

Bill No. 339
2024

By-law No. A-

A by-law to authorize the property management agreement for 345 Sylvan Street between The Corporation of the City of London and London Middlesex & Community Housing Inc. and to authorize the Mayor and the City Clerk to execute same

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;

AND WHEREAS section 13 of the *Housing Services Act*, 2011 provides that a service manager may establish, administer and fund housing and homelessness programs and services and may provide housing directly;

AND WHEREAS The Corporation of the City of London developed a building at 345 Sylvan Street for the purposes of providing affordable housing;

AND WHEREAS The Corporation of the City of London wishes to enter into an agreement with London & Middlesex Community Housing Inc. for the operation of the affordable housing at 345 Sylvan Street;

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

1. The property management agreement between The Corporation of the City of London and London & Middlesex Community Housing Inc. for the operation of 345 Sylvan Street (the "Agreement") attached as Schedule 1 to this bylaw is hereby authorized and approved.
2. The Mayor and Clerk are authorized to execute the Agreement authorized and approved under section 1 of this bylaw.
3. The Deputy City Manager, Planning and Economic Development is authorized to approve and execute amending agreements to the Agreement approved under section 1 of this bylaw provided that no additional funding is required.
3. This by-law comes into effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on October 15, 2024 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – October 15, 2024
Second Reading – October 15, 2024
Third Reading – October 15, 2024

SCHEDULE 1

PROPERTY MANAGEMENT SERVICES CONTRACT

This contract made the ____ day of October, 2024.

BETWEEN:

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

- and -

LONDON & MIDDLESEX COMMUNITY HOUSING INC.
(hereinafter called the "Property Manager" or "LMCH")

WHEREAS:

- A. The City is the registered owner of the three-storey, 42-unit, affordable housing apartment building located on lands known municipally as 345 Sylvan Street, London, Ontario, as described in Schedule "A" (hereinafter referred to as "the Premises");
- B. The City is responsible for the administration and development of activities for capital development within the Rental Housing Component of the Ontario Transfer Payment Agreement for the Ontario Priorities Housing Initiatives between the City and the Ministry of Municipal Affairs and Housing, as approved under By-law A-8423-286;
- C. The City is in the process of completing the construction of an affordable housing development on the Premises which shall be managed in accordance with the City's role as the owner of the property;
- D. The City agrees to retain the Property Manager and the Property Manager agrees to serve the City, as its agent, and to manage the Premises on behalf of the City in a faithful, diligent, and honest manner, subject always to the direction of the City, and in accordance with the terms of this Contract and all applicable laws, regulations or ordinances of all competent authorities having jurisdiction over the Premises; and
- E. The Property Manager agrees to accept those terms and conditions;

IN CONSIDERATION OF the mutual covenants and agreements and the subject terms and conditions contained herein, the Parties agree to the following:

1. INTERPRETATION

1.1 Definitions

In this Contract, unless the subject matter or context is inconsistent therewith:

- "Applicable Law" means all statutes, laws, regulations, ordinances, rules, codes, policies, orders, and by-laws of any authority having jurisdiction with respect to the Management Services, the Premises, the City or the Property Manager.
- "Approved Operating Budget" shall mean the operating budget approved by the City for operating expenditures for the Premises as of the date of this contract and any subsequent operating budget approved by the City during the term of this contract.
- "Business Day" means any day except Saturday, Sunday or a statutory holiday observed in Ontario, Canada.
- "City" means The Corporation of the City of London.

- “Contract” means this Property Management Services Contract and any other document expressly attached to or incorporated in this Contract.
- “Contribution Agreement” means an agreement entered into between a Successful Proponent and the City setting out the terms and conditions under which any financial assistance will be provided to the Proponent under the Ontario Priorities Housing Initiative (OPHI) Rental Housing Component.
- “Lease” means any lease, offer to lease or like agreement made by a prospective Tenant and accepted by the Property Manager as agent for the City for the use and occupancy of space in the Premises.
- “Management Fee” means the fee payable by the City to the Property Manager, as described in Section 5, for Management Services rendered in accordance with this Contract, as outlined in Section 3 and Schedules “D”, “E”, “F”, and “G”.
- “Management Services” means the scope of services outlined in Section 3 of this Contract.
- “Manager, Housing Stability Services” means the position held within the City of London with responsibility to coordinate the placement of tenants in the Premises.
- “Operating Budget” shall mean a proposed operating budget submitted by the Property Manager for approval by the City and shall include all operating expenditures for the Premises.
- “Operations Plan” shall mean the operational plan prepared by the City in consultation with all stakeholders identified in the City-Led multi-stakeholder Operations Team.
- “Operations Team” shall mean the stakeholders, organizational roles and operational oversight aligned to support the overall delivery of services related to both the building and the tenants of the Premises.
- “Owner” means who owns the legal title of the land and is registered at the Land Registry on the title deeds.
- “Parties” means the City and the Property Manager, collectively, and “Party” means either one of the Parties.
- “Premises” means the municipal affordable housing development asset and the respective residential units, as outlined in Schedule “A” of this Contract, and includes all buildings and improvements on the land, and the equipment and other assets of the City used in connection with them.
- “Tenant” means any individual or other person that has entered into or assumed a Lease for space in the Premises.
- “Term” means the term of this Contract as set out in Section 8 of this Contract.

1.2 Governing Law

This Contract shall be governed by, interpreted, and enforced in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein. Subject to Section 13.1, each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising under this Contract or related thereto.

1.3 Entire Contract

This Contract and all schedules annexed thereto constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral. There are no representations, warranties, conditions, other agreements, or acknowledgements, whether direct or collateral or express or implied, that form part of or affect the Contract or which induced any Party to enter into the Contract or on which reliance is

placed by any Party, except as specifically set forth in the Contract.

In the event of a conflict or inconsistency between the provisions of this Contract and the provisions of a Schedule, the provisions of this Contract shall prevail.

1.4 Schedules

The following Schedules are attached to and form part of this Contract (as amended or replaced from time-to-time):

Schedule "A"	Description of Premises
Schedule "B"	Management Fee
Schedule "C"	Approved Operating Budget
Schedule "D"	Management Services – Corporate Reporting
Schedule "E"	Management Services – Financial Management
Schedule "F"	Management Services – Tenant Administration
Schedule "G"	Management Services – Property Maintenance
Schedule "H"	OPHI Contribution Agreements

2. CITY'S RESPONSIBILITIES

- 2.1 The City agrees to provide governance of its municipal affordable housing portfolio with the assistance of the Operations Team, including the Municipal Housing Development, the Housing Stability Services (Housing Support Services Coordinator) service areas, and with LMCH as the Property Manager.
- 2.2 The City agrees to prepare, support, and monitor the implementation of the following over-arching strategy documents established to guide the delivery of all services related to the Premises:
- a. a tenant placement strategy
 - b. an annual operations budget forecast
- 2.3 The City agrees to establish and communicate expectations and measures related to the Property Manager's services and ensure that quarterly reporting and annual evaluations, as outlined in this Contract, are implemented.
- 2.4 The City agrees to provide the Property Manager with the following:
- a. Set of drawings providing the property and unit plans
 - b. Set of keys for the Premises, including keys/fobs for each unit
 - c. The City's approved Operations Plan
 - d. The City's Approved Operating Budget
 - e. All correspondence, newsletters/directives, and administration manuals issued to the City by the Service Manager or other governing parties relating to the administration and operation of the project.
- 2.5 The City agrees to facilitate and attend regular meetings with the Property Manager, individually, and collectively with the Operations Team which includes the Property Manager.

3. MANAGEMENT SERVICES

3.1 Scope of Management Services

In consideration of the Management Fee summarized in Section 5 and outlined in Schedule "B", and in addition to its other covenants, agreements,

duties and obligations hereunder and in alignment with the Operations Plan, the Property Manager covenants and agrees that it shall perform the following duties in connection with the Premises:

- 3.1.1 Manage the Premises on behalf of the City in a faithful, diligent and honest manner. The Property Manager agrees generally to do and perform all things desirable or necessary for the proper and efficient management of the Premises and to perform every other act in or about the Premises to carry out the intent of this Contract.
- 3.1.2 Comply promptly with all applicable restrictions and obligations, statutory, municipal, or otherwise made by any governmental authority or agency having authority therefore with respect to the Premises and imposed upon the City or for which the City may be liable at law. If the Property Manager becomes aware of any non-compliance, it will promptly notify the City in writing and advise in such notice of the actions taken to rectify any non-compliance. If, after examining the actions taken by the Property Manager, the City, in its sole discretion, determines that the actions of the Property Manager were insufficient, the Property Manager shall comply with any instructions received from the City to rectify any outstanding non-compliance.
- 3.1.3 Perform and supervise all clerical, accounting, and administrative duties in connection with managing the Premises and all direct routine maintenance, preventive maintenance, and cleaning of the Premises, as outlined in the Scope of Management Services herein and further described in Schedules "D", "E", "F", and "G".
- 3.1.4 Provide all necessary personnel to efficiently manage and operate the Premises, as would a reasonable and prudent owner of residential properties comparable in age, type, and class to the Premises. The Property Manager agrees to provide, or cause to be provided, qualified and competent personnel for operating, administering, leasing, controlling, and managing the Premises, as outlined in the Scope of Management Services herein and further described in Schedules "D", "E", "F", and "G".

The Property Manager agrees that such employees, agents, and subcontractors, as the case may be, engaged in the performance of this Contract are hired and dismissed solely by the Property Manager and shall be the employees, agents, or subcontractors of the Property Manager and not of the City. All costs, damages and/or expenses related to such hiring, dismissal, discipline and/or severance shall be the Property Manager's responsibility.
- 3.1.5 Prior to commencing employment of any individual(s) with respect to the Premises, where the compensation and related employment expenses of such individual(s) are to be charged as an operating expense that is not provided for in the Approved Operating Budget, the Property Manager shall obtain prior written approval of the City as to the estimated related expenses and proposed increases to the Operating Budget.
- 3.1.6 In accordance with the *Employment Standards Act*, as amended, be deemed the employer of every employee of the former building Management Services provider of the Premises, as applicable. The Property Manager shall indemnify and save harmless the City from and against all losses, costs, claims, expenses, penalties, obligations and/or damages suffered by the City arising from the failure of the Property Manager or any subcontractors to comply with the *Employment Standards Act*, as amended.
- 3.1.7 Cause its employees, agents, and subcontractors to, at all times, act professionally and ethically in their performance of the Management Services under this Contract, including in their dealings with the City,

its employees, and Tenants of the Premises. The Property Manager shall be responsible at all times for the conduct of all of its employees, agents and subcontractors in the carriage and performance of its duties under this Contract. The City shall have, at all times, the right to inspect the work performed by the Property Manager and its employees, agents, and subcontractors, as it deems necessary. The Property Manager shall promptly notify the City when it becomes aware of any actions or omissions on the part of such employees, agents, or subcontractors that may involve financial loss or liability to the City.

- 3.1.8 Notify the City, in writing, of any events on the Premises giving rise to injury. The Property Manager shall provide as much specificity as the City shall reasonably require, including, at a minimum, a copy of the notice or claim and a written report setting out reasonable details of the events giving rise to the injury, as soon as possible after receipt of notice of any injury occurring in, on or about the Premises or any of them, or of any claim against the City and/or the Property Manager or which involves the Premises.

The Property Manager shall take no steps (such as the admission of liability) which would operate to bar the City from obtaining the protection afforded by any policies of insurance it may hold or which would operate to prejudice the defense in any legal proceedings involving the City or the Premises, or otherwise prevent the City from protecting itself against any such claim, demand, or legal proceeding. The Property Manager agrees to cooperate fully in the defense of any claim, demand, or legal proceeding. Notwithstanding the above, the Property Manager has a duty to defend where allegations made in the pleadings, if true, are related to the Property Manager's responsibilities under this Contract.

- 3.1.9 Immediately report any change of control within the Property Manager, and any contracts and/or transactions entered into between the Property Manager with any of its subsidiaries or affiliates related to the Management Services outlined for the Premises.
- 3.1.10 The Property Manager, its employees, agents, and/or subcontractors engaged in providing all or any part of the Management Services shall adhere to and comply with the City's obligations under the Contribution Agreement(s), attached hereto as Schedule "H", to this Contract at all times and shall not undertake any action on behalf of the City that would conflict with this Schedule.
- 3.1.11 Supervise sufficient on-site management and maintenance staff in order to carry out the duties and responsibilities as contemplated and required under this Contract, at the expense of the City as outlined in the attached Schedule "G". The aforementioned on-site management and maintenance staff shall be properly qualified and shall devote their scheduled time, as approved by the City, to manage the Premises and to provide routine and extraordinary maintenance of the Premises, where and as required.

- 3.2 Subject to Section 7, the Property Manager is authorized to obtain and enter into short term contracts on behalf of the City for supplies, materials, equipment and services for and as required in the maintenance, repair and operation of the premises pursuant to the Approved Operating Budget. The Property Manager agrees that it will not enter into any contractual obligations related to the Contract which will extend beyond the end of the term of this Contract, have the effect of binding the City or create any privity of contract between the City and any subcontractor of the Property Manager without the City's written consent.

3.3 The Property Manager acknowledges having received a copy of this Contract, the Operations Plan, and relevant program guidelines and policies. The Property Manager confirms that they are familiar with these documents and agrees not to undertake any action on behalf of the City which would be in conflict of any of these documents.

3.4 Changes in Management Services

The City may, in its discretion and without invalidating this Contract, make changes to the nature of the Management Services or the scope thereof, by altering, adding, or deducting from the Management Services and residential building that comprises the Premises subject to this Contract, provided that the Management Fee and Approved Operating Budget shall be adjusted accordingly due to the increase or decrease in Management Services. For any change in the number of units managed, the Management Fee shall be adjusted on a pro-rated basis. The Property Manager shall keep and present, in such form as the City may require, an itemized accounting of all applicable and related costs and expenditures or savings in respect of any such changes, together with supporting data.

4. STATUS OF PROPERTY MANAGER

4.1 Independent Contractor

The Property Manager is and shall remain an independent contractor and not an employee of the City, and the Property Manager and its employees, representatives, agents, and subcontractors will not be entitled to any benefits which would ordinarily accrue to any employee of the City by virtue of their status as an employee. Except for the Property Manager's limited authority to act as agent of the City for certain purposes as described in this Contract, this Contract does not constitute the Parties as partners, joint venturers or agents of each other and no Party may so represent itself in this manner.

4.2 Deductions and Remittances

The Property Manager shall be solely responsible for any and all payments, deductions and remittances required to be made by law in respect of any payments received by the Property Manager for the Management Services or payments made by the Property Manager to any of its employees, representatives, agents and subcontractors, including, without limitation, any such payments, deductions or remittances in respect of Canada or Ontario pension plans, employment insurance, WSIB, income tax, health premiums, HST tax or other sales or transfer taxes.

5. MANAGEMENT FEE

5.1 The Management Fee, as described in Schedule "B", excludes HST.

5.2 The City agrees to pay the Property Manager a fixed annual Management Fee to provide for all Management Services rendered in accordance with this Contract, exclusive of the contracted services costs for on-site cleaning, maintenance personnel and other costs as outlined in Schedule "B".

5.3 The Management Fee shall be payable in equal monthly instalments, the first of which shall be made one calendar month following the commencement date of this Contract.

5.4 The City reserves the right to withhold the monthly Management Fee payments, or any part thereof, where in the opinion of the City, the Property Manager is not fulfilling or has breached the terms of this Contract.

6. SPENDING AUTHORITY

- 6.1 All payments required to be drawn on the City's bank account shall be prepared by the Property Manager and shall be executed jointly by two designated signatories of the City, one of which may be the Property Manager in accordance with the City's approval.
- 6.2 Subject to the emergency provisions herein set forth, the Property Manager shall expend no funds, undertake no work, nor engage any contractors for maintenance or capital outlay unless the same are set forth and approved in the City's annual capital budget or unless the Property Manager first obtains the prior approval of the City to the expenditure.
- 6.3 For contracts exceeding FOURTEEN THOUSAND NINE HUNDRED AND NINETY-NINE DOLLARS (\$14,999) or a consistent predetermined lesser amount, the Property Manager will ensure that a public or invitation tender (minimum three invitations) is implemented in accordance with the City's approval.
- 6.4 If a situation arises which in the opinion of the Property Manager constitutes an emergency, the Property Manager may take such steps as are required to react to and rectify such emergency and expend such funds as may be necessary. In an emergency situation, the Property Manager must use its best efforts to contact the City as soon as possible and shall provide the City promptly with a full written report outlining the emergency, the steps taken to rectify the emergency and a record of the resulting expense.

7. TERM

- 7.1 This Contract shall be for a term of five (5) years commencing on the first day of October 2024 and ending on the last day of August 2029.
- 7.2 This Contract shall be renewable for two (2) additional five (5) year terms, which may be exercised by the City upon written notice to the Property Manager, and subject to the provisions of Section 9 regarding termination.
- 7.3 The Property Manager acknowledges that the City has the right to tender for the Management Services of a succeeding property manager prior to the expiration of the Term outlined herein.

8. TERMINATION

- 8.1 Either Party may terminate this Contract by providing SIXTY (60) days written notice where the other Party has:
 - a. abandoned performance under this Contract;
 - b. become insolvent;
 - c. committed an act of bankruptcy, has been declared bankrupt, or has made an assignment in bankruptcy; and
 - d. where the Property Manager has assigned the Contract or any part thereof without prior written consent.
- 8.2 It is hereby expressly agreed that the City reserves the right to cancel and terminate this Contract without cause by giving the Property Manager SIXTY (60) days written notice of such termination. Such termination shall take effect on the last day of the month at which time accounts between the Parties shall be settled.
- 8.3 It is hereby expressly agreed that the City reserves the right to cancel and terminate this Contract with cause by giving the Property Manager THIRTY (30) days written notice of such termination. Such termination shall take

effect on the last day of the month at which time accounts between the Parties shall be settled.

- 8.4 It is hereby expressly agreed that where the Property Manager has failed to observe or perform any of the provisions of this Contract and has been given notice thereof by the City, and such breach is not remedied within THIRTY (30) days after such notice is communicated, in the event that the Property Manager fails to remedy the breach within the THIRTY (30) days, the City may carry out the Management Services the Property Manager failed to observe and/or perform, including but not limited to repair work utilizing the City resources. The Property Manager shall reimburse the City in full for the costs incurred, including legal costs for the Management Services undertaken by the City.
- 8.5 In the event of any intent to re-tender the Management Services prior to the termination of this Contract, the Property Manager shall provide prospective bidders with full and free access to the Premises for the purposes of site inspection.
- 8.6 Where the City intends to sell, lease, or in any way dispose of the Premises covered by this Contract, or any part thereof during the term of this Contract, or if the City decides at any time during the Term to demolish and redevelop the Premises or any part thereof, the City shall give the Property Manager sixty (60) days written notice of their intent. The Property Manager agrees that this Contract shall automatically terminate at the time of the sale, lease or other disposition. In the event only part of the Premises is sold, leased, redeveloped, demolished, expropriated or in any way disposed of, this Contract shall, as determined by the City in its sole discretion and such determination made in writing to the Property Manager, continue to operate with respect to the remaining portion of the Premises owned or controlled by the City with such adjustments on a pro-rated basis to the Management Fee and Approved Operating Budget due to the change in Management Services for the Premises;
- 8.7 Obligations of Property Manager Upon Termination
- 8.7.1 Upon termination of this Contract, the Property Manager shall immediately return to the City: all keys, files, invoices, books of account, leases, operating contracts, working papers, records, documents, data, equipment, computer programs/software and any other information and property which the Property Manager may have in its possession pertaining to the Premises and as well as in electronic format. The Property Manager acknowledges and agrees that these are the sole and exclusive property of the City.
- 8.7.2 Immediately after termination of this Contract, the Property Manager shall prepare, at its sole expense, a final report containing all information that would normally be submitted to the City under this Contract. The Property Manager shall cooperate fully with the City's accountants and representatives in performing any audit or investigation with respect to any period prior to and up to the date of termination of this Contract.
- 8.7.3 The Property Manager will be held legally responsible by the City for any substantial deterioration of site conditions through neglect, deliberate action or inaction, or as a result of mismanagement during the final months of this Contract.
- 8.7.4 The Property Manager shall be responsible for any outstanding invoices after the termination of this Contract, unless the invoices have been properly accrued within the limits of the Approved Operating Budget and the City is satisfied that the work contracted for was completed properly and/or materials delivered in full.

8.7.5 The remedies provided herein are in addition to the rights and remedies available to the City at law and in equity.

9. INSURANCE, CONTRACT SECURITY AND INDEMNITIES

9.1 General Liability Insurance

The Property Manager shall, at its own expense, obtain and maintain throughout the term of this Contract and provide the City with evidence of General Liability Insurance for an amount of not less than **TEN MILLION DOLLARS (\$10,000,000)** inclusive per occurrence for bodily injury and property damage, including loss of use thereof, with a deductible of not more than \$1,000.00.

The Property Manager shall ensure that the Corporation of the City of London, as the owner, is named as an additional insured under such policy.

Further, such policy must state, by endorsement or otherwise, that all insurers waive their rights of subrogation against the City, except with respect to any liability arising from an intentional or negligent act by the City.

The Property Manager shall not commence the Management Services until such time as the required evidence of insurance has been filed with and approved by the City. The Property Manager shall further provide evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

9.2 Automobile Insurance

The Property Manager shall, at its own expense, obtain and maintain throughout the term of this Contract and provide the City with evidence of automobile liability insurance for an amount not less than **TWO MILLION DOLLARS (\$2,000,000)** per occurrence on forms meeting statutory requirements covering all vehicles used in any manner in connection with the provision and performance of the Management Services.

The Property Manager shall not commence the Management Services until such time as the required evidence of insurance has been filed with and approved by the City. The Property Manager shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

9.3 Fidelity Insurance

The Property Manager shall, at its own expense, obtain and maintain throughout the term of this Contract and provide the City with evidence of a certificate of insurance that it carries a Fidelity Bond or Employee Dishonesty Insurance coverage for all staff employed by the Property Manager in an amount not less than **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** per occurrence for indemnifying the Property Manager against loss by theft, embezzlement, employee dishonesty or other fraudulent acts on the part of the Property Manager's employees who are engaged in carrying out the Management Services.

The Property Manager shall not commence the Management Services until such time as the required evidence of insurance has been filed with and approved by the City. The Property Manager shall further provide evidence of the continuance of said insurance is filed at each policy renewal date during the term of this Contract.

9.4 Contractors and Subcontractors Insurance

The Property Manager must ensure that all contractors engaged on behalf of the City and all of the Property Manager's contractors, subcontractors and consultants have the benefit of or effect and maintain equal insurance coverage as required to be affected by the Property Manager. Any deviation from this section requires the prior written consent of the City.

9.5 Indemnities

- 9.5.1 the City shall and does hereby indemnify and save harmless the Property Manager, its directors, officers, appointees, employees, representatives and agents of and from all actions, causes of action, suits, claims, costs, damages, liabilities, losses and expenses paid, suffered or incurred by the Property Manager in respect of (directly or indirectly) the physical condition of the Premises (and including, without limitation, the exercise of its powers and authority hereunder), other than those caused by the breach of this Contract by the Property Manager, or negligence of the Property Manager or by any action taken by the Property Manager outside the scope of authority set out in this Contract, and provided that the Property Manager is acting in good faith in furtherance of the City interests at all material times.
- 9.5.2 The Property Manager must ensure that all agreements with contractors engaged on behalf of the City and all agreements with Property Manager's contractors, subcontractors and consultants include an indemnification in favour of the City as set forth above.
- 9.5.3 The Property Manager agrees that it shall, at all times, indemnify, defend and save harmless the City, its directors, officers, appointees, employees, representatives and agents (other than the Property Manager) (the "Indemnitees") from and against any and all liabilities that the Indemnitees may suffer, sustain or incur, and any claims (including without limitation, legal fees incurred in defending any claim on a full indemnity basis actions, causes of actions, suits, judgements, liens, awards, damages and other proceedings) against the Indemnitees, arising out of, directly or indirectly, in whole or in part, to any act or omission by the Property Manager or any of its partners, directors, officers, appointees, employees, agents, contractors, representatives, subcontractors or volunteers in the performance of the Management Services.
- 9.5.4 The indemnities in this section shall survive the termination or the expiry of the term of this Contract.

10. CONFLICT OF INTEREST

- 10.1 The Property Manager will carry out their responsibilities without an actual, potential or perceived conflict of interest. A conflict of interest includes any circumstances where the Property Manager or any person who has the capacity to influence decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the best interests of the City. The Property Manager will disclose to the City all actual, potential or perceived conflicts of interest, and comply with any terms and conditions that the City may prescribe as a result of the disclosure.

11. CONFIDENTIALITY

- 11.1 The Property Manager agrees that all of its employees and/or agents having access, by virtue of this Contract, to materials and information regarding the individual tenants of the City shall treat same as confidential information not to be disclosed to third parties or used in any unauthorized way without the prior consent and knowledge such individual tenants of the Premises, in accordance with the *Freedom of Information and Protection of Privacy Act R.S.O. 1990, chap. F-31*, as amended.
- 11.2 The Property Manager acknowledges that, during the term of this Contract, the City may disclose to the Property Manager or the Property Manager may otherwise obtain as a result of this Contract, confidential information and/or trade secrets concerning the City, including without limitation, information of or relating to the City's finances, business, purchasing information, mailing

lists, Tenant identification and related information, employees and other information regarding or relating to the City and its undertakings (collectively “Confidential Information”).

- 11.3 The Property Manager agrees to keep confidential and will not, without the expressed written consent of the City, disclose or communicate the Confidential Information, directly or indirectly, and will not use for any purpose other than to perform its obligations under this Contract.
- 11.4 The Property Manager may only disclose the Confidential Information to the Property Manager’s employees, agents and subcontractors and its affiliates’ employees who have a need to know the Confidential Information and who agree to comply in all respects with this provision.
- 11.5 The Property Manager shall ensure that all of its employees, appointees, agents, representatives and subcontractors having access, by virtue of this Contract, to materials and information regarding the individual Tenants of the City shall treat such materials and information as personal information not to be disclosed to third parties or used in any unauthorized way, without the prior and written consent and knowledge of the individual Tenants, and the said employees, appointees, agents, representatives and subcontractors shall treat such personal information in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- 11.6 The Property Manager shall indemnify and hold harmless the City from and against any and all claims, proceedings, actions, damages, costs, expenses, losses, obligations, and liabilities whatsoever arising out of or relating to a breach of this provision by the Property Manager, its affiliates, employees, appointees, agents, representatives, or subcontractors. This term shall survive the termination or the expiry of the term of this Contract.

12. DISPUTE RESOLUTION

- 12.1 In the event that a dispute arises between the Property Manager and the City, the parties shall promptly and in a good faith manner by negotiation, use all reasonable efforts to resolve any dispute regarding the respective rights, obligations, and duties of the parties or any other matter arising out of or in connection with this Agreement. If, within one month from when the dispute first arises, the parties are unable to resolve the dispute, then the matter shall be submitted to mediation, the cost of which shall be shared equally between the parties. If the Parties are unable to agree upon a mediator within thirty (30) days, or if, having selected and met with the mediator, the Parties cannot resolve the dispute, then either Party may, by notice in writing to the other Party (the Notice to Arbitrate), direct the matter to arbitration, provided that the dispute pertains to the interpretation of the terms of this Agreement.
- 12.2 If the Parties cannot agree on the appointment of an arbitrator within 15 days of delivery of the Notice to Arbitrate, then either Party may request a court to make such selection under the Arbitration Act, 1991, 5.0. 1991, c. 17 (the Arbitration Act) as replaced or amended from time to time. The arbitration shall be conducted in accordance with the Arbitration Act as replaced or amended from time to time. The reasonable fees and expenses of the Arbitrator in hearing and determining the question or questions submitted to arbitration shall be shared equally by the Parties involved in the arbitration. The reference to the Arbitrator shall be a submission for the purposes of the Arbitration Act and the person appointed to be the Arbitrator shall be an arbitrator.

13. AUDIT

- 13.1 The Property Manager shall prepare and maintain books and records of account respecting its business with the City under this Contract.

- 13.2 Upon reasonable notice, the Property Manager shall give the City, or any person designated by the City, full and free access to the Premises, and to all books, documents, papers and records of the Property Manager that are pertinent to the operations under the terms of this Contract, and permit the City, or any person designated by the City, to examine, audit and copy any invoices, accounts, receipts, time sheets, travel statements or other records or materials relating to its business with the City under this Contract or to the payment of fees or transfer of funds.
- 13.3 Such examination or audit shall take place during ordinary business hours at a place to be agreed upon by the parties.
- 13.4 This section shall survive for a period of three (3) years after expiration or termination of this Contract.

14. GENERAL PROVISIONS

14.1 Relationship of the Parties

Nothing in this Contract shall create any partnership, joint venture, trust, or other relationship between the Parties. The relations between the Parties are entirely contractual as set out in this Contract. Neither of the Parties has the authority to bind the other or to commit it in any way, except as specifically stated in this Contract.

14.2 Amendment

No change to or modification of this Contract will be valid unless it is in writing and signed by the City and the Property Manager.

14.3 Further Assurances

The Parties to this Contract shall sign such further and other documents, cause such meetings to be held, do, and perform and cause to be done and performed such further and other acts and things as may be necessary and desirable in order to give full effect to this Contract throughout the term of this Contract.

14.4 Time is of the Essence

Time shall be of the essence of this Contract and every part thereof and no extension or variation of this Contract shall operate as a waiver of this provision. All dates or deadlines are to be strictly adhered to.

14.5 Severability

If any provision or provisions of this Contract or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such provision or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and be enforced to the fullest extent permitted by law and be independent of every other provision of this Contract.

14.6 Assignment & Subcontract

The Property Manager may not assign this Contract or any part thereof or subcontract its obligations without the prior written approval of the City. The City reserves the right to approve or reject any proposed assignment or subcontract.

14.7 Waiver

The failure by the City to insist in one or more instances upon the performance by the Property Manager of any of the terms or conditions of this Contract shall not be construed as a waiver of the City's rights to require

future performance of any such terms or conditions, and the obligations of the Property Manager with respect to such future performances shall continue in full force and effect. A waiver is binding on the City only if it is in writing.

14.8 Representatives and Notices

14.8.1 Any notice required or contemplated by any provision of this Contract shall be given in writing and shall be deemed to be validly given if delivered:

a. In the case of the Corporation of the City of London:

The Corporation of the City of London
300 Dufferin Avenue P.O. Box 5035
London, ON N6A 4L9
Email: housing@london.ca

b. In the case of the Property Manager:

London and Middlesex Community Housing
1299 Oxford Street East, Unit 5c5
London, ON N5Y 4W5
Email: care@lmch.ca

14.8.2 All communications shall be given by or to the respective Parties through the above individuals provided that representatives of each Party may be changed or substituted by notice to the other Party of the name and address of the substitute representative.

14.8.3 Notices may only be transmitted by email, regular mail, fax, or courier. Notices received outside business hours (8:30 AM to 4:30 PM) and during statutory holidays in the province where the representatives of the parties are located, will be deemed to have been received at 8:30 AM of the first business day immediately following the date on which the notice was actually received.

14.9 Enurement

This Contract and the provisions thereof shall enure to the benefit of and will be binding upon the Parties hereto and their respective successors and permitted assigns.

14.10 *Municipal Freedom of Information and Protection of Privacy Act*

The Property Manager acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and this Contract is subject to the confidentiality and disclosure obligations under MFIPPA.

14.11 Authority

Each Party stipulates that it has full authority to enter into and perform this Contract, and the person signing this Contract on behalf of the named Party is properly authorized to sign it, and each Party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective signatures by the hands of their proper signing officers authorized in that behalf.

EXECUTED ON BEHALF OF THE CORPORATION OF THE CITY OF LONDON

this _____ day of, _____, 2024.

PER:

Name: _____

Title: _____

PER:

Name: _____

Title: _____

EXECUTED ON BEHALF OF THE PROPERTY MANAGER

this _____ day of, _____, 2024.

I have the authority to bind the Property Manager

PER:

Name: _____

Title: _____

SCHEDULE "A"
DESCRIPTION OF PREMISES

Property Address: 345 Sylvan Street, London

PIN: 08363-0084

Legal Description: BLKS A & B PL 816; PT LTS 4, 5 & 13 PL 816; PT LTS 7, 8 & 10,
PL
328 AS IN 710563; S/T 710563; S/T 88083 CITY OF LONDON

Building Description: Three-storey, brick apartment building

Number of Units: Forty-two (42)

Unit Type Breakdown:

- Bachelor Units: two (2)
- One-Bedroom Units: thirty-six (36)
- Two-Bedroom Units: four (4)



SCHEDULE "B"
MANAGEMENT FEE

1. In consideration of the management and administration services provided for under this Contract, the City will compensate the Property Manager with a Management Fee in the amount of 8% of the gross Rental Income potential, plus H.S.T.
2. The Management Fee shall be paid monthly at the total monthly rate in Table A, below.
3. Included in the above fees is the following summary of services:
 - Monthly Manager's Reports
 - Monthly Financial Statements
 - Daily management of the Portfolio
 - Liaison with the Owner's accountant
 - Interior and exterior inspections by the Property Manager of the Premises
 - Representation at legal inquiries i.e. Landlord Tenant Board
 - Updates to Owner re: Legislative changes
 - Attendance at meetings with the Owner, as required
 - Participation at quarterly Operations Team meetings, as required to ensure effective delivery of all services
 - Complete annual income reviews of Rent Supplement tenants. Monitor and complete rent calculations of tenants that may have income changes throughout the year
 - Complete monthly Rent Supplement statements and submit to the City of London representative
 - Rental of units, including administrative requirements in alignment with the RTA
4. Costs not included in the above fees are the following:
 - On-Site contracted cleaning and maintenance services
 - Extraordinary reports, investigations or studies required from time to time, fee to be negotiated before commencement of such reports, investigations or studies
5. Below is a list of standard fees charged (where applicable) to the Owner over and above property management fees. The fees are in effect at the execution of the Property Management Agreement but are subject to change without notice.

Administration Disbursements:

1. Photocopying fees - \$0.20/copy
2. Postage - postage per postal rates+ \$0.10 surcharge per piece+ \$0.15 per envelope
3. Courier- per cost of courier
4. Answering service - \$1.10/minute

External Services Fees:

1. legal/Paralegal Fees:
 - a. Draft landlord Application, file at LTB, serve Notice of Hearing and Application on Tenant, complete and file Certificate of Service \$100 plus filing fee of \$190
 - b. Withdraw Application prior to or at Hearing \$50
 - c. Enforce LTB Order with Sheriff \$50 plus Sheriffs Fee
 - d. Attendance at LTB for Application \$150
2. Yardi annual license fee - \$20.00 +HST per unit= \$32.96/unit
3. Capital work project management fee schedule:

Capital Cost of Project	Project Management Fee (excluding HST)
Up to \$1,000,000	5% of capital cost of project
Greater than \$1,000,000	4% of capital cost of project

Harmonized sales tax (HST) is applicable to the project management fee

SCHEDULE "C"
APPROVED INITIAL OPERATING BUDGET – 345 SYLVAN STREET
 July 2024

Annual Revenue	Affordable	Notes
Rental Income		% below Average Market Rent
2 - Bachelor @ \$765	\$18,360	80%
36 - One bedroom @ \$952	\$411,264	80%
4 - Two Bedroom @ \$1,183	\$56,784	80%
RENT REVENUE	\$486,408	
Laundry income \$3.25/load	\$5,764	
GROSS REVENUE	\$492,172	
Vacancy Loss 3%	\$14,765	3%
NET REVENUE	\$477,407	
Annual Expenses		
	Affordable	
Administration costs	\$39,374	8% of Rental Income
Building Operating costs	\$52,297	Cleaning & Maintenance
Contracted Services	\$88,526	Misc. Contracts
Utilities (common area and unit heat)	\$36,221	
Municipal taxes	\$60,000	estimated
Insurance	\$25,000	estimated
Replacement Reserves	\$63,982	13% Gross Revenue
Mortgage/loan Payments	N/A	
Building Manager / Superintendent	\$15,000	Part Time, in addition Cleaning & Maintenance Services or in combination to replace the services
Contingency	\$50,000	12.3% Gross Revenue
Other:		
TOTAL EXPENSES	\$430,400	
Annual Surplus (Deficit)	\$47,007	

- END -

SCHEDULE "D"

MANAGEMENT SERVICES – Management Reporting

In consideration of the Management Fee summarized in Section 5 and outlined in Schedule B, and in addition to its other covenants, agreements, duties and obligations of this Contract, the Property Manager covenants and agrees that it shall perform the following Management Services related to Management Reporting:

1. Within thirty (30) Business Days following the end of each calendar quarter, in a form satisfactory to the City, acting reasonably, the following details for the Premises:
 - 1.1. A revenue and expense statement, which shall include dollar comparisons to both the quarter and year-to-date figures;
 - 1.2. A variance analysis explaining the variance to budget for each line item where the year-to-date figure exceeds the budget by greater than 5%;
 - 1.3. An aged receivables report showing rental arrears and any other outstanding payments by Tenant for all amounts outstanding;
 - 1.4. A current rent roll;
 - 1.5. A detailed report outlining the quarter and year-to-date in-unit turnover expenses as compared to the Approved Operating Budget and the latest full year estimate; and
 - 1.6. An in-unit report indicating the quarter and year-to-date amounts spent on each defined turnover unit type.
2. On a quarterly basis, or as otherwise required by the City, attend the Owner meetings to deliver quarterly reports regarding:
 - 2.1. the ongoing delivery of building and tenant services, as outlined in the Operations Plan, and any emerging issues and updates to ongoing issues of interest;
 - 2.2. the status of the Approved Operating Budget;
 - 2.3. any pertinent information and advice to assist the Owner in fulfilling corporate and legal obligations in a timely way; and
 - 2.4. to assist with planning, goal-setting and evaluation of services.
3. As applicable to each tenancy, initiate the steps required to apply Rent increases in alignment with the appropriate jurisdictional rent increase guidelines and process outlined in the RTA, and provide this information, including a roll-out schedule to apply the proposed rent increase, to the Owner for its information.
4. Undertake and prepare such extraordinary reports, investigations or studies as the City may reasonably require from time to time, at a fee to be negotiated before the commencement of such reports, investigations or studies.

- END -

SCHEDULE "E"

MANAGEMENT SERVICES – Financial Management

In consideration of the Management Fee summarized in Section 5 and outlined in Schedule B, and in addition to its other covenants, agreements, duties and obligations of this Contract, the Property Manager covenants and agrees that it shall perform the following Management Services related to Financial Management:

1. Maintain appropriate books of account records with respect to all financial operations of the Premises, which books of account shall be kept in accordance with Generally Accepted Accounting Principles and shall be acceptable in form and content to the City.
2. Open and maintain a separate capital reserve account for the Property used for holding the approved annual reserve allocation. This amount shall be contributed to on a monthly basis from the operating account, as per the Operating Budget.
3. Pay from the Property's operating account, all expenses, invoices and charges incurred in the operation of the Premises as they become due including all municipal property taxes, rates and assessments, including local improvement rates, utility charges, advertising costs, insurance premiums, heating and cooling charges, costs of repairs, maintenance, landscaping and other operating expenditures incurred in the operation of the Premises and not included in the Management Fee or otherwise provided for in this Contract.
4. Attempt to collect all rent charge payments and all other sums required to be paid by the tenant of the Premises and any other sums of any nature which may be receipts due and payable in connection with or incidental to the Premises. This includes, without limiting the generality of the foregoing any security deposits, compensation, rent charge and non-rental charge such as parking and laundry, and deposit same into the property's operating account as instructed by the City, and provide to the City such bank receipts as the City shall require.
5. Prepare for approval of the City financial reports in such format and detail as required with respect to the Premises.
6. Review and approve all expenses, record, and track expenses with respect to the Premises, and enter such data into a computer system. Original invoices shall be retained as an e-file, held by the Property Manager on behalf of the City. Upon written request by the City, copies of records shall be provided by the Property Manager within fifteen (15) Business Days.

- END -

SCHEDULE "F"

MANAGEMENT SERVICES – Tenant Administration

In consideration of the Management Fee summarized in Section 5 and outlined in Schedule B, and in addition to its other covenants, agreements, duties and obligations of this Contract, the Property Manager covenants and agrees that it shall perform the following Management Services related to Tenant Administration:

1. Receive, record and process all applications for units for rental in the City's Premises.
2. Take all reasonable steps to maintain full occupancy of the units, contained in the Premises, including filling the units in accordance with the process directed by Housing Stability Services using the approved Housing Stability Services coordinated access system. List, offer for lease and to enter into, on behalf of the City, all lease agreements, renewals of lease agreements, extensions and termination of lease agreements on such terms as are customary for dwelling units similar to the dwelling units of the Premises and in conformity with the rental policy of the City, and the RTA.
3. Issue application acceptance and rejection letters on behalf of the Owner.
4. Review and recommend market rent charges for the Premises not less frequently than once a year and present the proposed rent charges to the City.
5. Provide written notice to each tenant for any rent increase, as required by the provincial legislation, a minimum of 90 days prior to the increase date.
6. Inform the tenants on a timely manner of their obligations under the RTA.
7. Demand, sue for, enforce payment, receive and give receipts and discharges for rent charge and other monies becoming due in respect of the Premises including taking legal proceedings as the Property Manager deems appropriate to terminate any tenancies, to recover arrears of the rent and any damages and to obtain any other remedies.
8. Commence, carry on prosecute to judgment and defend all actions and other proceedings, relating to the Premises having first obtained the City's approval.
9. Settle, compound, compromise, or submit to arbitration, if applicable, all accounts, claims and disputes in respect of such rent and other monies.
10. Supervise the moving in and moving out of tenants of the premises so as to result in a minimum of disturbance to the Portfolio or inconvenience to other tenants.
11. Require the tenant to reimburse all costs of any repairs or replacements necessitated by damage of the property caused by willful or negligent conduct of the tenant or that of a person or persons who are permitted on the premises by the said tenant.
12. Maintain tenant files and terms of confidentiality thereof in accordance with the RTA and applicable legislative requirements.
13. Perform leasing functions at the Premises on behalf of the City, as follows:
 - a. Show units to prospective applicant(s) including the applicant's Housing Support Worker, if applicable, and provide information on unit features, lease requirements, Policies, Rules and Regulations, etc.;
 - b. Communicate information required of applicant(s) to complete the application and leasing process; to the applicant(s) including the applicant's Housing Support Worker if applicable.
 - c. Review Lease agreement, Policies and key tenancy requirements with applicants at time of Lease signing;
 - d. Collect the last month rent deposit and any required payments and issue receipts prior to Tenant move in;
 - e. Provide information package for tenants, including but not limited to the Lease agreement, Property Manager contact sheets, rent payment details, RTA requirements, etc.;

- f. Confirm next steps for Tenant in terms of accessing unit, picking up keys, move in details and similar; and
 - g. Use best efforts in accordance with reasonable and prudent property management industry standards and subject to the provisions of the Housing Management Services Act, 2011 as well as rules and regulations made thereunder by the Ministry of Municipal Affairs and Housing and/or the City of London as Service Manager.
14. Be familiar with all terms and conditions of the Lease and do or cause to be done all such things as are necessary to enable compliance by the City, as landlord, with all terms and conditions of the Lease.
 15. From the date of occupancy of the Tenants, establish and maintain any and all necessary correspondence with Tenants on behalf of the City, subject to the limitations imposed by or pursuant to this Contract.
 16. Give all notices and statements required to be sent to the Tenants under each Lease affecting the Premises and give all other notices necessary for the good management of the Premises.
 17. Receive complaints of Tenants and attend to such complaints, subject to the limitations imposed by or pursuant to this Contract.
 18. Take prudent action under the circumstances as identified in Schedule "H" attached hereto, in respect of the default by any Tenant of its obligations contained in such Tenant's Lease, providing the Property Manager, and Housing Stability Services, with such information or recommendations as may be required by the Manager, Housing Stability Services with respect to the actions to be taken.
 19. Take prudent action to collect rent payments and all other sums required to be paid by Tenants of the Premises and any other sums of any nature or kind which may be receipts due and payable in connection with or incidental to the Premises. This includes, without limiting the generality of the foregoing, any security deposits, compensation, and rent which the Property Manager shall deposit into a segregated bank account held by Property Manager on behalf of the City and provide such bank receipts as require. All such sums received are deemed to be held in trust and are the property of the City. The Property Manager shall reimburse the City for any loss suffered by the City by reason of the Property Manager's failure to implement and carry out banking controls.
 20. Ensure the correct rent determination for the Tenants of the Premises. The Property Manager shall reimburse the City for any revenue loss suffered by the City by reason of incorrect rent determination on the part of the Property Manager.
 21. Monitor the rental accounts of Tenants and adhere to the standard eviction protocols with respect to collection of rental arrears. Prior to initiating an eviction process, and in alignment with the Operations Plan, inform stakeholders of the City-Led operational oversight where eviction protocols are recommended to resolve Tenant related infractions associated with the Premises.
 22. Plan the timing of move-ins and move-outs of the Premises by all Tenants and supervise such activities to minimize any disturbance to and/or disruption of the normal operations of the Premises and the activities of other Tenants.
 23. Show units to prospective applicant(s) including the applicant's Housing Support Worker if applicable and provide information on unit features, lease requirements, Policies, Rules and Regulations, etc. and similar.
 24. Communicate information required of applicant(s) to complete the application and leasing process; to the applicant(s) including the applicant's Housing Support Worker if applicable.
 25. Review Lease agreement, Policies and key tenancy requirements with applicants at time of Lease signing.

- END -

SCHEDULE "G"

MANAGEMENT SERVICES – Property Maintenance

In consideration of the Management Fee summarized in Section 5 and outlined in Schedule B, and in addition to its other covenants, agreements, duties and obligations of this Contract, the Property Manager covenants and agrees that it shall perform the following Management Services related to Property Maintenance:

1. Arrange for, supervise and be responsible for the operational housekeeping and cleaning of the Premises, and maintenance of all landscaping, parking areas and pedestrian pathway, including snow removal appurtenant thereto, within the Approved Operating Budget, to the best of their ability, as would a prudent the City of a well maintained dwelling comparable in type, age, class and location of the Premises.
2. Arrange for tenders for landscaping and snow removal services of the Premises prior to entering into an agreement or contract with these service contractors. All such services shall be captured in the Approved Operating Budget established for the Premises and paid for by the Property Manager, in alignment with the terms of this Contract.
3. Subject to the authorities outlined Section 7 of this Contract, make or arrange for (whether by on-site staff or third-party contractors retained by the Property Manager under a contract permitted by this Contract), enter into and execute service agreements as agent for the City, and supervise, the making of all necessary repairs or alterations to the buildings, grounds and equipment in the Premises, including the maintenance, repair and replacement of appliances and the heating, plumbing and electrical equipment as may be deemed necessary or desirable for its efficient and lawful management or operation of the Premises, or to improve the rent ability thereof. This shall include those repairs or alterations necessary so as to comply with any and all regulations and requirements of the Police and Fire Departments or any other Municipal, Provincial or Federal authority having jurisdiction over the Premises, subject to the qualifications contained herein. A contingency allowance for such services shall be captured in the Approved Operating Budget established for the Premises. Costs for such services that may be aligned to the contingency allowance shall be managed and paid for by the Property Manager, on behalf of the Owner and reported in accordance with the terms provided in Schedule "D" of this Contract.
4. Arrange for and keep the Premises heated to a reasonable temperature and operate the heating and equipment in accordance with the City's obligations to its tenants.
5. Cause its property management staff to carry out at monthly intervals, such physical inspections of the Premises as would be undertaken by a reasonable and prudent Property Manager and ensure conformity to normal maintenance standards. Submit a report of such inspections to the City, in accordance with the terms provided in Schedule "D" of this Contract.
6. Arrange for and provide a base scope of work for unit turnovers (tenant move-outs), assistance with renovation scheduling, provide notice to Tenants, and coordinate access for Contractors to facilitate all in-unit renovations, as directed by the City, and in alignment with the Approved Operating Budget. The Property Manager shall issue payment upon receipt of invoices through the Approved Operating Budget and handle all communications with Tenants to minimize the impact of in-unit renovations on building operations during any improvement period.
7. Assist and cooperate with the City where the City conducts and effects any capital repairs and improvements to the Premises.
8. Expend no funds, undertake no works nor engage any contractors for maintenance or capital expenditure unless the same are set forth and approved in the Approved Operating Budget or unless the Property Manager obtains the prior written approval of the City.

9. Capital Maintenance and Repairs – In consideration of the Standard Capital Reserve Fund included in the Approved Operation Budget, and in addition to its other covenants, agreements, duties and obligations of this Contract, the Property Manager covenants and agrees that it shall manage and apply the capital reserve funds appropriately to ensure the efficient, effective and high standard of capital maintenance and repairs to the Premises.

- END -

SCHEDULE "H"

CONTRIBUTION AGREEMENTS

Ontario Priorities Housing Initiative
Rental Housing Component