economy. Throughout the duration of the Project, the Recipient agrees to engage with the Agency on their approach(es) to fostering diversity and inclusion within their organization. Examples could include:

- Collecting data and preparing reports on the Recipient’s workforce and participant (defined as collaborators, businesses supported, etc.) demographic composition (on a disaggregated basis) including baseline information;
- Developing and implementing a workplace diversity plan that could include efforts such as increasing senior leadership and workforce participation of underrepresented groups, providing skills development training programs for members of underrepresented groups as defined in the *Employment Equity Act*, or other initiatives;
- Identifying ways to leverage the supply chains and procurement opportunities within southern Ontario to access goods and services from businesses that are predominantly owned, operated and controlled by underrepresented groups as defined in the *Employment Equity Act* and consistent with the Government of Canada’s Indigenous procurement practices, and
- Considering registering as a participant under Canada’s 50-30 Challenge.

**Environmental Requirements**

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

**Official Language Requirements**

The Recipient agrees:

- that any public acknowledgement of the Agency’s support for each Project will be expressed in both official languages;
- that basic Project information will be developed and made available in both official languages;
- to invite members of the official-language minority community to participate in any public event relating to each Project, where appropriate;
- that all signage related to each Project will be in both official languages;

- (e) that basic service (e.g. reception can provide bilingual resources or staff, upon request) and communication, (notices, announcements, publications, advertisements or documents) , both print and electronic will be made available in both official languages; and
- (f) that it shall pay for all translation costs save for those which the Minister may incur with respect to any announcement or other public communications.

**Expected Results of the Project**

- The Corporation of the City of London has constructed a safe and accessible “Village Green” in Hyde Park, creating a downtown outdoor gathering space for all.
- The Recipient ensures that the infrastructure asset related to the Project is and will remain open, available and accessible to the public.

**Key Project Impacts**

The Recipient will track performance against these indicators and report on progress and final results as per Annex 3 of this Agreement.

**Mandatory Indicators**

Measurement	At Project End
Total cash leveraged	\$187,500
Number of community public spaces created	1
Number of community public spaces expanded	0
Number of community public spaces improved	0

**Jobs (Mandatory)**

Jobs	Number of full-time equivalents <sup>1</sup>				Total
	Created		Maintained <sup>2</sup>		
	Permanent <sup>3</sup>	Temporary <sup>4</sup>	Permanent	Temporary	
Forecasted total jobs by Project Completion	0	0	0	0	0

<sup>1</sup>Full-time equivalent (FTE) is equivalent to one employee working full time or more than one person part-time, such that the total working time is the equivalent of one person working full-time. Generally, full-time positions will involve between 35 and 40 hours in a regular workweek. A FTE calculation is the total hours worked in a week divided by the regular workweek. FTEs do not include positions created as a result of subcontracts to undertake work on the project (e.g. construction, suppliers, etc.). The Recipient must be the employer of the FTEs reported in this table.

<sup>2</sup>Maintained refers to employment that existed prior to the project, but which would not have continued, or would have been unlikely to continue, if the project had not been funded.

<sup>3</sup>Permanent job is a position without a fixed end date.

<sup>4</sup>Temporary job is defined as a temporary or contract position with a fixed end date.

**Project Costs & Financing**

COSTS	Eligible & Supported <sup>1,2</sup>		Eligible & Not Supported	Ineligible	Total	
<b>CAPITAL COSTS</b>						
Facility construction/renovations <sup>5</sup>	\$ 635,000	84.7%	\$ 0	\$ 0	\$ 635,000	84.7%
Equipment purchases/installation	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
<b>NON-CAPITAL COSTS</b>						
Labour (employees)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Expertise (consulting, contract) <sup>6</sup>	\$ 75,000	10.0%	\$ 0	\$ 0	\$ 75,000	10.0%
Project Management <sup>7</sup>	\$ 40,000	5.3%	\$ 0	\$ 0	\$ 40,000	5.3%
<b>TOTAL</b>	<b>\$ 750,000</b>	<b>100.0%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 750,000</b>	<b>100.0%</b>

FINANCING	Eligible & Supported		Eligible & Not Supported	Ineligible	Total	
FedDev Ontario	\$ 562,500	75.0%			\$ 562,500	75.0%
Other Federal	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Provincial	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Municipal	\$ 187,500	25.0%	\$ 0	\$ 0	\$ 187,500	25.0%
Other Private (Equity/Financing)	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
Applicant	\$ 0	0.0%	\$ 0	\$ 0	\$ 0	0.0%
<b>TOTAL</b>	<b>\$ 750,000</b>	<b>100.0%</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 750,000</b>	<b>100.0%</b>

<b>CONTRIBUTION ALLOCATIONS BY FISCAL YEAR<sup>3</sup></b>	<b>Eligible &amp; Supported Project Costs</b>	<b>FedDev Ontario Contribution per Fiscal Year (\$, reimbursement %)</b>	
2022-23	\$750,000	\$ 562,500	75%
<b>TOTAL</b>	<b>\$750,000</b>	<b>\$ 562,500</b>	<b>75%</b>

<b>STACKING CALCULATION</b>	<b>Eligible Capital Costs</b>	<b>Eligible Non-Capital Costs</b>
<b>Total Eligible Costs<sup>4</sup></b>	\$ 635,000	\$ 115,000
<b>Total Government Contributions</b>	\$635,000	\$115,000
<b>Stacking %</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Stacking Limit</b>	<b>100.0%</b>	<b>100.0%</b>

Notes:

1. Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
2. The Recipient shall not redirect funding amount between cost categories or projects without the prior written consent of the Minister.
3. FedDev Ontario’s contribution allocations by Fiscal Year will not be reallocated without the prior written consent of the Minister. The Minister has no obligation to pay any amounts in any other Fiscal Years than those specified above. Failure to adhere to Fiscal Year allocations can result in a reduced contribution amount.
4. Eligible Costs is the sum of Eligible and Supported Costs and Eligible and Not-Supported costs.
5. Facility construction/renovation costs include but are not limited to construction, purchase of materials, enhancements, alterations, restoration and/or the undertaking of improvements to the Hyde Park Village Green.
6. Expertise costs include but are not limited to incremental fees paid to professional, technical personnel, consultants, engineers or contractors.
7. Project management costs include but are not limited to the oversight and administration of the project such as the costs of a public announcement, an official ceremony, of required temporary or permanent signage, environmental assessments, or monitoring and follow-up activities.

## CANADA COMMUNITY REVITALIZATION FUND

### COSTING GUIDELINE MEMORANDUM

#### 1.0 General Conditions

- 1.1 Costs are Eligible and Supported Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:
- (a) directly related to the intent of each Project;
  - (b) reasonable;
  - (c) appear in Annex 1 - Statement of Work;
  - (d) incurred in respect of activities, which are incremental to the usual activities of the Recipient; and
  - (e) incurred between the Eligibility Date and the Completion Date.
- 1.2 Costs submitted for reimbursement must be net of any refund or eligible tax credits (including HST).
- 1.3 Costs incurred by way of the exercise of an option to purchase or hire are eligible, only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised and the costs incurred between the Eligibility Date and the Completion Date.
- 1.4 The costs of all goods and services acquired from an entity which, in the opinion of the Minister, is not at arm's length from the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.5 No cost described in Subsection 1.4 above shall be eligible for inclusion in Eligible and Supported Costs, unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to each Project, and to provide the Minister access to such books, accounts and records.

#### 2.0 Eligible Costs

Where consistent with the approved Eligible and Supported Costs, as defined in Annex 1 - Statement of Work, the following criteria will be used in determining eligibility of costs:

##### 2.1 **Travel Costs - Transportation**

Eligible and Supported Costs incurred for travel are those, which are deemed necessary to the performance of each Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged at actual costs, but only to the extent that they are considered reasonable by the Minister.

Necessary return airfare, train fare or bus fare at economy rates for participating personnel are eligible. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible and Supported Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Food and accommodation costs are eligible only if deemed necessary to the performance of the Project in the opinion of the Minister. If eligible, food and accommodation allowances will be based on current Treasury Board of Canada Travel Directives.

Costs that are, in the opinion of the Minister, entertainment or hospitality costs are not eligible.

##### 2.2 **Audit of Project Costs Claimed**

If expressly approved in writing by the Minister, Eligible and Supported Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

##### 2.3 **Consultants**

The direct costs of studies and/or services carried out by a private contractor or consultant are eligible.

Where a particular contractor or consultant has been specified in the Agreement, and the Recipient wishes to proceed with the Project using another contractor or consultant, prior consultation with the Minister is advised to ensure eligibility.

The Minister shall not contribute to the cost of the services of any consultant that is not, in the opinion of the Minister, at arm's length from the Recipient.

#### 2.4 Calculation of Direct Labour

Labour and benefit costs claimed by the Recipient as direct Eligible and Supported Costs toward each Project will include only that time worked directly on each Project at the payroll rate and excludes indirect time, non-project related time, holidays, vacation, bonuses, paid sickness, etc., except as noted below. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time off in lieu of payment is not eligible. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g. overtime, payment in lieu of vacation), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except those noted below.

Claims relating to the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) negotiated as part of collective agreements or other salary and benefit packages shall be limited to the lesser of:

- (a) actual cost; and
- (b) twenty percent (20%) of the payroll rate of each employee.

Benefits such as car allowances and other benefits beyond those listed above are not eligible.

#### 2.5 Sales Taxes

Eligible and Supported Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an Eligible and Supported Cost on claims, the Recipient will be required to provide documentation verifying the organization's status under the relevant tax legislation.

#### 2.6 Carbon Offset Credits

Eligible and Supported Costs include the purchase of eligible carbon offset credits from a vendor which has received third-party verification and adheres to internationally agreed standards including: Gold Standard, VER+, VERRA (formerly VCS, Verified Carbon Standard), and B.C. Offset System, and where the purchase of said eligible carbon offset credits are for events, conferences and travel related the Project, as may be permitted hereunder.

### 3.0 Ineligible Costs

For greater certainty, any costs that do not qualify as Eligible and Supported Costs in accordance with section 1.0 of this Annex, shall be ineligible for inclusion in the Eligible Costs. By way of example only, ineligible costs include, but are not limited to, the following:

- (a) costs of land, building or vehicle purchase;
- (b) refinancing;
- (c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- (d) depreciation or amortization expenses;
- (e) interest on invested capital, bonds, debentures, or mortgages;
- (f) bond discount;
- (g) losses on investments, bad debts and any other debts;
- (h) fines or penalties;
- (i) costs related to litigation;
- (j) non-incremental wages;
- (k) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- (l) opportunity costs;

- (m) hospitality and entertainment costs;
- (n) costs of individual membership in a professional body (e.g. professional designations); and
- (o) lobbyist fees.

**Annex 3**

**CANADA COMMUNITY REVITALIZATION FUND**

**REPORTING REQUIREMENTS**

1. **Reports.** The Recipient shall submit to the Minister a report on each Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of each Project. Reports will be submitted on the dates described in the reporting schedule provided by the Minister. The Minister may reassess the reporting frequency from time to time at the Minister's sole discretion and notify the Recipient of any changes.
2. **Annual report.** The Recipient shall submit to the Minister an annual report on each Project no later than April 15 of each year, substantially in the form and substance prescribed by the Minister. The Recipient will include information on their diversity and inclusion approach including baseline information, and report on progress with respect to diversity and inclusion initiatives.
3. **Final Report.** In accordance with Subsection 6.6, the Recipient shall submit to the Minister a final report on each project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of each Project.
4. **Financial Statements and Insurance.** The Recipient shall submit to the Minister a copy of the Recipient's insurance policy and financial statements, accompanied by an externally prepared audit report or review report (as determined by the Minister) that has been issued by a licensed public accountant. These financial statements will be submitted within one hundred and eighty (180) calendar days of the Recipient's fiscal year end or within such longer period, as may be authorized in writing by the Minister.

**CANADA COMMUNITY REVITALIZATION FUND**

**FEDERAL VISIBILITY REQUIREMENTS**

1. The Recipient agrees that its name, the amount of the Contribution and a description of the general nature of the activities supported under this Agreement may be made publicly available by the Minister for reasons of transparency and proactive disclosure.
2. In order to promote the support received from the Minister, and to raise awareness of the Agency’s ongoing work and impact across Southern Ontario, the Recipient agrees to, at the request of the Agency:
  - Participate in and assist with the coordination of a public announcement of each Project in the form of an event and/or news release, as determined by the Minister. The Recipient shall maintain the confidentiality of this Agreement until the public announcement takes place;
  - Highlight project achievements and milestones for each project in the form of public events and/or news releases;
  - Celebrate project completion for each project in the form of a public event and/or news release; and
  - Participate in and assist with activities and projects intended to demonstrate the Agency’s impact across Southern Ontario, including, but not limited to: photo opportunities, site visits, success stories (in written and/or video formats), and promotion across available traditional and digital media platforms.

All public events requested by the Recipient are at the discretion of the Minister and will be supported by the Agency’s Communications Branch. Notice of fifteen (15) business days must be given to the Minister for any public event.

For the activities listed above, the Minister may require access to the Recipient’s work site(s), but only insofar as trade secrets or sensitive material, such as intellectual property or proofs of concept that may exist under or be in the patent process, are not divulged.

3. The Recipient agrees to include the appropriate “Government of Canada” wordmark and/or Agency funding acknowledgement in all publications and activities that describe or promote the products and services funded in whole or in part by this Agreement, including, but not limited to, web sites, social media, digital and print media. All official government identifiers will be provided to the Recipient by the Agency and must be approved by the Agency prior to publication. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release. The Recipient will acknowledge the support received from Her Majesty in all communication and promotional activities until twelve (12) months following each Project Completion Date.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.

Visibility requirements may be exempted in circumstances where public acknowledgement of Ministerial support is detrimental to the Recipient and/or each Project. These cases must be made known to the Minister.

**From:** Laila G

**Sent:** Monday, May 30, 2022 1:15 PM

**To:** Council Agenda <councilagenda@london.ca>

**Subject:** [EXTERNAL] Regarding Council's upcoming discussion on short term rentals - waiting for consent

**Importance:** High

Dear London City Council,

Recently I became aware of the intention for council to deny residents who offer short term Airbnb rentals in London to continue providing this vital service.

Please note that many of us travel short term for work, like me, and need the necessary amenities like a kitchen to allow for making dietary restricted meals, and a separate room in addition to a bedroom for working. These are features a hotel simply does not offer. And if it does, not affordably.

Your decision to stop short term residential rentals would seriously effect those of us who travel for work who rely on these fundamental amenities that private home units provide.

Please reconsider your position on this important matter that will negatively impact thousands of residents of and visitors to your great city.

Thank you very much,

sincerely,

L. Ghattas

From: Adam Wayland

Sent: Saturday, June 4, 2022 4:16 PM

To: City of London, Mayor <mayor@london.ca>; van Holst, Michael <mvanholst@london.ca>; Lewis, Shawn <slewis@london.ca>; Salih, Mo Mohamed <msalih@london.ca>; Helmer, Jesse <jhelmer@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; Hamou, Mariam <mhamou@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Turner, Stephen <sturner@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Fyfe-Millar, John <jfmillar@london.ca>; Hillier, Steven <shillier@london.ca>; Council Agenda <councilagenda@london.ca>

Subject: [EXTERNAL] STA Regulations

Good afternoon Councillors and City Staff,

A group of STR hosts have just visited areas of town to provide those citizens with the same tools I provided this council with more than 6 weeks ago to help them resolve some neighbourhood concerns we had been made aware of.

Residents were receptive to speaking with us and happy to receive information on how City Bylaw Enforcement and the associated Bylaws already in place should be used to address some of the identified issues, and how AirBnB can assist in resolving problem AirBnB listings. We have also made your constituents aware of the tools available to City Staff and Council to escalate these issues in the future.

I don't understand why constituents have not been provided these tools directly when contacting the city for assistance. May I suggest the City Clerks Office be provided this document to assist London residents in reporting any future problem directly to AirBnB?

Our host group are all members of the communities in which we host. We are as concerned about problematic long-term, student and short-term rentals as you are. The issue with the Primary Residence Restriction is if you place these problematic properties into the long-term market as Councillor Hamou has suggested, absentee and bad actor landlords will certainly continue in the long-term market. This will mean you have simply changed the properties tenants/guests and not the issues the landlord creates. If these properties are converted to student housing and left to be unmaintained, you continue to experience the same or worsening problems.

I also would like to draw attention to a very concerning matter on Hillcrest Avenue, in my neighbourhood. This property, home to some 13 international students was reported to City Staff for overcrowding.

Nothing was done. Only weeks later the home caught fire and residents were required to be rescued from illegal bedrooms in the basement. I draw your attention to the fact a citizen cannot access information for this property on the Property Inquiry system any longer, what is being hidden and from who? If this council would like to hold landlords (especially STR landlords) accountable for our properties, Council and City Staff also need to be held accountable for not enforcing or addressing housing issues and bylaw complaints as reported by citizens.

Councillor Shawn Lewis states these STR's were purchased for the sole opportunity to rent as short-term accommodations. This is furthest from the truth. Let me give you a cross section of the reasons hosts short-term rent.

- Connie, a single host who worked from home before the pandemic was deemed an essential worker for her role at a Utility company and forced to work from the new office which had moved to the Niagara Region, her home was not in for sale condition and she needed some extra time to get her basement refinished. She opted to rent her space on AirBnB to help pay for renovations and keep the home occupied, but not sign a long-term lease because she had planned to sell anyways.

- Kelly and her husband are preparing for their retirement over the next 5-7 years and planned to downsize their home. Kelly loved this really cute home in OEV, the perfect size and on a great street. The home surprisingly came on the market and Kelly just couldn't pass up the opportunity to own her dream retirement property in the city they still call home. Instead of renting it long-term they decided to make some improvements to the home and short-term rent it to help them continuously improve the home over time, allowing them the ability to block out weeks or months for special projects.

- Frank and his wife have 7 kids. All grown up now and out of the nest in places as far as Vancouver. But when the kids come home the family home isn't big enough to house them all. So Frank and Brunella bought the house next door. They rent the home short-term and for 3 months in the summer when their children come home with their new grand children they are able to visit as one family, together.

- Myself. I spent 11 years in the RCMP, most of that time here in London. My career was cut short and I needed an exit plan. I had purchased a home when I moved here but would not be able to afford the expenses without some kind of additional income. A friend of mine had suggested after my Western Students tenants had moved back home from my additional rental that I try AirBnB. I have in 8 years hosted hundreds of guests from over 27 countries around the world, and not a single complaint from my neighbours, in-fact I likely worry more than my neighbours do. I also upkeep and clean the property myself, improved the property and know all my neighbours appreciate the work and time i put into maintaining my properties.

A recent news article headline says London, Ontario to spend \$1.5M to attract new talent and skilled workers. Where are these newcomers going to stay while looking for permanent housing? Will their family pets be left in kennels for a month while closing a deal on a new home or condo? Will they eat and spend all their money inside one hotel, its restaurant and fitness facilities? OR will hosts be able to connect these newcomers with community resources and local businesses and spend those dollars in London that will stay in London?

I ask council to consider what you are voting to do, what it will mean to hosts like the above, how will these situations have played out?

Would I have been able to stay in my home? Would Frank and Brunella still be living in London? Would Connie have lost an enormous amount of money selling her home as is?

And what about the economic impacts? Glad you asked, I've prepared a lengthy document outlining overall numbers on economic impacts, as well as a case study on a single host in our community and the impact your voting decisions will have.

I look forward to engaging with you further to develop a MADE IN LONDON set of regulations that are fair, legal, and equitable.

Adam Wayland

**From:** carolyn agate  
**Sent:** Sunday, June 5, 2022 2:06 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] AIR BnB ByLaw

I would like to submit

To Council my support of the use of

AIR BnB

We may have a unique situation

Our daughter has a disability

And the use of AirBnB in london

When we need accommodations is very beneficial

Not only budget wise

But a home like setting

Allows our visits To London to be less stressful and we are able to use the accommodations more frequently

I would like to submit this positive use, to be considered, as you look at by laws reducing the use of AIR BnB in the city.

**From:** Darinka Blagaj  
**Sent:** Sunday, June 5, 2022 8:32 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] Airbnb in London

City Council

Dear London City Council,

This is a letter to share my positive experience visiting London, only because I could rent an Airbnb. I hope that by reading this warm experience in my family's memories, you consider seriously to keep Airbnb's open in London.

If it wasn't for Airbnb, we would not have come to London, not spent money in the city and not have known what we are missing!

Christmas time and myself a single mom with my two adult children were looking to get away together on a winter adventure. We live in downtown Toronto areas in different houses.. We immediately began to look for Airbnb experiences out of the city. WE love the care people put into their Airbnb rentals.

A hotel never crossed our minds. And it could not fill our needs either.

Our desire was to get to know another city or town, cook a fabulous Christmas dinner together and enjoy the comforts of crafting, baking in a different space that was lovingly set up for a full family with full kitchen and baking and cooking supplies, lovely rooms and a comfortable living room - a home away from home where we could hike, shop and the city centre. We even met new friends who are long time residents of London.

We found all we were looking for in a wonderful Airbnb house in London. That made us choose the city as a destination. We were thrilled and have such beautiful memories of all of us knitting a hat, baking cookies and making lovely meals. We loved wandering the parks, and trails.

This could never have happened in a hotel room. We are big travellers and always stay at Airbnb's. Venice, Italy offered us a glorious apartment to enjoy as a home base, as did Paris, Versailles, Malta and Gozo (the island off Malta). Both my children rent Airbnb's when they travel, in Hawaii, Malaysia, Israel. The world has changed and cold isolating hotel rooms do not serve our adventures hearts nor our various dietary needs. Knowing we can buy groceries and make the foods we eat, as being able to know local markets and shops is comforting to us and needed.

Thank you for your kind consideration,

darinka blagaj

From: J H  
Sent: Sunday, June 5, 2022 4:38 PM  
To: Council Agenda <councilagenda@london.ca>  
Subject: [EXTERNAL] Airbnb Bylaw

Dear Mayor and Council Members:

I will keep this short but pointed.

Airbnb accommodations are an integral part of my enjoyment while travelling to London to visit my son who works in the city. The enjoyment we get is markedly increased by having the comforts of “home” during our stay in an Airbnb vacation rental.

Consequently, our stay in beautiful London and what the city has to offer has a way of increasing our spending habits throughout the city’s retail, entertainment, and dining establishments. When I know I have a comfortable “home away from home” to return to at the end of the day, I am happy to have contributed in other areas to to the city’s economy.

I would not agree with any city bylaw eliminating vacation rental homes. From my individual budget and spending in mind, London would see less of my money going into businesses and all of their employees pockets.

Thank you,

Joe Hunter

Fort Frances, ON

From: Randy Irwin  
Sent: Sunday, June 5, 2022 2:05 PM  
To: Council Agenda <councilagenda@london.ca>  
Subject: [EXTERNAL] AirBnB

To whom it may concern:

I am a US citizen that travels frequently to London to see my partner. We like to use a few AirBnB's because he has some issues adjusting to new things. We also like to cook and stay in with a mix of dining and going out. I plan my visits up around the availability of the few locations he is comfortable in. This makes a huge difference to us. All the places we utilize are non owner occupied as we like the entire place to ourselves. We don't cause disturbances or throw parties. Like the majority of AirBnB members we treat the property and community with respect. Please don't punish the good people, both property owners and visitors who add to the tax base. I love London and look forward to frequenting often.

Sincerely

Randy Irwin

From: dan\_ulrick  
Sent: Sunday, June 5, 2022 1:55 PM  
To: Council Agenda <councilagenda@london.ca>  
Subject: [EXTERNAL] London air b&bs

My name is Dan Ulrick, I am a person that travels for work in the London area. I just wanted to reach out to let you know how important air b&bs are for myself and many others. They are affordable and something you can usually cook in during the week saving people money and allowing people to eat healthier while they're at it. I have been informed your trying to get rid of air b&bs that owners do not live at and I think this would be a big mistake considering that need and how convenient most of these places are. I hope you take what I have said into consideration because it will be a lot harder for people like me to find a place to stay while away from home.

Thank you

Dan Ulrick

**From:** Sandi Laird

**Sent:** Tuesday, June 7, 2022 10:51 PM

**To:** van Holst, Michael <mvanholst@london.ca>; Salih, Mo Mohamed <msalih@london.ca>; Peloza, Elizabeth <epeloza@london.ca>; Fyfe-Millar, John <jfmillar@london.ca>; Council Agenda <councilagenda@london.ca>; City of London, Mayor <mayor@london.ca>; Morgan, Josh <joshmorgan@london.ca>; Lehman, Steve <slehman@london.ca>; Hopkins, Anna <ahopkins@london.ca>; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Turner, Stephen <sturner@london.ca>; Hamou, Mariam <mhamou@london.ca>; Cassidy, Maureen <mcassidy@london.ca>; Lewis, Shawn <slewis@london.ca>; Helmer, Jesse <jhelmer@london.ca>; Hillier, Steven <shillier@london.ca>

**Cc:**

**Subject:** [EXTERNAL] The licensing and regulation of Short-term Accommodations. Proposed bylaw dated May 31, 2022

To: Members of the Municipal Council - London, Ontario

Council June 14 agenda

From: The residents of Ewald Place, London, Ontario

We are writing in support of the amendments to the Short-term accommodations bylaw and ask that Council supports the bylaw when it comes up for approval in the 14 Jun 2022 Council meeting

Please find a copy of a letter from Ewald residents which was submitted to the May 31, 2022 Community and Protective Services Committee. We are submitting for Council's June 14 agenda and ask all Council members to review prior to the meeting.

Thank you for considering your London neighbours and the quality and safety of their neighbourhood.

Sandi Laird

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

**From:** Judy MacDonald

**Sent:** Monday, June 6, 2022 6:03 PM

**To:** Council Agenda <councilagenda@london.ca>

**Subject:** [EXTERNAL] AirBnB Bylaw in London - waiting for consent

To Whom it May Concern:

I live near Vancouver,BC and I travel many times per year to London and area. My parents are in a care facility and I try to see them in many, short trips. Because its not always possible to stay with family members, I rely on AirBnBs in the city for my accommodation. It was would be colossal error on the part of council to disallow citizens of London to open up AirBnBs. I lean toward this type of accommodation as it allows for a more home-like setting with a kitchen, living room and bedroom(s) for a minimal cost compared to a hotel. Not everyone that creates this business has the ability to have it within their own home (ie. basement suite) so in order to have an additional income source, purchasing a house or condo outright with this intent allows for them to create another stream of revenue. In this trying season of inflation and cost of living soaring, I plead with council to reconsider passing this bylaw... for the sake of those owning an AirBnB and for the sake of us that rely on this type of accommodation when visiting.

Thank you,

Judy MacDonald

White Rock, BC

0  
Council

2022.06.14

# Envision

your retirement

June 5 '22

To Whom it may Concern.

My name is Janice Gordon, I live at 251 Michaelmas Street. My neighbour Adam Wayland has an Air-B&B. He keeps his house & surrounding area in meticulous condition I have never heard of any noise complaints or any complaints otherwise.

On the other side of the street, a junky car has been parked on the lawn. A high hedge hides <sup>it</sup> I cannot see the street number.

And the City of London let the grass in the cul de sac grow as high as the cement wall.

P T O

**Group  
Retirement  
Services**  
GREAT-WEST · LONDON LIFE

Now that it is finally cut, there  
are clumps of grass all over.

Sometimes the city should let  
well enough alone Adam is  
a decent person, making a living.

Yours truly

Jamie Gordon

Hello and thank you for accepting my correspondence.

I would like to comment on the issue of Air BnB's here in London. On June 9<sup>th</sup> when watching the evening news, I saw the report regarding this issue. During the report I heard two statements that I would like to comment on. One person stated that there are times when visitors to the city do not need long term rental, and this option provides them the opportunity for short term rental options. I would like to point out that London has many high-end hotels as well as lower-end motels for visitors to choose from, many of London's citizens have fewer choices than outsiders/visitors are being given.

I also heard an interviewee state that they do not make big money running these Air BnB's. If making large income off these properties is NOT the goal, then it would be far more helpful to the actual citizens of London, if these property owners were to rent these units as long-term rentals at affordable monthly rates, as opposed to the typical Bank account Breaking market value rates that most developers are demanding as of late. I understand these property owners will not be able to afford to help with the great need for "Federally Defined/Rent Geared" rental rates, but from the statements made in the news report, rates that the average minimum wage-earning person/family can comfortably afford, should be possible.

It is my understanding from the same news report that there are approximately 650 properties being rented out on short term Air BnB leases, that is 650 people/families who are currently on the excessive wait list, who could be living in proper healthy affordable homes.

For these reasons I feel there should be greater push for these property owners to use these properties to benefit Local citizens over providing even more options for those coming to "visit."

Thank You Again

Diane Devine.

This is also my consent for this letter to become part of the public record, as well as be made available electronically through the City of London's internet website.

The City of London seeking to restrict AirBNB to curb "party houses" is simply unfair to landlords who would prefer to utilize the short-term rental markets over offering long term rentals. Firstly, to address that concern, AirBNB enacted a policy in August 2020 where a global ban on any and all parties at AirBNB rentals are now prohibited. This policy was enacted in response to the Covid crisis, but has been placed into effect indefinitely. Further, in order to ensure that members of the community where the AirBNB is located can feel safer, neighbors can report any parties being held at an AirBNB to their Neighborhood Support which provides a link to emergency services. Guests at the AirBNB that have held a party, or found to be disruptive are banned and restricted from the site permanently, this includes the ability to rent any AirBNB accommodations in the future. I have included a copy of this policy in this letter.

This is not a common issue, nor is it a problem in the City of London. The incident in 2019 was a single occurrence in an AirBnb rental. Every year this City deals with disruptive and destructive parties from College and University Students. This is not due to AirBNB, this is an issue that The City of London has dealt with years before AirBNB was even an option. Do we then ban student rentals? London has a long-standing reputation of being a party city due to our renowned University and Colleges, and every year there are damages and issues in the City during homecoming week as well as St. Patrick's Day. I think we all remember the Flemming incident, where students caused thousands of dollars in damages, started fires, destroyed property and terrorized their neighborhood. Is this really an AirBNB problem? Will these parties become obsolete with the restrictions of AirBnb?

To suggest that an AirBNB is just an "unlicensed hotel" is absurd. The City of London requires a rental license for AirBNB as well as long-term rentals making the argument that it's a safety standard is moot. AirBNB properties are subject to the same inspection process as a long-term rental. The real reason a growing number of landlords are turning to AirBNB for their rental properties is due to the lacking protections for landlords under the Residential Tenancies Act. Landlords invest hundreds of thousands of dollars into their rental properties, often furnishing them with high end finishes and furniture, and feel that short term rentals that are not governed by the RTA are a safer investment. The landlord and tenant board tribunal is a broken system where wait times can be upwards of a year, and the applications can be complicated for persons with no legal background. Quite often landlords feel they are at the mercy of tenants who destroy their investments and refuse to pay rent. As a Licensed Paralegal since 2013, I have seen first hand how broken our Tribunal System is in this Province and any hope of changing that is beyond the reach of The City of London, this is a Provincial problem. Landlords are forced to sit on their hands and wait for hearings to evict non paying tenants, then after finally regaining their rental property finding it destroyed with little recourse in most cases of ever being compensated for damages or lost rent. Landlords aren't privy to duty counsel like tenants and must pay for any legal advice they may need out of pocket, costing them more money.

If the issue is a shortage of affordable housing, how is the restriction of AirBNB really expected to solve this? Most AirBNB rentals are high end and if placed on the long-term rental market would not be affordable for the population that is being affected by the housing crisis. Does the City of London believe that the restriction on AirBnb will solve these problems? It appears that The City of London wants private landlords to move back into long-term rentals to solve a housing issue that cannot be solved by the City alone. The city says it wants to "avail itself to every available tool" to help combat the housing crisis, but simply cannot expect private landlords to shoulder that responsibility. The city cannot guarantee landlords who are forced back into long-term RTA governed rentals any kind of security of

their properties condition post rental or financially they won't be devastated by non-paying tenants. I believe the City of London is overreaching, and has no business or substantial grounds to restrict these rentals. I believe that imposing a 4% accommodation tax on short-term rentals to be a more realistic and practical solution, where the tax funds collected could be put towards more housing initiatives. The City of London is one of the few cities in the province that requires the landlord to obtain a rental license and collects thousands of dollars in revenue from this initiative, so my question is where is that money going? What is the city actually doing to help combat this crisis outside of shifting blame and responsibility to private landlords operating short-term rentals? There simply has to be a better solution to this issue. The City of London should leave the decision of whether to offer their properties as long-term or short-term rentals to the owner of said property, and stop looking to the private sector to solve a problem they have been unable to fix.

Best regards,

Lisa Cudmore  
Paralegal  
Land Depot Capital Inc.

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Log in or sign up

Community policy

## Party and Events Policy

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**ii Note:** As of August 20, 2020, Airbnb **announced** a global ban on all parties and events at Airbnb listings, including a cap on occupancy at 16, consistent with our community policies. This party ban applies to all future bookings on Airbnb, and it will remain in effect indefinitely, until further notice.

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Our **Community Standards** prohibit members of the Airbnb Community from creating a nuisance that disturbs the surrounding neighborhood. Hosts and guests can meet this standard by making sure they clearly align on expectations for gatherings at listings. While we believe most guests are respectful, we've created our Parties and Events policy to provide clear guidance on what is expected from everyone. Until further notice, the policy prohibits:

- Gatherings of more than 16 people
- All disruptive parties and events

Guests who are reported for throwing a disruptive party or violating our rules on gatherings of more than 16 people are subject to suspension or removal from Airbnb's platform. In some cases, guest reviews left after such parties may be removed. We may also remove listings if we determine that a Host has authorized a party that violates this policy. If we receive reports that a listing is disrupting the surrounding community, we may request that the Host update their rules or suspend the listing.

In addition to strengthening our rules around parties, we're also working on risk-detection technologies that help stop disruptive parties before they even start.

### Large gatherings

Until further notice, gatherings of more than 16 people-including both overnight guests and visitors-are not allowed, regardless of Host authorization.

## Parties and events

Until further notice, all disruptive parties and events are prohibited, regardless of size. Guests who hold these types of events may have their account removed, and Hosts who violate this rule and allow guests to throw parties may be subject to account consequences up to and including the removal of their listing.

## Reporting a disruption

When a property that's listed on Airbnb is causing a disturbance-whether that's excessive noise, a disruptive party, a gathering of more than 16 people, or unsafe behavior-members of the local community can report it at **Neighborhood Support**, which provides a link to local emergency services. They'll also have access to the Neighborhood Support team phone number, where they can report a party that's still in progress. Once an issue is reported, Airbnb will send a confirmation email explaining what happens next.

## Unauthorized party intervention

Reducing the number of unauthorized house parties on Airbnb has long been a priority. We're taking actions to support safe and responsible travel. As part of our global party ban, we may block certain reservations that we determine to be higher risk for unauthorized parties.

## Listing content guidelines

In line with this policy, Hosts should not attract disruptive parties and events in their home by advertising their space as party- or event-friendly. Similarly, Hosts should not advertise their space for gatherings larger than 16 people.

Listings that violate these rules through the listing title, description, house rules, photos, etc., may be suspended until the violating content is removed. Where we've received complaints for a property violating this rule, we may also suspend the listing for up to 30 days and ask the Host to update their listing to include an explicit rule stating that parties and events are not allowed.

In rare cases where it appears that the listing is intended only for the purposes of hosting parties or events (for example, party or event venues), or where a property has created a severe nuisance within a neighborhood, the listing may be permanently removed from Airbnb.

## Rules that apply to different property types

### Traditional hospitality settings

We trust Hosts of traditional hospitality venues (such as boutique hotels) to determine their own rules for events. Traditional hospitality Hosts can allow appropriate events at their own discretion. In cases where we receive complaints about these listings and events or where the types of events are inappropriate, we will follow up with the venues as necessary.

Did this article help? [Yes](#) [No](#)

## Related articles

Rules • Guest

### [What to know if our neighbor is an Airbnb Host](#)

We encourage hosts to think carefully about their responsibilities. Hosting comes with a commitment to neighbors and to the community.

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Rules • Guest

### [Airbnb Plus 12rogram standards](#)

These standards are a collection of criteria that set the bar for well-designed spaces and exceptional Hosts.

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The news of putting a hold on Airbnb across the city of London came as a complete shock to me. My experience with Airbnb has been very positive, especially when first entering the country as an international student; finding a house for rent was a tough and challenging task. Coming to a new country where we have no idea about the locality or the rental market, short-term rentals in the form of Airbnb came to our rescue. It was not only an affordable option but also the most convenient one for us. During our stay, we were able to explore the locality and luckily find a home for ourselves which we wouldn't have been able to do if there were no short-term rentals in this city.

Short-term rentals are an essential part of the economy as it continues to bring in more money to the local communities. They also provide jobs to people from contractors to cleaners and everything in between. Although short-term rentals may not be the perfect solution to the issues we are currently facing, they are the only solution currently provided to the people of London.

For the government to take away affordable short-term rentals from new citizens, students, and workers, they will have to provide a substitute since many people cannot afford to stay in hotels. The best solution that could be provided if they decide to eliminate short-term rentals is to put government-run short-term housing in place for those very situations.

Currently, I am working as an administrative assistant at Land Depot Capital, where one of my job roles is to set up the newly renovated houses for Airbnb, organize and maintain the inventory, and coordinate with our renovating and cleaning team. This new project of setting up Airbnb rentals has generated multiple new jobs in my company. We now have roles for cleaning, lawn care, tradespeople, management roles, marketing, and customer satisfaction.

One of the issues being brought to light is when tenants decide to party or play music too loud. This obnoxious behavior is not allowed by Airbnb community standards and is upheld by the landlords. To punish the whole community of Airbnb hosts for the lack of care from the few is unfair and unjust.

The community standards of Airbnb prohibit members from creating a nuisance that can disturb the surrounding neighborhood. Guests who reported violating these rules are subject to suspension or removal from the Airbnb platform. The hosts are also held accountable; that is, if determined that the host had authorized a party, their listing would be removed from the platform.

Being a renter myself, I understand the grave issue of the lack of affordable housing and long-term rentals; what I fail to understand is how Airbnb's restriction is going to solve this issue? Even if the city imposes regulations or curbs Airbnb and forces the landlords to put them up for long-term rentals, most of these properties are high-end and fully furnished, making them unaffordable for the people affected by this housing crisis.

I believe and would suggest the city to look into a different course of action for providing affordable housing and let the landlords decide whether to put their houses on short-term or long-term rentals.

Best regards,

Akankhya Balbantray  
Administrative assistant  
Land Depot Capital

The City putting restrictions on usage of private property owners is a simply put an over reach, this will cause a larger ripple effect in the community that I don't think the city is prepared to accommodate. Having flexible options in the city for short term rentals is necessary to a city's growth. This provides short term lodging for people working in the area for business, new students, and many other people traveling to the area. As London has been focused on increasing tourism and attractions to the area over the years, I feel this would hinder this, People who rent their homes on Airbnb use the income they earn to stay afloat in difficult economic times. Additionally, travelers who use Airbnb enjoy longer stays, spend more money in the cities they visit, and bring income to less-touristed neighborhoods.

I can understand that the council is concerned about loud parties disrupting neighbourhoods, but I do not feel this is the majority rather than a few isolated incidents. Growing up in London I have come to know that London has been considered a student town for years and most of the problems with loud parties are reflective of Western and Fanshawe student both in the past and present. On large party days and events, the streets are flooded with intoxicated students, with multiple arrests being made continuously. This is where London's partying issue truly lies not Airbnb. This has been a burden for London residents for years even before Airbnb has increased in the London and Area. Restricting businesses and property owners for this purpose simply will not solve this issue, only hinder people lively hoods and new employment in the area, I have attached articles from local news reporters that cover the issue in the recent years on this issue, as it is an issue with our student population rather than Airbnb.

After reading London's plan to cover the Housing crisis our city faces, I was to further restrict short term rental with the idea that it will increase the supply of housing and create more long-term rentals,

this is simply not the case, the issue with our housing market is affordable housing. The majority of the crisis is caused by lack of affordable housing, subjecting and forcing property owners into long term rental market will not cure the housing crisis and is not a viable solution. As the city has no authority to place rental caps on rental units, thus being under legislation of the provincial government. Restricting home owners, and business owners this way will only cause loss to the people this job sector employees which feeds into the London economy. The counsel should focus its efforts on creating more affordable housing for the city that it is in desperate need of. I am a single mother I currently rent a Downtown apartment for \$1,350.00 which in this market is affordable, every day my son and I see first hand the desperate need that the city has to accommodate these people and find a solution to homelessness in our city. I do not feel shutting down multiple or restricting Airbnb in this way will even remotely touch this problem. The solution is creating long term affordable housing for those who desperately are in need. I know for my self that if an Airbnb host was forced into long term rental, I would not be able to afford \$2,000.00 to \$3,000.00 in monthly rent of these full houses.

I currently work as an Operations Manger for Land Depot Capital Inc. some of our properties are used on website such as Airbnb and focused on short term rentals. During this launch of our properties I have personally hired property managers, assistants, cleaners, renovators, electricians, construction managers, social media managers and data analysts. The proceeds from this employs these people, all of which contribute to the London economy by residing in London, enjoying entertainment in London, working in London. If the city is to overstep on how private property owners are allowed to use and monetize their assets it would affect the lively hood of not only our staff and contractors but all the others who use this service in the area.

Personally, I have no issue with the city regulating by ensuring Airbnb meets proper standards, implementing extra precautionary and regulatory measures in addition to the current licencing requirements to ensure the safety and wellness of units and for our short-term residents and we are open to the idea of adding a 4% taxation to be contributed to the solutions of homelessness in our community and long-term affordable housing initiatives. However, limiting use to primary residence or any such further restrictions regarding length of time allotted for Airbnb rental is unnecessary and will not fix the problems at hand that the city is currently faced with. Effecting people livelihoods and employment is simply not the right solution to the problem.

Sincerely,

Taylor Sumner  
Operations Manager  
Land Depot Capital Inc.

# Civic Works Committee

## Report

8th Meeting of the Civic Works Committee  
May 31, 2022

PRESENT: Councillors E. Pelozza (Chair), J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, Mayor E. Holder

ABSENT: M. van Holst

ALSO PRESENT: A. Pascual and J. Taylor

Remote Attendance: Councillors M. Hamou and S. Hillier; M. Butlin, S. Chambers, J. Dann, K. Edwards, G. Irwin, D. MacRae, A. Rozentals, K. Scherr, M. Shepley, J. Stanford, and B. Westlake-Power

The meeting was called to order at 12:00 PM with Councillor E. Pelozza in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors J. Helmer and P. Van Meerbergen.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: J. Fyfe-Millar  
Seconded by: E. Holder

That Items 2.1, 2.2, and 2.3 BE APPROVED.

Yeas: (5): E. Pelozza, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Absent: (1): M. van Holst

**Motion Passed (5 to 0)**

#### 2.1 Northcrest Drive Municipal Watermain Servicing Budget Increase

Moved by: J. Fyfe-Millar  
Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 31, 2022, related to the Northcrest Drive municipal watermain servicing project:

- a) the budget increase of \$909,645.00 to EW374322 Extension of Water Servicing BE APPROVED for the subject project;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2022-F05A)

**Motion Passed**

2.2 Metamora Stormwater Outfall Replacement Contract Amendment - Addition of Metamora Bridge Repairs

Moved by: J. Fyfe-Millar  
Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 31, 2022, related to the extension of the Metamora Stormwater Outfall Replacement contract to include the Metamora Pedestrian Bridge Rehabilitation works:

- a) the contract amount for Blue-Con Construction BE INCREASED to undertake additional works required for the Metamora Pedestrian Bridge Rehabilitation as part of the existing RFT21-91 contract, in accordance with the estimate on file to an upset amount of \$255,000.00 including 20% contingency, excluding HST, from \$1,200,386.00 to a total of \$1,455,386.00, in accordance with Section 20.3 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation amending the original contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T04)

**Motion Passed**

2.3 Closing Part of Upper Canada Crossing

Moved by: J. Fyfe-Millar  
Seconded by: E. Holder

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, 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, for the purpose of closing part of Upper Canada Crossing;

it being noted that subject to the passing and registration of the above-noted by-law in the Land Registry Office, the City will retain a municipal services easement over the road allowance and reserve Block 186, 33M-624 for a watermain and for the purposes of prohibiting the erection of any structures on the subject lands. (2022-T09)

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: J. Helmer  
Seconded by: J. Fyfe-Millar

That the Civic Works Committee Deferred Matters List as at May 20, 2022, BE RECEIVED.

Yeas: (5): E. Pelozo, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Absent: (1): M. van Holst

**Motion Passed (5 to 0)**

**6. Adjournment**

Moved by: J. Helmer  
Seconded by: J. Fyfe-Millar

That the meeting BE ADJOURNED.

Yeas: (5): E. Pelozo, J. Helmer, P. Van Meerbergen, J. Fyfe-Millar, and E. Holder

Absent: (1): M. van Holst

**Motion Passed (5 to 0)**

The meeting adjourned at 12:03 PM.

# Planning and Environment Committee

## Report

11th Meeting of the Planning and Environment Committee  
May 30, 2022

PRESENT: Councillors A. Hopkins (Chair), S. Lewis, S. Turner, S. Hillier, Mayor E. Holder

ABSENT: S. Lehman

ALSO PRESENT: PRESENT: H. Lysynski and K. Van Lammeren

REMOTE ATTENDANCE: Councillors M. Hamou and J. Fyfe-Millar; L. Livingstone, J. Adema, A. Anderson, G. Barrett, J. Bunn, M. Corby, M. Davenport, J. Davison, K. Edwards, M. Greguol, K. Gonyou, J. Kelemen, P. Kokkoros, L. Marshall, H. McNeely, B. Page, C. Parker, A. Pascual, M. Pease, A. Riley, A. Singh and B. Westlake-Power

The meeting was called to order at 4:01 PM, with Councillor A. Hopkins in the Chair, Councillor S. Lewis present and all other members participating by remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Hillier

Seconded by: E. Holder

That Items 2.1 to 2.6, inclusive, BE APPROVED.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

#### 2.1 58 Sunningdale Road West (39T-16503)

Moved by: S. Hillier

Seconded by: E. Holder

That, on the recommendation of the Director, Planning and Development, the Approval Authority BE ADVISED that the Municipal Council supports the request for a three (3) year extension of the draft plan of subdivision approval for the draft plan submitted by Drewlo Holdings Inc. (File No. 39T-16503), prepared by MTE and certified by P.R. Levac OLS, (File No 50861-102, dated May 18, 2022), as red-lined amended, which shows 41 single detached lots, two (2) residential part blocks, three (3) medium density blocks, one (1) commercial block, one (1) road widening block, and four (4) 0.3m reserve blocks all served by an extension of Callingham Drive, an extension of Pelkey Road, and three (3) new local streets, SUBJECT TO the conditions contained in the staff report dated May 30, 2022 as Schedule "A". (2022-D12)

**Motion Passed**

2.2 890 Upperpoint Avenue (P-9358)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Sifton Properties Ltd., the proposed by-law appended to the staff report dated May 30, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to exempt Block 141, Plan 33M-754 and Block 42, Plan 33M-810 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act, R.S.O. 1990, c. P. 13*, for a period not exceeding three (3) years. (2022-D25)

**Motion Passed**

2.3 3195 White Oak Road (H-9471)

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

That, on the recommendation of the Director, Planning and Development, based on the application by Econ Consultant Ltd., relating to the property located at 3195 White Oak Road, the proposed by-law appended to the staff report dated May 30, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h-94\*R1-3(21)) Zone TO a Residential R1 Special Provision (R1-3(21)) Zone to remove the "h-94" holding provision. (2022-D09)

**Motion Passed**

2.4 1284 and 1388 Sunningdale Road West (39T-04510\_5)

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

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Developments Inc., for the subdivision of land over Concession 5, Part Lot 23, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, municipally known as 1284 and 1388 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Developments Inc., for the Foxhollow North Kent Subdivision, Phase 5 (39T-04510) appended to the staff report dated May 30, 2022 as Appendix "A", BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated May 30, 2022 as Appendix "B";
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated May 30, 2022 as Appendix "C"; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2022-D12)

**Motion Passed**

2.5 525 Dufferin Avenue - Heritage Alteration Permit Application (HAP22-031-L)

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

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking approval to replace the porch railings/guard on the heritage designated property at 525 Dufferin Avenue, within the East Woodfield Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- a) all exposed wood be painted;
- b) the installation of the proposed porch railings/guards be completed within twelve months of Municipal Council's decision on this Heritage Alteration Permit; and,
- c) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2022-R01)

**Motion Passed**

2.6 Building Division Monthly Report - March, 2022

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

That the Building Division Monthly Report for the month of March, 2022 BE RECEIVED for information. (2022-A23)

**Motion Passed**

**3. Scheduled Items**

3.1 Definition of " Public Park" in Zoning By-law Z-1 / City-Wide

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

That, on the recommendation of the Director, Planning and Development, based on the City-initiated zoning by-law review, the proposed by-law appended to the staff report dated May 30, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning definition for Public Park;

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

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

- is consistent with the Provincial Policy Statement (2020);
- conforms with the policies of the London Plan, specifically in regards to the Green Space Place Type and the Parks and Recreation

chapter;

- will enable uses and activities in city-owned parks that are consistent with the Parks and Recreation By-law (PR-2); and,
- represents good planning. (2022-D14)

Yeas: (5): A. Hopkins , S. Lewis, S. Turner, S. Hillier, and E. Holder  
Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: E. Holder

Seconded by: S. Turner

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Turner, S. Hillier, and E. Holder  
Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: E. Holder

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins , S. Lewis, S. Turner, S. Hillier, and E. Holder  
Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

### 3.2 537 Crestwood Drive (Z-9333)

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Director, Planning and Development, based on the application by Middlesex Vacant Land Condominium 816, relating to the property located at 537 Crestwood Drive, the proposed by-law appended to the staff report dated May 30, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Urban Reserve (UR1) Zone TO a Holding Residential R6 Special Provision h-(\*)R6-2(\*) Zone;

it being noted that the following site plan matters were raised during the public participation process:

- i) an amendment to the registered Plan of Condominium 816 is required;
- ii) warning clauses to be registered on title regarding noise and dust related to gravel pit and rehabilitation activities; and,
- iii) warning clauses to be registered on title regarding possible noise impacts from the future realigned Commissioners Road East;

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

- H. Froussios, Zelinka Priamo Ltd., on behalf of the Middlesex Vacant Land Condominium 816;

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

- the recommended amendment is consistent with the 2020 Provincial Policy Statement which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment and requires resource extraction activities to be protected for long-term use and not hindered by incompatible development; and that resource extraction activities and sensitive residential development be appropriately separated from each other. A holding provision is recommended to ensure a new geotechnical study is required to establish the limit of development related to the slope hazard and evaluate the potential impacts of the future construction of the Commissioners Road West realignment; and to ensure a rehabilitation plan and site restoration plan have been completed for the adjacent aggregate resource extraction area;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, the Neighbourhoods Place Type, and Natural Resources; and,
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation and the Specific Area policies for Lands in the Vicinity of Byron Gravel Pits. (2022-D07)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Turner

Motion to open the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: S. Hillier

Seconded by: S. Lewis

Motion to close the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

### 3.3 Demolition Request for the Heritage Listing Property at 180 Simcoe Street

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Director, Planning and Development, the property at 180 Simcoe Street BE REMOVED from the Register of Cultural Heritage Resources;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2022-R01)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: E. Holder

Seconded by: S. Hillier

Motion to open the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: S. Turner

Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

### 3.4 258 Richmond Street (Z-9465)

Moved by: E. Holder

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, based on the application by Siv-ik Planning and Design Inc., relating to the property located at 258 Richmond Street, the proposed revised by-law appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan (The London Plan, 2016) and the 1989 Official Plan), to change the zoning of the subject property FROM a Restricted Service Commercial (RSC2/RSC3/RSC4) Zone TO a Holding Business District Commercial Special Provision (h-\_\*BDC(\_)) Zone;

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

- J. Smolarek, Siv-ik Planning and Design Inc.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Urban Corridor Place Type for the SoHo Main Street Specific Segment.
- the recommended amendment conforms to the in-force policies of

the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor (MSCC); and,

- the recommended amendment would facilitate the reuse of the existing building and allow a broader range of uses that are appropriate for the context of the site. (2022-D09)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Hillier

Seconded by: S. Turner

Motion to open the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: E. Holder

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

### 3.5 850 Highbury Avenue North - Request for Demolition

Moved by: E. Holder

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development with the advice of the Heritage Planner, the demolition request for the removal of (8) non-designated built resources on the heritage designated property at 850 Highbury Avenue North, BE PERMITTED pursuant to Section 34(1) of the *Ontario Heritage Act* subject to the following terms and conditions:

a) during demolition, construction fencing and buffering of sensitive areas be implemented per Project Site Plan appended to the staff report dated May 30, 2022 as Appendix C;

b) during demolition, restrict construction routes to areas outside the treed alley; and,

c) pre-, during, and post-demolition, implement recommendations of the PreConstruction Analysis appended to the staff report dated May 30, 2022 as Appendix D;

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

- B. McCauley, Old Oak Properties;
  - K. Eby, GMPS, on behalf of JDA Investments Inc.; and,
  - N. Tausky, on behalf of the Architectural Conservancy of Ontario.
- (2022-R01)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to add a new part d), which reads as follows:

"d) the applicant BE REQUESTED to photographically document and chronical, to the degree possible, the north and south pavilion and the connecting building."

Yeas: (2): A. Hopkins , and S. Turner

Nays: (3): S. Lewis, S. Hillier, and E. Holder

Absent: (1): S. Lehman

**Motion Failed (2 to 3)**

Moved by: S. Hillier

Seconded by: S. Turner

Motion to open the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: S. Hillier

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

### 3.6 1503 Hyde Park Road (Z-9425)

Moved by: S. Lewis

Seconded by: E. Holder

That, on the recommendation of the Director, Planning and Development, based on the application by 2575707 Ontario Corp. (c/o Business Network Associates), relating to the property located at 1503 Hyde Park Road, the proposed by-law appended to the staff report dated May 30, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to amend Zoning By-law No. Z.-1, (in conformity

with the Official Plan), to change the zoning of the subject property FROM a Holding Business District Commercial (h-91\*BDC1/BDC2) Zone TO a Holding Business District Commercial Special Provision (h-91\*BDC1(\_)/BDC2) Zone;

it being noted that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

- i) provide sufficient common outdoor amenity space based on the number of units proposed and/or provide detailed design and program solutions for the area;
- ii) review alternative vehicular access arrangements as opposed to the shared vehicular access point with 1435 Hyde Park Road; and,
- iii) consider additional landscaping and use of planters along this section of Hyde Park Road consistent with Urban Design's first submission comments to ensure that planters are aligned parallel to the street with a 0.15m curb to clearly define the clearway;

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

- the project summary from M. Davis, Siv-ik; and,
- a communication dated May 26, 2022 from J. Haasen;

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

- M. Davis, Siv-ik Planning and Design, on behalf of Business Network Associates; and,
- J. Haasen, 70 Dissing Crescent;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Building policies, and the Main Street Place Type policies;
- the recommended amendment conforms to the policies of the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor designation and is in keeping with the Hyde Park Community Plan and Urban Design Guidelines;
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a vacant, underutilized site within the Built-Area Boundary with an appropriate form of development. (2022-D09)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: S. Turner  
Seconded by: S. Hillier

Motion to close the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

3.7 850 Highbury Avenue (OZ-9324)

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, based on the application by Old Oak Properties Inc., relating to the property located at 850 Highbury Avenue North, and with respect to housekeeping amendments to the approved London Psychiatric Hospital Secondary Plan, the proposed by-law appended to the staff report dated May 30, 2022 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to DELETE the London Psychiatric Hospital Secondary Plan in its entirety and ADOPT the London Psychiatric Hospital Secondary Plan, appended to the staff report dated May 30, 2022 as Appendix "A", Schedule "1";

it being noted that the specific policy changes to the existing London Psychiatric Hospital Secondary Plan, that will result from the deletion of the existing plan and the adoption of the new revised plan, are outlined in Appendix B of the above-noted staff report;

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

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

- C. Kulchycki, Zelinka Priamo Ltd., on behalf of Old Oak Properties Inc.; and,
- K. Eby, GMPS representing JDA Investments Inc.;

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

- the proposed Secondary Plan amendment is consistent with the Provincial Policy Statement (PPS), 2020, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable

and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents; and,

- the proposed official plan amendment conforms to the in-force policies of The London Plan, including but not limited to the Transit Village Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies.. (2022-D09/R01)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Turner

Motion to open the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: E. Holder

Motion to close the public participation meeting.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

#### **4. Items for Direction**

None.

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

##### **5.1 (ADDED) 1st Report of the Community Advisory Committee on Planning**

Moved by: S. Lewis

Seconded by: S. Hillier

That, the following actions be taken with respect to the 1st Report of the Community Advisory Committee on Planning from its meeting held on May 26, 2022:

a) the Planning and Environment Committee BE ADVISED that the London Community Advisory Committee on Planning (CACP) received a report, dated May 26, 2022, with respect to the Demolition Request for Heritage Listed Property located at 180 Simcoe Street by Richmond Corporate Centre Inc. and the CACP supports the staff recommendation and the findings of the Heritage Impact Assessment; it being noted that the CACP recommends the preservation of trees to mitigate potential impacts to adjacent cultural heritage resources;

b) the Planning and Environment Committee BE ADVISED that the London Community Advisory Committee on Planning (CACP) received a report, dated May 26, 2022, with respect to the Demolition Request for Non-Designated Built Resources on the Heritage Designated Property

located at 850 Highbury Avenue North - the former London Psychiatric Hospital Lands by Old Oak Properties and the CACP supports the staff recommendation;

c) the Planning and Environment Committee BE ADVISED that the London Community Advisory Committee on Planning (CACP) received a report, dated May 26, 2022, with respect to a Heritage Alteration Permit Application by E. Placzek at 525 Dufferin Avenue, East Woodfield Heritage Conservation District and the CACP supports the staff recommendation; and,

d) clauses 1.1, 1.2, 2.1, 3.1 to 3.7, inclusive, 4.1, 5.2, 5.3 and 6.1 to 6.3, inclusive, BE RECEIVED for information.

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

## **6. Confidential (Enclosed for Members Only)**

6.1 Instructions for OLTAppeal, OLT-22-002053 (2624 Woodhull Road) - File No. A.146/21 and B.008/21

Moved by: E. Holder

Seconded by: S. Hillier

That the Planning and Environment Committee convene, In Closed Session, for the purpose of considering the following:

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Ontario Land Tribunal ("OLT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (2022-L01)

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

Absent: (1): S. Lehman

**Motion Passed (5 to 0)**

The Planning and Environment Committee convenes, in Closed Session, from 6:11 PM to 6:28 PM.

## **7. Adjournment**

The meeting adjourned at 6:31 PM.

# 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. Pelosa 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**

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**

- 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.

## 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

**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)						
	<b>Total</b>						

**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)						
<b>TOTAL</b>						

**Notes:**

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.

2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC or Alternate Weighted Average Rent</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(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)						
	<b>Total</b>						

**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)							
<b>TOTAL</b>							

### D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
<b>TOTAL</b>						

#### Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC or Alternate Weighted Average Rent</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

**Not  
e:  
Dep  
th of  
Affo**

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**

# Strategic Priorities and Policy Committee

## Report

9th Meeting of the Strategic Priorities and Policy Committee  
June 7, 2022

**PRESENT:** Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, S. Hillier

**ALSO PRESENT:** K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, C. Crossman, J. Davison, K. Dickins, K. Edwards, S. Mathers, P. McKague, R. Morris, K. Murray, K. Scherr, M. Schulthess, J. Senese, C. Smith, J. Tansley, A. Thompson, S. Thompson, J. Yanchula, P. Yeoman

The meeting is called to order at 4:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, P. Van Meerbergen, S. Turner, E. Pelozza and S. Hillier.

### 1. Disclosures of Pecuniary Interest

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

- a. Councillor J. Morgan discloses a pecuniary interest in clause 4.2 of this Report, having to do with appointments to Western University Board of Directors, by indicating that Western University is his employer;
- b. Councillor J. Helmer discloses a pecuniary interest in clause 4.2 of this Report, having to do with appointments to Western University Board of Directors, by indicating that Western University is his employer; and,
- c. Councillor M. Salih discloses a pecuniary interest in Clause 4.1 of this Report, specific to Business Case #4: Talent Attraction and Labour Force Growth for Sustainable Economic Recovery, by indicating that he works for the Federal Government.

### 2. Consent

Moved by: J. Fyfe-Millar

Seconded by: S. Hillier

That consent items 2.1 to 2.3 and 2.5 to 2.7 BE APPROVED.

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

**Motion Passed (15 to 0)**

#### 2.1 Development Charge Planning Horizon Policy Review

Moved by: J. Fyfe-Millar

Seconded by: S. Hillier

That, on the recommendation of the Deputy City Manager, Finance Supports, a 15-year planning horizon BE ENDORSED as part of the preparation and completion of the development charges 'soft service'

master plans and 2025 Development Charges Background Study; it being noted that a 20-year planning horizon will be maintained for 'hard service' components.

**Motion Passed**

2.2 Development Charge Stormwater Management Land Payment Trigger Policy Review

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

That, on the recommendation of the Deputy City Manager, Finance Supports, the development charge stormwater management land payment trigger threshold for future stormwater management land acquisition BE DISCONTINUED effective July 31, 2022; it being noted that payment will now occur at the time of agreement execution.

**Motion Passed**

2.3 Inventory of Current Actions Addressing Core Area Land and Building Vacancy

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

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated June 7, 2022, with respect to the Inventory of Current Actions addressing Core Area Land and Building Vacancy, BE RECEIVED.

**Motion Passed**

2.5 London Community Recovery Network – Update on Municipally Funded and Community Initiatives

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

That, on the recommendation of the City Manager, the staff report titled London Community Recovery Network – Update on Municipally Funded and Community Initiatives for BE RECEIVED for information.

**Motion Passed**

2.6 London Economic Development Corporation (LEDC) Activity Update 2021

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

That the London Economic Development Corporation Activity Update 2021 BE RECEIVED for information.

**Motion Passed**

2.7 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

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

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on April 21, 2022 BE RECEIVED.

**Motion Passed**

2.4 Core Area Action Plan: 2022 One-Time Program Enhancements

Moved by: J. Helmer  
Seconded by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

- a) the staff report dated June 7, 2022 entitled “Core Area Action Plan: 2022 One-Time Program Enhancements”, including its appendices, BE RECEIVED; and,
- b) the enhancements to the Core Area Action Plan detailed in “Appendix ‘A’ of the staff report, 2022 One-Time Program Enhancements” BE APPROVED at a total estimated cost of \$1,055,000.00, with the funding to be sourced from the Operating Budget Contingency Reserve;

it being noted that the Strategic Priorities and Policy received a communication dated June 2, 2022 from C. Butler with respect to this matter.

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

**Motion Passed (15 to 0)**

**3. Scheduled Items**

3.1 Not to be heard before 4:05 PM - London Hydro Inc. - 2021 Annual General Meeting of the Shareholder Annual Resolutions

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

That the following actions be taken with respect to London Hydro Inc.:

- a) the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 7, 2022 as Appendix “A” entitled “A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.” BE INTRODUCED at the Municipal Council meeting to be held June 14, 2022;
- b) the presentation by V. Sharma, CEO and G. Valente, Board Chair, London Hydro Inc., including the attached revised slide 5, BE RECEIVED;
- c) the 2021 Annual Report on Finance BE RECEIVED;
- d) the communication from London Hydro Inc. regarding the Election of Directors BE RECEIVED; and,

e) Class I Directors, Gabe Valente and Jack Smit, whose terms are expiring, BE APPOINTED to the Board of London Hydro Inc.

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

**Motion Passed (15 to 0)**

3.2 Not to be heard before 4:30 PM - Public Participation Meeting - 2023  
Growth Management Implementation Strategy (GMIS) Update

Moved by: A. Hopkins

Seconded by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2023 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated June 7, 2022 in Appendix 'B'; it being noted that:

- i. Stoney Creek SWM 7.1 will be rescheduled from 2023 to 2025;
- ii. Stoney Creek SWM 8 will be rescheduled from 2023 to 2025;
- iii. Stoney Creek SWM 10 will be rescheduled from 2025 to 2027;
- iv. \$1.5 million of the Kilally Road project will be rescheduled from 2030 to 2023;
- v. North Lambeth SWM P2 – North will be rescheduled from 2023 to 2025;
- vi. Thornicroft Drain Improvements will be rescheduled from 2026 to 2024; and,
- vii. project design work for North Lambeth SWM P2 – North, North Lambeth SWM P2 – South and Thornicroft Drain Improvements will commence in 2023;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

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

- M. Wallace, Executive Director, London Development Institute (LDI)

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

**Motion Passed (15 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: P. Van Meerbergen

Motion to open the public participation meeting.

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

**Motion Passed (15 to 0)**

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

Motion to close the public participation meeting.

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

**Motion Passed (15 to 0)**

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

That the Committee recess at this time for 15 minutes

**Motion Passed**

The Committee recesses at 6:37 PM and resumes at 6:55 PM.

#### **4. Items for Direction**

##### **4.1 London Community Recovery Network – Recovery Funding Business Cases**

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated June 7, 2022 with respect to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases, the following actions be taken:

a) LCRN Business Cases: A through D BE RECEIVED;

b) the following funding requests BE APPROVED:

i) Business Case #1: Propel: Moving Business Forward;

ii) Business Case #2: Recognition of Micro-Credentials Among Employers in the London Area;

iii) Business Case #3: Centre Stage Patio Grant; and,

iv) Business Case #4: Talent Attraction and Labour Force Growth for Sustainable Economic Recovery

c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above;

it being noted that Municipal Council authorized \$10 million to support social and economic recovery measures, and \$3.7 million was previously approved for LCRN ideas led by the City of London and partners, leaving \$6.3 million still available to be allocated;

it being further noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

a communication dated May 27, 2022 from B. Mejia, Executive Director, Argyle BIA;

a communication dated May 25, 2022 from D. Szpakowski, CEO and General Manager, Hyde Park Business Improvement Association;

a communication dated May 30, 2022 from J. Pastorius, Manager, Old East Village BIA;

a communication dated June 1, 2022 from B. Maly, Executive Director, Downtown London.

**Motion Passed**

Voting Record:

Moved by: M. Cassidy  
Seconded by: J. Fyfe-Millar

Motion to approve, excluding Business Case #4:

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated June 7, 2022 with respect to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases, the following actions be taken:

- a) LCRN Business Cases: A through D BE RECEIVED;
- b) the following funding requests BE APPROVED:
  - i) Business Case #1: Propel: Moving Business Forward;
  - ii) Business Case #2: Recognition of Micro-Credentials Among Employers in the London Area;
  - iii) Business Case #3: Centre Stage Patio Grant; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above;

it being noted that Municipal Council authorized \$10 million to support social and economic recovery measures, and \$3.7 million was previously approved for LCRN ideas led by the City of London and partners, leaving \$6.3 million still available to be allocated;

it being further noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- a communication dated May 27, 2022 from B. Mejia, Executive Director, Argyle BIA;
- a communication dated May 25, 2022 from D. Szpakowski, CEO and General Manager, Hyde Park Business Improvement Association;
- a communication dated May 30, 2022 from J. Pastorius, Manager, Old East Village BIA;
- a communication dated June 1, 2022 from B. Maly, Executive Director, Downtown London.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: M. Cassidy  
Seconded by: S. Lewis

Motion to approve Business Case #4:

iv) Business Case #4: Talent Attraction and Labour Force Growth for Sustainable Economic Recovery

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

Recuse: (1): M. Salih

**Motion Passed (14 to 0)**

4.2 Consideration of Appointment to Western University Board of Governors  
(Requires 2 Members)

Moved by: P. Van Meerbergen

Seconded by: S. Hillier

That the following BE APPOINTED to Western University Board of  
Governors for the term July 1, 2022 to June 30, 2026:

Lori Higgs

Marlene McGrath

it being noted that the Strategic Priorities and Policy Committee received a  
communication dated June 3, 2022 from R. Konrad, Chair and K.  
Gibbons, Vice-Chair, Board of Governors, Western University with respect  
to this matter.

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

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

**Motion Passed (13 to 0)**

**5. Deferred Matters/Additional Business**

5.1 (ADDED) Recruitment for the London and Middlesex Community Housing

Moved by: M. Hamou

Seconded by: S. Lewis

That the application process BE RE-ADVERTISED to allow for additional  
outreach for applicants for the 2 vacant positions for the Board of Directors  
for the London and Middlesex Community Housing; it being noted that the  
Strategic Priorities and Policy Committee received a communication dated  
May 30, 2022 from P. Chisholm, Chief Executive Officer, London &  
Middlesex Community Housing with respect to this matter.

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

**Motion Passed (15 to 0)**

**6. Adjournment**

Moved by: A. Hopkins

Seconded by: M. Cassidy

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 8:10 PM.

# Strong Balance Sheet: Well-timed Debt Arrangements

- \$200M total debt
  - \$75M with TD Bank maturing June 30, 2032 at a fixed rate of 1.53% + 0.44% stamping fee for an all-in rate of 1.97%
  - \$40M with RBC maturing June 30, 2022 at a fixed rate of 2.7% + 0.28% stamping fee for an all-in rate of 2.98%
  - \$85M with RBC maturing June 30, 2022 at a fixed rate of 2.46% + 0.36% stamping fee for an all-in rate of 2.83%
  
- A future contract has been signed with TD for \$125M commencing on June 30, 2022 with a maturity date of June 30, 2032 at a fixed rate of 1.69% + 0.44% stamping fee for an all-in rate of 2.13%

# Corporate Services Committee

## Report

9th Meeting of the Corporate Services Committee  
May 30, 2022

**PRESENT:** Councillors S. Lewis (Chair), M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, Mayor E. Holder

**ALSO PRESENT:** S. Corman, K. Van Lammeren, B. Westlake-Power

Remote Attendance: Councillors S. Hillier, E. Peloza; L. Livingstone, A. Anderson, A. Barbon, I. Collins, M. Daley, J. Dann, J. Davison, M. McErlain, M. Schulthess, B. Warner.

The meeting is called to order at 12:01 PM; it being noted that Mayor E. Holder and Councillor M. Cassidy were in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: J. Fyfe-Millar  
Seconded by: M. Hamou

That Consent Items BE APPROVED.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

**Motion Passed (6 to 0)**

#### 2.1 Corporate Mileage Rate Change

Moved by: J. Fyfe-Millar  
Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Finance Supports, the corporate mileage rate BE APPROVED at fifty-nine cents per kilometre from fifty cents per kilometre effective July 1, 2022.

**Motion Passed**

#### 2.2 2021 Annual Update on Budweiser Gardens

Moved by: J. Fyfe-Millar  
Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2021 Annual Report on Budweiser Gardens as appended to the staff report dated May 30, 2022, BE RECEIVED for information.

**Motion Passed**

2.3 Standing Committee Meetings and Annual Meeting Calendar

Moved by: J. Fyfe-Millar  
Seconded by: M. Hamou

That, on the recommendation of the City Clerk, the annual meeting calendar for the period January 1, 2023 to December 31, 2023 as appended to the staff report dated May 30, 2022 as Appendix "A", BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation.

**Motion Passed**

2.4 Issuance of Technology Equipment to Council Members

Moved by: J. Fyfe-Millar  
Seconded by: M. Hamou

That, on the recommendation of the City Clerk and with the concurrence of the Director, Information Technology Services, the proposed by-law as appended to the staff report dated May 30, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 14, 2022 to amend By-law No. CPOL.-68-300 being "Issuance of Technology Equipment to Council Members", as amended, by deleting Schedule "A" in its entirety, and replacing it with the attached new Schedule "A".

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 Consideration of Appointment to the Ecological Community Advisory Committee (Requires up to 2 Members)

Moved by: M. Hamou  
Seconded by: J. Fyfe-Millar

That the following BE APPOINTED as Voting Members to the Ecological Community Advisory Committee for the term ending on or before February 2024:

Patricia Almost

Girsh Sankar

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

**Motion Passed (6 to 0)**

Voting Record:

**Election**

Appointment to the Ecological Community Advisory Committee

**Patricia Almost (41.67 %):**M. Cassidy, J. Morgan, S. Lewis, J. Fyfe-Millar, M. Hamou

**Eric Dusenge (25.00 %):**E. Holder, J. Fyfe-Millar, M. Hamou  
**Girish Sankar (33.33 %):**M. Cassidy, J. Morgan, S. Lewis, E. Holder  
**(0):** None

**Majority Winner: Patricia Almost; Girish Sankar**

Moved by: M. Cassidy  
Seconded by: M. Hamou

THAT notwithstanding the Terms of Reference for the Ecological Community Advisory Committee, Patricia Almost, Eric Dusenge, and Girish Sankar BE APPOINTED to the Ecological Community Advisory Committee.

Yeas: (2): M. Cassidy, and M. Hamou

Nays: (4): S. Lewis, J. Morgan, J. Fyfe-Millar, and E. Holder

**Motion Failed (2 to 4)**

**5. Deferred Matters/Additional Business**

5.1 (ADDED) Application - Issuance of Proclamation - Never Give Up Day - Resubmitting

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

That the application for the Issuance of Proclamation "Never Give Up Day" BE RECEIVED and NO ACTION be taken.

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

**Motion Passed (6 to 0)**

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

Moved by: J. Fyfe-Millar  
Seconded by: J. Morgan

That the Corporate Services Committee convenes in Closed Session to consider the following:

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

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

Yeas: (6): S. Lewis, M. Cassidy, J. Morgan, M. Hamou, J. Fyfe-Millar, and E. Holder

**Motion Passed (6 to 0)**

The Corporate Services Committee convenes in Closed Session from 12:39 PM to 12:43 PM.

**7. Adjournment**

Moved by: M. Cassidy

Seconded by: J. Fyfe-Millar

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 12:45 PM.

Dear Colleagues,

We are requesting your support to remove Trooper Mark Wilson's name from all City of London amenities, including a park in northwest London and a street in the area of Hale and Trafalgar, and to remove all related references from the City's website.

Earlier this week, it was revealed he pleaded guilty at a court martial in 2004 to assaulting a woman at a base in Quebec.

As you know, this Council made a commitment to creating a safe London for women and girls, which made London the first city in all of Canada to make this a strategic priority.

We have an obligation, morally and otherwise, to honour that commitment at all times, and as such we are requesting your support for the following:

1. STAFF be DIRECTED to identify all instances where Trooper Mark Wilson's name has been used on City amenities, including the park at 2070 Wallingford Avenue and the commemoration in the area of Hale and Trafalgar, and to begin removing his name in every instance.
2. STAFF be DIRECTED to subsequently begin the process of renaming these locations, including consultation with residents and community members in all affected areas.

Sincerely,



---

Ed Holder, Mayor



---

Elizabeth Pelozo, Ward 12 Councillor



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Josh Morgan, Deputy Mayor



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Shawn Lewis, Ward 2

Bill No. 231  
2022

By-law No. A.- \_\_\_\_\_ - \_\_\_\_

A by-law to confirm the proceedings of the  
Council Meeting held on the 14<sup>th</sup> day of June,  
2022.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

Bill No. 232  
2022

By-law No. A.-7948( )-\_\_\_

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:

“3. 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 June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

Bill No. 233  
2022

By-law No. A.-7958( )-\_\_\_

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:

"3. 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 June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

Bill No. 234  
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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

## 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), menuboard 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	N65Y 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
<b>CSD / NCB</b>			
591ml 24L CSD	\$25.00	\$3.00	\$22.00
591ml 24L Lipton Brisk	\$25.00	\$3.00	\$22.00
<b>Juice / Tea</b>			
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
<b>Water</b>			
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
<b>AMP / Gatorade / Rockstar / SOBE / Starbucks</b>			
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
<b>Fountain</b>			
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
<b>Cups / Lids</b>			
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 (1<sup>st</sup>) 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.

Bill No. 235  
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 on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

## 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.



**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
28	Beethoven	Ludwig van	Symphony No.3	Breitkopf and Härtel

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
61	Bucalossi	Ernest	The Grasshopper's Dance	Boosey & Hawkes
62	Cailliet	Lucien	Var. on Pop! Goes the Weasel	elkan-Vogel

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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 Ruslan 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)
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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.
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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)
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)

<b>Item Number</b>	<b>Composer (Last Name)</b>	<b>Composer (First Name)</b>	<b>Work Title</b>	<b>Publisher</b>
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.	Fruhlingstimmen 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
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)

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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
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

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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	
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

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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)
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

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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
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 (Gypsie 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

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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
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

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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 Geschopfe des Prometheus	Edwin Kalmus
401	Friml	Rudolf	Rose Marie: Selection	Harms Inc.
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

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421	Mozart	W.A.	Clarinet Concerto in A	Breitkopf and 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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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 Deutches 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
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

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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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
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

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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
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

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640	Leontovich	M	Carol of the Bells	Carl Fisher
641	Shostakovich	Dmitri	Festival Overture	Edwin Kalmus
642	Jackson arr.		Happy Birthday	None
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
672	Weber	C.M. von	Bassoon Concerto in F-	Edwin Kalmus
673	Lederman arr.	A	Rick Avery and Judy Greenhill Music	None
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

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703	Sullivan	Arthur	The Gondoliers: When a Merry Maiden Marries	Luck's
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 Udgivelse 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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
731	Elgar	Edward	Pomp and Circumstance March No.4 in G	Edwin Kalmus
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.	Rinaldo 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

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763	Webber		Selection from Phantom of the Opera	Hal Leonard
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
813	Schubert	Franz	March Militare No.1	Musikverlag Ludwig Krenn

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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
861	Bach	J.S.	Orchestra Suite No.2 in B-	Edwin Kalmus

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
892	Bizet	Georges	Carmen: Scene and Habanera "L'amour est un Oiseau Rebella"	Edwin Kalmus

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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
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

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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
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

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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
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)	Schirmir
978	Prokofiev	Serge	Sinfonietta	Edwin Kalmus

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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 Odyssy	None
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

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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.
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

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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
1072	Handel	G.F.	Concerto grooso 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

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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
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	Pfitzner	Hans	Das Christ-Elflein (The Christmas Elf)	Luck's

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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
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

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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	Wiren	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
1159	Mozart	W.A.	Ave Verum Corpus	Edwin Kalmus
1160	Haydn	F.J.	Serenade	Boosey & 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

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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 Wolfenbittel
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
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 (Fur 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

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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
113	Haydn	F.J.	Piano Concerto in D (Harpsichord)	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

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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
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

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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 Unwritten 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
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

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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
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

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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
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

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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
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

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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
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

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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
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)	

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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
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

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C-11	Handel	G.F.	Coronation Anthem No.3: My Heart is Inditing	Novello
C-12	Brahms	Johannes	Ein Deutches 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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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"	
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	

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
1257	Manfredini		Concerto con une 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 Dreaan Pantomime from Hansel and Gretal	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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
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
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

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1313	Tchaikovsky		Nutcracker Suite	
MX-253	Gershwin	George	An American in Paris (Sc)	Classical Collection Inc
Mx-254	Daniel	Omar	Forest City Prelude (Sc)	
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	

Item Number	Composer (Last Name)	Composer (First Name)	Work Title	Publisher
1338	Handel	G.F.	Ariodante "Scherza Infida"	
1339	Handel	G.F.	Ricardo "overture"	
1340	Handel	G.F.	Ariodante Suite Overture	
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:

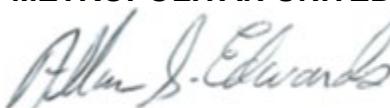
Executive Director  
cc: Chair, Board of Directors; Treasurer  
London Symphonia  
795 Dundas Street East  
London, Ontario N5W 2Z6

**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 Voth, 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.

#### **1.1 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

#### 1.2 Room Rates

Area	Hourly Rate <sup>1</sup>	Minimum Period	Additional Time <sup>2</sup>
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

#### 1.3 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

#### 1.4 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

<b>1.5 CONTRIBUTION</b>	<b>SPACE</b>	<b>MONTHLY</b>
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:

$$\begin{aligned}
 &2021 \text{ Subset replacement value} = 2021 \text{ Total replacement value} \frac{2013 \text{ Subset}}{2013 \text{ Total replacement value}} \\
 &\$16,073.29 = 2021 \text{ Total replacement value} \frac{\$16,110.00}{\$253,452.05} \\
 &2021 \text{ Total replacement value} = (\$16,073.29 \times \$253,452.05) \div \$16,110.00 \\
 &\mathbf{2021 \text{ Total replacement value} = \$252,874.51}
 \end{aligned}$$

### Analysis:

The difference between the 2013 total valuation and this 2021 valuation is minimal: a decrease of \$577.54 (0.23% of the value of the 2013 valuation), or \$0.35 per item. However, my analysis of the 101 individual prices reveals a much broader fluctuation of prices that merits an explanation. Several factors can affect the cost of a music score and its parts. First, there are the usual market pressures that push prices up or down, including costs of materials, demand for a certain work counterbalanced by its availability, and – right now – the COVID-19 pandemic. Second, the varying exchange rate can cause the range of prices to stretch when converted to Canadian dollars from the Euro or the US dollar. Third, because music scores can appear in so many editions that are periodically reissued, materials once available from an inexpensive reprint service, such as Luck's Music Library, may suddenly only be available from a more expensive publishing house or, in fact, be withdrawn from the market entirely. Fourth, different methodologies in these valuation exercises can affect the price recorded for certain works. As I wrote earlier, I chose to "comparison shop," visiting more than one possible vendor for each score to determine the best price in today's market. Furthermore, my choice to include the cost of 40 choral scores in the replacement value of each work with choir in my representative set certainly increased my estimate. Finally, there is the possibility of human error. I cannot speak to the work done in the 2013 valuation. I have attempted to be thorough and meticulous and to document and justify my findings reported here.

The example of Ottorino Respighi's *Lauda per la nativita del Signore*, the work in my representative set with the greatest percent increase in value between 2013 and 2021, illustrates several of the preceding points. I do not know whether the score and all the

accompanying parts required for performance were available from the Canadian distributor Counterpoint Music Services in 2013; in 2021, however, they are not. Counterpoint now only offers the score and wind set and directs the purchaser to the work's publisher, stating "The choral parts are still in print from the original publisher. We don't sell or rent them." (See <https://cpmusiclibrary.ca/?s=respighi+lauda>.) The publisher, Carus Verlag, sells all performance materials, offering the score and wind parts for less than Counterpoint and a rebated price on a bulk purchase of 40 choral scores. (See <https://www.carus-verlag.com/en/music-scores-and-recordings/ottorino-respighi-lauda-per-la-nativita-del-signore.html>.) Nevertheless, the total price for these materials is €386.35 (\$604.20 CDN when converted in late August 2021), much more than the 2013 valuation of \$75.00.

Moving back out to the overall picture, after completing my initial analysis, I still wondered if I could justify a slight decrease in the 2021 valuation of the Orchestra London Music Collection as compared to the 2013 calculation, especially given the 15.60% change in the price of goods over the past 8 years stated by the Bank of Canada. Fortunately, my findings are backed by a recent article published in *Notes: The Quarterly Journal of the Music Library Association*. In the small market of printed music, prices do indeed appear to have decreased. In 2019, music librarian Paul Cary investigated recent price trends for both monographs about music and scores.<sup>1</sup> Two tables from this article (found on pages 242 and 243) are particularly relevant to this valuation exercise. The first charts the mean price of all music scores advertised in the journal *Notes* between 2012 and 2018; the second focuses on scores of large instrumental works (such as those found in the Orchestra London Music Collection) over the same period. According to Cary's calculations, the mean price of scores actually fell between 2013 and 2018. The first chart illustrates that, across all genres, the drop was minimal (an average of \$0.27 US or 0.45%), but the second chart reveals the price drop in the category of large instrumental works was more significant: \$9.56, or nearly 17% of the 2013 mean price of \$56.93 US.

Application of Cary's findings to the price differences in this current valuation exercise is problematic since the materials under examination are not exactly the same. Cary's article focuses on scores *only* while Orchestra London's collection includes scores, parts, and choral scores. Nevertheless, Cary's analysis reveals a general trend in the price of printed music that is borne out in my work here. Although the prices of the individual editions I checked may vary greatly, in general the fluctuations balance out to produce a slight decrease of 0.23% overall. I therefore submit an estimate of the 2021 replacement value for the Orchestra London Music Collection of \$252,874.51.

Respectfully submitted,  
Brian McMillan Director, Music Library University of Western Ontario [bmcmill2@uwo.ca](mailto:bmcmill2@uwo.ca)  
September 13, 2021

Bill No. 236  
2022

By-law No. A.- \_\_\_\_ - \_\_\_\_

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 June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

First reading - June 14, 2022  
Second reading - June 14, 2022  
Third Reading - June 14, 2022

Bill No. 237  
2022

By-law No. A.-\_\_\_\_\_-\_\_\_\_\_

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

Michael Schulthess  
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)						
	<b>Total</b>						

**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)						
<b>TOTAL</b>						

**Notes:**

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.

2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC or Alternate Weighted Average Rent</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(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)						
	<b>Total</b>						

**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)							
<b>TOTAL</b>							

### D. Depth of Affordability: Rents during year of reporting

Unit Type	Unit Size	Number of Units (A)	Actual Rent to be charged per month (B)	CMHC Average Market Rent (AMR – 20XX) or Alternate AMR (C)	Actual Project Rents by Unit Type (D)=(A)X(B)	Project Rents as per CMHC AMR or Alternate AMR (E)=(A)X(C)
Bachelor						
1 BR						
2 BR						
3 BR						
Others (specify)						
<b>TOTAL</b>						

#### Notes:

1. Actual Rent is inclusive of Rent Supplements received by the Proponent.
2. Alternate AMR examples include: modified Ontario Works Shelter Allowance; Ministry-approved alternate.

<b>Weighted Average Rents</b>	<b>Project Weighted Average Rent</b> Total of (D)÷Total of (A) =	<b>CMHC or Alternate Weighted Average Rent</b> Total of (E)÷Total of (A) =
<b>Depth of Affordability</b>	(Project Weighted Average Rent ÷ CMHC (or Alternate) Weighted Average Rent) x100 =	

**Not  
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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**

Bill No. 238  
2022

By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act* provides that a resolution in writing dealing with all matters required by this Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London Hydro Inc.;

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

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

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

1. The Annual Resolutions of the Shareholder of London Hydro Inc. for the fiscal year ended December 31, 2021, attached as Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 14th day of June 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

## SCHEDULE "1"

### LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

#### **FINANCIAL STATEMENTS**

It is hereby acknowledged that the balance sheet of the Corporation as at December 31, 2021, and the other audited financial statements, together with Auditors' Report, of the Corporation for the financial year ended on such date have been received by the undersigned shareholder of the Corporation.

#### **ELECTION OF DIRECTORS**

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the first class expire at the annual meeting of shareholders held in 2022 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<b><u>Class</u></b>	<b><u>Name of Director</u></b>	<b><u>Term</u></b>
First		the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
First		the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024

#### **CONFIRMATION OF CONTINUING TERMS**

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close

of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Second	Connie Graham	the close of the annual meeting of shareholders to be held in 2023 for the financial year ending December 31, 2022
Second	Guy Holburn	The close of the annual meeting of the shareholders to be held in 2023 for the financial year ending December 31, 2022
Third	Andrew Hrymak	The close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Third	Tania Goodine	The close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Fourth	Michael van Holst	the term ending November 14, 2022

### **APPOINTMENT OF AUDITORS**

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

#### **The Corporation of the City of London**

By: \_\_\_\_\_  
 Name: Ed Holder  
 Title: Mayor

By: \_\_\_\_\_  
 Name: Michael Schulthess  
 Title: City Clerk

Bill No. 239  
2022

By-law No. A-54-22\_\_\_\_\_

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:

1. 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

2. 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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

Bill No. 240  
2022

By-law No. C.P.-1512( )-\_\_\_

A by-law to amend the Official Plan for the City of London, 2016 relating to The London Psychiatric Hospital Secondary Plan.

WHEREAS Old Oak Properties have applied to redesignate an area of land located at 850 Highbury Avenue North within the London Psychiatric Hospital Secondary Plan area as set out below;

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

1. Amendment No. \_\_\_ to the Official Plan for the City of London, 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the Planning Act, R.S.O. 1990, c.P.13.

PASSED in Open Council on June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

**AMENDMENT NO.  
to the  
OFFICIAL PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is:

To delete and replace the London Psychiatric Hospital Secondary Plan to bring it into alignment with the vision of a Transit Village under The London Plan.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands known municipally as 850 Highbury Avenue North, generally bounded by the Highbury Avenue North to the west, Oxford Street East to the north, a CP spur line to the east, and the CP principal line to the south. This amendment also includes housekeeping updates to the entire London Psychiatric Hospital Secondary Plan which impact the lands known municipally as 840 & 850 Highbury Avenue North, and 1340 & 1414 Dundas Street.

**C. BASIS OF THE AMENDMENT**

Old Oak Properties has applied for an amendment to London Psychiatric Hospital Secondary Plan regarding an area of land located at 850 Highbury Avenue North. These lands form the majority of land within the London Psychiatric Hospital Secondary Plan area.

In addition, a housekeeping amendment is proposed facilitate the transition to The London Plan and refine wording, formatting and mapping in the London Psychiatric Hospital Secondary Plan.

The London Plan identifies four Transit Villages, which are intended to be exceptionally designed, high density, mixed-use urban neighbourhoods connected by transit to the Downtown and to each other. The lands are identified as one of the Transit Villages in The London Plan, referred to as the “London Psychiatric Hospital Transit Village”. It is anticipated that the area will undergo redevelopment through infill and intensification over time to realize the vision of the Transit Village Place Type.

The Secondary Plan provides a greater level of detail and more specific guidance for the London Psychiatric Hospital Transit Village than the general policies of the Official Plan. The Secondary Plan establishes a vision, principles and policies for the future development of a Transit Village that is unique to the community surrounding the former London Psychiatric Hospital. The Secondary Plan encourages a compact development form with a broad range of uses that are integrated with transit, conserving heritage buildings and landscapes, while planning for new parks, and connections to ensure a balanced community.

The Secondary Plan will be used in the consideration of all applications including Official Plan amendments, zoning by-law amendments, site plans, consents, minor variances, and condominiums within the Planning Area.

**D. THE AMENDMENT**

The Official Plan of the City of London, 2016 is hereby amended as follows:

London Psychiatric Hospital Secondary Plan, 2011, is deleted in its entirety, and The London Psychiatric Hospital Secondary Plan, attached as Schedule 1, is adopted.

## Schedule "1"

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## 1.0 Introduction

The London Psychiatric Hospital (LPH) Secondary Plan is applied to the Transit Village Place Type on the east side of Highbury Avenue North between Oxford Street East and Dundas Street and is generally bounded on the east side by a CNR spur line and comprises approximately 77 hectares (180 acres) of land. The majority of the lands were under public ownership and used as a mental health facility since the 1870's. The majority of the lands were owned, at the time of the adoption of this Secondary Plan, by the Government of Ontario with the remainder owned by the Government of Canada, the Salvation Army, the Diocese of London and a private landowner.

### 1.1 Purpose and Use

The purpose of the Secondary Plan is to establish a vision, principles and policies for the evolution of the former Provincial mental health facility property and adjacent lands to a vibrant residential community which incorporates elements of sustainability, mixed use development, heritage conservation, rapid transit support, walkability and high quality urban design. This Secondary Plan provides a greater level of detail than the general policies in *The London Plan*. The Secondary Plan serves as a basis for the review of planning and development applications and constitutes *London Plan* policy which will be used in conjunction with the other policies of *The London Plan*.

The goals, objectives, policies and maps of *The London Plan* shall apply to all lands within the study area, except in instances where more detailed or alternative direction is provided in the Secondary Plan, in which case the Secondary Plan shall prevail.

The text and schedules of the London Psychiatric Hospital Secondary Plan constitutes part of *The London Plan*. The Schedules form part of the Secondary Plan and have policy status whereas other maps, graphs, tables, illustrations and photographs included in this Secondary Plan are provided for graphic reference, illustration and information.

### Vision

The redevelopment of the London Psychiatric Hospital Lands shall reflect the historic significance of the lands to create an urban village with a strong focus on rapid transit and pedestrians enhanced by ample public green spaces that link places to live, work and play. The community will embrace sustainable development principles that place priority on multi-modal transportation choices integrated with a diverse range of land uses, lifestyle and cultural opportunities.

### 1.2 Principles of the Secondary Plan

The preparation of this Secondary Plan has been guided by a series of principles that are described below. Any amendments to this Secondary Plan shall be consistent with these principles.

#### i) Principle 1: Retention of Cultural Heritage

Conserve the identified cultural and built heritage resources of the area and ensure their long-term sustainable management.

#### Objectives to achieve this principle are:

- a) Celebrate the area's built and cultural heritage.

- b) Create a distinct urban community that builds upon the heritage significance of the property.
- c) Create a strong sense of place that relates to the heritage character of the property.
- d) Conserve heritage designated buildings and landscapes.
- e) Ensure the long-term sustainable management of trees and vegetation within the cultural heritage landscape.
- f) Encourage sustainable re-use of heritage buildings.

**ii) Principle 2: Creation of a Distinct Community**

Create inclusive and diverse residential neighbourhoods which have a mix of uses and a high level of urban design.

**Objectives to achieve this principle are:**

- a) Provide for a range of land uses including residential, open space, public uses, local commercial uses, office uses, and mixed use buildings.
- b) Foster a sense of community interaction by connecting neighbourhoods with public uses and the open space system.
- c) Provide for the extension of necessary public services and facilities to support the community.
- d) Enhance recreational opportunities throughout the neighbourhoods.
- e) Identify opportunities for places and activities that foster community identity.
- f) Ensure the Treed Allée remains a focal point for the Community.
- g) Enhance the public realm, including streetscapes, public spaces and infrastructure.
- h) Integrate the new community with surrounding neighbourhoods.
- i) Focus the design of roads and future development around significant built features.
- j) Ensure the design of roads and buildings is appropriately scaled to and in character with significant built features.
- k) Design the community street pattern to create or enhance view corridors and vistas of public spaces and significant built features.

**iii) Principle 3: Providing for a Range of Housing Choices**

Provide for a mix of housing types and designs.

**Objectives to achieve this principle are:**

- a) Provide for a range and mix of housing types in order to achieve a balanced residential community.
- b) Encourage housing developments and designs that achieve compact residential development.
- c) Achieve an urban form which makes effective use of land, services, community facilities and related infrastructure.
- d) Ensure that the community caters to the needs of all ages, stages of life and income groups.
- e) Provide opportunities for live-work opportunities to reduce the need for commuting and improve community safety.

- f) Provide housing opportunities to accommodate people with special needs, students and seniors.
- g) Provide affordable housing opportunities.

**iv) Principle 4: Environmental Sustainability**

Achieve high standards of environmental sustainability.

**Objectives to achieve this principle are:**

- a) Seek out opportunities for sustainability.
- b) Integrate the Community into the greater city through rapid/public transit and walking/biking trails to reduce the need to use private vehicles.
- c) Create an interconnected open space system.
- d) Enhance livable neighbourhood ideals using public green spaces as a significant design feature and by fostering walkable neighbourhoods.
- e) Minimize the production of greenhouse gases through sustainable building and site design.
- f) Encourage the planting of vegetation to improve air quality.
- g) Encourage community wide recycling.
- h) Protect species at risk and rare species.

**v) Principle 5: Transportation System**

Access to rapid transit will be a defining characteristic of the Community. Walking and bicycling should be the primary means of transportation within the community, while providing for broader connections to the City-wide transportation network.

**Objectives to achieve this principle are:**

- a) provide convenient access to transit stations, with the highest intensity uses located along the transit corridors.
- b) Provide a traditional grid street network to encourage walkability within the community.
- c) Give priority to pedestrian movement.
- d) Establish a high degree of connectivity within the Community and between existing and new neighbourhoods.

**vi) Principle 6: Financial Viability/Sustainable Development**

The Community shall be developed in logical phases to be efficient and financially responsible.

**Objectives to achieve this principle are:**

- a) Extend infrastructure in a logical and cost-effective manner.
- b) Establish key heritage and community features through the earliest phases of development.
- c) Ensure a Stewardship Plan is in place to identify how the Provincially significant features are to be maintained and identify suitable sources of funding.

## 2.0 Community Structure Plan

The Community Structure Plan is illustrated in Schedule 1 of this Plan and sets out the overall structural elements for the LPH Secondary Plan area. The elements identified in this section of the Plan are intended to assist with implementing the vision for the built form, public realm and neighbourhood street pattern. Development proposed through planning applications for the LPH lands shall implement the following community structure objectives:

- i) The designated heritage buildings, the Treed Allée and the cultural heritage landscape and its significant features shall be conserved;
- ii) Development patterns shall generally reflect an urban grid street network with a high level of connectivity. The central north-south axis shall serve as a key organizing element;
- iii) The Treed Allée shall be closed to vehicular traffic and used as public open space;
- iv) A landscaped pedestrian corridor shall be provided between the Allée and the Infirmary building;
- v) Each heritage building shall be provided with its own landscaped setting. A larger setting shall be established around the Horse Stable to provide agricultural context and maintain open views of the building;
- vi) Remnants of the historic circulation pattern, including the traffic circle and portions of the ring road, shall be integrated with the new street networks. Where possible, the existing mature trees that flank these roads shall be retained;
- vii) Five primary gateways to the lands shall be created, located centrally along each of Oxford Street East, Highbury Avenue North and Dundas Street. The Dundas Street gateway will be pedestrian only and should help anchor the Treed Allée. The central Oxford Street East gateway will be pedestrian only and will maintain the vista into the heart of the Community. Access to transit stations should be coordinated with adjacent gateways where possible;
- viii) Street connections shall be provided to Howland Avenue, Rushland Avenue and Spanner Street in the neighbourhood to the east so that new roads may extend east-west through the lands;
- ix) Pedestrian and cycling routes shall link the central node to rapid transit stations and parkland;
- x) A central mixed-use activity node and commercial core will be located around the centre of the lands, incorporating the existing heritage buildings;
- xi) The intersections of Highbury Avenue North with Oxford Street East and Dundas Street shall be developed as intensive, transit-oriented mixed-use nodes; and,
- xii) Development shall generally be most intensive along Oxford Street East, Dundas Street and Highbury Avenue North. Development heights and densities shall respond appropriately within proximity to lower scale land uses

### 2.1 Cultural Heritage Landscape

Schedule 7 of this Secondary Plan identifies the cultural heritage landscape. This landscape has played an important role in the preparation of this plan and will be conserved through the development of the LPH Secondary Plan. Originally known as the London Asylum, the 19<sup>th</sup> Century London Psychiatric Hospital complex may be one of the most significant sites in the history of mental health in Canada. Part of this significance derives from its association with Dr. Richard Bucke (superintendent, 1877-1902), who championed 'moral treatment' in the care of mental health patients.

Based on the approved Strategic Conservation Plan prepared in support of this Secondary Plan more intensive development shall be directed to property around the perimeter of the lands, particularly along Highbury Avenue North and Oxford Street East, with a shallower landscaped “bowl” in the middle of the lands. Within this central area, the Infirmary Building, the Chapel, and the entrance avenue retain their heritage character and rich landscape setting. The access and circulation routes shall build on the historic road patterns which will also maximize opportunities for the retention of mature trees.

Development proposed through planning applications for the London Psychiatric Hospital Secondary Plan area will need not only to conserve the significant heritage buildings, but also the unique cultural heritage landscape. Maintaining the integrity of the significant cultural heritage landscape will be a priority in the review of land use planning applications. The therapeutic landscape setting and its physical and visual relationships to historic buildings must be conserved to allow for meaningful interpretation of the cultural heritage resources.

Other landscape features to be considered in the review of all planning applications include:

- i) The large traffic circle, with its landscaped island, located at the terminus of the Treed Allée;
- ii) Remnants of the historic ring road circulation pattern which encircled the original hospital complex, between the Allée and the Infirmary building;
- iii) The westerly access to the lands which extends inward from Highbury Avenue North, connecting the internal circular patterns and the external grid;
- iv) The row of mature trees which line the southern edge of the central ring road;
- v) The lesser Allée which extends northward from the rear of the Infirmary building, continuing the central north-south axis as an ordering element for the lands; and
- vi) Mature specimen trees which line historic circulation routes and frame the “pleasure grounds”.

## 2.2 Heritage Landmarks

The majority of the London Psychiatric Hospital lands have been recognized as a cultural heritage landscape of Provincial significance. Further, several features on the lands, including the Central Treed Allée, the Infirmary Building, the Recreation Hall, the Chapel of Hope, and the Horse Stable, are all designated by the City of London under Part IV of the *Ontario Heritage Act*. These cultural heritage resources shall be conserved. Specific policies relating to development within and adjacent to the cultural heritage landscape and its associated significant features are outlined throughout this Secondary Plan. Significant cultural heritage resources to be conserved within the landscape include:

**Central Treed Allée:** an entry avenue consisting of two one-way roads and a wide median containing a pedestrian walk is lined with several parallel rows of trees. While originally planted with elms, the Allée today consists of a variety of tree species, both coniferous and deciduous. The Allée forms a magnificent vista north from Dundas Street into the lands and terminating at the Infirmary building.

**Infirmary Building (1902):** this symmetrical, three storey Victorian yellow brick building is aligned on axis with the entrance avenue. A central surgical block, complete with a rare surviving operating room, is connected by two passageways to east and west patient wings. Large skylights provided light for the surgical suite on the third floor. Each patient wing features large sun rooms along the side building flankages.

**Chapel of Hope (1884):** built by patients as an interdenominational chapel, it is one of the only free-standing chapel buildings within a psychiatric hospital site in Ontario. The chapel is a one-and-a-half storey brick structure with a gable roof, built in the Gothic Revival style.

**Horse Stable (1894):** built of buff-coloured brick with a slate roof, the Horse Stable is the last of three original agricultural buildings. While the building was functional, the picturesque effect produced by its classical proportions and ventilation cupolas also make it a handsome landmark building. The stable is a meaningful symbol of the hospital's significant agricultural past, recalling the importance of farm work to patient therapy and community self-sufficiency.

**Recreation Hall (1920):** this two-storey brown brick building was used to host recreational activities for patients, including a basement swimming pool (now filled in) and a stage with a balcony. The auditorium space features large tall windows on each side, and a double door centre entrance which faces north.

Schedule 7 of this Plan identifies the heritage features designated under the *Ontario Heritage Act*.

### 2.3 Edges and Interfaces

A Civic Boulevard (Dundas Street) and Rapid Transit Boulevards (Oxford Street East and Highbury Avenue North) clearly define the community's edges on three sides, to the north, south and west. New development should build upon and integrate established patterns found in the abutting neighbourhood to the east. This adjacent neighbourhood should transition into the study area and function as an extension of the new community. An industrial cluster is also located immediately to the east, separated from the community by a rail spur. There may be opportunities to integrate these lands to provide direct access to employment lands and ensure the neighbourhoods are connected if they transition from industrial to residential uses over time. Necessary connections to allow for this potential shall be protected.

### 2.4 Nodes and Corridors

A central node will be located in the area between the terminus of the Allée, the Infirmary building, and Highbury Avenue North. This node will function as the centrepiece of the community and should accommodate a range of uses including convenience commercial establishments that cater to the daily needs of residents or serve as community gathering places. The central node will be pedestrian-oriented and include public amenity space.

Two mixed-use nodes are to be established around the intersections of Highbury Avenue North with Oxford Street and to the north, and Dundas Street to the south. Both of these nodes should continue to serve as major transit hubs, and shall be pedestrian-oriented with increased densities to support this role. The adjacent corridors along Highbury Avenue North and Oxford Street East shall also be developed as mixed use, pedestrian oriented, with increased densities to support these nodes.

### 2.5 Linkages and Transportation System

The overall transportation system of a community is an integral component in creating a strong sense of place. This type of system is known as a place-based transportation system, which promotes connectivity through the community and to the larger city. It also promotes opportunities for healthy movement to various activities with a priority on providing a high quality pedestrian experience.

Pedestrian, cycling and vehicular access will be provided through new streets extending from both Highbury Avenue North and Oxford Street East. New streets will extend east-west throughout the lands supporting an urban street grid pattern. Specifically, Howland Avenue, Rushland Avenue and Spanner Street are to be connected and extended through the lands.

Two possible future street connections to the east, between Rushland Avenue and Spanner Street are also illustrated, to recognize that the industrial cluster may evolve over time and that long-term connection opportunities should be identified and planned for.

The existing Treed Allée driveways will be closed to vehicular traffic and serve only as pedestrian corridors. Other elements of the historic circulation pattern such as the traffic circle and portions of the ring road will be integrated with new street networks. Retaining elements of this historic pattern will reinforce the significance of the central node.

These routes focus on moving people between the central node and transit hubs. The Allée/linear park will serve as the backbone of this circulation system and will provide a pedestrian/cycling connection across the Canadian Pacific Rail line. This central pedestrian spine will extend through the centre of the lands, from Dundas Street to Oxford Street East. Secondary routes will extend to the northeast and northwest from the central node, towards the Fanshawe College and the Oxford/Highbury transit nodes respectively. A pedestrian/cycling corridor is also shown along the Canadian Pacific Rail line which will contribute to establishing an east-west connection between the area's park systems, including Kiwanis Park to the south and McCormick/Carling Heights parks to the west.

Transit service is expected to significantly improve with the planned rapid transit along the two flanking Rapid Transit Boulevards. Three existing and planned transit nodes are illustrated on Schedule 1 of this Plan. Transit service, internal to the lands, is not anticipated as established bus routes already travel around the perimeter of the lands and are within comfortable walking distance to and from all parts of the Secondary Plan Area.

## **2.6 Building Height Plan and Table**

Development is envisioned to be of a generally high-rise form along the flanking Civic Boulevard and Rapid Transit Boulevards. Mid-rise forms are envisioned within and approaching the central node. Development patterns on the balance of the lands are expected to be predominantly low and/or mid-rise. More precise height ranges are identified in Schedule 4 and Table 1 of this Plan.

## **2.7 Urban Design Priorities**

Schedule 8 of this Plan shows urban design priorities. The Plan supports a well-connected urban street grid pattern, with a clearly defined neighbourhood centre. The intent is to create an urban village that reflects London's traditional urban development patterns, focusing on the lands' significant built heritage and cultural landscape features.

Historically, the psychiatric hospital campus was organized around a central north-south axis, extending up the Allée and through the symmetrical hospital buildings. This north-south axis shall remain a key organizing element for future road patterns.

### 3.0 Character Area Land Use Designations

The following character areas form land use designations unique to the LPH Secondary Plan as shown on Schedule 2. These areas have separate identified character elements, which are defined in the character area policies. The character areas and general policies of this Plan work together to form the overall structure of the Secondary Plan.

i) Village Core

The Village Core is to form the main street, mixed-use “heart” of the LPH community and is to be pedestrian-oriented.

ii) Transit Oriented Corridor Area

This area is to support the transit functions along the assigned corridors with intense mixed-use development. The character in this area is to be pedestrian-oriented.

iii) Residential Area

The Residential Area designation is applied to areas of this plan that will contain a variety of residential building types.

iv) Heritage Area

The Heritage Area designation applies to areas that contain heritage buildings and cultural heritage resources and will focus on protection and conservation of these resources.

v) Open Space Area

The Open Space Area is to provide for passive and active recreational opportunities within the community. These areas will also serve as a buffer for the industrial uses that exist to the east of the Secondary Plan area.

### 3.1 General

- i) The following uses are permitted anywhere within the plan area: community facilities such as community centres, schools and libraries; transit facilities, public and private parks, and private streets.
- ii) New single detached dwellings and semi-detached dwellings are not permitted except for limited areas within the Residential Area Designation as specified in Section 3.4.
- iii) New auto-oriented, restricted automotive uses and service stations are not permitted.
- iv) No more than 20,000m<sup>2</sup> of office space will be permitted in the plan area, and no more than 5,000m<sup>2</sup> of office space will be permitted in any individual building.

### 3.2 Framework of Heights

- i) It is useful to summarize the height that is permitted within each of the various designations of this plan, to provide a general understanding of how the Community Structure Plan will be implemented through the assignment and implementation of these designations. Table 1 provides this summary.
- ii) Zoning on individual sites may not allow for the full range of heights permitted within a designation. To provide flexibility, height limits have been described in building storeys rather than a precise metric measurement. For clarity, this is meant to convey the number of usable above-grade floors in a building. In some cases, minimum heights are to be measured by the lesser of storeys or metres. This alternative measure has been provided to allow for greater flexibility through implementation.

Table 1 – Summary of Minimum and Maximum Permitted Heights by Designation

Designation	Policy Area	Minimum Height (storeys or m)	Standard Maximum Height (storeys)	Upper Maximum Height (storeys)
Transit Oriented Corridor	1	3 storeys or 9m	15	22
	2A	3 storeys or 9m	8	12
	2B	3 storeys or 9m	12	16
Village Core	n/a	2 storeys or 8m	4	-
Residential Area	1A	2 storeys or 8m	4	-
	1B	3 storeys or 9m	8	12
	2	2 storeys or 8m	4	6

**Notes:**

1 – The heights shown on this table will not necessarily be permitted on all sites within the relevant designations of this Secondary Plan.

2 – The Upper Maximum height may be permitted through a site-specific zoning by-law amendment and site plan application, and the associated urban design review, where the criteria specified in the policies for the designation have been met.

3 - Transit Oriented Policy Areas 3 & 4, and Residential Policy Area 3 are not currently subject to this table. Appropriate minimum and maximum heights should be considered and added to this table through a future amendment to this secondary plan.

### 3.3 Village Core Designation

#### i) Function and Purpose

The Village Core is located half-way between Dundas Street and Oxford Street East within the western portion of the secondary planning area. This area is to be the main focal point for neighbourhood level services within a comfortable walking distance for most residents. The Village Core will serve to transition from the high-rise built form along Highbury Avenue North to the low-rise built form internal to the neighbourhood. This area will provide for a mix of uses and civic functions, such as public/private gathering spaces.

#### ii) Character

The Village Core is to be a walkable urban mixed-use “mainstreet” with a pedestrian scale. The built form will be primarily street oriented on all public rights-of-way within this area. Sites internal to the neighbourhood (east of the lots on the Highbury Avenue North frontage), will be of a mid-rise height. Structures along Highbury Avenue North will be street oriented and of a high-rise height. Schedule 4 shows the heights to be achieved within the sub-areas of the Village Core. Public rights-of-way in the Village Core Area will be of an urban character, primarily designed to support walking and street-oriented retail. Boulevards will consist entirely of hard surface treatment and provide opportunities for landscaping, such as street trees and furniture, to create a vibrant urban main street context.

#### iii) Permitted Uses

- a) A broad range of retail, commercial, service, cultural, entertainment, recreational and residential uses are permitted.
- b) Mixed-use buildings are the preferred form of development with active ground floor commercial uses and residential uses above.
- c) New stand-alone, single-tenant commercial buildings are not permitted.

#### iv) Built Form and Intensity

- a) Building floorplates shall be designed to accommodate retail or commercial uses at grade with residential uses located at, or above, grade.
- b) The maximum permitted heights shall be up to 4 storeys and the minimum permitted heights shall be 2 storeys or 8 metres, as identified in Schedule 4 and Table 1 of this Plan. The proposed development will provide a transition between the heritage area surrounding the Infirmary building and the higher-rise built form along Highbury Avenue North.
- c) The ground floor of the residential units within the Village Core designation shall be designed and constructed in a manner which ensures flexibility and adaptability over time for commercial uses. In no instance shall the entire building be used exclusively for a non-residential use.
- d) Large windows, patio space and canopies are encouraged to be incorporated into the building’s ground level. Rooftop patios and balconies are encouraged and shall be considered as amenity areas for residents within mixed use buildings.

e) Buildings should be designed with defined spaces for signage that respects the building's scale, architectural features and the established streetscape design objectives.

v) Transportation

a) It is intended that the primary mode of transportation within the Community will be by walking or cycling. Parking shall not be allowed within the front yard of any buildings within the Village Core designation. A limited amount of parking may be provided in the rear yard of live-work uses for the associated residential component of these uses.

b) Internal drop-off/pick-up facilities, including short term and long term bicycle parking, shall be provided internal to the site.

vi) Applications To Expand, Add or Modify

Applications to add or to expand the Village Core Designation, will be evaluated based on the following criteria, in addition to all other policies included in this Secondary Plan:

a) A demonstrated demand/need to extend or add to the designation, considering the supply of land within the designation that is not currently developed;

b) A location that is contiguous with the existing Village Core Policy designation; and,

c) A location that will benefit the Cultural Heritage Landscape as the major focal point for the community.

d) The Evaluation Criteria for the Planning and Development Applications policies in the Our Tools part of The London Plan shall apply.

### 3.4 Transit-Orientated Corridor Designation

i) Function and Purpose

The purpose of the Transit-Oriented Corridor designation is to focus residential and commercial uses along transit routes consistent with the role of the Transit Village and the Province of Ontario's "Transit Supportive Guidelines". It is also consistent with the emphasis on walking and bicycling for this Community. Transit-Oriented Corridors are intended to allow for the creation of a band of residential and mixed-use development at medium and high densities to support transit along Highbury Avenue North, Oxford Street East and Dundas Street. More substantial amounts of retail development, at grade, will be directed to the intersections with a rapid transit station. Stand-alone commercial uses will not be permitted.

The Transit-oriented Corridor designation is made up of four sub-areas, as follows:

a) Highest Intensity;

b) High-rise;

c) Mid-rise; and,

d) Dundas & Highbury.

ii) Character

The Transit Oriented Corridor is to be a walkable urban mixed use "mainstreet". The built form will be primarily street-oriented on all public rights-of-way within this area. This area will be characterized by higher intensity built form to support transit. Public rights-of-ways in the

Transit-Oriented Corridor Area will be of an urban character, primarily designed to support walking and street oriented retail. Boulevards should consist entirely of hard surface treatment and provide opportunities for landscaping, such as street trees and furniture, to create a vibrant urban main street context.

iii) Transportation

Internal drop-off/pick-up facilities, including short term and long term bicycle parking, shall be provided internal to the site.

iv) Applications To Expand, Add or Modify

Applications to expand the Transit-Oriented Corridor Designation will be evaluated using all of the policies of this Secondary Plan. It is not intended that this designation will be applied within the internal portions of the community and any expansions or additions to this designation shall front onto a Civic Boulevard or Rapid Transit Boulevard.

**3.4.1 Transit- Oriented Corridor Policy Area 1 – Highest Intensity**

i) Intent

This designation is applied to the major intersection of Highbury Avenue North at Oxford Street East, and portions of the adjacent corridors along Oxford Street East and Highbury Avenue North and will support the greatest level of commercial and residential use intensity in the Plan.

ii) Permitted Uses

Permitted uses in the Transit-Oriented Corridor Policy Area 1 designation shall include:

- a) A broad range of retail, commercial, service, cultural, entertainment, recreational and residential uses are permitted.
- b) Development will be required to take the form of mixed-use buildings with active ground floor commercial uses and residential uses above. Some commercial uses or other secondary uses may also be permitted within the podium of the building.
- c) New single-storey, stand-alone commercial, retail and other non-residential buildings are not permitted.

iii) Built Form and Intensity

- a) Within the Transit-Oriented Corridor Designation Policy Area 1, the maximum permitted heights for High-Rise buildings shall be up to 15 storeys, and the minimum permitted heights shall be 3 storeys, as shown on Schedule 4 and Table 1 of this Plan.
- b) Heights exceeding 15 storeys, up to 22 storeys, may be permitted through a site-specific zoning by-law amendment and site plan application, and the associated urban design review, where the following criteria have been met:
  - 1. The development shall include provision for unique attributes and/or amenities that may not be normally provided in lower density projects for public benefit such as, but not limited to, enhanced open space and recreational facilities, innovative forms and housing and architectural design features.

2. Parking facilities shall be designed to minimize the visual impact off-site, and provide for enhanced amenity and recreation areas for the residents of the development.
  3. Conformity with the Urban Design policies of this Plan and City Design policies of The London Plan shall be demonstrated through the preparation of a concept plan of the site that exceeds the prevailing standards for the planning area; and
  4. The final approval of zoning shall be withheld pending a public participation meeting on the site plan and the enactment of a satisfactory agreement with the City.
- c) The frontage of buildings located on Dundas Street, Highbury Avenue North and Oxford Street East, shall be designed to accommodate secondary uses at grade.
  - d) Corner sites or areas connecting to parking facilities are encouraged to incorporate forecourts or mid-block connections that may be private, but provide for public access and amenity.
  - e) Large windows, patio space and canopies are encouraged to be incorporated into the building's ground level. Rooftop patios and balconies are encouraged and shall be considered as amenity areas for residents within mixed use buildings.
  - f) Buildings should be designed with defined spaces to accommodate signage that respects the building's scale, architectural features and the established streetscape design objectives.

### 3.4.2 Transit- Oriented Corridor Policy Area 2 – High-rise

#### i) Intent

This designation is applied to Highbury Avenue North frontage near the Village Core Designation and along Oxford Street East frontage near the Rapid Transit Corridor Place Type to provide for transit-oriented, mid to high-rise, mixed-use development that will support a transition to the more intense development within Policy Area 1 designations.

The Transit-Oriented Corridor Policy Area 2 – High Rise is further divided into two sub areas, as shown on Schedule 3 of this Plan:

- a) Policy Area 2A: lands on the north and south side of the main Highbury Avenue North entrance to the London Psychiatric Hospital Lands
- b) Policy Area 2B: lands to the north of the main Highbury Avenue North entrance, as well as the lands in the northeast corner of the Secondary Plan, adjacent to the Rapid Transit Corridor Place Type.

#### ii) Permitted Uses

Permitted uses in the Transit-Oriented Corridor Policy Area 2 designation shall include:

- a) A broad range of retail, commercial, service, cultural, entertainment, recreational and residential uses are permitted.
- b) Development will be required to take the form of mixed-use buildings with active ground floor commercial uses and residential uses above. Some commercial uses or other secondary uses may also be permitted within the podium of the building.
- c) New single-storey, stand-alone commercial, retail and other non-residential buildings are not permitted.

iii) Built Form and Intensity

- a) The maximum and minimum heights the maximum permitted heights within Policy Area 2 are as shown on Schedule 4 and Table 1 of this Plan:
  1. Within the Transit-Oriented Corridor Policy Area 2A the maximum permitted heights shall be 8 storeys, and the minimum permitted heights shall be 3 storeys; and
  2. Within the Transit-Oriented Corridor Policy Area 2B the maximum permitted heights shall be 12 storeys, and the minimum permitted heights shall be 3 storeys.
- b) Within the Transit-Oriented Corridor Policy Area 2A, heights exceeding 8 storeys up to 12 storeys; and within Policy Area 2B, heights exceeding 12 storeys up to 16 storeys, may be permitted through a site specific zoning by-law amendment and site plan application, and the associated urban design review, where the following criteria have been met:
  1. The development shall include provision for unique attributes and/or amenities that may not be normally provided in lower density projects for public benefit such as, but not limited to, enhanced open space and recreational facilities, innovative forms and housing and architectural design features.
  2. Parking facilities shall be designed to minimize the visual impact off-site, and provide for enhanced amenity and recreation areas for the residents of the development.
  3. A high level of urban design shall be demonstrated through the preparation of a concept plan of the site which exceed the prevailing standards; and
  4. The final approval of zoning shall be withheld pending a public participation meeting on the site plan and the enactment of a satisfactory agreement with the City.
- c) The frontage of buildings located on Highbury Avenue North and Oxford Street East, shall be designed to accommodate secondary uses at grade
- d) Corner sites or areas connecting to parking facilities are encouraged to incorporate forecourts or mid-block connections that may be private, but provide for public access and amenity.

**3.4.3 Transit- Oriented Corridor Policy Area 3 – Mid-rise**

i) Intent

This designation is applied to the north side of Dundas Street to provide for transit-oriented mid-rise residential development that is mixed use in nature. Adjacency to the Treed Allée is a primary consideration in the review of all planning applications.

ii) Permitted Uses

Permitted uses in the Transit-Oriented Corridor Policy Area 3 include multiple-attached dwellings, such as townhouses or cluster houses, low-rise apartment buildings, rooming and boarding houses, emergency care facilities, converted dwellings, small-scale nursing homes, rest homes and homes for the aged. This Policy Area is divided by the Treed Allée with specific policies for each side.

West of the Treed Allée secondary uses will also be permitted only on the ground floor of those residential buildings fronting onto Dundas Street, including, but not limited to: personal services, food stores, retail stores, financial institutions, convenience stores, day care centres, pharmacies, studios and galleries, specialty food stores, fitness and wellness establishments and small scale office uses with a maximum total gross floor area for the site of 2,000 m<sup>2</sup>.

East of the Treed Allée the secondary uses noted above (for west of the Allée) may be permitted in a stand-alone commercial building. Multiple stand-alone commercial buildings shall not be permitted. A lawn bowling facility, and community gardens (as shown in Schedule 2), may also be permitted within this designation.

(Amended by OMB Decision - approved 13/03/13 Case PL111239)

iii) Built Form and Intensity

- a) Net residential densities will normally be less than 75 units per hectare.
- b) A greater building height will be supported on the west side of the Allée as shown on Schedule 4 of this Plan. A residential density exceeding 75 units per hectare may be permitted through a site specific zoning by-law amendment and site plan application, and the associated urban design review. A request for an increase in density shall also be subject to the following criteria:
  - 1. The development is to be designed and occupied for seniors housing, or shall include provision for unique attributes and/or amenities that may not normally be provided for in lower density projects having a public benefit; such as, but not limited to, enhanced open space and recreational facilities, innovative forms of housing and architectural design features;
  - 2. Parking facilities shall be designed to minimize the visual impact off-site and provide for enhanced amenity and recreation areas for the residents of the development;
  - 3. Conformity with the City Design polices of *The London Plan* and this Secondary Plan shall be demonstrated through the preparation of a concept plan of the site that exceed the prevailing standards for the planning area; and,
  - 4. The final approval of zoning shall be withheld pending a public participation meeting on the site plan and the enactment of a satisfactory agreement with the City.
- c) Development adjacent to the Allée, shall be oriented to the Allée.
- d) Corner sites or areas connecting to parking facilities are encouraged to incorporate forecourts or mid-block connections that may be private, but provide for public access and amenity.
- e) The frontage of buildings located on Dundas Street shall be designed to accommodate secondary uses at grade and oriented to Dundas Street.
- f) Large windows, patio space and canopies are encouraged to be incorporated into the building's ground level. Rooftop patios and balconies are encouraged and shall be considered as amenity areas for residents within mixed use buildings.
- g) Buildings should be designed with defined spaces to accommodate signage that respects the buildings scale, architectural features and the established streetscape design objectives.

iv) Transportation

- a) At the Site Plan stage, arrangements for shared private driveway access from Dundas Street shall be required, to minimize the number of driveways and to ensure properties adjacent to the Canadian Pacific Railway are not landlocked.

#### 3.4.4 Transit-Oriented Corridor Policy Area 4 – Dundas & Highbury

##### i) Intent

This designation is applied to the major intersection of Highbury Avenue North and Dundas Street and will support the greatest level of commercial use intensity in the Plan.

##### ii) Permitted Uses

Permitted uses in the Transit-Oriented Corridor Policy Area 4 designation shall include mid-rise to high-rise apartment buildings, apartment hotels, nursing homes, and seniors residences. In addition, small scale office uses with a maximum total floor area of 2,000 m<sup>2</sup> or less within each building, will be permitted. Secondary uses will also be permitted only on the ground floor of those buildings fronting onto Dundas Street or Highbury Avenue North, including, but not limited to: personal services, food stores, retail stores, financial institutions, convenience stores, day care centres, pharmacies, studios and galleries, specialty food stores and fitness and wellness establishments.

##### iii) Built Form and Intensity

- a) Net residential densities will normally be less than 150 units per hectare.
- b) A residential density exceeding 150 units per hectare may be permitted through a site specific zoning by-law amendment and site plan application, and the associated urban design review where the following criteria have been met:
  - 1. The development shall include provision for unique attributes and/or amenities that may not be normally provided in lower density projects for public benefit such as, but not limited to, enhanced open space and recreational facilities, innovative forms and housing and architectural design features.
  - 2. Parking facilities shall be designed to minimize the visual impact off-site, and provide for enhanced amenity and recreation areas for the residents of the development.
  - 3. A high level of urban design shall be demonstrated through the preparation of a concept plan of the site which exceed the prevailing standards; and
  - 4. The final approval of zoning shall be withheld pending a public participation meeting on the site plan and the enactment of a satisfactory agreement with the City.
- c) The frontage of buildings located on Dundas Street and Highbury Avenue North, shall be designed to accommodate secondary uses at grade.
- d) The built form shall be of a mid-rise to high-rise height as shown in Schedule 4 of this Plan.
- e) Corner sites or areas connecting to parking facilities are encouraged to incorporate forecourts or mid-block connections that may be private, but provide for public access and amenity.

- f) Large windows, patio space and canopies are encouraged to be incorporated into the building's ground level. Rooftop patios and balconies are encouraged and shall be considered as amenity areas for residents within mixed use buildings.
- g) Buildings should be designed with defined spaces to accommodate signage that respects the building's scale, architectural features and the established streetscape design objectives.

### 3.5 Residential Area Designation

#### i) Function and Purpose

It is intended that this designation will support an urban housing stock, with height and intensity generally increasing with greater distance from the central cultural heritage landscape. Residential areas are to accommodate a diversity of dwelling types, building forms, heights and densities, in order to use land efficiently, provide for a variety of housing prices and to allow members of the community to "age-in-place". These residential areas will accommodate a significant population density which will help to support the services offered in the Village Core and the provision of transit along the Transit-Oriented Corridors. Planning applications to significantly reduce the residential height and intensity of these areas would undermine these objectives and should not be supported. The Residential Area designation is made up of two sub areas:

- a) North Residential Neighbourhood; and,
- b) South Residential Neighbourhood.

#### ii) Character

This designation will have a variety of setbacks, depending on the built form intensity. Generally, the area will be urban in nature but will not allow for the mix of uses located in other strategic locations within the community. Buildings are to be street-oriented with the principle entrance facing the street. Public rights-of-way will be of an urban character, primarily designed to support walking for both utility and recreation.

#### iii) Elementary School

It has identified that an elementary school may be required within the London Psychiatric Hospital Secondary Plan. The preferred location shall be within the Residential Area Designation. The design of the school should reflect the dense urban nature envisioned for this Transit Village. It is encouraged that:

- a) The school shall be designed to complement and conserve the cultural heritage landscape;
- b) Alternative school design standards should be considered including multi storey school buildings;
- c) Parking requirements should consider the number of planned residential dwellings within close proximity to the school; and
- d) The school should be designed consistent with section 1.2 Principles of this Plan, including that walking, bicycling and active transportation should be the primary means of transportation within the community.

### 3.5.1 Residential Policy Area 1 – North Residential Neighbourhood

#### i) Intent

The Residential Policy Area 1 designation will provide for higher-intensity residential uses than the Residential Policy Area 2 designation. The North Residential Neighbourhood is in close proximity to Fanshawe College. Accordingly, certain policies have been established to avoid the potential for near-campus neighbourhood issues.

The Residential Policy Area 1 – North Residential Neighbourhood is further divided into two sub areas, as shown on Schedule 3 of this Plan:

- a) Policy Area 1A: a lower density area north of the Infirmary building and south of the east-west cultural heritage landscape, and the lands adjacent to the existing residential community to the east
- b) Policy Area 1B: a higher density area to the north of the east-west cultural heritage landscape and south of the Transit Oriented Corridor designation

#### ii) Permitted Uses

Townhouses, low-rise apartment buildings, emergency care facilities, converted dwellings, small-scale nursing homes, rest homes and homes for the aged will be permitted. Single detached, semi-detached and duplex dwellings may also be permitted on the lands immediately adjacent to the Neighbourhood Place type to the east of the Secondary Plan. Ground floor commercial uses within mixed-use residential buildings are encouraged within Policy Area 1B, standalone commercial buildings shall not be permitted.

#### iii) Built Form and Intensity

- a) The maximum and minimum heights the maximum permitted heights within Policy Area 1 are as shown on Schedule 4 and Table 1 of this Plan:
  - 1. Within the Residential Policy Area 1A the maximum permitted heights shall be 4 storeys, and the minimum permitted heights shall be 2 storeys; and
  - 2. Within the residential Policy Area 1B the maximum permitted heights shall be 8 storeys, and the minimum permitted heights shall be 3 storeys.
- b) Within Residential Policy Area 1B, heights exceeding 8 storeys up to 12 storeys, may be permitted through a site-specific zoning by-law amendment and site plan application, and the associated urban design review, where the following criteria have been met:
  - 1. The development shall include provisions for unique attributes and/or amenities that may not be normally provided in lower density projects for public benefit such as, but not limited to, enhanced open space and recreational facilities, innovative forms and housing and architectural design features.
  - 2. Parking facilities shall be designed to minimize the visual impact off-site, and provide for enhanced amenity and recreation areas for the residents of the development.

3. Conformity with the Urban Design policies of this Plan and City Design policies of The London Plan shall be demonstrated through the preparation of a concept plan of the site that exceeds the prevailing standards for the planning area; and
  4. The final approval of zoning shall be withheld pending a public participation meeting on the site plan and the enactment of a satisfactory agreement with the City.
- c) Development shall not be permitted at a residential density of less than 30 units per hectare Residential Policy Area 1A and 45 units per hectare for Residential Policy Area 1B.
  - d) No dwelling unit shall contain more than 3 bedrooms, excluding apartment units. Where an Additional Residential Unit is provided consistent with the policies of the London Plan, a total of up to five (5) bedrooms may be permitted between all units on the lot.
  - e) Plans of subdivision shall accommodate a diversity of building types. A variety of townhouse forms including 2-storey townhouses, 3-storey townhouses and stacked townhouses is encouraged. Townhouses shall be limited to a maximum of 8 attached units to ensure breaks in the street wall. Developments proposed through site plan applications will provide variety and interest by varying façade designs, building materials, fenestration, and colour from townhouse block to townhouse block.
  - f) Garages on townhouses shall not project beyond the front wall of the dwelling (Front porches do not constitute the front wall).
  - g) In areas where higher/more intense built form is to be located near lower-rise forms, the built form with greater height/intensity is to be designed with massing and articulation that provides for a transition between the lower-rise form and the higher-rise form.
  - h) Townhouses and ground level apartment units are encouraged to provide design elements that support activity in the front setback. These may include, but are not limited to, front porches.
  - i) Built form that is 3-storeys or greater and is not a townhouse unit located at a corner site shall provide for a building entrance, massing, articulation and height that pronounces the corner.
  - j) Townhouses located at corner sites are to incorporate design features that assist with signifying its location at a corner site. These features may include, but are not limited to, wrap around front porches and height elements.
  - k) Balconies above the third storey and rooftop patios shall not be permitted.
  - l) Built form located at the termination of vistas/view corridors, as identified on Schedule 8, are to incorporate architectural design elements and massing that enhances the terminal view. Garages shall not terminate a vista/view corridor.
  - m) Built form located adjacent to those areas identified in Schedule 7 as part of the cultural heritage landscape or as heritage buildings are to incorporate architectural elements and massing that is compatible with the heritage context.
  - n) Corner sites or areas connecting to parking facilities are encouraged to incorporate forecourts (at the corner) or mid-block connections that may be private, but provide for public space amenity.

### 3.5.2 Residential Policy Area 2 – South Neighbourhood

- i) Intent

The Residential Policy Area 2 designation will provide for slightly lower-intensity residential uses than the Residential Policy Area 1 designation. Residential development will be oriented towards, and be considerate of, the cultural heritage landscapes, and will be designed to mitigate noise impacts from adjacent transportation corridors and land uses.

ii) Permitted Uses

Townhouses, low-rise apartment buildings, emergency care facilities, converted dwellings, small-scale nursing homes, and rest homes and homes for the aged will be permitted. Single-detached and semi-detached dwellings may be permitted south of Street 'A' and east of the Treed Allée. Additional Residential Units, consistent with the policies of the London Plan, should be incorporated into the design of all single detached and semi-detached dwellings.

iii) Built Form and Intensity

- a) The maximum and minimum heights the maximum permitted heights within Policy Area 2 are as shown on Schedule 4 of this Plan: the maximum permitted heights shall be 4 storeys, and the minimum permitted heights shall be 2 storeys.
- b) Within Residential Policy Area 2, on areas shown on Schedule 4 of this Plan, heights exceeding 4 storeys up to 6 storeys, may be permitted through a site-specific zoning by-law amendment and site plan application, and the associated urban design review, where the following criteria have been met:
  1. The development shall include provisions for unique attributes and/or amenities that may not be normally provided in lower density projects for public benefit such as, but not limited to, enhanced open space and recreational facilities, innovative forms and housing and architectural design features.
  2. Parking facilities shall be designed to minimize the visual impact off-site, and provide for enhanced amenity and recreation areas for the residents of the development.
  3. Conformity with the Urban Design policies of this Plan and City Design policies of The London Plan shall be demonstrated through the preparation of a concept plan of the site that exceeds the prevailing standards for the planning area; and
  4. The final approval of zoning shall be withheld pending a public participation meeting on the site plan and the enactment of a satisfactory agreement with the City.
- c) c) Development shall not be permitted at a residential density of less than 25 units per hectare for any area of the Residential Policy Area 2.
- d) No dwelling unit shall contain more than 3 bedrooms, excluding apartment units. Where an Additional Residential Unit is provided consistent with the policies of the London Plan, a total of up to five (5) bedrooms may be permitted between all units on the lot.
- e) Plans of subdivision shall accommodate a diversity of building types. A variety of townhouse forms including 2-storey townhouses, 3-storey townhouses and stacked townhouses is encouraged. Row houses shall be limited to a maximum of 8 attached units to ensure breaks in the street wall. Developments proposed through site plan applications will provide variety and interest by varying façade designs, building materials, fenestration, and colour from townhouse block to townhouse block.

- f) Built form adjacent to the Treed Allée within the Heritage Area, shall be oriented towards the Allée in applicable locations.
  - g) Garages on detached dwellings and townhouses shall not project beyond the front wall of the dwelling.
  - h) In areas where higher intensity built form is to be located near single detached dwellings the built form with greater height/intensity is to be designed with massing and articulation that transitions between the lower-rise form and the higher-rise form.
  - i) Single detached dwellings and townhouses are encouraged to provide design elements that support activity in the front yard setback. These may include, but are not limited to, front porches.
  - j) Single detached dwellings and townhouses located at corner sites shall incorporate design features that assist with signifying their location at a corner site. These may include, but are not limited to, wrap around front porches, windows and height elements.
  - k) Built form that is 3 storeys or greater and is not a townhouse unit located at a corner site shall provide for a building entrance, massing, articulation and height that pronounces the corner.
  - l) Townhouses located at corner sites shall incorporate design features that assist with signifying its location at a corner site. These may include, but are not limited to, wrap-around front porches, windows and height elements.
  - m) Built form located at the termination of vistas/view corridors, as identified on Schedule 8, shall incorporate architectural design elements and massing that enhances the terminal view. Garages on all building types are not to terminate a vista/view corridor.
  - n) Built form located adjacent to those areas identified in Schedule 7 as part of the cultural heritage landscape or as heritage buildings shall incorporate architectural elements and massing that is compatible with the heritage context.
- iv) Transportation
- a) In the portions of the South Neighbourhood, driveway access to dwelling units may be limited. Areas in which no driveway access is permitted are identified as “Restricted Driveway Access” on Schedule 8 of this Plan. Areas in which limited driveway access is permitted are identified as “Limited Driveway Access” on Schedule 8 of this Plan. In limited access areas a shared driveway to multi-unit development may be permitted; however individual driveways to lower density units shall not be permitted.
  - b) Parking for the single-detached, semi-detached, and duplex residential units should be located in an enclosed garage on the front within the building envelope or to the rear in an enclosed attached or detached garage or surface space.
- v) Development next to Railway
- The following policies will apply related to noise mitigation measures:
- a) Low density housing forms such as, single detached, semi-detached and duplex dwellings should be oriented so that outdoor amenity space is located away from and protected from the rail line.
  - b) Buffers/noise walls shall be landscaped and/or treated in creative and artistic ways that result in attractive mitigation solutions.

- c) Where possible, non-habitable portions of buildings, such as stairwells and service areas, are to be oriented towards the rail line. Where non-habitable portions of the building may be visible from existing or future recreational opportunities, screening of these areas is to integrate with the building's architecture.
- d) All noise policies within the general policies of this Secondary Plan and *The London Plan*.

### 3.6 Heritage Area Designation

#### i) Function and Purpose

The Heritage Area designation includes the cultural heritage landscape as well as the individual heritage buildings and their landscape setting that exist on the LPH lands. These buildings, and the heritage landscape, will be conserved. Conservation allows for alterations to a property and buildings, if it can be demonstrated that the significant heritage attributes of the heritage resource are not negatively impacted by the change. The conservation and re-use of the potting shed, vegetable shorting shed and central heating plant is encouraged but not required.

The following policies apply to areas identified on Schedule 7 - Cultural Heritage Framework of this Plan. The buildings and features to be conserved include:

- a) Treed Allée;
- b) Recreation Hall;
- c) Chapel of Hope;
- d) Infirmary Building;
- e) Horse Stable; and,
- f) Cultural Heritage Landscape.

#### ii) Character

The areas identified within the Heritage Area designation are to be conserved and wholly integrated into the design of the neighbourhood. The Heritage Area designation includes cultural open space, which is part of the cultural heritage landscape. This includes the historic Allée and the planned 'Village Green' which provide a major pedestrian corridor and opportunities for programmable events.

As these elements and/or features form part of the public realm, the surrounding character of the area will respond, in architectural design, to these features and/or elements. All development adjacent to the Heritage Area designation will be developed with sensitivity to the cultural heritage landscape and its component parts. Important views and vistas, as shown on Schedule 8, will be conserved and will remain unobstructed by development. Permitted building heights will be lowest adjacent to the cultural heritage landscape and greatest in locations further from the cultural heritage landscape.

#### iii) Permitted Uses

The restoration and sensitive adaptation of significant heritage buildings for contemporary urban uses is encouraged. The Cultural Heritage Landscape is intended to be used for passive recreational uses and programmable events. Consideration for low impact recreational uses, such as soccer fields, which do not require significant built structures may also be considered. In

the area surrounding the Horse Stable, educational facilities related to horticulture or agriculture and/or community gardens, as shown on Schedule 2, may also be permitted.

iv) Public Realm

- a) The Heritage Area, and the associated cultural heritage landscape is to form part of the public realm. Developments adjacent to the areas identified as Heritage Areas are to orient the built form towards these features and/or the public right-of-way that bounds them. Specific urban design policies for the interface between heritage areas and new development are found in Section 5.0 Urban Design, of this plan.
- b) Within heritage open space areas a tree management and planting strategy shall be established in order to conserve and sustain the significant landscape setting.
- c) Vegetation and greenspace contribute significantly to the cultural heritage landscape and provide a setting for its significant features. The following landscape features shall be established and/or conserved:
  1. The historic central Treed Allée including its parallel row of trees;
  2. An open greenspace extending from the Allée to the Infirmary Building;
  3. An open space buffer to the north, south and west of the Stable of sufficient size to retain the building's agricultural setting;
  4. Manicured lawns with specimen trees adjacent to the Infirmary Building, Chapel and Recreation Hall;
  5. Where possible, priority trees to be conserved include the ring of trees which surround the traffic circle, the row of trees which line the southern edge of the historic ring road, the two parallel rows of trees that extend northward from the rear of the Infirmary and the rows of trees which line both sides of the road that extends east-west through the site, south of the Horse Stable, as shown on Schedule 5; and,
  6. Existing trees will also be retained where they flank street alignments. These trees are a key defining element of the cultural landscape and must be managed. New buildings and streets must provide appropriate drip line setbacks.
- d) The therapeutic landscape setting and its physical and visual relationships to the historic buildings shall be conserved and monitored to allow for meaningful interpretation of the cultural heritage resources. The following measures shall be taken to facilitate interpretation of the site:
  1. The establishment of an interpretive centre to tell the story of the site and of mental health care in Canada. A possible location for such a use is the administrative wing of the Infirmary building;
  2. The creation of an interpretive walk, which would tell the story of the site and explain the function of the therapeutic landscape as people move through it;
  3. A prominent street within the property should be named after Dr. Richard Bucke (superintendent, 1877-1902), if possible; and,
  4. Interpretive signage, public art, way finding strategies and other techniques may be considered.

- e) As trees mature and require replacement, new trees should be planted close to the original position. Within the Allée, the replacement trees must be added in the same north/south alignment in order to maintain the existing definitive rows. Replanting of trees shall be based on the variety of species historically planted on the site, with the exception of ash trees. There should continue to be a variety of larger native and non-native trees, deciduous and coniferous species, that will create scale, provide shade and frame views. Tree replacement shall be consistent with Section 4.11 of this plan.
  - f) New development on the west and east sides of the Allée shall be set back a minimum of 5 metres from the limit of the root zone (drip line). The design for new infrastructure on the site including new streets and utilities shall be planned to minimize excavation or filling within the root zones of the major vegetation features. This may require the adoption of alternative road design standards along streets to be lined by existing trees. A detailed tree preservation plan showing tree protection measures shall be required for any development applications on lands abutting the Allée or the Priority Tree Retention Areas as shown on Schedule 5. For clarity, “development” includes roads and driveways.
  - g) Archaeological assessments will be required in accordance with applicable Provincial policy prior to site redevelopment, to the satisfaction of the Ministry of Tourism and Culture. Of particular interest on the LPH lands, is the possibility of unmarked patient burial grounds associated with the asylum.
- v) Built Form and Intensity
- a) Significant alterations or additions to the heritage buildings affecting their form and massing or diminishing their cultural value shall not be permitted. Minor additions or alterations, which are visually distinguishable from and subordinate to the historic structure may be permitted. Permission is subject to approval by the City of London and/or the Province of Ontario in accordance with Provincial policy and procedures.
  - b) As shown on Schedule 8, visual access shall be maintained between the Infirmary Building and the Allée, as well as between the Infirmary Building and the Chapel of Hope. The Infirmary will continue to form the view terminus from the southern extent of the community. Height restrictions are shown on Schedule 4 of this Plan.
- vi) Transportation
- a) The Allée shall be closed to vehicular traffic and will be used for linear park space, orientated to pedestrian leisure, cycling and passive recreation.
  - b) Remnants of the historic ring road alignment should be retained and form the basis of circulation patterns around the centre of the site. Priority shall be given to retaining the historic alignment of the southern half of the ring road which will also facilitate retention of many of the trees which line this portion of the road. A large traffic circle shall be retained at the terminus of the Allée.
  - c) Large surface parking lots shall not be permitted within this designation. Underground parking in close proximity to these areas is encouraged.
- vii) Stewardship and Sustainability

The redevelopment or adaptive reuse of lands or structures designated as Provincially Significant and the development of adjacent lands shall be in accordance with the approved Strategic Conservation Plan (SCP). The SCP shall be a stewardship plan completed in accordance with Provincial policies and procedures which identifies how these Provincially Significant features are to be maintained, the costs associated with the maintenance and identify sources of funding to cover the maintenance costs.

### 3.7 Open Space Designation

#### i) Function and Purpose

The Open Space designation will apply to open space areas of the Secondary Plan that are intended for active and passive recreation. The Open Space designation is made up of three sub-areas:

- a) Public parkland;
- b) Natural heritage/environment; and
- c) Stormwater management.

#### ii) Character

There are two distinct character types for the public parkland open space areas identified in this plan:

- a) Open Space Adjacent to Railway Spur - This area will have an active recreation character. The primary design focus will be to accommodate recreation sporting events. Ancillary opportunities for passive recreation are also to be integrated into the open space's character.
- b) Open Space Adjacent to Canadian Pacific Main line - This open space will have an urban park type character. It will allow for trails/paths and opportunities for passive recreation. The space is to integrate, through design, with the railway corridor that exists in the centre of the Secondary Plan area. Opportunities exist for public art and more extensive hardscaping.

#### iii) Public Realm

- a) Public rights-of-way in the Open Space Designation will be primarily designed to support walking for both utility and recreation.

#### 3.7.1 Open Space Policy Area 1 – Public Parkland

##### i) Intent

This policy applies to the lands on the eastern edge of the Secondary Plan which are intended for active recreation uses including sporting fields. In addition, this open space serves as a separation buffer between residential uses in the Plan and the industrial uses currently located to the east of the LPH lands.

##### ii) Permitted Uses

Permitted uses include active parkland, athletic fields, and other outdoor recreational fields.

##### iii) Built Form and Intensity

- a) Buildings in this designation will generally consist of out-buildings or built form that serves the users of the open space.
- b) Buildings shall be designed to be compatible with the surrounding architectural character of the cultural heritage landscape and heritage buildings, subject to policy 4.10 v) of this Plan.

iv) Transportation

Parking is to be generally supplied on-street. Small surface parking areas may be developed within the open space designation that support the permitted uses. The design of these parking facilities shall incorporate the use of sustainable materials and will minimize stormwater run-off.

### 3.7.2 Open Space Policy Area 2 – Natural Heritage/Environmental

i) Intent

This policy applies to lands in the southeast corner of the Secondary Plan area between the two railway lines, to protect the existing wetland and provide adequate buffers between this environmental feature and development. Any changes proposed for the wetland shall be subject to the Natural Heritage policies contained in the Environmental Policies part of *The London Plan*.

ii) Permitted Uses

It is intended that these environmental features shall be protected and conserved. Community gardens may be permitted as shown on Schedule 2, provided that the locations will not have a negative impact on the cultural heritage landscape, surrounding natural features and or ecological functions of the area.

iii) Special Policies

No development shall occur within a 30 metre buffer around the wetland until an Environmental Impact Study (EIS) is submitted and required development setbacks are determined. In addition, a study may be required to confirm any requirement for the protection of locally significant plant species in the vicinity of the wetland.

### 3.7.3 Open Space Policy Area 3 – Stormwater Management

i) Intent

This policy area is intended to serve as the stormwater management area for the entire Community. Should detailed stormwater management design studies, at the functional design stage, determine that a larger area is required, modifications to the adjacent road network and block pattern may be required. An Official Plan Amendment may be required subject to the Interpretation Policies as set out in Section 6.11 of this Plan.

Conversely, if it is determined that a smaller area is needed, the surplus lands may be developed for multi-family medium density residential purposes. This is provided that sufficient developable area is available to accommodate the aforementioned use. In addition, an Official Plan amendment shall be required.

ii) Permitted Uses

These lands will be used for a stormwater management facility.

iii) Special Policies

- a) The stormwater management facility shall be designed and developed in accordance with an approved Stormwater Management Class Environmental Assessment.
- b) The stormwater management facility located on these lands shall be integrated with the Community park network. If through further study, it is determined that the stormwater management facility should discharge to the wetland feature to the south, an Environmental Impact Study shall be undertaken to address lands surrounding the stormwater management facility.

## 4.0 General Policies

### 4.1 Heritage and Archaeology

- i) Prior to the development of the London Psychiatric Hospital property or the demolition of any of the buildings or structures on the property, the approval of the Province of Ontario in accordance with Provincial policies and guidelines may be required.
- ii) The entire Secondary Plan area is identified as containing possible archaeological resources. Archaeological assessment reports will be required for all development within the Secondary Plan area.

### 4.2 Housing

- i) Housing Mix and Affordability

The LPHSP represents an opportunity to contribute to the supply of affordable housing and assist the City in meeting its target for provision of affordable housing. Development within the plan area will contribute to providing accessible, affordable, and quality housing options that people will want to live in. It is the objective of this Plan that a minimum 25% of all new residential development within the entire plan area meet the Provincial definition of affordable housing. The City will work with other government agencies, the not-for-profit sector, and private developers to promote innovative housing forms, development techniques, and incentives that will facilitate the provision of affordable housing. The following policies shall also apply to all lands within the LPHSP:

- a) Provide for a range and mix of housing types, including affordable forms of housing, to achieve a balanced residential community.
- b) Almost all new housing units within the LPHSP will be in forms other than single detached dwellings.
- c) Provide live/work opportunities for people to live near current or future jobs in the plan area.
- d) New mid-rise and high-rise developments shall include a mixture of unit sizes and configurations, including a mix of bachelor, 1, 2, and 3-bedroom units.
- e) Grade-related multi-level units, townhouse-style units and live/work units should be incorporated into the base of mid-rise and high-rise residential development along appropriate street frontages to promote walkability, activation and different dwelling style choices.

- f) Each site-specific development proposal will be assessed on its ability to contribute to objective that 25% of all new units meet the Province’s definition of affordable housing.
- g) Affordable housing units within market housing buildings shall be integrated with shared lobbies and amenities.
- h) The indoor and outdoor communal amenity spaces included in new developments should support a variety of age groups, including children, adults, seniors and families.
- i) Secure and convenient storage areas are encouraged for strollers, mobility aids and other equipment to support the needs of a diverse population.
- j) Available tools and provisions under the Planning Act, such inclusionary zoning, will be used to secure affordable housing units at the time of development applications.
- k) The utilization of innovative design features, construction techniques, or other tenure arrangements for residential developments, to broaden the provision of affordable housing will be encouraged.

ii) Seniors and Special Populations Housing

The City may pre-zone specific areas of Village Core, Transit-Oriented Corridor and Residential Area designations to permit small scale nursing homes, homes for the aged, rest homes, and continuum-of-care facilities. These zones should be in close proximity to the “Village Core” designation. Additional permitted uses may be restricted to ensure development of such facilities within the LPH lands.

iii) Providing for Positive Near Campus Housing

To provide for positive forms of near campus housing and to mitigate the potential for issues that can occur in near-campus neighbourhoods the following policies will apply:

- a) Special policies in the Residential Area designation limit the number of bedrooms per unit and limit single-detached and semi-detached dwellings to the south neighbourhood of the Plan and the lands immediately adjacent to the Neighbourhood Place type to the east. This will be implemented through the City’s zoning by-law.

### 4.3 Noise/Land Use Compatibility

i) Rail Noise

The Secondary Plan area is bisected by two rail lines. Rail noise shall be addressed subject to policies of *The London Plan* as well as the following:

- a) Buffers, berms and/or noise walls shall be landscaped and/or treated in creative and artistic ways that result in attractive mitigation solutions.
- b) The design of buildings should orient non-habitable portions of the building towards the rail line. Where non-habitable portions of the building may be visible from existing or future recreational opportunities, screening of these areas is to integrate with the building’s architecture.
- c) Low density housing forms such as, single detached, semi-detached and duplex dwellings should be oriented so that outdoor amenity space is located away from and protected from the rail line.

- d) Prior to final approval, planning applications will require completion of noise studies to confirm compliance with provincial regulations. A noise study shall be required as part of a complete application.
- e) All noise policies within the general policies of this Secondary Plan.

ii) Noise from Industrial Uses

To mitigate the potential for noise conflicts between the proposed community and the industrial area east of the LPH lands, the Secondary Plan's Land Use Schedule identifies an 'Open Space' area adjacent to the abutting industrial lands. The Open Space designation acts, in part, as a noise mitigation measure. Any residential development that is contemplated in proximity to this industrial area shall have regard for the Ministry of Environment, Conservation and Parks Land Use Compatibility Guidelines. To address potential noise impacts from the adjacent industrial area, the following additional policies apply:

- a) On lands within a 300 metre area of influence measured from the west property lines of 535 and 539 Commercial Crescent, and in the presence of a Class II or Class III industrial use at 539 Commercial Crescent and the associated use of the railway siding at 535 Commercial Crescent, sensitive land uses shall be prohibited unless a "Feasibility Analysis" which meets Ministry of Environment, Conservation and Parks guidelines has been completed and the development proposal meets all of the recommendations of the analysis for setbacks and mitigation. At a minimum the "Feasibility Analysis" shall address the issues of point source and/or fugitive noise emissions for the entire 300m area of influence, and ground borne vibration within 75 metres of the west property line of 535 and 539 Commercial Crescent. Sensitive land uses may include any building or associated amenity area (i.e. may be indoor or outdoor space) which is not directly associated with the industrial use, where humans or the natural environment may be adversely affected by emissions generated by the operation of a nearby industrial facility. Such uses include, but are not limited to residences, senior citizen homes, schools, day care facilities, hospitals, churches and other similar institutional uses. For draft plans of subdivision, and draft plans of condominium, the Feasibility Analysis shall be requested and submitted as part of a complete application.
- b) Where, as a result of the completion of a Feasibility Analysis, there are irreconcilable noise and vibration incompatibilities, the development of sensitive land uses shall be prohibited until such time as the Class II or Class III industrial use ceases to exist. Should that occur policies in policy 4.3 ii) will no longer apply.
- c) Reduction of the 300 metre area of influence will be supported only through the submission of a study which addresses the entire area of influence and all study methodology, conclusions and recommendations are acceptable to the City of London.
- d) Noise studies, where required, will form part of a complete application and any recommendations from those studies shall be implemented.

#### 4.4 Sustainable/"Green" Development

i) Principles

The LPH Secondary Plan is based on a conceptual design which maximizes the potential for sustainable development throughout. This is achieved through such features as mixed use

development, a modified grid road system, enhanced connectivity to transit and the cultural heritage landscape and open space system.

Sustainable design elements shall be incorporated into municipal facilities located within the LPH Secondary planning area. Through planning applications, proponents should design development to:

- a) Reduce the consumption of energy, land and other non-renewable resources;
- b) Minimize the waste of materials, water and other limited resources;
- c) Create livable, healthy and inclusive environments; and,
- d) Reduce greenhouse gases.

ii) Policies

As part of a complete application for development within the LPH Secondary Plan a report shall be submitted explaining how the proposed development has incorporated the following goals and objectives:

- a) New development should strive to minimize the production of greenhouse gases through sustainable building and site design.
- b) Subdivisions plans should endeavor to achieve LEED Neighbourhood Development certification.
- c) Alternative energy sources are encouraged including solar and appropriately sized rooftop mounted wind collectors. Such technologies should be sensitively incorporated into buildings and community design.
- d) Where appropriate, buildings should be oriented to maximize opportunities for passive solar gain.
- e) A range of residential dwelling types are to be provided that support life-cycle housing and provide opportunities to age-in-place. This may include seniors housing.
- f) Landscaped areas will be maximized and trees will be planted on the right-of-way, and on development sites, to reduce the urban heat-island effect, improve air quality, moderate sun and wind, and improve ground water infiltration.
- g) Opportunities will be explored for the integration of urban agriculture into parks, buildings and landscapes.
- h) New development will incorporate existing mature trees into landscape schemes where possible and appropriate measures should be taken to keep these trees healthy.
- i) Alternative roadside drainage techniques, the use of pervious paving methods, enhanced use of organic cover, and/or the adoption of “road diets” to reduce impervious coverage are to be accommodated where possible.
- j) Quality materials that are durable and have high levels of energy conservation will be chosen for buildings.
- k) The employment of building technologies such as “greenroofs” is encouraged. Alternately, the use of reflective roof surface materials with high solar and thermal reflectivity to reduce the “heat island” effect is also desired.
- l) The incorporation of food production opportunities is encouraged throughout the site. This includes but is not limited to community gardens, private gardens, greenhouses, roof-top gardens and edible landscaping programs.

#### 4.5 Community Parkland

Active parkland, cultural parkland and natural parkland are the three components which are recognized by the Open Space designation in this Secondary Plan. Active parkland includes such uses as sports fields. Cultural parkland includes the central Allée corridor and the Horse Stables. Natural parkland includes the wetland in the southeast corner of the Community. Parkland may be either under public or private ownership. Open space is a necessary component of a thriving community and this Secondary Plan provides ample open space particularly in the central and eastern portions of the Plan area.

##### i) Active Parkland

The Parks and Recreation chapter of *The London Plan* contains the policies which address active parkland. The following additional policies will also apply:

- a) Trail development should be focused along the central corridor through the community extending from Dundas Street to Oxford Street East (and beyond) which will include the Treed Allée, Infirmary and central median area.
- b) The pathway network shown on Schedule 6 may be treated as pedestrian walkways for the purposes of municipal land dedication under the Planning Act. Lands included in the pathway network in excess of 5m in width may be recognized as parkland.
- c) Additional public urban squares and/or parkettes will be acquired at the time of development through outstanding parkland dedication or in accordance with a Community Parkland Implementation Plan. Urban squares and parkettes will generally have a minimum size of 2,500m<sup>2</sup>. Generally, one public square and/or parkette shall be provided in each quadrant of the Secondary Plan.

##### ii) Cultural Parkland

The 'village green', surrounding the Infirmary Building, and the Allée provide an opportunity for beautiful and unique parkland within the City of London, similar to Victoria and Springbank Parks. These spaces could include an amphitheatre for community concerts, or a large public square ideal for music festivals, community picnics and 'art in the park' events. They would also provide a major pedestrian and cycling linkage within the overall Community parkland network.

#### 4.6 Parkland Dedication

The City of London Policy Manual provides Council direction regarding parkland dedication. In addition to the Parkland Conveyance & Levy By-Law, parkland dedication will be achieved through the City's parkland dedication policies the Parkland Acquisition and Dedication policies in the Our Tools part of *The London Plan* and following additional policies:

- i) The components of the Community Parkland identified in Section 4.5 and shown as Open Space on Schedule 3 of this Secondary Plan shall be dedicated to the City for public park purposes. Some portions of the Heritage designation as shown Schedule 3 may be dedicated to the City for public park purposes. Some components of Cultural Parkland may serve other public uses, such as institutional and/or academic, in which case the land may be conveyed to the public proponent of said use.
- ii) A more detailed Community Parkland Implementation Plan shall be prepared to address matters pertaining to parkland dedication that would otherwise be achieved through a typical

subdivision agreement, including the range of uses that are permitted within these parkland components, the anticipated maintenance protocols required, the determination of dedication ratios for the cultural parkland and natural parkland components, the phasing of dedication, brownfields remediation, access and servicing. This Implementation Plan shall be completed by the owner and adopted by City Council in accordance with the Guidelines Documents section in the Our Tools part of *The London Plan*, prior to the disposition of the community parkland components. Should the City and applicable property owner both agree, one or more components of the parkland may be transferred to the City or another public proponent in advance of the preparation of the Community Parkland Implementation Plan.

- iii) In association with the Implementation Plan, an analysis of funding sources shall be identified to address the ongoing maintenance of these parkland components including such measures as cash-in-lieu payments, development charge payments, condominium 'common element' fees and other suitable mechanisms to ensure a sustainable source of funding.

#### 4.7 Natural Heritage

The Natural Heritage chapter of *The London Plan* includes the City's natural heritage policies. A Phase 2 Natural Heritage Study and Environmental Management Plan was completed as part of the Secondary Plan process. The recommendations of that study are implemented through the following special policies:

- i) Species at Risk – Chimney Swift
  - a) The use and/or redevelopment of the Infirmary will be permitted provided the chimneys are maintained and disturbance to species and the habitat are avoided;
  - b) Further consultation with the Ministry of Natural Resources and Forestry (MNRF) and the Canadian Wildlife Service will occur during subsequent phases of development to identify, refine and assess the significance of any foraging habitat within the Secondary Plan Area and to determine appropriate measures to mitigate impacts on this habitat;
  - c) Additional monitoring of Chimney Swift activity within the Secondary Plan Area will be undertaken through consultation with the MNRF and Canadian Wildlife Service, with possible participation by Bird Studies Canada, to monitor Chimney Swift activity and determine whether additional structures or habitats are being used by Chimney Swift (roosting, nesting, foraging) within the Secondary Plan Area;
  - d) No development, grading, construction or other disturbance occur within 50 metres of the Infirmary during the breeding bird season when the Chimney Swift species is present;
  - e) Any tree and vegetation removal, or any disturbance to any bird nest on the Infirmary building will be avoided during the breeding bird window of between May 1st and July 31st in accordance with the Migratory Bird Convention Act; and,
  - f) An Environmental Impact Study shall be prepared in support of any development within 120 metres of the Infirmary that includes monitoring surveys to determine the location and significance of Chimney Swift foraging habitat and whether additional structures are being used by Chimney Swifts for roosting or nesting, and which recommends appropriate mitigation measures to avoid disturbance to the existing Chimney Swift populations as a result of land use activities within or adjacent to the Infirmary.
- ii) Tree Protection

- a) A Tree Preservation Plan shall be prepared for all development applications to identify trees to be retained and removed, as well as measures to protect individual species during construction and grading activities against inadvertent damage.
- b) Pruning or removal of key specimen trees within the cultural heritage landscape shall be limited to removal of dead, diseased or hazardous trees or where retention of specific trees is not feasible due to future development locations or grading requirements.
- c) Grading and construction activities adjacent to any key specimen trees within the cultural heritage landscape shall maintain appropriate setbacks to avoid damage to the limbs and/or root zone, including those trees located within the Treed Allée. Specific setbacks will be determined through the required Tree Preservation Plan.
- d) Prior to development adjacent to the Treed Allée a woodland management plan shall be prepared to ensure the long term conservation of this cultural woodland community, with consideration for removal of damaged or unhealthy trees, replacement with suitable native species and strategic replanting/management of this feature to maintain the woodland community in the absence of natural regeneration and successional growth.
- e) Protection of existing trees, where possible, shall be a priority in the implementation of the new Community road network.

iii) Wetland

- a) The wetland buffer and surrounding open space area north of the existing unevaluated wetland, identified on Map 5 – Natural Heritage of *The London Plan* will be naturalized. Exceptions may be permitted for a community garden.
- b) Invasive and exotic tree and shrub species will be removed and managed across the LPH lands, but specifically within the wetland and surrounding area.
- c) Local rare plant species impacted by a proposed development will be transplanted to suitable habitat adjacent to the wetland, buffers or open space areas on the lands that are to be retained.
- d) An Environmental Impact Statement (EIS) will be prepared in support of any future development within 30 metres of the wetland. The EIS will include a fall botanical survey, summer odonata and herptile survey, delineation of wetland boundaries per the Ontario Wetland Evaluation System protocol and corresponding evaluation of wetland significance.
- e) A water balance study will be completed in association with the EIS for any development adjacent to the wetland to determine the existing hydrological conditions supporting this wetland feature (surface water/groundwater) and to confirm that any proposed grading, construction or stormwater management (SWM) will maintain the hydrological conditions necessary to support the wetland feature and its associated ecological/hydrological functions.

#### 4.8 Stormwater Management

The optimal stormwater management solution for the London Psychiatric Hospital Lands to meet future development needs, satisfy all applicable design constraints, and maintain or improve the condition of Pottersburg Creek, was included in the London Psychiatric Hospital Lands Municipal Environmental Assessment Study (Stantec, September 14, 2011). As part of the assessment, special meetings were held to notify the stakeholders of the commencement of the project, identify the alternative solutions,

present the preferred alternative and to receive public and agency input. Opportunities were reviewed to optimize the location of the storm/drainage and stormwater management servicing solution, while maintaining engineering design standards, and considering the social/cultural, natural environment, technical, planning, and economic implications. The solution accepted by Council is incorporated into *The London Plan* as part of this Secondary Plan.

Any recommendations arising from the integrated London Psychiatric Hospital Lands Municipal Environmental Assessment Study shall be implemented. Any development of the LPH lands shall also be consistent with the Storm Drainage and Stormwater Management policies in the Civic Infrastructure chapter of *The London Plan*.

#### 4.9 Transportation

Proposed streets within the Plan consist of both Neighbourhood Connectors and Neighbourhood Streets that establish the community structure, provide connections to two flanking Rapid Transit Boulevards and provide new connections to the adjacent neighbourhood. Use of the transit network, cycling and walking are to be supported through design. Street development shall be in accordance with the Transportation policies specific to individual land use designations, applicable urban design policies in Section 4.10 of this plan and the following policies:

- i) Enhanced design streets as shown on Schedule 5, shall be designed to support pedestrian-oriented development patterns, with strong relationships to the cultural heritage landscape;
- ii) On street frontages identified as “Restricted Driveway Access” on Schedule 8, no driveways shall be permitted;
- iii) On street frontage identified as “Limited Driveway Access” on Schedule 8, only driveways or laneways providing access to common parking areas or parking structures located to the rear of buildings shall be permitted;
- iv) The use of Common Elements Condominiums should be considered for the ownership, use and maintenance of common laneways and driveways;
- v) In areas shown as “Priority Tree Retention Areas” on Schedule 5, alternative road cross sections, utility placement and construction standards may need to be considered to protect the long term health of trees. Within these areas, in addition to the Tree Preservation Plan required by policy 4.7 ii), a tree management and planting strategy shall be established in order to conserve and sustain the significant landscape setting;
- vi) Traffic calming measures shall be implemented to the satisfaction of the City to slow or restrict traffic movements and place a priority on pedestrian movements;
- vii) Traffic controls, including the provision of signalized intersections and turning movement restrictions shall be implemented as determined by the final approved Transportation Impact Assessment;
- viii) At the subdivision and/or site plan application stage, consideration should be given to the provision for the conveyance and construction of “Possible Future Streets” as shown on Schedule 5 to create future opportunities for connectivity between neighbourhoods should the industrial area evolve to other uses;
- ix) At the subdivision and/or site plan application stage, Rapid Transit corridors including “transit only” lanes along Oxford Street East and Highbury Avenue North shall be protected in accordance with City requirements;

- x) At the subdivision and/or site plan application stage, any land required to accommodate additional through lanes or turn lanes as determined by the Transportation Master Plan, subsequent studies recommended by the Transportation Master Plan or a detailed transportation impact analysis shall be protected in accordance with City requirements;
- xi) Design guidelines, including right-of-way cross sections, urban street infrastructure and facilities, plantings, surface treatments, parking and service and utility placement, may be prepared to provide further guidance for the development of public rights-of-way to support pedestrian and cyclist friendly environments for using the public streets, public transit, public parking, cycling and pedestrian networks;
- xii) The utilization of on-street parking facilities, may be incorporated into the design of the public right-of-way surrounding the central green to protect this cultural heritage feature from large surface parking areas; and,
- xiii) On-street parking lay-bys will be a maximum length of 100m measured from start of parking lay-by to start of the next parking lay-by.
- xiv) All long-term bike facilities shall be provided in an easily accessible secure indoor location, located on the ground floor or first floor in below grade vehicle parking, and at established grade (avoid access with steps or steep incline).

#### 4.10 Protected Major Transit Station Area

Transit Villages like the London Psychiatric Hospital Transit Village are designated as Protected Major Transit Station Areas (PMTSA) in The London Plan, and second only to the downtown for permitted intensity. A higher-level of intensity is envisioned for development in this plan area to support the provision of higher-order transit.

- i) The minimum overall intensities for Transit Villages identified in the PMTSA policies of The London Plan shall apply for the entire London Psychiatric Hospital Secondary Plan area, with the exception of: the minimum and maximum heights for all designations in this Plan, and the minimum densities for the Residential Area Designation, for the where the policies of this plan shall prevail.
- ii) Large development sites and/or sites that have partial development proposed shall delineate the extent of the development block(s) as part of a Conceptual Master Development Plan to establish a calculable area to apply the minimum standards identified in the Protected Major Transit Station Area policies for tracking purposes.

#### 4.11 Forestry

The following policies shall facilitate tree replacement consistent with the London Plan and the Heritage Easement Agreement:

- i) The policies of the London Plan 339\_4b (one replacement tree for every ten cm of diameter) shall apply to all areas of the Secondary Plan outside of the Heritage Easements and Zones shown in the Strategic Conservation Plan.
- ii) Within the Heritage Easements and Zones shown in the Strategic Conservation Plan a replacement rate of two trees for every ten cm of diameter shall be applied.

## 5.0 Urban Design

### 5.1 General

The following policies will apply to all designations within the Secondary Plan area:

- i) Gateways  
Buildings located adjacent to areas identified as “Gateways” on Schedule 8 shall incorporate corner massing elements and the building’s main entry at the corner, so as to signify the entrance to the community.
- ii) Built Form  
The Built Form policies guide the development of new buildings in the LPH Secondary Plan area. These policies provide policy direction on building typologies and design as a framework for how the area will develop into an exceptionally-designed, high-density urban neighbourhood and provide effective transition to ensure development is an appropriate fit with existing heritage and adjacent low-rise residential uses.
  - a) Where built form is situated on more than one public right-of-way, the building’s main entrance shall be oriented to the highest order public right-of-way, as identified in Schedule 5. Civic Boulevards and Rapid Transit Boulevards will serve as the highest order right-of-way. The built form shall incorporate articulation and massing in a coherent architectural manner adjacent to all public rights-of-way. This policy does not apply where the built form is adjacent to an area identified as a gateway on Schedule 8. The Gateways policy (5.0 i)) shall apply in this situation.
  - b) Built form shall be street-oriented on all public rights-of-way, with buildings located at or near the property line and front entrances and active uses oriented to the street.
  - c) Buildings shall be designed to form a well-defined and continuous street edge with high quality architectural features.
  - d) Articulation and massing in a coherent architectural manner shall be applied to distinguish the built form’s base, middle and top.
  - e) A diversity of material types, with texture, applied to the base, middle and top of the building(s) is encouraged.
  - f) Buildings shall be oriented so that their amenity spaces do not require sound attenuation walls and that noise impacts on adjacent buildings are minimized.
  - g) The built form shall avoid long expanses of pitched roofs.
  - h) Buildings with a height over 3 storeys shall incorporate architectural massing that avoids the use of pitched roofs.
  - i) Long expanses of flat and blank facades are to be avoided.
  - j) Built form identified as Priority View Terminus, on Schedule 8 Urban Design Priorities, of this Plan, shall act as a focal point for the view corridor. This can be achieved through the siting, massing, materiality and articulation of the building.
  - k) The height and massing of new buildings should fit within a 45 degree angular plane, starting at 7m above grade and measured from the property boundary of lands in the Neighbourhoods Place Type. This is intended to provide a sympathetic transition from lower to higher development forms. All elements of fit and transition must be accommodated within the development site.

- l) All buildings shall be designed to express three defined components: a base, middle and top. Alternative design solutions that address the following intentions may be permitted:
    - 1. the base shall establish a human-scale façade with active frontages including, where appropriate, windows with transparent glass, awnings, porches, canopies, lighting, and the use of materials that reinforce a human scale.
    - 2. the middle shall be visually cohesive with, but distinct from, the base and top.
    - 3. the top shall provide a finishing treatment, such as a roof or a cornice treatment, and will serve to hide and integrate mechanical penthouses.
  - m) New development will be designed and massed to minimize the impacts of shadows on parks, Privately owned public spaces(POPS), the public realm, and outdoor communal and private amenity spaces.
  - n) The design of buildings should form a well-defined and continuous street wall to support a pedestrian-oriented environment.
  - o) Buildings should have articulated façades that create a human-scale rhythm along streetscapes. No extensive blank walls should be visible from the public or private street and public open space.
  - p) Usable outdoor amenity spaces that activate the front yard setback, including porches, stoops, courtyards, patios and plazas are encouraged.
  - q) Buildings located at corner sites and intersections shall address and frame the corner with building entrance(s), massing, articulation, and height.
  - r) In addition to the connections shown on Schedule 5, Street Hierarchy Plan, mid-block pedestrian and active transportation connections should be provided between buildings to facilitate pedestrian and cyclist permeability through the area.
  - s) Building design should minimize privacy impact and not limit the future development potential of adjacent properties through adequate setbacks, massing orientation and window and balcony locations
- iii) Public Realm
- a) Where possible on-street parking may be provided in commercial mixed-use areas within this Secondary Plan.
  - b) Provision is to be made for street trees and an appropriate planting environment along all streets within this plan.
  - c) Where permitted, utilities shall co-locate under the sidewalk to provide optimal growing space for trees. In addition, above- grade utility boxes/features are to be minimized and/or clustered. The preference is for these services to be placed below grade.
  - d) Public Realm Design Guidelines, including right-of-way cross sections, may be prepared to provide further guidance for the development of public rights-of-ways in all designations of this plan.
  - e) Landscape walls for the purposes of identifying or delineating community/subdivision entrances shall not be permitted.
  - f) Decorative street and pedestrian level light standards are to be used to differentiate the Village Core Area. These light standards will reflect and complement the historic features of

the Community and will be similar to those used throughout the entire Secondary Plan area, but with enhanced elements.

iv) Transportation

- a) Driveway access shall be restricted and/or limited in certain locations as identified in Schedule 8 of this Plan and defined in Section 4.9 of this Plan.
- b) Subject to more specific or contradictory transportation policies in the applicable Character Area policies, off-street parking for all uses other than single detached, semi-detached, duplex and townhouse dwellings, shall be located underground or to the rear of the site (behind the building), in a structure or surface parking field. If these options are not possible, then surface parking can be considered in the interior side yard, provided design measures are used to mitigate the parking field from the public realm. Parking is not permitted between the building line and the public right-of-way.
- c) Garages for new Low-rise buildings should be located at the rear of buildings and accessed from a private driveway to minimize pedestrian-vehicle conflicts, create a pedestrian-oriented public realm and ensure vehicles do not dominate the streetscape. Garages should be integrated into the building design and shall not project beyond the main building façade. Underground parking is preferred where feasible. .
- d) Appropriate buffering shall be provided between parking areas and “back of building” functions, and adjacent land uses.

v) Heritage

Where all non-heritage designations interface with the Heritage Designation of this Plan the following policies shall apply:

- a) Utilities located within and/or adjacent to lands in the Heritage Designation shall be placed below-grade so as not to interfere with the cultural heritage landscape.
- b) Where no public right-of-way exists, buildings shall be located at or near the property line adjacent to the cultural heritage landscape area in order to frame the space and include active facades along that interface.
- c) Buildings shall be aligned parallel to the cultural heritage landscape area with the building’s main entrances addressing the Heritage Area Designation
- d) On-site surface or structured parking is not permitted between the building line and the property line adjacent to the cultural heritage landscape area.
- e) Building heights adjacent to the Heritage Area designation shall be in accordance with Schedule 4 Building Height Plan, of this Plan.
- f) Built form adjacent to the Heritage Area designation shall be designed to be compatible with the character (articulation, massing, landscaping and materials) of the cultural heritage landscape and heritage buildings within the heritage designation of this Plan.
- g) New construction adjacent to heritage buildings should be compatible with, but visually distinguishable from and subordinate to the heritage resource. The heritage building must be identifiable as a landmark, with new construction forming the background.
- h) New development should incorporate materials and finishes that are predominant in the remaining and already demolished site buildings. Colours and materials should be selected that enhance or harmonize with the historic buildings.

- i) The use of salvaged building materials in landscaping, public art and/or new building construction is encouraged should any existing structures be demolished.

## 5.2 High-Rise Buildings

The following policies apply to new high-rise development in the LPH Secondary Plan area:

- i) For the purpose of this Secondary Plan, High-rise buildings are buildings that are nine (9) storeys in height or taller.
- ii) High-rise buildings should have a minimum 5m stepback at the podium (the third, fourth, or fifth storey, proportional to the street type and consistent with adjacent existing context), to provide a pedestrian scale environment at the street wall, limit the visual impact of the building at street level, and mitigate shadow and wind impacts on the public realm.
- iii) High-rise buildings should be designed with slender towers that allow shadows to move quickly, minimize the obstruction of views and limit the visual mass and overlook as experienced from nearby properties and the public realm.
- iv) High-rise buildings should have a maximum tower floor plate of 1,000 square metres above the podium, with the length to width ratio not exceeding 1:1.5 to minimize shadowing and visual impact from all approaches.
- v) Towers shall not have any blank façades.
- vi) Tower design and orientation is encouraged to provide privacy for occupants through techniques such as angling and offsetting towers.
- vii) High-rise buildings should have a minimum separation distance of 25 metres between towers. This separation distance is intended to:
  - a) Minimize the impacts of shadows and loss of sunlight on surrounding streets, open spaces, and nearby properties.
  - b) Provide access to natural light and a reasonable level of privacy for occupants of high-rise buildings.
  - c) Enhance the provision of pedestrian-level views of the sky between tall buildings particularly as experienced from adjacent streets, pedestrian connections, and open spaces.
  - d) Minimize the impacts of uncomfortable wind conditions on streets, pedestrian connections, open spaces, and surrounding properties.
- viii) The tower portions of High-rise buildings should be setback a minimum of 12.5 metres from the interior property line of any adjacent site that could accommodate high-rise development, or from the centre line of any public or private street, to protect and preserve the development potential of adjacent properties.
- ix) The top portion of the tower shall be designed to create an integrated and attractive finish to the building and contribute to the quality and character of the skyline. The top portion of the tower shall integrate the mechanical penthouse and be distinctive from the rest of the building through the use of stepbacks, articulation, change in materials or other architectural features.

## 5.3 Mid-Rise Buildings

The following policies apply to new mid-rise development in the LPH Secondary Plan area:

- i) For the purpose of this Secondary Plan, Mid-rise buildings are buildings five (5) storeys in height up to and including eight (8) storeys in height.

- ii) Mid-rise buildings should have a minimum 3m setback at the podium (the third, fourth, or fifth storey, proportional to the street type and consistent with adjacent existing context), to provide a pedestrian-scale environment at the street wall, limit the visual impact of the building at street level, and mitigate shadow and wind impacts on the public realm.
- iii) Mid-rise buildings, particularly those on the south side of a public or private street should incorporate additional setbacks, or terracing to mitigate shadow impacts and provide better sunlight penetration at street level.

## 5.4 Low Rise Buildings

The following policies apply to new low-rise development in the Secondary Plan area:

- i) For the purpose of this Secondary Plan, Low-rise buildings include forms such as single detached dwellings, townhouses, stacked townhouses and low-rise apartment buildings up to and including four (4) storeys in height.
- ii) Garages for new Low-rise buildings should be located at the rear of buildings and accessed from a private driveway to minimize pedestrian-vehicle conflicts, create a pedestrian-oriented public realm and ensure vehicles do not dominate the streetscape. Garages should be integrated into the building design and not project beyond the main building façade. Underground parking is preferred where feasible
- iii) Townhouse units should be limited to no more than eight (8) horizontally-attached units to ensure adequate breaks in the street wall to provide permeability and access.
- iv) Cluster developments shall be oriented with active street frontages with front doors directly facing and accessing public streets and public open spaces. Vehicular access should be provided through rear and internal driveways.

## 5.5 Ground Floor Design

Improving the pedestrian experience is a priority of the Secondary Plan which requires thoughtful attention to the design of the ground floor. Creating active building façades increases activity and encourages passive surveillance which will in turn, help the Secondary Plan area evolve into a walkable, pedestrian friendly neighbourhood.

- i) Buildings and main entrances shall be oriented toward and front onto public and private streets, public parks and open spaces. Main building entrances shall not front onto surface parking lots.
- ii) Buildings will have attractive and active frontages onto public and private streets. Blank walls, parking, services, and utilities should not be visible from public and private streets.
- iii) Buildings with frontages along Highbury Avenue, Oxford Street and Dundas Street shall have their massing, siting and principal entrances oriented to those existing street(s) to establish an animated pedestrian-scale environment. 'Back of house' activities such as loading areas are not permitted along the Highbury Avenue, Oxford Street and Dundas Street frontages and should be accommodated internal to the site and/or buildings.

### 5.5.1 Ground Floor Commercial Design

- i) Where a ground floor commercial use is provided, a minimum of 50% of the building frontage should include active, pedestrian-generating uses. Non-active uses, such as lobbies to upper levels and professional offices may be permitted for the remaining building frontage. Where possible, non-active uses should be provided along lower order street frontages. Large expanses

of blank walls should be avoided along street frontages and located on the back of the building where required.

- ii) New non-residential (commercial) development will be located close to public and private streets, while providing a modest setback for building elements, such as canopies, patios, plazas, public or private forecourts, and doors. Greater building setbacks are permitted to accommodate patios spaces, publicly accessible plazas, and courtyards.
- iii) Entrances to retail and commercial units, and lobbies that provide access to uses above the ground floor, will be at grade (flush) and accessible directly from the public or private road in order to activate the sidewalk. Minor grade separations may be considered by exception and accommodated with ramps on constrained sites.
- iv) Non-residential ground floors should be designed to be tall enough to avoid conflicts with overhead elements such as signage, canopies and awnings, and to increase visual connection from interior spaces to the outdoors.
- v) Glazing should be transparent and maximized for non-residential uses located on the ground floor.

#### 5.5.2 Ground Floor Residential Design

- i) Where a residential ground floor is provided, a minimum of 50% of the building frontage should include direct access to individual units from the adjacent sidewalks. Residential lobbies, and small scale, non-residential uses may be permitted for the remaining building frontage. Large expanses of blank walls should be avoided along street frontages and located on the back of the building where required.
- ii) New residential development will be located close to public and private streets, while providing a modest setback to accommodate building elements, such as landscape buffers, porches, canopies, courtyards and steps.
- iii) The ground floor of residential buildings within the designations that permit mixed uses should be designed with the flexibility to accommodate future conversion to nonresidential uses, such as providing a raised floor over the slab that can be removed to provide additional ground floor height in the future.
- iv) Where residential units are provided at-grade, the setback will be sufficient to accommodate direct entryways and private amenity spaces for residential units, including any walkways, steps, porches, private courtyards and landscaping areas.

#### 5.5.3 Back of House and Loading Areas

Loading areas are a necessary component of existing and future commercial and residential uses which are an integral part of this Secondary Plan. The following policies are required for new back of house and loading areas:

- i) Loading docks and back of house areas should be located away from all public streets to not detract from a pedestrian-oriented streetscape.
- ii) Loading docks and back of house areas should be enclosed, set back from the street edge and provide a screening and buffer area. The use of landscaping and building massing should be used to screen the loading docks and back of house areas. Service entrance widths should be limited to the minimum required to be functional.

- iii) Waste storage areas should be located inside buildings to mitigate their visual and odour impacts. Where outside waste disposal areas are necessary, they will be enclosed in materials complementary to the main building and screened with landscaping.

## 6.0 Implementation

### 6.1 Implementation of the Plan

The London Psychiatric Hospital Secondary Plan shall be implemented utilizing the following implementation mechanisms:

- i) All municipal works shall be consistent with the policies of this Plan;
- ii) Heritage preservation and conservation shall be consistent with this Plan; and,
- iii) All planning applications shall be consistent with the policies of this Plan.

### 6.2 Municipal Works

Municipal works shall be consistent with the policies of this Plan. Such works include:

- i) Road development, including the east link of the Bus Rapid Transit;
- ii) Sewer, water and wastewater infrastructure;
- iii) Stormwater management facilities in accordance with the recommendations arising from the London Psychiatric Hospital Lands Municipal Environmental Assessment Study (Stantec, September 14, 2011);
- iv) Parks; and,
- v) Public facilities.

### 6.3 Official Plan Amendments

- i) Any amendment to the text or Schedules of this Secondary Plan represents an Official Plan amendment. Furthermore, amendments to the Schedules of this Plan may require amendments to the associated maps of *The London Plan*.
- ii) Any applications to amend this Secondary Plan shall be subject to all of the applicable policies of this Secondary Plan, as well as all of the applicable policies of *The London Plan*.

### 6.4 Zoning

- i) Any applications for amendment to the City of London Zoning By-law shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.
- ii) Consideration of other land uses through a Zoning By-law amendment shall be subject to the Planning and Development Applications policies as described in the applicable place type of *The London Plan*. The Zoning By-law may restrict the size of some uses.

### 6.5 Plans of Subdivision/Plans of Condominium/ Consents to Sever

Any applications for subdivision, condominium, or consent to sever, shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

### 6.6 Site Plan Approval

Any applications for site plan approval shall be subject to the policies of this Secondary Plan and applicable policies of *The London Plan*.

## 6.7 Urban Design Policies

All development within the London Psychiatric Hospital Secondary Plan boundaries shall be subject to the urban design policies contained in this Plan, in addition to applicable policies in *The London Plan*.

## 6.8 Guideline Documents

Guideline documents may be adopted by Council to provide greater detail and guidance for development and the public realm elements of the Secondary Plan area.

## 6.9 Phasing, Financing and Monitoring

The London Psychiatric Hospital lands shall be developed with the following objectives:

- i) It is desirable for the Village Core to be developed, at least in part, as early as possible in the development phasing process, such that the vision for the Community can be established;
- ii) The logical and efficient extension of servicing will be the primary driver for the overall phasing of community development.

## 6.10 Height Plan

The height plan, as shown on Schedule 4 and summarized in Table 1, is a fundamental component of the overall vision for the Secondary Plan. While an Official Plan amendment may be sought to amend this height plan, changes, including applications for bonus zoning, will only be made where:

- i) The objectives of the community structure plan are preserved;
- ii) The cultural heritage landscape is not negatively impacted;
- iii) Land use conflicts with adjacent uses are not created due to the proposed increase in heights;
- iv) Important views and vistas are not obstructed or inappropriately impacted.

## 6.11 Interpretation

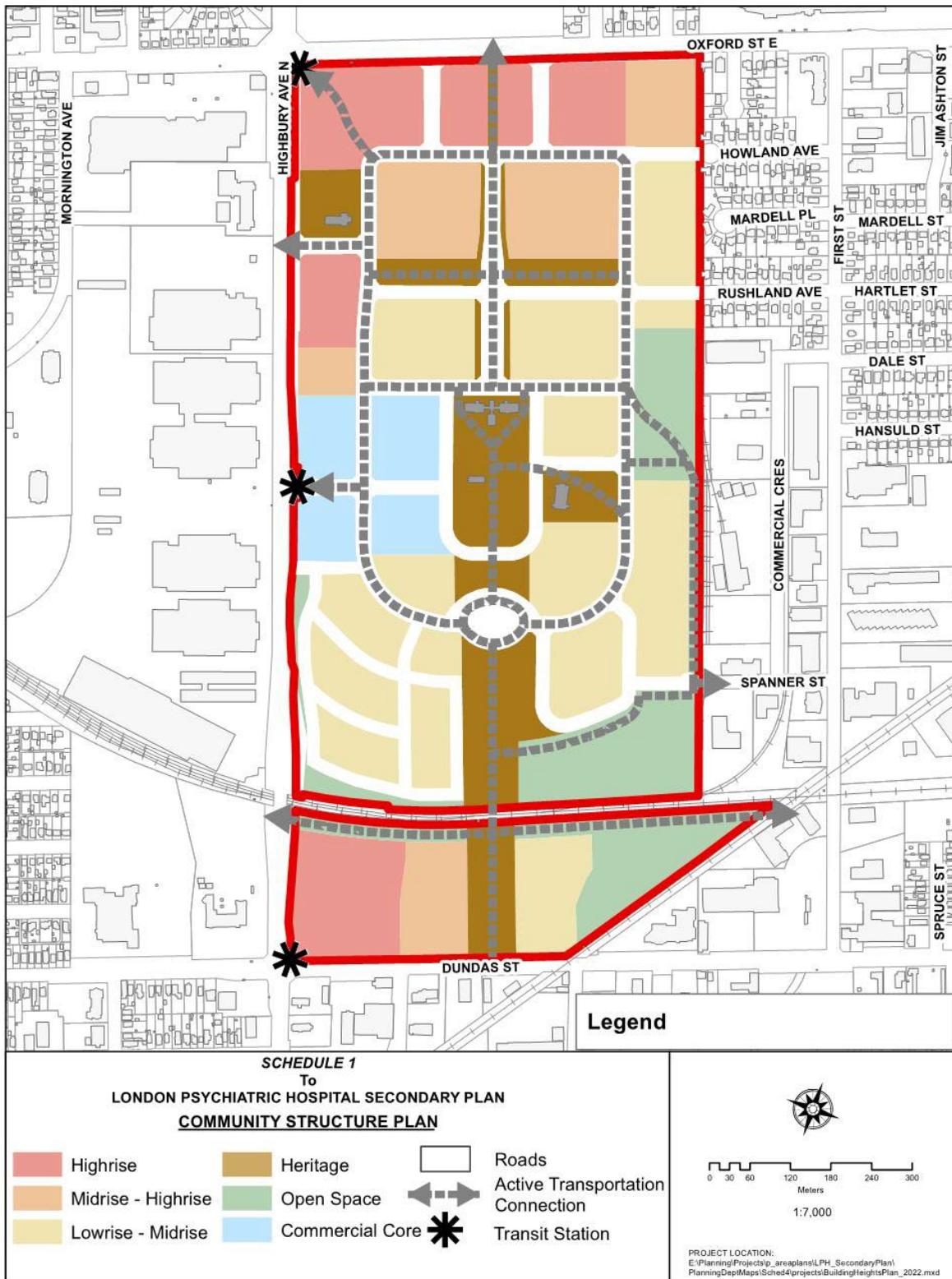
The How to Use The London Plan section in the Our Challenge part of *The London Plan* provides for the interpretation of *The London Plan* place type boundaries and these policies apply to this Secondary Plan.

Schedule 5 shows the street hierarchy plan. This plan establishes a road pattern that represents the foundation for the Community. It establishes the framework for the layout of land uses, the preservation of the cultural heritage landscape and the establishment of the village core.

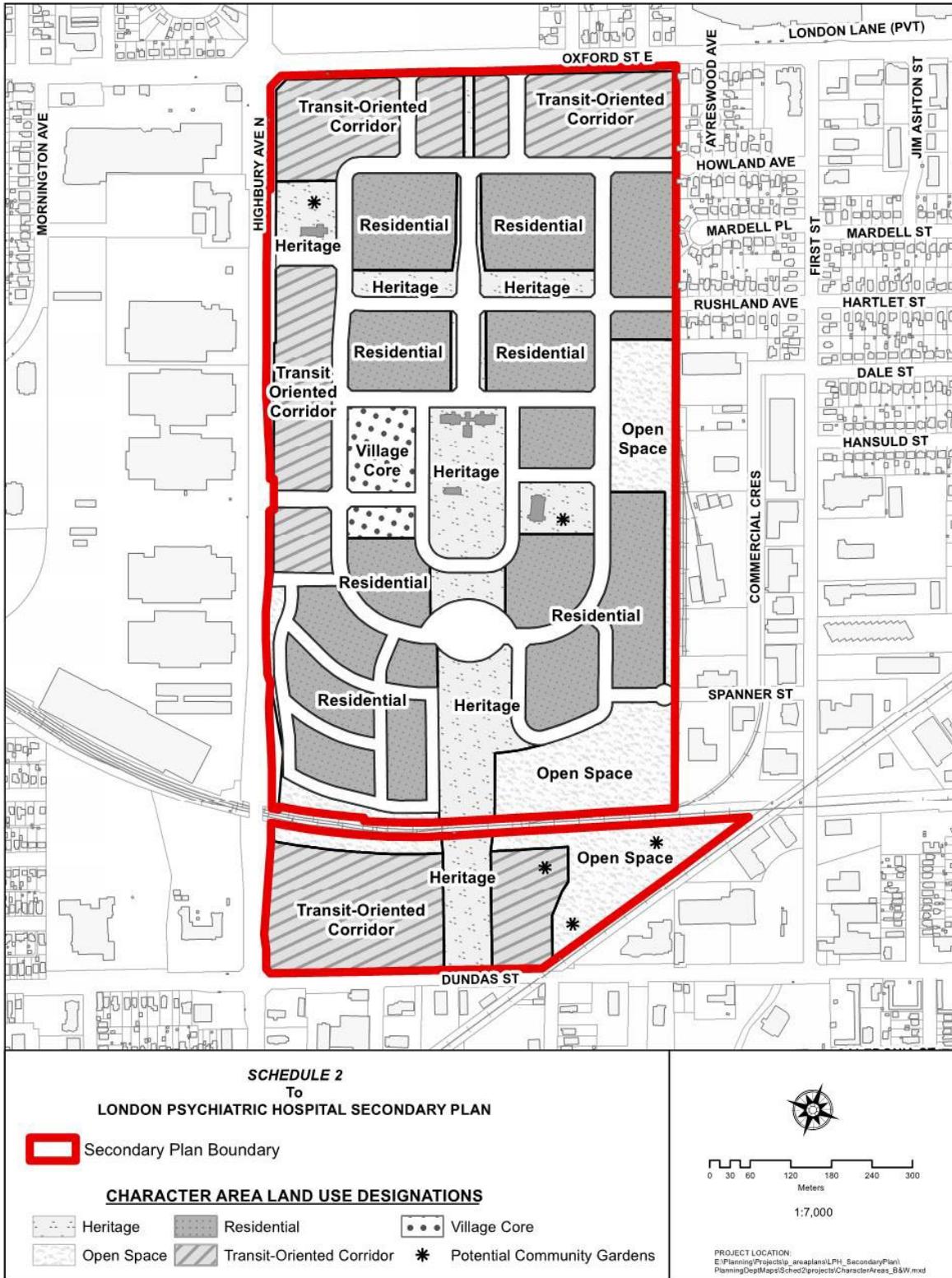
As Schedule 5 of the Secondary Plan specifically identifies the alignment of roads, and recognizing that these roads may need to be slightly shifted to address constraints and opportunities identified through future subdivision process, minor changes in these road alignments can be made without amendment to the Plan. Substantive changes to any road alignments will require an Official Plan amendment and shall only be allowed where the underlying principles of the Community Structure Plan and the Street Hierarchy Plan are not undermined.

## 7.0 Schedules

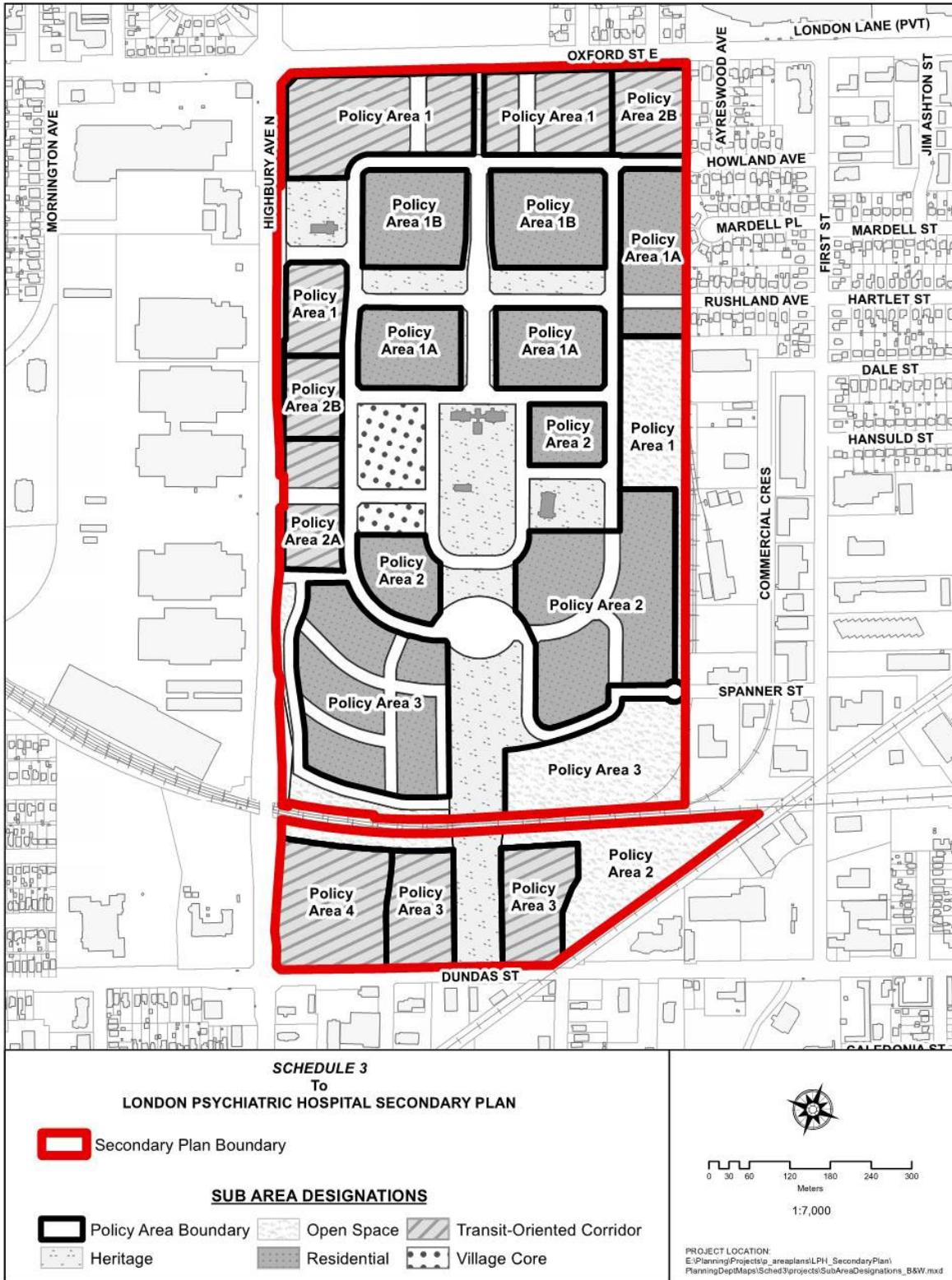
### Schedule 1: Community Structure Plan



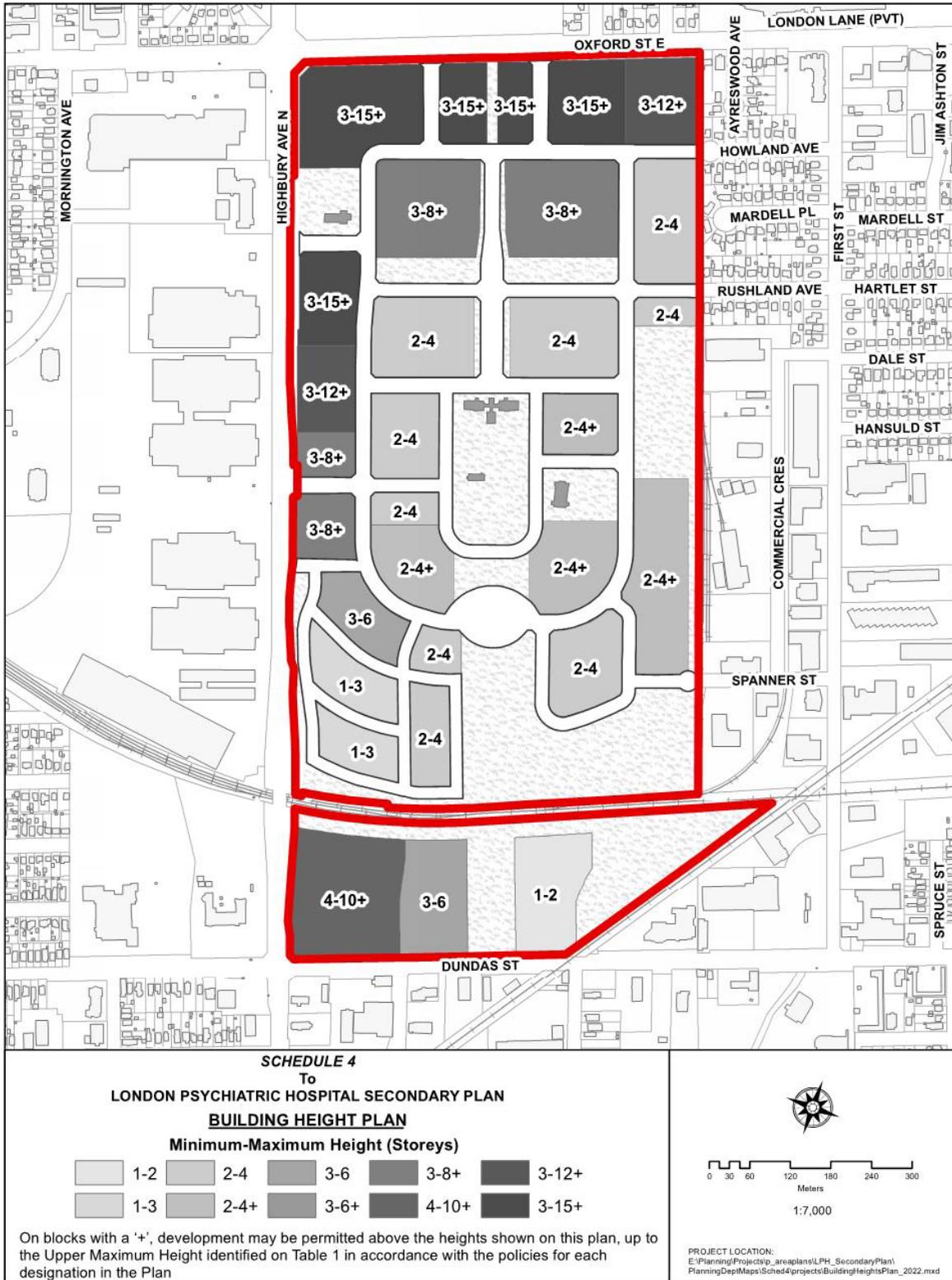
Schedule 2: Character Area Land Use Designations



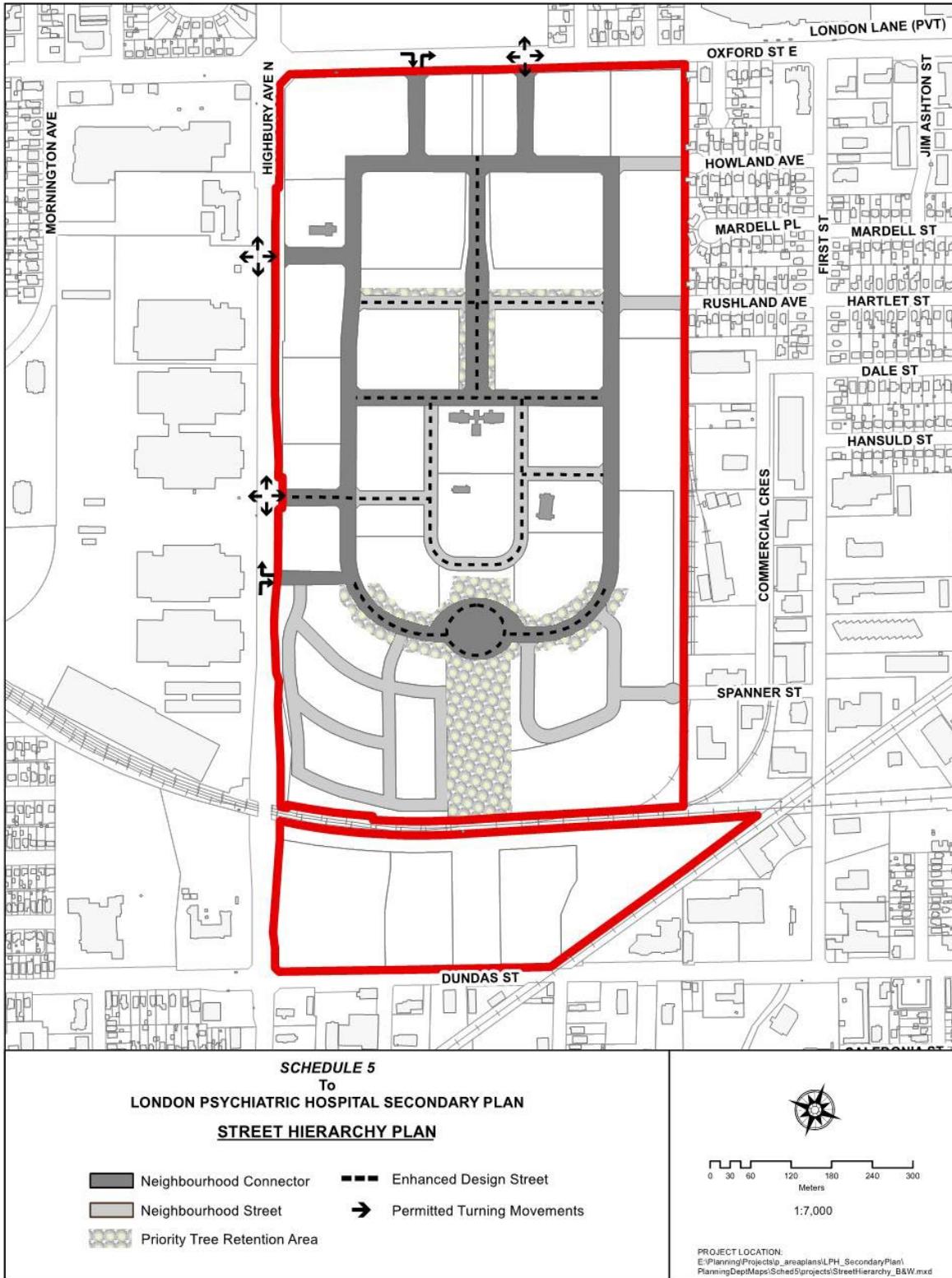
Schedule 3: Sub Area Designations



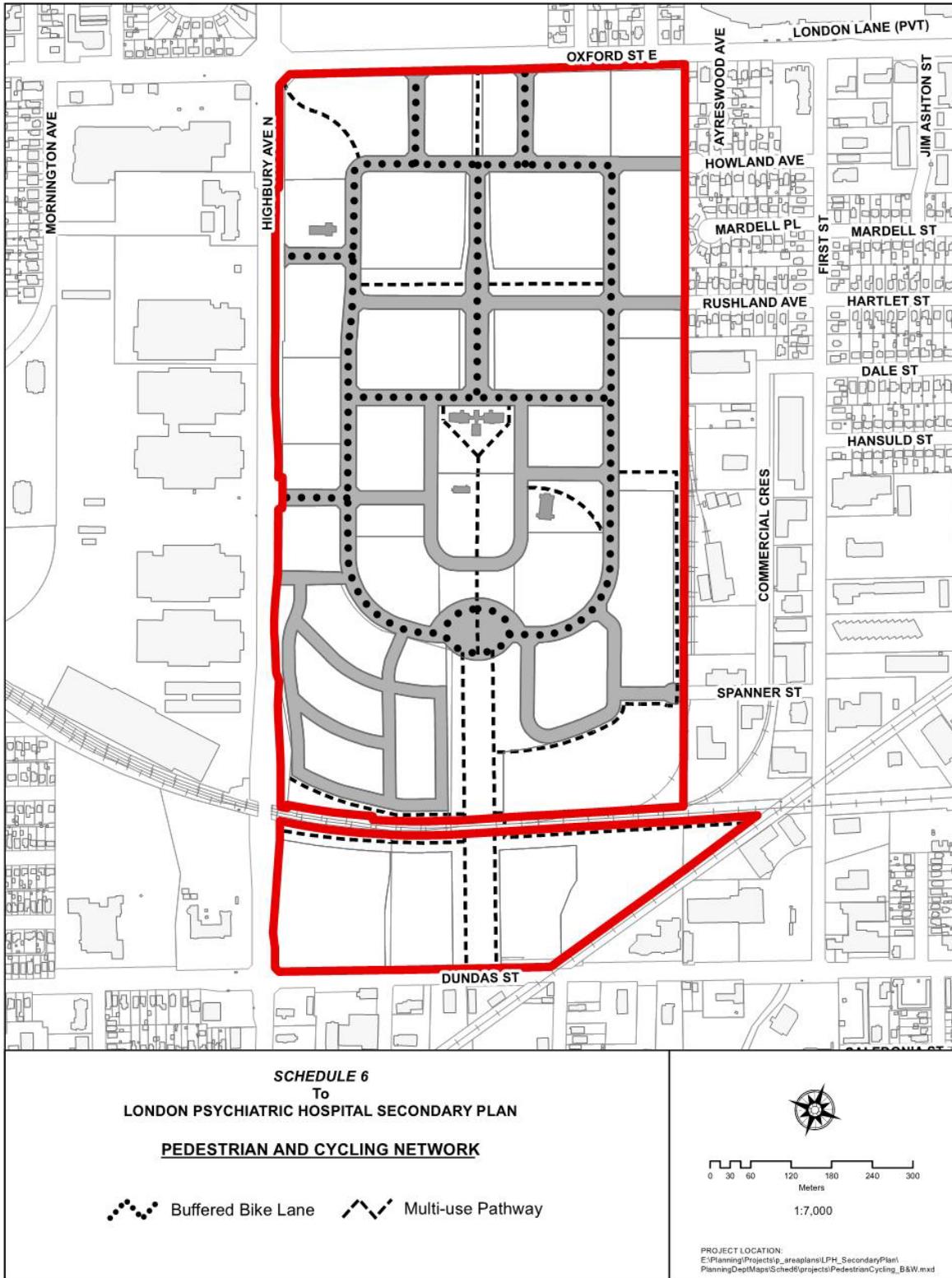
### Schedule 4: Building Height Plan



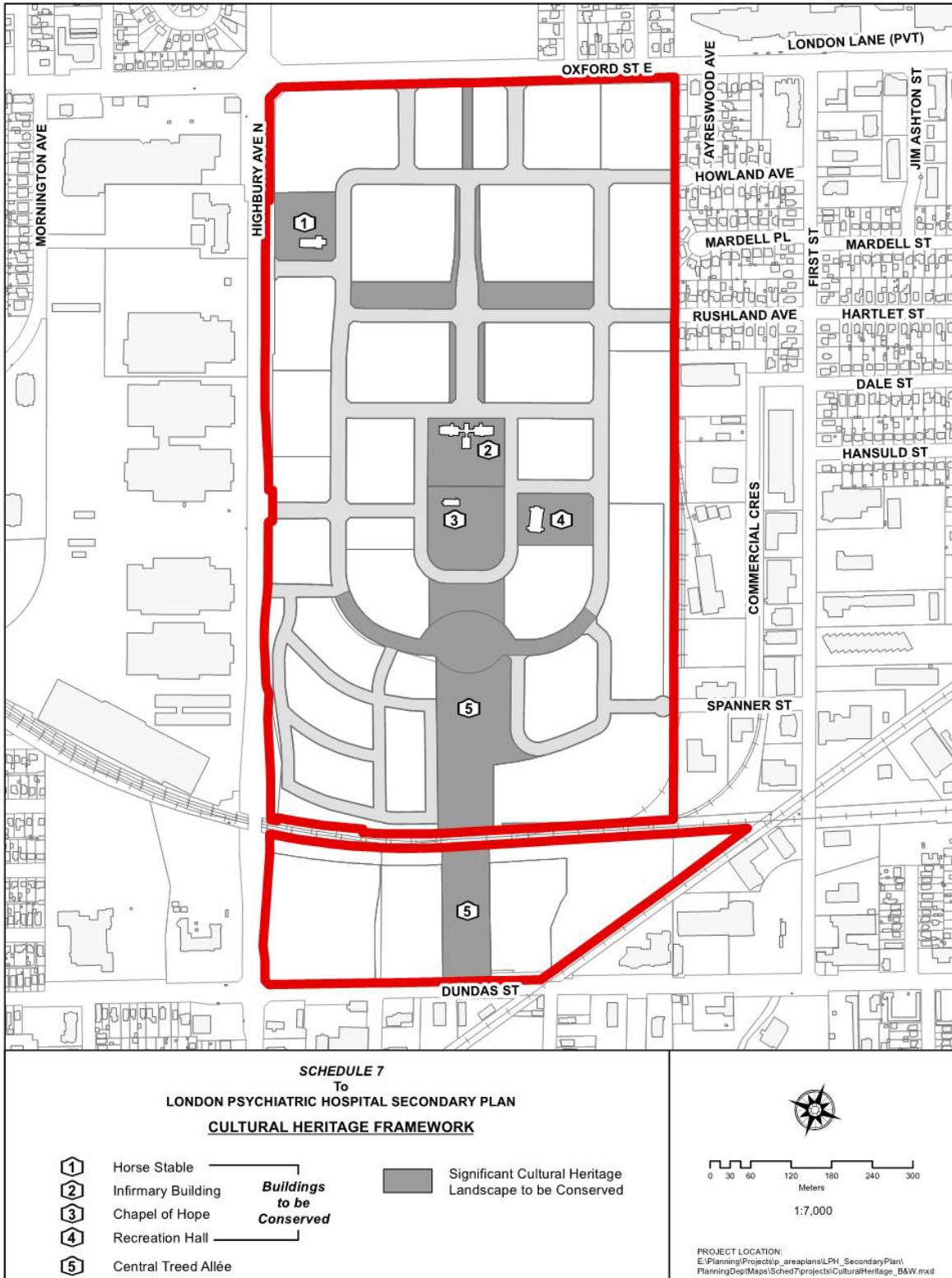
## Schedule 5: Street Hierarchy Plan



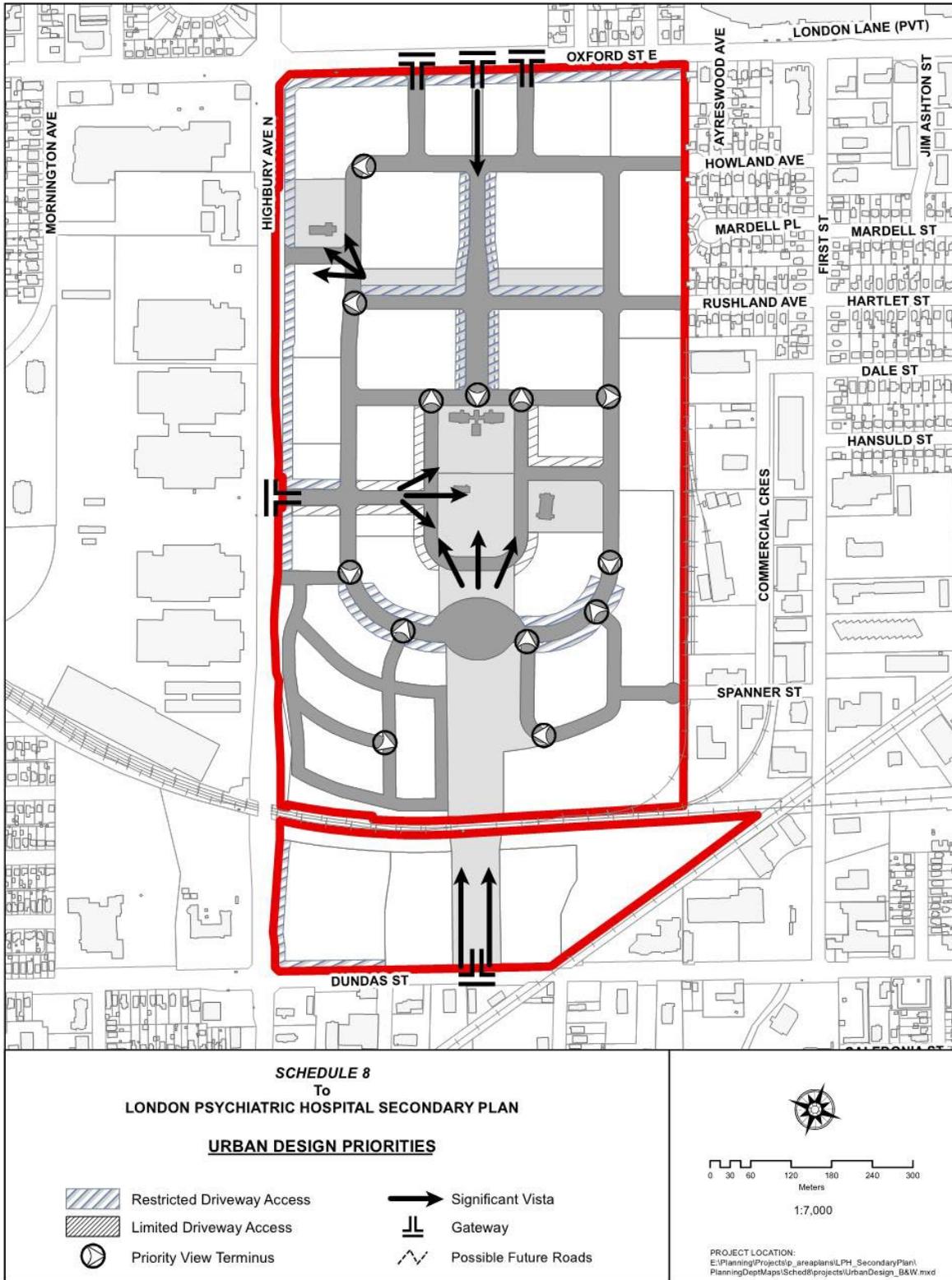
Schedule 6: Pedestrian and Cycling Network



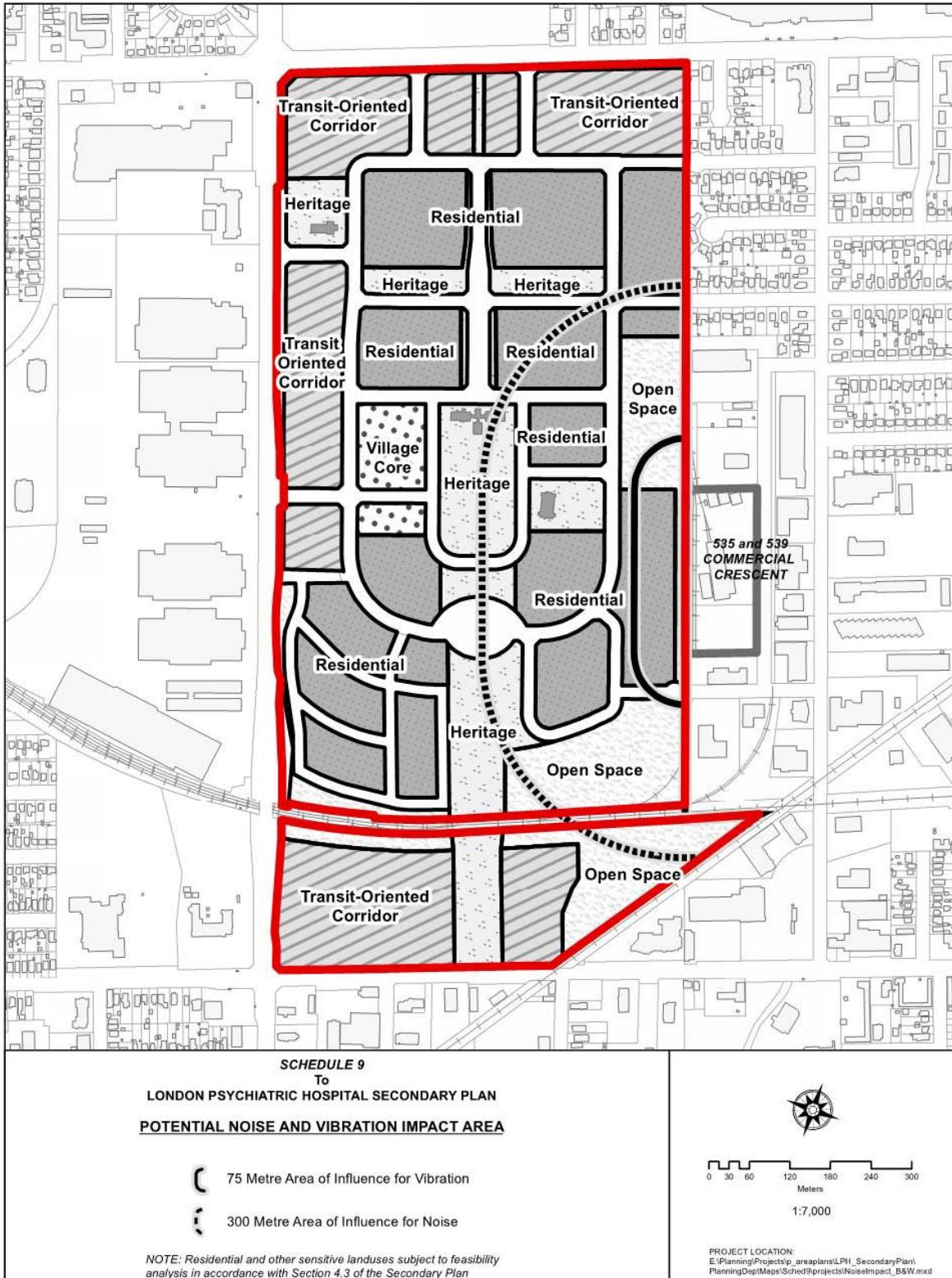
## Schedule 7: Cultural Heritage Framework



Schedule 8: Urban Design Priorities



Schedule 9: Potential Noise and Vibration Impact Area



Bill No. 241  
2022

By-law No. C.P.-

A by-law to exempt from Part-Lot Control, lands located at 890 Upperpoint Avenue, legally described as Block 141 in Registered Plan 33M-754 and Block 42 in Registered Plan 33M-810.

WHEREAS pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, as amended, and pursuant to the request from Sifton Properties Limited, it is expedient to exempt lands located at 890 Upperpoint Avenue, legally described as Block 141 in Registered Plan 33M-754 and Block 42 in Registered Plan 33M-810, from Part Lot Control;

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

1. Block 141 in Registered Plan 33M-754 and Block 42 in Registered Plan 33M-810, located at 890 Upperpoint Avenue, north of Fountain Grass Drive are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c.P.13, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit single detached dwellings in conformity with the Residential R1 (R1-4) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

Bill No. 242  
2022

By-law No. CPOL.-68( )-\_\_

A by-law to amend By-law No. CPOL.-68-300 being "Issuance of Technology Equipment to Council Members" to delete Schedule "A" and replace it with a new Schedule "A".

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-68-300 being "Issuance of Technology Equipment to Council Members" to update the policy for the next term of Council;

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

1. By-law No. CPOL.-68-300 being "Issuance of Technology Equipment to Council Members" is hereby amended by deleting Schedule "A" to CPOL.-68-300 in its entirety and by replacing it with the attached new Schedule "A".
2. This by-law comes into force and effect on the date it is passed.

PASSED in Open Council on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

## SCHEDULE "A"

**Policy Name:** Issuance of Technology Equipment to Council Members

**Legislative History:** Enacted August 22, 2017 (By-law No. CPOL.-68-300); Amended July 24, 2018 (By-law No. CPOL.-68(a)-370)

**Last Review Date:** June 14, 2022

**Service Area Lead:** City Clerk

### 1. Policy Statement

- 1.1 This policy establishes the corporate standard for technology equipment and software for Council Members.

### 2. Definitions

- 2.1 Not applicable.

### 3. Applicability

- 3.1 This policy applies to all Council Members.

### 4. The Policy

#### 4.1 Standard Equipment and Software Guidelines

Corporate standard technology equipment and software for Council Members shall be established by the City Clerk, in consultation with Information Technology Services.

The corporate standard for technology equipment and software for Council Members shall be reviewed by the City Clerk, in consultation with Information Technology Services, for appropriateness prior to the acquisition of technology equipment and software for Council Members for a new Council term.

#### 4.2 Equipment Issuance and Options

Council Members shall be issued the following for the 2022-2026 Council term:

- (a) one corporate standard laptop, including one each of the associated corporate standard docking station, monitor, carrying case, keyboard, mouse and wired headset for the laptop;  
OR  
a one-time allowance/reimbursement, not to exceed \$1800.00, to the Council Member to purchase their own equipment. The claim for reimbursement must be submitted to the City Clerk, prior to December 31st of the election year. Members who choose to exercise this option will be required to sign an acknowledgement noting that Information Technology Services staff will not be available to provide technical support for any self-purchased equipment, or peripherals;
- (b) one corporate standard tablet and protective case;
- (c) one standard printer (HP Wireless);  
OR  
a one-time allowance/reimbursement, not to exceed \$500.00 to the Council Member to self-procure. Council Members will be required to sign an acknowledgement noting that the printer will not be supported by Information Technology Services. The claim for reimbursement must be submitted to the City Clerk, prior to December 31st of the election year;
- (d) corporate standard software license for Microsoft 365, including Microsoft Office and access provided to any other software identified as essential to the business of the City of London by the City Clerk, in consultation with Information Technology Services (e.g. electronic agenda management software), but

excluding specialized corporate software that would not be accessible by the general public (e.g. AMANDA, Kronos, JD Edwards, etc.), and;

- (e) one corporate standard mobile device and protective case.

#### 4.3 Supply of Equipment

Council Members will be required to indicate preferences by a date established by the City Clerk, in order to ensure that any equipment is available at the beginning of the term.

Members may “opt out” of any of the provisions of corporate equipment entirely, but are not able to “opt in” at any future point in the term. Should a Council Member choose to “opt out”, and later desire equipment, it would need to be purchased through their Councillor expense account and be subject to the terms of that policy.

#### 4.4 Supplementary Computer Equipment

Council Members may, at their discretion, utilize funds from their annual expense allocation to supplement the standard corporate issue of computer equipment, in keeping with applicable policies (e.g. Corporate Use of Technology Policy)

#### 4.5 Technical Support

The Corporation of the City of London, through Information Technology Services, shall only provide support to corporately-issued equipment issued/purchased during the current term of Council. Information and Technology Services will not provide technical support to any personal equipment or systems, any equipment or service provided by a third party (e.g. WiFi connection provided by internet service provider), or any supplementary equipment that may have been purchased by funds from a Council Member’s annual expense allocation. Council Members shall be fully responsible for any costs associated with the use and maintenance of supplementary computer equipment or software they have opted to purchase outside the standard equipment and software guidelines provided for in this Policy.

Information Technology Services shall assist with the initial set up of the corporately-issued wireless printer at a Council Member’s home office. However, the Council Member shall be responsible for ensuring their home office WiFi connection is in working order so that the set up can be completed. The Council Member must be present during the initial set up and able to enter the appropriate password to complete the connection to the wireless printer.

#### 4.6 Computer Equipment for Privately-Contracted Assistance

Any additional computer equipment required for individuals privately contracted by a Council Member shall be provided by the Council Member and will not be provided by The Corporation of the City of London via a corporate purchase or loan arrangement. For security and support reasons, no equipment other than the equipment issued to the Council Member by The Corporation of the City of London, during the current Council term, will be connected to the City of London’s network and supported by corporate resources.

#### 4.7 Corporate Records and Corporately-Licensed Software

Any corporate records or corporately-licensed software maintained on the standard computer equipment issued to the Council Members by The Corporation of the City of London shall be returned to and remain in the custody of The Corporation of the City of London during and at the conclusion of each Council term. In those instances where a Council Member is returning to office for a subsequent Council term, the Council Member may request to have their corporate records transferred to their new computer equipment. In any event, all corporate records shall, at all times, be maintained in keeping with legislated requirements (e.g. *Municipal Freedom of Information and Protection of Privacy Act*, *Records Retention By-law*, etc.).

#### 4.8 Computer Usage – General

Computer usage for corporate purposes shall be in keeping with the City of London's Use of Technology Administrative Procedure. No Council Member, their corporately-assigned staff, or their contracted assistant, shall use the technology made available to them by The Corporation of the City of London in a manner which compromises the security of the City of London's systems or information.

#### 4.9 Acquisition and Disposition of Corporately-Issued Computer Equipment and Software for Council Members

- (a) The City Clerk shall establish a purchase plan for the supply and replacement of standard computer equipment and software for Council Members at the commencement of each Council term, in liaison with Information Technology Services.
- (b) The City Clerk shall include a budget item for the acquisition of the standard computer equipment and software noted in (a), above, for incoming Council Members.
- (c) The City Clerk, in liaison with Information Technology Services, shall establish the corporate standard for computer equipment and software for Council Members in sufficient time for that computer equipment and software to be acquired for the commencement of the new Council term.
- (d) Information Technology Services shall arrange for the on site, and where applicable off site, installation of the standard corporate-issue computer equipment and software, as well as the related training and support, in liaison with the Council Members and/or their corporate support staff.
- (e) At the conclusion of a Council term, Council Members serving that Council term shall retain the standard computer equipment they were issued at the commencement of that Council term, to do with as they wish and/or dispose of on their own, in keeping with any applicable Canada Revenue Agency or other legislative requirements. The license provided for Microsoft Office will be deactivated at the end of the term and used to support the next term of Council Members. All access to the corporate network shall be fully terminated and the hardware removed from the Corporation's domain, with no further technical support being provided by the Corporation's Information Technology Services.

Bill No. 243  
2022

By-law No. L.-131(\_\_)-\_\_

A by-law to amend By-law No. L.-131-16, as amended, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”.

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, as amended, 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 the attached “Short-term Accommodation” as a new Schedule \_\_\_ 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
4. 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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

**Schedule \_\_\_\_\_**  
**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.

Bill No. 244

By-law No. S.-\_\_\_\_\_

A by-law to stop up and close the east stub of Upper Canada Crossing north of Raleigh Boulevard.

WHEREAS it is expedient to stop up and close the east stub of Upper Canada Crossing north of Raleigh Boulevard on Plan 33M-624 in the City of London;

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

1. Upper Canada Crossing shall be stopped up and forever closed and cease to be and form public highway:

“Upper Canada Crossing abutting Lots 24 & 25 on Plan 33M-624 in the City of London and County of Middlesex.”

2. The lands comprising the said street hereby stopped up and closed shall continue to be vested in the Corporation of the City of London to be dealt with from time to time as the Council of the Corporation may see fit and deem proper.

3. This By-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

Bill No. 245  
2022

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Colonel Talbot Road north and south of Highway 402)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Colonel Talbot Road north and south of Highway 402, namely:

Part of the original road allowance between Lots 66 and 67 East of the North Branch of the Talbot Road and Lots 66 and 67 West of the North Branch of the Talbot Road, Part of Lots 66 and 67 East of the North Branch of the Talbot Road and Part of Lots 66 and 67 West of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20217; and

Part of Lots 66 and 67, West of the North Branch of the Talbot Road in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-20217; and

Part of Lot 66, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-20217; and

Part of the original road allowance between Lots 65 and 66 East of the North Branch of the Talbot Road, and Part of Lot 65 East of the North Branch of the Talbot Road in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 4 on Reference Plan 33R-20217; and

Part of the original road allowance between Lot 65, East of the North Branch of the Talbot Road and Lot 65 West of the North Branch of the Talbot Road, Part of the original road allowance between Lots 65 and 66, East of the North Branch of the Talbot Road, Part of the original road allowance between Lots 65 and 66, West of the North Branch of the Talbot Road, Part of Lot 65 East of the North Branch of the Talbot Road, and Part of Lot 65, West of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 5 on Reference Plan 33R-20217; and

Part of the original road allowance between Lots 65 and 66 West of the North Branch of the Talbot Road, and Part of Lot 65, West of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 6 on Reference Plan 33R-20217; and

Part of Lot 65, East of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 7 on Reference Plan 33R-20217.

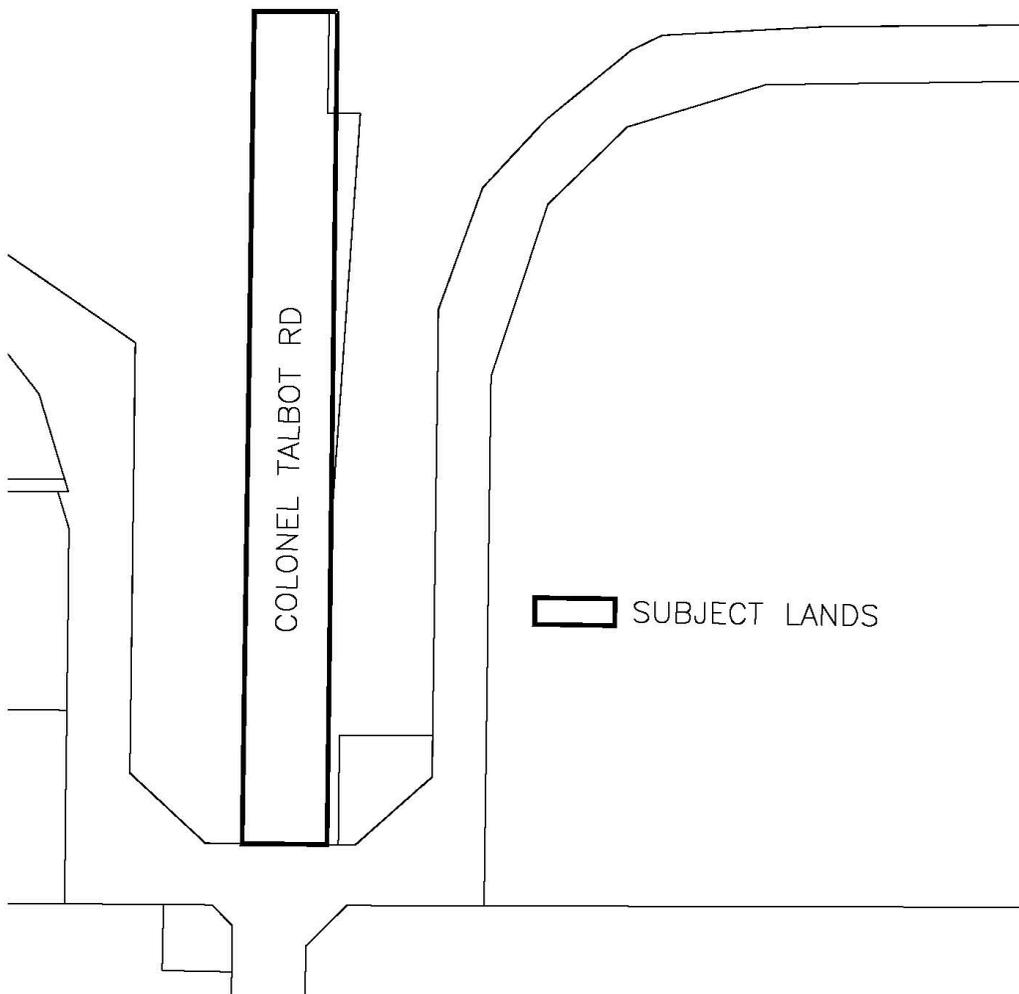
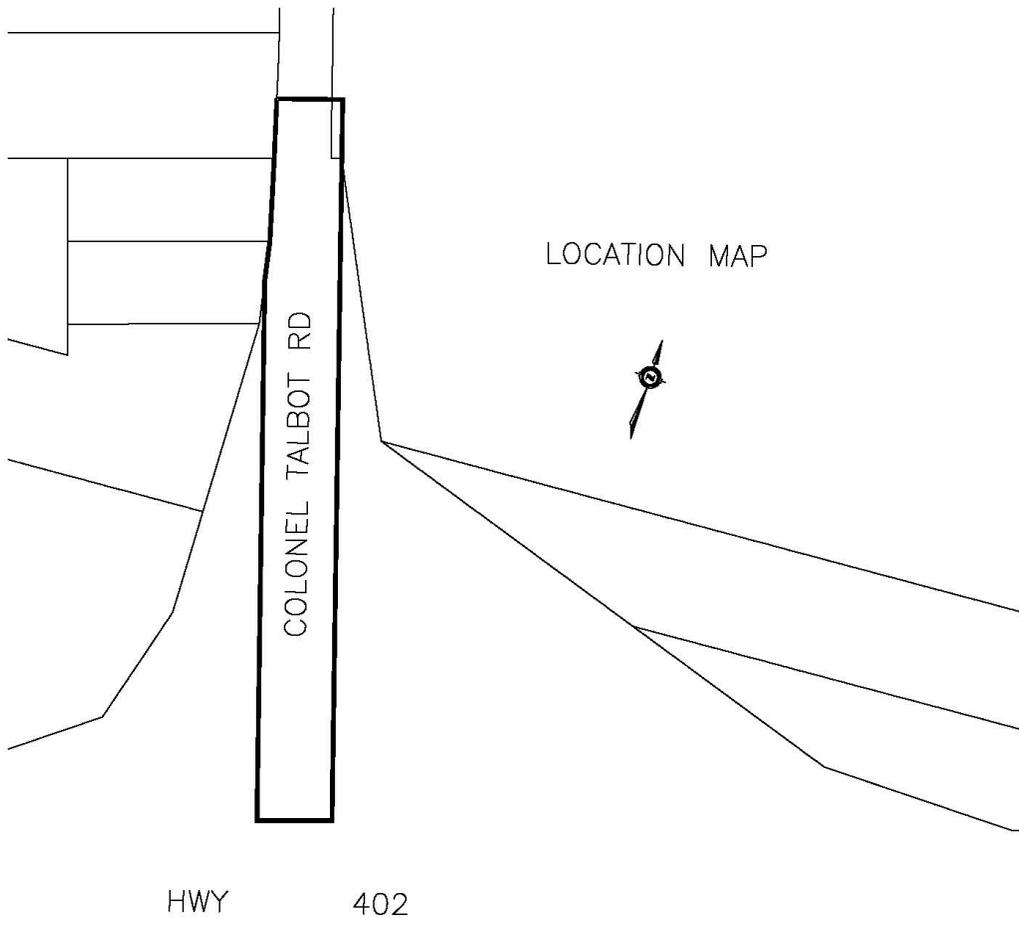
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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



Bill No. 246  
2022

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Queens Avenue west of Adelaide Street North)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Queens Avenue west of Adelaide Street North, namely:

“Part of Lots 7 and 18 on Registered Plan 210(E), in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-19485.”

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

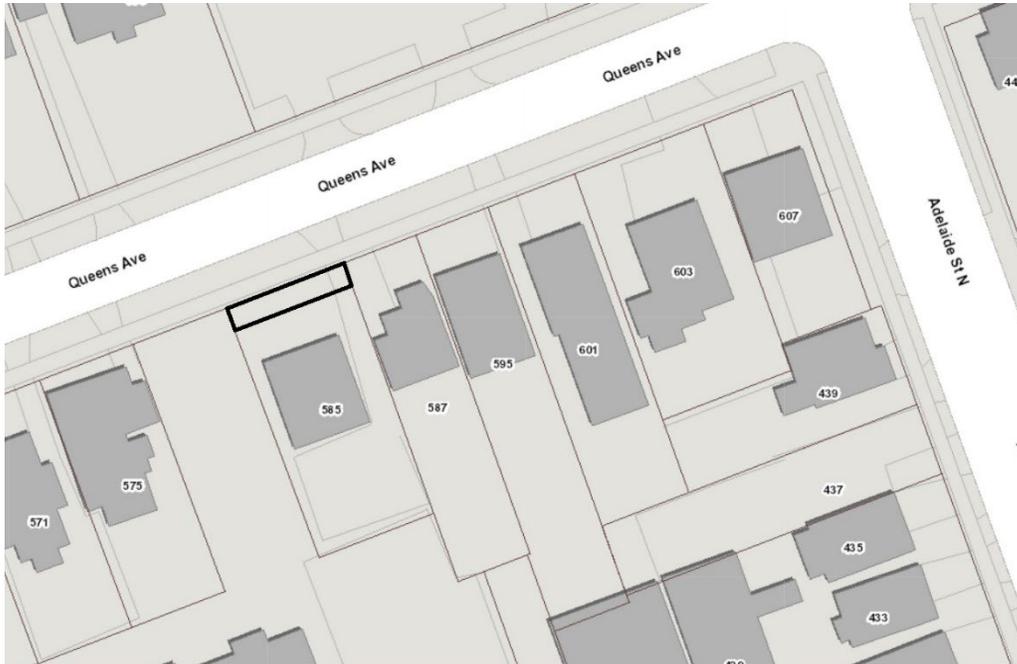
PASSED in Open Council on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

# LOCATION MAP



 SUBJECT LANDS

Bill No. 247  
2022

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Richmond Street south of Kent Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Richmond Street south of Kent Street, namely:

“Part of the Lane on Registered Plan 196(W), in the City of London and County of Middlesex, designated as Part 4 on Reference Plan 33R-20366.”

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

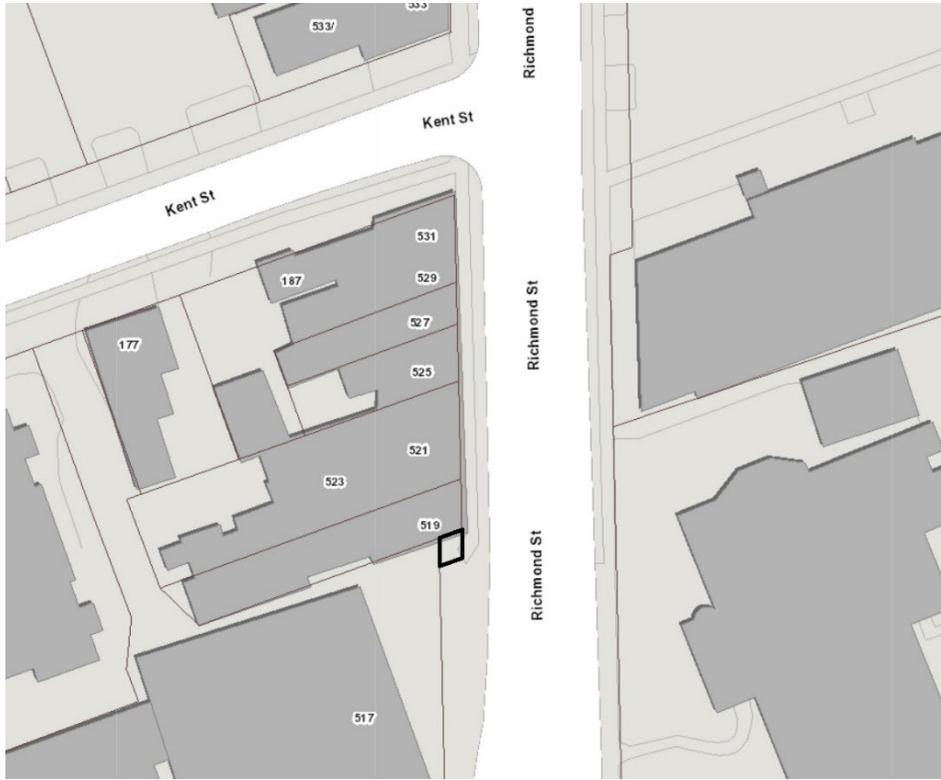
PASSED in Open Council on June 14, 2022.

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

# LOCATION MAP



 SUBJECT LANDS

Bill No. 248  
2022

By-law No. S.-\_\_\_\_-\_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Commissioners Road West, west of Halls Mill Road)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Commissioners Road West, west of Halls Mill Road, namely:

Part of Lots 112 and 130, Registrar's Compiled Plan No. 563 in the City of London and County Middlesex, designated as Part 1 on Reference Plan 33R-19858;

and

Part of Lots 112 and 130, Registrar's Compiled Plan No. 563 in the City of London and County Middlesex, designated as Part 2 on Reference Plan 33R-19858;

and

Part of Lot 112, Registrar's Compiled Plan No. 563 in the City of London and County Middlesex, designated as Part 3 on Reference Plan 33R-19858;

and

Part of Lot 111, Registrar's Compiled Plan No. 563 in the City of London and County Middlesex, designated as Part 4 on Reference Plan 33R-19858

2. This by-law comes 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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

LOCATION MAP



 SUBJECT LANDS

MN1355

COMMISSIONERS ROAD WEST

Bill No. 249  
2022

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Highbury Avenue North, north of Wilton Avenue)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Highbury Avenue North, north of Wilton Avenue, namely:

“Part of Lot 71, Registered Plan No. 413 in the City of London and County Middlesex”; and

“Part of Lot 71, Registered Plan No. 413 in the City of London and County Middlesex designated as Part 2 on Reference Plan 33R-20354.”

2. This by-law comes 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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

# LOCATION MAP



 SUBJECT LANDS

Bill No. 250  
2022

By-law No. W.- \_\_\_\_\_ - \_\_\_\_

A by-law to authorize the Colonel Talbot Road  
2 Lane Upgrade (Project TS1329)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “Colonel Talbot Road 2 Lane Upgrade (Project TS1329)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$221,471.00
3. This by-law comes 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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

Bill No. 251  
2022

By-law No. W.- \_\_\_\_\_ - \_\_\_\_

A by-law to authorize the SWM Facility –  
London Psychiatric Hospital (LPH) (Project  
ESSWM-LPH)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. The “SWM Facility – London Psychiatric Hospital (LPH) (Project ESSWM-LPH)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$2,000,000.00
3. This by-law comes 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 – June 14, 2022  
Second Reading – June 14, 2022  
Third Reading – June 14, 2022

Bill No. 252  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3195 White Oak Road.

WHEREAS Econ Consultant Ltd. has applied to remove the holding provision from the zoning for the lands located at 3195 White Oak Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 3195 White Oak Road, as shown on the attached map, comprising part of Key Map No. 111 to remove the h-94 holding provision so that the zoning of the lands as a Residential R1 Special Provision (R1-3(21)) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

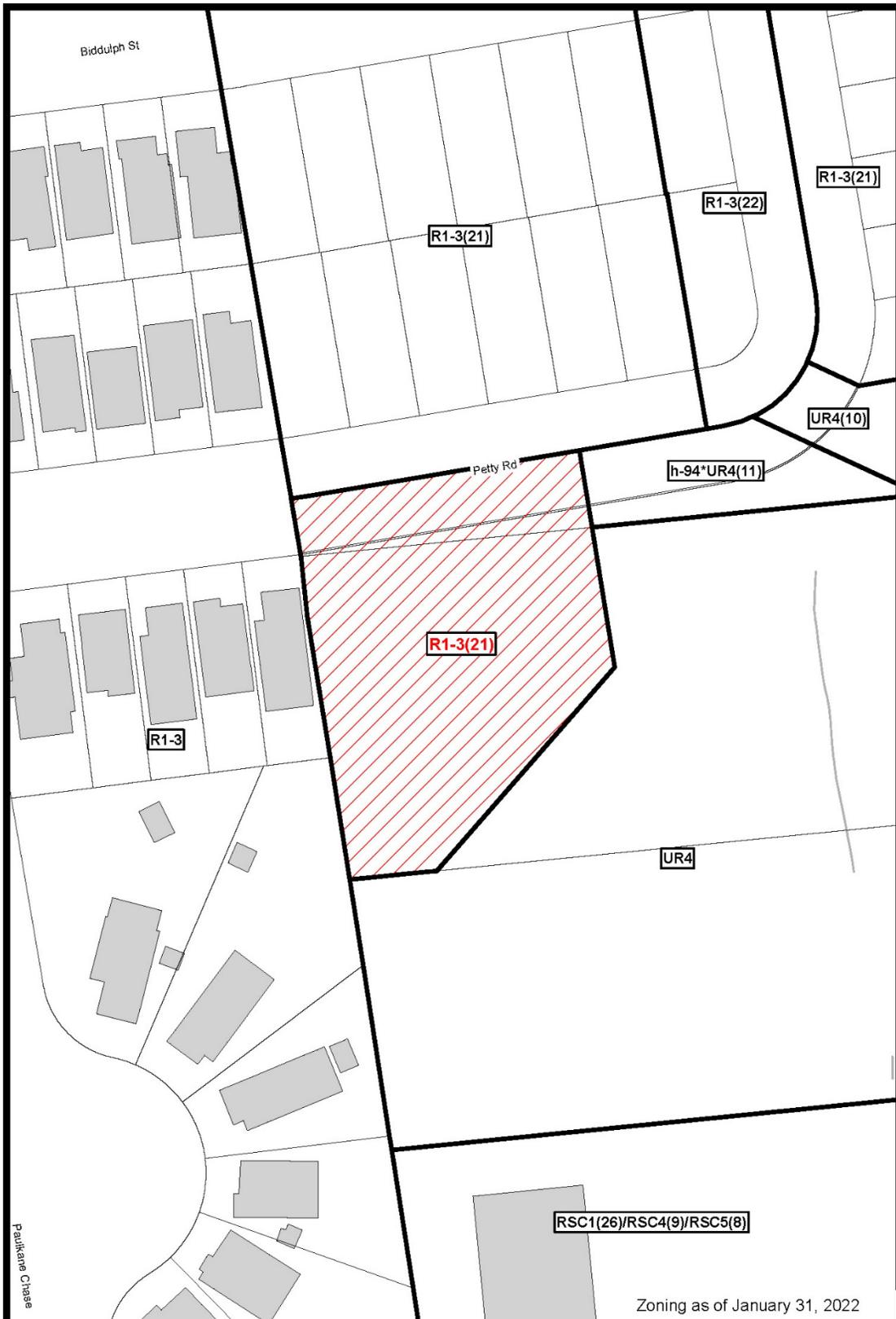
PASSED in Open Council on June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

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



<p><b>File Number:</b> H-9471  <b>Planner:</b> SM  <b>Date Prepared:</b> 2022/02/16  <b>Technician:</b> RC  <b>By-Law No:</b> Z.-1-</p>	<p><b>SUBJECT SITE</b> </p> <p><b>1:800</b></p> <p>0 4 8 16 24 32 Meters </p>
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Geodatabase

Bill No. 253  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to change a definition which would apply City-wide.

WHEREAS the City of London has initiated a Zoning By-law review as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Section 2 (Definitions) is amended by deleting clause “b)” of the existing “Park” definition and replacing it with the following new clause:
  - b) “PUBLIC PARK” means a park owned or controlled by a public authority. In addition to the permitted uses of a “Park,” Public parks may also be used for special events and the selling refreshments or other merchandise to the public, subject to being authorized under by the City of London Parks and Recreation Area By-law (PR-2).

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

PASSED in Open Council on June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

Bill No. 254  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 537 Crestwood Drive.

WHEREAS Middlesex Vacant Land Condominium 816 has applied to rezone an area of land located at 537 Crestwood Drive, as shown on the map attached to this by-law, as set out below;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 537 Crestwood Drive, as shown on the attached map comprising part of Key Map No. A106, from an Urban Reserve (UR1) Zone to a Holding Residential R6 Special Provision (h-\_\_\*R6-2(\_\_)) Zone;.
- 2) Section Number 10.4 of the Residential R6 (R6-2) Zone is amended by adding the following Special Provisions:

R6-2(\_\_) 537 Crestwood Drive

a) Regulations

Single Detached Dwelling

- |      |                                      |             |
|------|--------------------------------------|-------------|
| i)   | Lot Frontage<br>(Minimum)            | 10.0 metres |
| ii)  | Rear Yard<br>(Minimum)               | 3.73 metres |
| iii) | East Interior Side Yard<br>(Minimum) | 1.2 metres  |
| iv)  | Height<br>(Maximum)                  | 1-storey    |
| v)   | Landscape Open Space<br>(Minimum)    | 42%         |

Accessory Building

- |       |                                       |             |
|-------|---------------------------------------|-------------|
| vi)   | Height<br>(Maximum)                   | 7.0 metres  |
| vii)  | Rear Yard<br>(Minimum)                | 1.2 metres  |
| viii) | South Interior Side Yard<br>(Minimum) | 1.20 metres |

- 3) Section Number 3.8 2) of the Holding "h" Zones section is amended by adding the following Holding Zone:

h-\_\_ 537 Crestwood Drive

Purpose:

To ensure there will be no conflicts between the existing aggregate resource extraction use and the proposed residential uses, the h- shall not be deleted until a geotechnical/slope stability study is prepared which confirms the Erosion Hazard Limit and addresses potential erosion hazards based on the proposed development, layout and site grading, to the satisfaction of the City of London, the report shall be submitted only at

such time as all active pit licenses have been surrendered and a rehabilitation plan and site restoration plan have been completed for the adjacent aggregate resource extraction area.

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

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

PASSED in Open Council on June 14, 2022

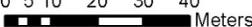
Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

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



<p>File Number: Z-9333                  Planner: AR                  Date Prepared: 2022/05/17                  Technician: RC                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,250</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 255  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 258 Richmond Street

WHEREAS Siv-ik Planning and Design. has applied to rezone an area of land located at 258 Richmond Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable the lands located at 258 Richmond Street, as shown on the attached map comprising part of Key Map No. A107, from a Restricted Service Commercial (RSC2/RSC3/RSC4) Zone to a Holding Business District Commercial Special Provision (h-\_\*BDC(\_)) Zone.
- 2) Section Number 3.8 2) of the Holding "h" Zones section is amended by adding the following Holding Zone:

h-\_\_ 258 Richmond Street

Purpose: To prevent or minimize possible adverse effects on sensitive land uses created by the Canadian Nation Railway (Main Line), a noise analysis shall be carried out at the time of a change of use permit by a qualified professional and submitted to the City. Any recommendations contained therein for mitigation measures shall be implemented to the satisfaction of the Site Plan Approval Authority, prior to the removal of the "h-\_\_" symbol.

Permitted Interim Uses: Uses permitted in the BDC Zone other than residential

- 3) Section Number 25.4 of the Business District Commercial (BDC) is amended by adding the following Special Provision:

BDC( ) 258 Richmond Street

a) Additional Permitted Uses:

i) Hotels and Assembly Halls

b) Regulations:

- |  |  |
|--|--|
| i) Lot Frontage (m)<br>(minimum)   | 5.6 metres   |
| ii) Lot Coverage (maximum)   | 85%  |
| iii) Off-Street Parking<br>(minimum) - Existing as of the<br>date of the passing of this By-law<br>for all permitted uses within<br>the existing Gross Floor Area<br>of the building | No additional parking<br>spaces shall be required<br>for conversions and/or<br>changes of use within the<br>existing floor area<br>provided that the number<br>of parking spaces which<br>existed on the effective<br>date of this By-law shall<br>continue to be provided |

and maintained. Where an addition to, or expansion of, the existing building is proposed the parking requirements of Zoning By-Law shall only

iv) Bicycle Parking  
(minimum)

No bicycle parking requirements shall apply to the conversion of existing buildings for residential or non-residential uses

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

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

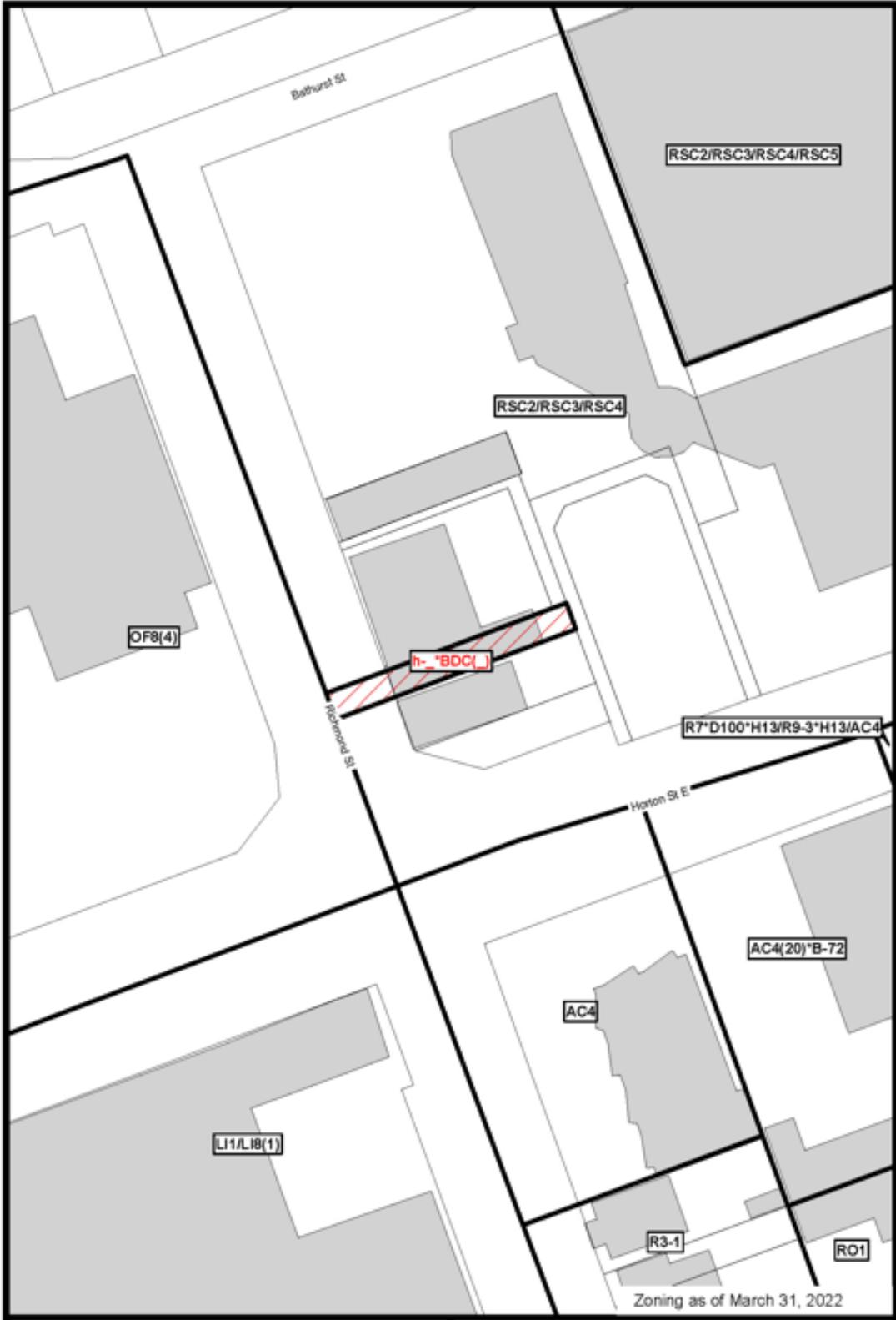
PASSED in Open Council on June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

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



File Number: Z-9465  
Planner: AS  
Date Prepared: 2022/04/25  
Technician: rc  
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geotitles

Bill No. 256  
2022

By-law No. Z.-1-22

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1503 Hyde Park Road.

WHEREAS 2575707 Ontario Corp. (c/o Business Network Associates) has applied to rezone an area of land located at 1503 Hyde Park Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1503 Hyde Park Road, as shown on the attached map comprising part of Key Map No. A101, from a holding Business District Commercial (h-91\*BDC1/BDC2) Zone to a holding Business District Commercial Special Provision (h-91\*BDC1(\_)/BDC2) Zone. Section 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following Special Provisions:

BDC1(\_) 1503 Hyde Park Road

a) Regulations:

Parking Standard for Apartment Buildings (Minimum)	1 space per unit
Parking Standard (Minimum)	1 per 25 square metres
Density (Maximum)	150 units per hectare
Height (Maximum)	8-storeys or 27.5 metres
Rear and Interior Side Yard Depth (Minimum)	1.0 metre per 1.0 metre of main building height, measured from the lot line abutting a residential zone
Front Yard Setback (1st and 2nd storeys)	1.0m (min) 2.0m (max)
Step-backs	Step back for the 3rd to 6th storeys (min): 2.0 metres plus the setback established for the 1st and 2nd storeys.  Step back for the 7th and 8th storeys (min): 4.0 metres plus the setback established for the 1st and 2nd storeys.  Balconies may be permitted to project 2.1m into the required 7 and 8 storey setbacks.

The primary entrance for the residential uses shall be designated and oriented towards Hyde Park Road;

The minimum width of the ground floor façade facing the front lot line shall be greater than or equal to 75% of the measurement of the front lot front line.

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

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

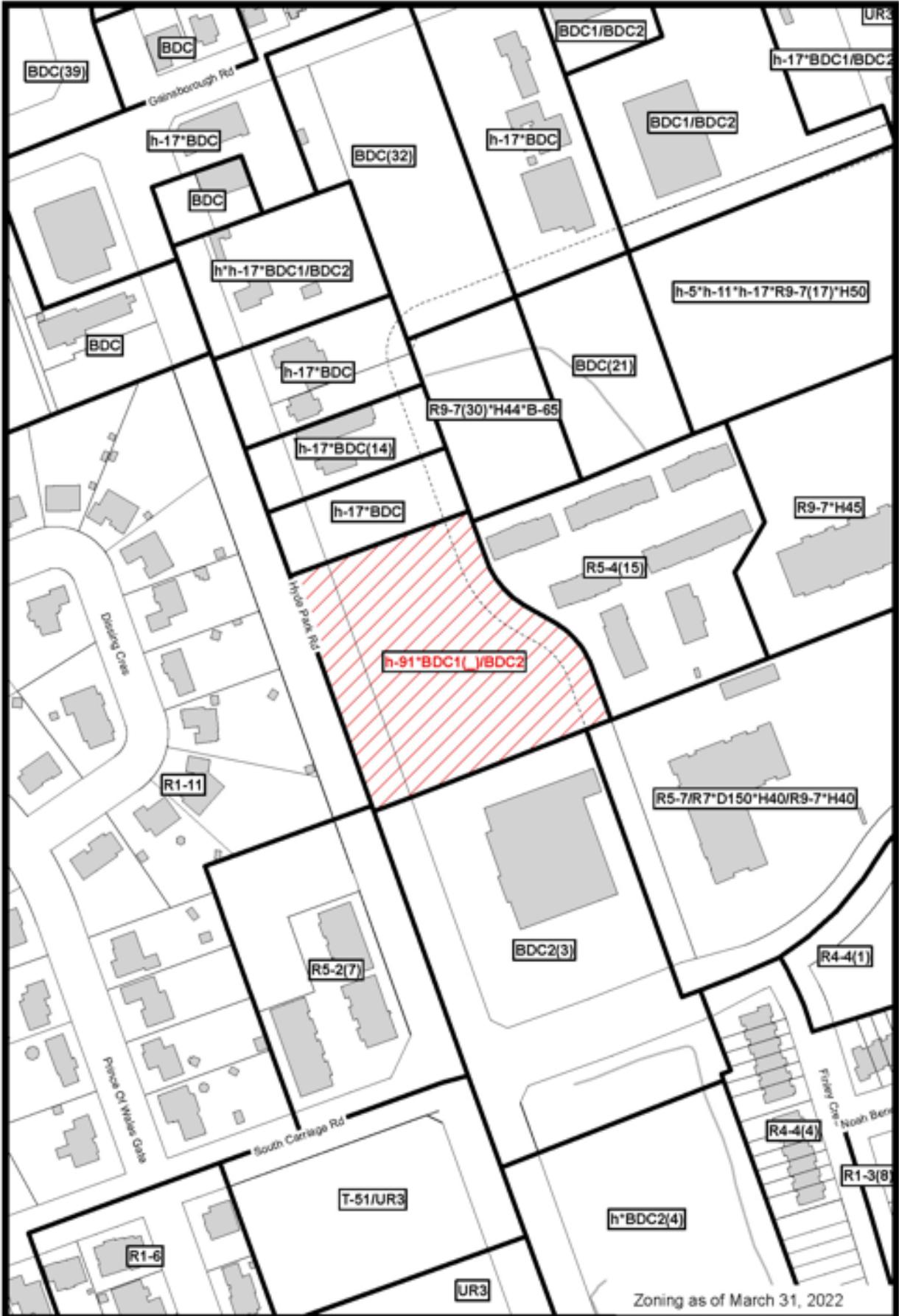
PASSED in Open Council on June 14, 2022

Ed Holder  
Mayor

Michael Schulthess  
City Clerk

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

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



File Number: Z-9425

Planner: AS

Date Prepared: 2022/04/25

Technician: ZZ

By-Law No: Z.-1-

SUBJECT SITE 

1:2,127

0 10 20 40 60 80 Meters

