

# AGENDA

## LONDON & MIDDLESEX COMMUNITY HOUSING (LMCH)

### Board of Directors Meeting

1299 Oxford Street East, Unit 5C5  
London, Ontario, N5Y 4W5

Thursday, November 17, 2022

5:30 PM – 6:30 PM

#### Board Members:

Phil Squire- Chair

Gary Bezaire

Tammy Brooks

Shellie Chowns

John Corboy

#### LMCH Leadership

Paul Chisholm, CEO

Andrea Mackenzie,  
Director Tenant  
Services

Phil Renaud,  
Director Property  
Services and Asset  
Management

Diana Taplashvily,  
Director Finance and  
Corporate Services

Dirk Volschenk,  
Manager Human  
Resources

Item	Pg.	Lead	Time
1. Call to Order		P. Squire	5:30
2. Recognition of Indigenous Peoples and Lands Statement		P. Squire	
3. Completion and Acceptance of Agenda		P. Squire	
4. Disclosure of Interest			5:35
5. Approval of Minutes of Previous Meetings a. Minutes from October 20, 2022, Public Minutes		P. Squire	
6. Communications		P. Squire	
7. Delegations- None			
8. Presentations- None			
9. In Camera Matters – None			
10. Consent Agenda Items: a) Staff Report 2022- 66 CEO Report b) Staff Report 2022- 67 Vacancy Management Report		P. Chisholm	5:40
11. Reports and Business  a) Staff Report 2022- 68 Q3 CMHC Report b) Staff Report 2022- 69 Q3 Capital Project Status Report c) Staff Report 2022- 70 CMHC SEED Funding Approval d) Staff Report 2022- 71 Q3 2022 Financial Results e) Staff Report 2022- 72 Q3 2022 Key Performance Indicators  Tenant Services Committee Reports for the purpose of information. Verbal update provided by Committee Chair:  I. TSC-22-16 Tenant Services Committee Chair II. TSC-22-17 Property Services Director Report III. TSC-22-18 Tenant Services Directors Report IV. TSC-22-19 Update on Introduction of HSCC Role V. TSC-22-20 Tenant Advisory Council Membership VI. TSC-22-21 Tenant Townhall Report Back		P. Renaud P. Renaud P.Chisholm D. Taplashvily D. Taplashvily	5:50
a) New Business / Enquiries		P. Squire	
b) Meeting Adjournment		P. Squire	6:30

## Recognition of Indigenous Peoples and Lands Statement

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We would like to begin by acknowledging the treaty territory of the Anishnaabeg, which is defined within the pre-confederation treaty known as the London Township Treaty of 1796. Throughout time, this region has also become the current home to the Haudenosaunee and Lenni-Lenape Nations.

## BOARD OF DIRECTORS MEETING MINUTES

October 20, 2022, at 5:30 p.m.  
 London & Middlesex Community Housing  
 Boardroom, 1299 Oxford Street East, Unit 5C5, London, Ontario, Canada

**Board Members in Attendance:**

Phillip Squire, Chair \*

Shawn Lewis \*

Shellie Chowns\*

Tammy Brooks\*

Adrian Cornelissen\*

Gary Bezaire\*

John Corboy\*

**Senior Leadership in Attendance:**

Paul Chisholm, CEO

Andrea Mackenzie, Director of Tenant Services

Phil Renaud, Director of Property Services & Asset Management

Diana Taplashvily, Director of Finance & Corporate Services

Laura Le Faive, Communications Specialist

Not in Attendance

Josh Morgan\*

\* *Virtual Attendance via Zoom*

<b>1. Call to Order</b>	P. Squire called the meeting to order at 5:30 p.m.
<b>2. Recognition of Indigenous Peoples and Lands</b>	<p>P. Squire provided the recognition address at 5:30 p.m.</p> <p><i>We would like to begin by acknowledging the treaty territory of the Anishnaabeg, which is defined within the pre-confederation treaty known as the London Township Treaty of 1796. Throughout time, this region has also become the current home to the Haudenosaunee and Lenni-Lenape Nations.</i></p>

3. Completion and Acceptance of the Agenda	Regarding the completion and acceptance of the agenda, moved S.Chowns , seconded by J.Corboy, PASSED 5:30pm all in favour ALL MEMBERS <b>AGREED</b> that the agenda <b>BE ACCEPTED</b> and <b>APPROVED</b> as presented. <b>PASSED</b> at 5:30pm
4. Disclosures of Interest	P. Squire called for conflict-of-interest declarations with respect to the agenda. No conflicts - of- interest declared at 5:31 p.m.
5. Approval of Board Meeting Minutes	Regarding the Board Meeting Minutes of September 15, 2022, J.Corboy <b>MOVED</b> , Seconded A. Cornelissen that the Minutes <b>BE ACCEPTED</b> and <b>APPROVED</b> , item <b>CARRIED</b> at <b>5:31 p.m.</b> <b>ALL In favour.</b>
6. Communications	
7. Delegations	n/a
8. Presentations	n/a
9. Consent Items  a. Staff Report 2022-60 CEO Report  b. Staff Report 2022-61 Vacancy Management Report  c. Staff Report 2022- 62 Tenant Director Resignation	<p><b>MOTION to RECEIVE</b> reports for information, <b>MOVED</b> by S.Chowns, Seconded by J.Corboy, <b>ALL in Favour</b>, <b>PASSED</b> at 5:44pm.</p> <p>P.Chishlom provided an overview of the report.</p> <ul style="list-style-type: none"> <li>- Development of the Strategic Plan and Board contribution to this process reviewed, LMCH Board will have a session scheduled to by the end of the year to discuss the Strategic Plan further.</li> <li>- Tenant Services Committee meeting package will include the Town Hall Report backs that went to Tenants.</li> </ul> <p>P.Chishlom provided overview of the report.</p> <ul style="list-style-type: none"> <li>- Discussion on tenant population and demographics reviewed.</li> <li>- The process tenants go through in order to receive supports from LMCH discussed.</li> <li>- Discussion on support model reviewed</li> </ul> <p>P.Chishlom provided overview of the report.</p>

10. In Camera	a) none
<p>11. Reports and Business</p> <p>a) <b>Staff Report 2022- 63</b> Employee Monitoring Policy</p> <p>b) <b>Staff Report 2022-64</b> Staff Report RFP 2022- R004 Snow Removal Services</p> <p>c) <b>Staff Report 2022- 65</b> 2022 / 2023 HSC Insurance Program</p>	<p>P.Chishlom provided overview of the report.</p> <ul style="list-style-type: none"> <li>- Discussion on Correspondance monitoring reviewed under the policy in accordance with MFIPPA.</li> </ul> <p><b>MOTION to RECEIVE and APPROVE</b> the Policy J.Corboy, seconded by S. Chowns, <b>All in Favour 5:48pm</b></p> <p><u>Finance Committee Reports for Board Approval:</u></p> <p>P.Renaud provided report overview.</p> <ul style="list-style-type: none"> <li>- JC: Requested a copy of the procrument process, and would like it reviewed when the new Procrument Manager is hired.</li> <li>- Discussion on price increase over previous years, this is our existing contractor and this bidder was lower then other companied who bid on the tender.</li> </ul> <p><b>MOTION to RECEIVE and APPROVE</b> the report, A. Cornelissen seconded by S. Chowns , <b>All in Favour 5:51pm</b></p> <p><b>MOTION to RECEIVE and APPROVE</b> the report and recommendations, Moved by S. Chowns , seconded by A. Cornelissen, <b>All in Favour, PASSED 5:55pm</b></p>



## STAFF REPORT 2022-66

TO: LMCH Board of Directors

FROM: Paul Chisholm, Chief Executive Officer

SUBJECT: CEO Update

DATE: November 11, 2022

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### PURPOSE:

The purpose of the report is to provide updates to the Board on the status of key initiatives previously approved, introduce items that may come before the Board in future meetings and to provide updates on meetings, events or operational activities that may be of interest to the Board.

### RECOMMENDATION:

That the CEO Update report **BE RECEIVED** for information.

### UPDATES:

#### Sector Engagement

##### Local Housing Corporation (LHC) Working Group

LMCH is part of a working group of Local Housing Corporations in Ontario that are owned by municipalities and have their own Board of Directors. This group meets four times a year to discuss opportunities and share experiences. This group met in early November to discuss common issues including:

- Increasing tenant arrears
- Delays at the Landlord Tenant Board
- The current insurance environment and a new insurance portal that provides insurance claim trends for individual providers and across the sector.
- Options to strengthen understanding and assessment of ESG (Environment, Social and Governance) in the sector.

##### Community Summit on Health and Homelessness



Staff from LMCH attended the Community Summit on Health and Homelessness on November 9 in London. The summit was held to bring everyone working to address the challenges of health and homelessness together to develop a community response to the urgent issues related to mental health, addictions and homelessness.

### Human Resources Updates

Work continues to fill vacant positions at LMCH. This includes vacancies created through attrition as well as new positions created through Business Case # 19. LMCH is pleased to be making progress in recruitment:

- There are currently three active recruitments. Two of these are recruitments that had to be reposted and one of these is for a new vacancy.
- Five new Staff have joined LMCH since the last meeting of the Board:
  - Brad Stokkermans joins LMCH in the role of Community Safety Specialist.
  - Dirk Volschenk joins LMCH in the role of Human Resources Manager.
  - Brenda Seifert joins LMCH in the role of Property Services Coordinator
  - Cierra Wilson joins LMCH as a Community Development Worker
  - Jon Lawson joins LMCH in the role of Maintenance Repair.
- Two additional staff will join LMCH at the end of November

PREPARED BY:
PAUL CHISHOLM CHIEF EXECUTIVE OFFICER

## STAFF REPORT 2022 – 28

**TO:** Board of Directors

**FROM:** Phil Renaud, Director of Assets and Property Services & Andrea Mackenzie, Director of Tenant Services

**SUBJECT:** Vacancy Management Update

**DATE:** November 17, 2022

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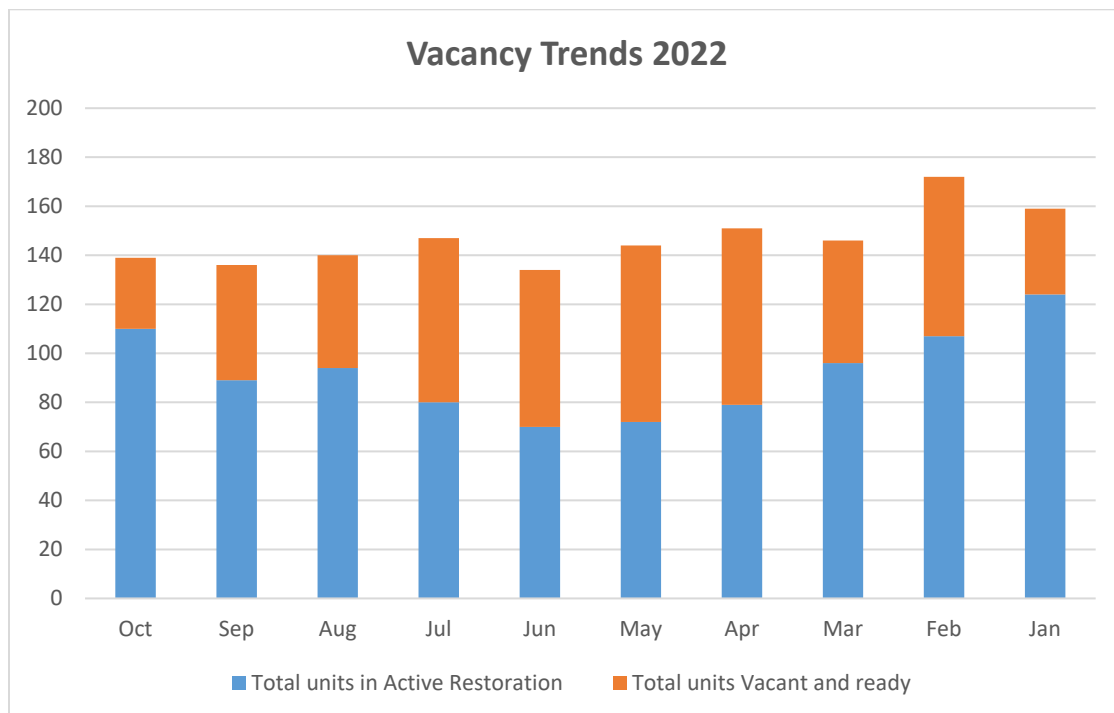
### Purpose:

To update the Board of Directors regarding the status of LMCH’s Vacancy Management progress with the objective of achieving a three percent (3%) total vacancy.

### RECOMMENDATION:

That the Vacancy Management Update report **BE RECEIVED** for information.

### OVERVIEW:



## Monthly Vacancy Progress (Reported as of Oct 31<sup>st</sup>, 2022)

1. **Total Vacancy:** This includes all units within LMCH portfolio that are not occupied. It is inclusive of units that are Non-Rentable or in Active Restoration and Rent Ready Stock. (Target: 3%)

Count (Units)	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
Total Units in Active Restoration	110	89	94	80	70	72	79	96	107	124
Total Units Vacant and Ready	29	47	46	67	64	72	72	50	65	35
Total Vacancy (Units Available)	139	136	140	147	134	144	151	146	172	159

% Of Rent Ready Stock	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
Total Units in Active Restoration	3.3%	2.7%	2.8%	2.4%	2.1%	2.2%	2.4%	2.9%	3.3%	4.1%
Total Units Vacant and Ready	0.9%	1.4%	1.4%	2.0%	1.9%	2.2%	2.1%	1.5%	2.0%	1.2%
Total Vacancy (Units Available)	4.2%	4.1%	4.2%	4.4%	4.08%	4.38%	4.5%	4.44%	5.3%	5.3%

### 2. Non-Rentable Units:

The non-rentable category includes units that do not have a predictable rent ready projection date due to an insurance claim or a major construction project (e.g., units that are being used for broader portfolio improvements).

- 6 units are on hold as part of CMHC Accessible Unit Project
- 7 units are vacant and undergoing restoration for fire or as part of insurance claims
- 16 units are reserved for Reimagine Southdale project

### 3. Active Restoration:

The active restoration category includes all remaining units that are slated for restoration and rental. The target for units in active restoration is 2% of the portfolio or 66 units. At the end of August there were 110 units in active restoration which was 3.3 % of the portfolio.

There were 20 units restored in October 2022 that took an average of 95 days to return to rent ready.

Age of Units Restored in Period (Count)	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	0	1	0	0	0	0	0	0	1	0
16-30 days	1	4	1	2	1	2	4	1	7	0
31-60 days	5	7	1	7	6	10	13	10	9	7
61-90 days	6	7	6	6	10	3	7	5	7	6
91+ days	8	14	7	9	11	16	22	15	29	22
Total units restored	20	33	15	24	28	31	45	31	53	35
Average # of days in restoration	95	84	84	101	95	112	107	96	100	104

At the end of October there were 110 units in active restoration up from 89 at the end of September. Units in active restoration at the end of October had been vacant for an average of 82 days as of October 31<sup>st</sup>, 2022.

Age of Units in active Restoration (Count)	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	18	9	15	8	10	17	15	16	8	17
16-30 days	14	18	15	24	16	10	14	11	16	15
31-60 days	20	20	31	20	22	24	15	16	9	20
61-90 days	17	23	12	14	13	4	8	11	19	29
91+ days	41	19	21	14	9	17	27	42	55	43
Total units in Active Restoration	110	89	94	80	70	72	79	96	107	124
Average # of days in restoration at month end	82	71	63	56	56	59	76	91	98	77

- Active Rental Stock:** These are the units that are rent ready and available to offer. Units leave this category when they are future leased or leased (when the actual lease is signed, and keys are handed to the new tenant). The target for Active Rental Stock is 1% of the portfolio or 33 units.

In the month of October, 34 units were leased that had been rent ready for an average of almost 56 days. In addition to units leased an additional 20 units were accepted by tenants to be leased in November and future periods.

Age of Units Leased in the Period (Count)	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	11	3	5	0	6	10	5	23	16	21
16-30 days	8	8	5	9	4	9	2	8	1	8
31-60 days	5	11	9	8	13	10	7	8	3	2
61-90 days	1	4	2	9	5	3	0	2	0	0
91+ days	9	9	2	5	4	2	1	2	1	2
<b>Total units Leased</b>	<b>34</b>	<b>35</b>	<b>23</b>	<b>31</b>	<b>32</b>	<b>34</b>	<b>15</b>	<b>43</b>	<b>21</b>	<b>33</b>
<b>Average # of days to commit the unit</b>	<b>56</b>	<b>64</b>	<b>42</b>	<b>63</b>	<b>47.1</b>	<b>35.7</b>	<b>26.5</b>	<b>28.2</b>	<b>19.7</b>	<b>19.7</b>

At the end of October, the active rental stock was 29 units or 0.9 % of the portfolio. The average days units were in Active Rental at the end of October was 32 days

Age of Units Vacant and Available (Count)	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
0-15 days	17	25	18	20	24	22	26	23	42	18
16-30 days	6	9	0	4	9	6	14	2	7	4
31-60 days	2	1	9	18	10	26	14	19	8	9
61-90 days	2	4	4	12	8	8	13	4	5	4
91+ days	2	8	15	13	13	10	5	2	3	0
<b>Total units Vacant and ready</b>	<b>29</b>	<b>47</b>	<b>46</b>	<b>67</b>	<b>64</b>	<b>72</b>	<b>72</b>	<b>50</b>	<b>65</b>	<b>35</b>
<b>Average # of days vacant and ready</b>	<b>32</b>	<b>41</b>	<b>63</b>	<b>52</b>	<b>47</b>	<b>42</b>	<b>37</b>	<b>31</b>	<b>21</b>	<b>20.1</b>

#### Period Summaries:

LMCH had a total of 33 new units confirmed vacant in the months of October which have been added to the active restoration stock.

LMCH restored a total of 20 units during this same time-period.

LMCH leased 34 units and future leased an additional 20 during this reporting period.

## Conclusion

Corporate target for vacant units is 100 units. The sub targets set are 66 units in Active Restoration and 33 units are in Active Rental stock.

With 110 units in Active Restoration, this measure remains 44 units above target. Efforts to reduce the number of units in Active Restoration and the number of days it takes to restore units will continue. October unit restorations focussed on reducing the number of units in active restoration.

With the active vacancy filling activity, the number of vacant and ready units available for offer have been reduced to less than the target of 33 units. The age of vacant and ready units continue to reduce month over month with a 50% reduction age of units since August 2022.

PREPARED and RECOMMENDED BY:	PREPARED and RECOMMENDED BY:
PHIL RENAUD, DIRECTOR, Assets and Property Services	ANDREA MACKENZIE, Director, Tenant Services

## Staff Report 2022- 68

**TO:** BOARD OF DIRECTORS

**FROM:** Wendy Groves, Construction & Project Manager

**SUBJECT:** CMHC Q1 2022 Program Update

**DATE OF REPORT:** April 13, 2022

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### **PURPOSE:**

This report is to provide an update to the Board of Directors for the CMHC Program, and the status of key projects with the allocated budgets representing the secured funding of \$40,136,090 through CMHC.

### **RECOMMENDATION:**

It is recommended that the Board of Directors receive this report for information.

### **BACKGROUND:**

LMCH has been collaborating with CMHC since 2019 to define a program that meets CMHC requirements under the Renovation, Repair and Renew funding program. The program developed by LMCH team members followed the guidelines to the extent possible of the National Housing Co-Investment Fund – “Minimum Environmental & Accessibility Requirements – Repairs and Renewals”. The criteria requirements include increasing accessibility at common areas as well as retrofitting 20% of interior units to meet accessibility requirements while also achieving 25% energy savings and GHG reductions by year end 2027.

As of February 25, 2021, CMHC, by way of Letter of Intent, confirmed to LMCH that the provided documentation submitted by LMCH achieved CMHCs criteria for funding. The City of London denoting their commitment to the program signed as guarantor on June 16, 2021.

On November 25, 2021, LMCH in conjunction with the City of London (COL) as guarantor executed the loan agreement with CMHC of \$40,136,090. The funding allocation consists of \$15,533,989 as a forgivable loan and \$24,602,101 repayable loan with the City of London guaranteeing \$37,000,000.

## PROJECT UPDATES:

The funding can be categorized into three divisions: Energy, Accessibility and Property Works. The below summary provides a project status of each division.

### Energy

- Energy Management System (EMS): Installation of the EMS has been completed at 7 of the 8 high rise buildings. Procurement of materials based on a change order for Dundas has a completion date of Dec. 7th 2022. This is a 4 month variance to the original schedule.
- Variable Frequency Drive (VFD): Programming of VFDs and installation of timeclocks has been completed.
- Replacement Projects: Furnace, hot water tanks, windows, doors, faucets, and lighting replacement have been scheduled for years 2023 – 2025. These years were selected due to their lower impact to the overall energy savings of 25% and existing contracts in place.

### Accessibility

Hardware, security, and doors:

- Requirements vary per building, audits of each building have been completed, and standards are being developed to be utilized at all LMCH properties. These include access control systems, AODA push buttons and vision panels at all entries, laundry rooms and lounges.
  - Rough ins for access control complete.
  - Access control 'go live' at Walnut Nov. 1st start.
  - Access control 'go live' at McNay and Baseline - Nov.25 & 26th
  - Simcoe entry door - shop drawing review underway.

Amenity Rooms:

- Scope of work and drawings have been prepared for the laundry rooms at each of the CMHC high rise properties (8) to include for access control, AODA operators, new fixtures and furniture to meet AODA requirements. Kitchens at each of these properties are anticipated to commence in 2024/2025 as Tenant Services prepares program requirements for each property.



#### Signage:

- Cost estimates received for new signage to include braille to be installed at all common areas as well at emergency exit routes. Ongoing planning and collaboration to be a standard throughout the portfolio - 2023.

#### Exterior space:

- Works for the exterior include curb cut outs, leveled pathways, accessible parking spaces as well improvements to patios inclusive of accessible furnishings. Tender drawings complete for Simcoe, remaining 6 building audits to be finalized to AODA specific requirements.

#### Unit Modifications:

- Baseline unit modification contract prepared as final discussions occur with contractor. Wharncliffe unit modifications in construction.

#### Property Works

- Hard surface repair projects have been identified at all denoted CMHC family sites,(5 sites). Originally scheduled for years 2024 – 2025, due to existing conditions at Marconi and Allan Rush project Startup has been advanced.
  - Marconi works commenced anticipate project completion November 2022
  - Allan Rush phase 1 will be focused on exterior paths due to unsafe conditions.

#### **FINANCIAL IMPACT:**

The selected projects outlined satisfy the criterion requirements as set out by CMHC and the National Housing Co-Investment Fund within budget. Budget estimates have been developed in collaboration with trades and consultants and remain as identified below from the Year End 2021 Report.

#### **PROJECT RISK:**

As outlined in the Year End 2021 Report, the most influential risk to this program is product cost increases, inflation and product procurement which have all had a significant impact to the construction industry over the last year. Ongoing monitoring of the market will take place to best interpret when a project should be executed to obtain the greatest value for work incurred whilst ensuring assets and tenants needs are considered.

#### **CONCLUSION:**

The CMHC Project Agreement was approved in November 2021. Since this time critical projects have been initiated and work to review project plans and timing are ongoing to

ensure the timing of the work addresses priority areas and maximizes the benefits for tenants and LMCH.

**Appendix: CMHC Workplan Update Q3 - 2022**

PREPARED and SUBMITTED BY:	
Wendy Groves Construction and Project Manager	
REVIEWED and CONCURRED BY:	REVIEWED and CONCURRED BY:
Phil Renaud DIRECTOR of Property Services & Asset Management	PAUL CHISHOLM CHIEF EXECUTIVE OFFICER

## Appendix Quarterly Report – 2022 End Q3

The below provides an update of the projects under the CMHC Co-Investment funding program. The updates are a representation of previously noted activities as indicated in the in the Q1 & Q2 Quarterly Report.

### Q2 Status Update

Project Activity	Estimated Timing	Status	Comments
Dundas EMS installation	Sept. 2022	Active	Due to change order and procurement of materials works to commence Nov. 21 2022. Moved to Q4
EMS staff training	Sept. 2022	Active	Due to software delays schedule for training has been confirmed for Oct. 26 <sup>th</sup> 2022. Moved to Q4
VFD installation all highrises	Aug. 2022	Complete	
VFD installation completion	Aug. 2022	Complete	
Common Area – Laundry Rooms	-----	Complete	Drawings complete

### Q3 Status Update

Project Activity	Estimated Timing	Status	Comments
EMS installation – 7 high-rises	Q3	Complete	
Common Area – Exterior Works	Q3	Complete	McNay patio complete
Fixture Replacement	2023/2024	Planning	Under development and in discussions with City of London
Wharncliffe Unit Modifications	Commenced	Active	4 units at Wharncliffe under construction anticipate Q1 2023 completion.
Marconi Asphalt Replacement	Commenced	Active	Construction commenced Q4 completion
McNay Patio	Q3	Complete	

### Q4 Project Works

Project Activity	Estimated Timing	Status	Comments
Marconi Asphalt Replacement	Oct. 2022	Active	
Allan Rush Asphalt Replacement	Nov. 2022	Active	Phase 1

Laundry Room Retrofit	Nov. 2022	Planning	Tender Submission
Access Control Installation	Nov/Dec 2022	Active	Tenants to start using fob system Nov. 2022 at Walnut, Baseline & McNay
Wharncliffe Modifications	Feb 2023	Active	Construction
Baseline Unit Modifications	Feb 2023	Active	Construction
Signage project	2023	Planning	
Simcoe Entry Door	Nov. 2022	Planning	Shop drawings prepared sign off imminent
Simcoe Access Control @ Laundry & Lounge	Nov. 2022	Active	
Common Area = Simcoe exterior works	Nov. 2022	Planning	Drawings complete, tender to contractors exterior works.
7 highrises asphalt replacement	Nov. 2022	Planning	Tender for engineer Nov. 2022
Unit Modification Tender	Oct 2022	Planning	
EMS Training	Oct. 2022	Active	
EMS Install at Dundas	Nov. 2022	Active	
Furniture delivery	Dec. 2022	Active	New tables and benches at selected properties.
Common Area Paint @Lounge McNay	Nov. 2022	Active	Work order signed scheduling.

### Project Status Per Property 2022

Project Details: A checkmark indicates a change/new information from previously submitted report.

High Rise	Project	Budget	Status	Construction Timeline	Committed To Date	Next Steps/Notes/Risks	Status Change
	EMS Installation	\$169,460	Complete	July	\$169,460	Complete	
Baseline	<b>Common Area Renovations</b>  Access Control Laundry Room Kitchen  Signage Exterior Works	\$310,000	Active	Q3/4 2022 Planning Future works  Future works Q2 2023	\$30,000	- Rough ins for access control complete - Tenant use of Fobs scheduled for Nov. 2022 - Tender submissions Nov. 2022 - Under review with community development - Planning - Consultant report due back Nov. 22	√

	VFD Installation Program	\$4,800	Complete		\$4,800	Complete	√
	Unit Modification	\$1,215,000	Construction		\$82,000	Unit under construction	√
Dundas	EMS Installation	\$165,903	Construction	Dec. 2022	\$165,903	Procurement delays Dec. completion.	√
	VFD Installation Program	\$4,800	Complete		\$4,800	Complete	√
	<b>Common Area Renovations</b> Laundry Room Kitchen Signage Exterior Works	\$275,000	Planning Future works Future works Planning		\$3,000		
Kent	EMS Installation	\$165,903	Complete		\$165,903	Complete	√
	<b>Common Area Renovations</b> Laundry Room Kitchen Signage Exterior Works Furnishings	\$310,000	Active	Planning Future works Future works Future works Active	\$10,000	- Tender submissions Nov. 2022  - Delivery Dec. 2022	√
	VFD Installation Program	\$3,000	Complete		\$3,000	Complete	
McNay	EMS Installation	\$ 190,053	Complete	Complete	\$ 190,053		
	VFD Installation Program	\$4,800	Complete	Complete	\$4,800	Date revised from June due to procurement	√

High Rise	Project	Budget	Status	Construction Timeline	Committed To Date	Next Steps/Notes/Risks	Status Change
McNay Continued	<b>Common Area Renovations</b> Access Control Laundry Room Kitchen Signage Lounge Paint Furnishings Exterior Works	<b>\$310,000</b> \$35,000 \$25,000 est. \$45,000 est \$5,000 \$6,000 \$23,000	- Active -Tender -Planning -Planning - Active - Active -Substantial completion		\$65,000		√
Simcoe	EMS Installation	\$165,903	Complete	Complete	\$165,903	Complete	
	VFD Installation Program	\$4,800	Complete	Complete	\$4,800	Complete	√
	<b>Common Area Renovations</b> Access Control Laundry Room Kitchen Signage Furnishings Exterior Works	<b>\$310,000</b>	Active Planning Future Works Future Works Active Planning	2022/2023	\$30,000		√
Walnut	EMS Installation	\$ 175,503	Complete	Complete	\$ 175,503	Complete	√
	VFD Installation Program	\$4,800	Complete	Complete	\$4,800	Complete	√
	<b>Common Area Renovations</b>	<b>\$310,000</b>		2022/2023	\$50,000		√

	Access Control Laundry Room Kitchen Signage Furnishings Exterior Works	\$35,000 \$25,000 est. \$45,000 est \$5,000 TBD	Active Tendering Planning Planning Active Planing			-Rough ins complete, tenant use anticipated for Nov. 1 <sup>st</sup> 2022.	
Wharnccliffe - 345	EMS Installation	\$165,903	Complete	Complete	\$165,903		
	VFD Installation Program	\$4,800	Complete	Complete	\$4,800		
	<b>Common Area Renovations</b>  Access Control Laundry Room Kitchen Signage Furnishings Exterior Works	\$300,000	Planning		\$10,000	Common area scope under review.	√
Wharnccliffe - 349	EMS Installation	\$165,903	Complete	Complete	\$165,903		
	VFD Installation Program	\$3,000	Complete	Complete	\$3,000		
	Unit Modification	\$360,000	Active	Oct. – Feb. 23	\$425,000	Under construction	√
	<b>Common Area Renovations</b>  Access Control Laundry Room Kitchen	\$225,000 \$30,600 est \$25,000 est -	Planning/ under review Planning Future Works		\$10,000	-access control at entry, lounge & laundry existing. Team reviewing if to install at garbage rooms. -tender -under review	√

	Signage Exterior Works Lounge	\$150,000				- planning - paving & tactile 2023/24 - fire rated corridor and exterior entrance to create lounge.	
<b>Family Sites</b>	<b>Project</b>	<b>Budget</b>	<b>Status</b>	<b>Construction</b>	<b>Committed</b>	<b>Next Steps/Notes</b>	
Allan Rush	Hard Surface Repairs	\$825,630	Active	Q4	\$620,000	Phase 1 of 2 commenced	√
Marconi	Hard Surface Repairs	\$717,444	Active	Q4	\$395,000	Under construction completion Nov. 2022	√

**Projects 2023 – 2026**

**High Rise**

Property	Project	Budget	Est. Construction	Next Steps/Notes	Status Change
Baseline	Unit Modification	\$2,430,000	2023 – 2024		
	Common Area Renovations	\$310,000	Q3 - 2023	Continued from 2022	
	Energy	\$56,726	Q4 2023		
Dundas	Unit Modification	\$900,000	2024 - 2025		
	Common Area Renovations	\$310,000	Q3 – 2023	Continued from 2022	
	Energy	\$37,650	Q4 2025		
Kent	Unit Modification	\$2,115,000	2023 – 2025		
	Common Area Renovations	\$283,000	Q3 2023	Continued from 2022	
	Energy	\$53,212	Q3 2025		



McNay	Unit Modification	\$2,970,000	2023 – 2025		
	Common Areas	\$310,000	2023 - 2025	Continued from 2022	
	Energy	\$131,775	Q3 2025		
Simcoe	Unit Modification	\$1,035,000	2023 – 2024		
	Common Areas	\$295,000	2023 - 2025	Continued from 2022	
	Energy	\$54,467	Q4 2024		
Walnut	Unit Mods	\$2,475,000	2023 – 2025		
	Common Areas	\$310,000	2023 - 2025	Continued from 2022	
	Energy	\$58,232	Q4 2025		
Wharncliffe – 345	Unit Mods	\$765,000	2023 - 2024		
	Common Area	\$216,000	Q3 2024	Continued from 2022	
	Energy	\$36,395	Q4 2024		
Wharncliffe – 349	Unit Mods	\$765,000	2023 - 2024		
	Common Area	\$216,000	Q3 2024	Continued from 2022	
	Energy	\$36,395	Q4 2024		

## Projects 2023 – 2026

### Family Sites

Property	Project	Budget	Estimated Construction	Next Steps/Notes	
Allan Rush	Hard Surface Repairs/ Exterior Works		Q3/4 2022	Continued from 2022	√
	New Door & Window Installation	\$1,233,000	Q2 2023	Tender for engineer January 2023 Tender for installer March 2023 Commence install May 2023 Timing may be revised due to asphalt works.	√

	Furnace and Hot Water Tank Installation	\$865,200	Q2 2025	Project development and investigation Nov. 2024 – Jan. 2025 Tender for installer March 2025 Commence install May 2025	
	Energy Retrofits	\$25,000	Q3 2025		
Boullee	Hard Surface Repairs/ Exterior Works	\$725,000	Q3 –2024	Works may move to 2023 dependent on Allen Rush.	√
	Furnace and Hot Water Tank Installation	\$1,176,000	Q2 2025	Commence install June 2025	
	Energy Retrofits	\$34,000	Q3 2025		
Huron	Hard Surface Repairs/ Exterior Works	\$630,000	Q4 2025		
	Furnace and Hot Water Tank Installation	\$957,600	Q3 2025		
	Energy Retrofits	\$27,500	Q3 2025		
Marconi	Furnace and Hot Water Tank Installation	\$453,600	Q3 2025		
	Energy Retrofits	\$12,750	Q3 2025		
Pond Mills	Hard Surface Repairs/ Exterior Works	\$725,000	Q4 2025		
	New Window Installatio	\$570,000	Q3 2023	Tender for engineer January 2023 Tender for installer March 2023 Commence install July 2023	
	Furnace and Hot Water Tank Installation	\$697,200	Q3 2025	Commence install Aug/Sept. 2025	
	Energy Retrofits	\$20,250	Q3 2025		

## Staff Report 2022- 69

TO: LMCH Board of Directors

FROM: Bill Leslie, Manager, Capital Projects & Construction

SUBJECT: Q3 Capital Project Status Report

DATE: October 25, 2022

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### PURPOSE:

The purpose of the report is to provide an update on the capital projects approved by the Board of Directors as part annual capital budget approval process.

### RECOMMENDATION:

That the Board of Directors RECEIVE the Q3 Capital project Status Report information.

### BACKGROUND:

In accordance with the LMCH Asset Management Plan (AMP) and City of London approved Multi-Year Budget (MYB), the LMCH capital work program addresses asset and infrastructure maintenance, renewal, and replacement in a way that mitigates risk while endeavoring to maintain reasonable and acceptable living conditions for all tenants.

Capital projects are presented to the Board of Directors for approval on an annual basis. LMCH staff develop project and procurement plans for each project. Depending on the nature of the capital projects and the operating environment these projects are often implemented over multiple calendar years and the capital funding approved for the project remains in place until the project is completed or canceled.

This report captures the project status as of Q3 2022.

### Capital Project Status Review

From 2020-2022 LMCH approved 114 Capital Projects. This includes any projects approved prior to 2020 but not completed. These projects were given a new project

number and carried forward in the 2020 Capital Budget. A full listing of Approved Capital Project and Current Status is included as part of Appendix A.

### 2020 Capital Projects

- 39 projects
- 35 (90%) of projects are completed or were cancelled.
- 3 (8%) projects were awarded earlier in 2022 that relate to the generator replacement project. The deliveries of the generators have been delayed until Q1-2023 due to component shortages.
- The remaining project is a contingency line for the annual budget that will be released upon completion of all projects in the Annual Plan.

### 2021 Capital Projects

- 43 projects
- 44% (19 projects) cancelled or completed
- 1 project has procurement underway – these include:
  - Kitchens – Penny Lane
- 10 projects (23%) are being scoped, assessed, or have engineering requirements that are active:
  - 7 projects relate to engineering for Elevator Modernizations
  - The generator replacement at Kent Street requires an engineering assessment by Enbridge Gas prior to finalizing scope of project to determine if the fuel source can change from diesel gas to natural gas
  - Hard Surface repair work for Huron has been scoped and report is pending from consultant
- 5 projects (12%) are under review by staff to determine how to best proceed with the work

### 2022 Capital Projects

- 33 Projects
- 6% (2 projects) cancelled
- 1 Project is complete
  - Furnace Replacement at Southdale and Limberlost Sites
- 3 projects (9%) are in progress:
  - 1 project relates to Building Condition Assessments
  - 1 project relates to Interior Common Areas Upgrades

- 1 project is Asphalt Restoration & Replacement
- 7 Projects (21%) have procurement underway – these include:
  - 7 projects for Elevator Modernizations have procurement underway
- 7 Projects (21%) are in Engineering/scoping:
  - 4 projects are major electrical contract awards
  - 1 project is for County Window 7 Door Replacements
  - 1 project is to replace the Make Up Air units
  - 1 project is for Fencing at select County site(s)
- 8 Projects (24%) are under review by staff to determine how to best proceed with the work, including:
  - 2 projects relate to site fence work
  - 3 projects relate to upgrades to garbage infrastructure
- 3 projects (9%) are Recurring(related to unit turnovers and AODA Modification
- 2 Projects are contingency lines for the annual capital plan.

	2020	2021	2022
Cancelled	5	9	2
Completed	30	10	1
Contract Awarded	3	0	0
In progress	0	7	3
Procurement Underway	0	1	7
Engineering/Scoping	0	10	7
Contingency	1	1	2
Under Review	0	5	8
Recurring	0	0	3
<b>Grand Total</b>	<b>39</b>	<b>43</b>	<b>33</b>

#### HIGHLIGHTS:

- 241 Simcoe St. balcony restoration and railing replacements have been completed (2021-0002)
- Furnace replacements at Southdale/Millbank & Limberlost have been completed (2022-0020)
- The contract for Elevator Modernizations (Engineering), design work has been completed and is out for tender, tender for Elevator Modernizations to be completed in Q4. (2021-0001) (2022-0003)
- Roof replacements 39 Tecumseh has been awarded. The three roofs are expected to be completed during Q4-2022. (2022-0006)

PREPARED and SUBMITTED BY:	REVIEWED and CONCURRED BY:
BILL LESLIE MANAGER, CAPITAL PROJECTS & CONSTRUCTION	PAUL CHISHOLM CHIEF EXECUTIVE OFFICER
REVIEWED and CONCURRED BY:	
PHIL RENAUD DIRECTOR of PROPERTY SERVICES & ASSET MANAGEMENT	

Appendix A: Capital Project Status Report Q3 2022

Appendix A: Capital Project Status Report Q3 2022

Project #	Budget Year	Project Description	Site	Funding Source	Reporting Status
2020-0001	2020	MUA Hookup	Baseline	LMH261820	Completed
2020-0001	2020	MUA Hookup	McNay	LMH261820	Completed
2020-0001	2020	MUA Hookup	Simcoe	LMH261820	Completed
2020-0001	2020	MUA Hookup	Walnut	LMH261820	Completed
2020-0002	2020	Balcony Study	Various	LMH261820	Completed
2020-0003	2020	Balcony Fall Protection	Simcoe	LMH2619	Completed
2020-0004	2020	Boiler (heating) Replacement	Albert	LMH261820	Cancelled
2020-0004	2020	Boiler (heating) Replacement	William	LMH261820	Cancelled
2020-0005	2020	Elevators: Capital Repairs	Various	LMH261820	Completed

2020-0006	2020	Fire System Replacement	Tecumseh	LMH2619	Completed
2020-0007	2020	Fire Alarm Annunciators	Albert	LMH261820	Cancelled
2020-0008	2020	Generator Replacement	Walnut	LMH261820	Contract Awarded
2020-0009	2020	Generator Replacement	Baseline	LMH2619	Contract Awarded
2020-0010	2020	Main electrical service upgrade	Walnut	LMH261820	Contract Awarded
2020-0011	2020	Main electrical service upgrade	Simcoe	LMH261820	Completed
2020-0012	2020	Elevators: Capital Repairs	Various	LMH261820	Completed
2020-0013	2020	Fire Alarm Devices	Albert/Commissioners	LMH261820	Cancelled
2020-0014	2020	Penthouse Roof Replacement	McNay	LMH2619	Completed
2020-0015	2020	Technical Contingency	Various	LMH261820	Completed
2020-0017	2020	Physical Security Upgrade	Dundas	LMH2619	Completed
2020-0018	2020	Plumber Riser Replacement	Baseline	LMH2619	Cancelled
2020-0019	2020	Asphalt Parking Lots/Walkways	Various	LMH2619	Completed



2020-0020	2020	Bathroom Rebuilds	Various	LMH2619	Completed
2020-0021	2020	Corridor Painting	Dundas	LMH261820	Completed
2020-0021	2020	Corridor Painting	McNay/Hale	LMH261820	Completed
2020-0021	2020	Corridor Painting	Wharncliffe/Simcoe	LMH261820	Completed
2020-0022	2020	Exterior Entrance Doors Replacements	Various	LMH2619	Completed
2020-0023	2020	High Rise Lighting-Exit Signs	Simpson/Tecumseh	LMH261820	Completed
2020-0024	2020	Kitchen Cabinets & Counter: Replacement	Various	LMH2619	Completed
2020-0025	2020	Lobby Upgrades	Various	LMH2619	Completed
2020-0026	2020	Flooring: Replacement	Various	LMH2619	Completed
2020-0027	2020	Windows/Doors County and Scattered Units	Various	LMH261820	Completed
2020-0028	2020	Mould Abatement	Various	LMH261820	Completed
2020-0029	2020	BCA 30% Portfolio	Various	LMH2619	Completed
2020-0030	2020	CRW Office Security Upgrades	Various	LMH2619	Completed

2020-0031	2020	Universal Access Upgrades	Various	LMH2619	Completed
2020-0032	2020	Asbestos Reassessments	Various	LMH2619	Completed
2020-0035	2020	Playground Equipment	Limberlost/Marconi/Southdale	PD261819	Completed
2020-CONT	2020	2020 Contingency	Various	PD261819	Contingency
2021-0001	2021	Elevator Major Control Modernization: Engineering	Baseline	LMH261821	Engineering/Scoping
2021-0001	2021	Elevator Major Control Modernization: Engineering	Commissioners	LMH261821	Engineering/Scoping
2021-0001	2021	Elevator Major Control Modernization: Engineering	Dundas	LMH261821	Engineering/Scoping
2021-0001	2021	Elevator Major Control Modernization: Engineering	Hale	LMH261821	Engineering/Scoping
2021-0001	2021	Elevator Major Control Modernization: Engineering	William	LMH261821	Engineering/Scoping
2021-0001	2021	Elevator Major Control Modernization: Engineering	Dorchester	LMH261821	Engineering/Scoping
2021-0001	2021	Elevator Major Control Modernization: Engineering	Simcoe	LMH261821	Engineering/Scoping
2021-0002	2021	Balcony Repair	Simcoe	LMH261821	Completed
2021-0003	2021	Balcony Studies	Various	LMH261821	Under Review

2021-0004	2021	Generator Replacement	Kent	LMH261821	Engineering/Scoping
2021-0005	2021	Fire System: Comprehensive Review	Various	LMH2619	Completed
2021-0006	2021	Roof Investigation / Repair / Replacement	Berkshire	LMH2619	In Progress
2021-0006	2021	Roof Investigation / Repair / Replacement	Commissioners	LMH2619	In Progress
2021-0006	2021	Roof Investigation / Repair / Replacement	Tecumseh	LMH2619	In Progress
2021-0006	2021	Roof Investigation / Repair / Replacement	Various	LMH2619	In Progress
2021-0006	2021	Roof Investigation / Repair / Replacement	William	LMH2619	In Progress
2021-0007	2021	Furnace Contingency	Various	LMH2619	In Progress
2021-0007	2021	Furnace Replacement	Limberlost	LMH2619	In Progress
2021-0008	2021	Hard Surface Site restoration and replacement	Huron	LMH2619	Engineering/Scoping
2021-0009	2021	Exterior site furnishings (picnic tables, benches)	Boullee	LMH2619	Cancelled
2021-0009	2021	Exterior site furnishings (picnic tables, benches)	Huron	LMH2619	Cancelled
2021-0009	2021	Exterior site furnishings (picnic tables, benches)	Marconi (towns)	LMH2619	Cancelled

2021-0010	2021	Family Site: Garbage Infrastructure Improvement	Boulee	LMH2619	Under Review
2021-0010	2021	Family Site: Garbage Infrastructure Improvement	Huron	LMH2619	Under Review
2021-0011	2021	Asphalt Restoration & Replacement	Various	LMH261821	Engineering/Scoping
2021-0012	2021	Kitchen Cabinets & Counter: Replacement	Penny Lane	LMH2619	Procurement Underway
2021-0013	2021	Bathroom Fans on Censors/Light Switch	Allan Rush	LMH2619	Cancelled
2021-0013	2021	Bathroom Fans on Censors/Light Switch	Boulee	LMH2619	Cancelled
2021-0013	2021	Bathroom Fans on Censors/Light Switch	Huron	LMH2619	Cancelled
2021-0013	2021	Bathroom Fans on Censors/Light Switch	Marconi (towns)	LMH2619	Cancelled
2021-0013	2021	Bathroom Fans on Censors/Light Switch	Pond Mills	LMH2619	Cancelled
2021-0014	2021	Lobby Upgrades	Various	LMH261821	Under Review
2021-0015	2021	General Contingency	Various	LMH261821	Contingency
2021-0017	2021	Major Horizontal Plumbing Line	Head	LMH2619	Cancelled
2021-0018	2021	BCA 40% Portfolio	Various	LMH261821	Completed

2021-0019	2021	Universal Access Upgrades	Various	LMH261821	Completed
2021-0020	2021	Outdoor Security Cameras	Boullee	LMH261821	Under Review
2021-0021	2021	Bathroom Rebuilds	Various	LMH2619	Completed
2021-0022	2021	Kitchen Cabinets & Counter: Replacement	Various	LMH2619	Completed
2021-0023	2021	Flooring: Replacement	Various	LMH2619	Completed
2021-0024	2021	Mould Abatement	Various	LMH261820	Completed
2021-0025	2021	Corridor Painting	Various	LMH2619	Completed
2021-0026	2021	Appliances: Capital Purchases	Various	PD261819	Completed
2022-0003	2022	Elevator Major Control Modernization	Baseline	LMH2619	Procurement Underway
2022-0003	2022	Elevator Major Control Modernization	Commissioners	LMH2619	Procurement Underway
2022-0003	2022	Elevator Major Control Modernization	Simcoe	LMH2619	Procurement Underway
2022-0003	2022	Elevator Major Control Modernization	Hale	LMH2619	Procurement Underway
2022-0003	2022	Elevator Major Control Modernization	Dundas	LMH2619	Procurement Underway

2022-0003	2022	Elevator Major Control Modernization	William	LMH2619	Procurement Underway
2022-0003	2022	Elevator Major Control Modernization	Dorchester	LMH2619	Procurement Underway
2022-0004	2022	Fire Alarm and Fire Protection Systems	York	LMH2619	Under Review
2022-0004	2022	Electrical Main Circuit Breaker	Dundas	LMH2619	Engineering/Scoping
2022-0004	2022	Electrical Replace Load Centers	William	LMH2619	Engineering/Scoping
2022-0004	2022	Electrical Unit Splitter & Disconnect	Tecumseh	LMH2619	Engineering/Scoping
2022-0004	2022	Main Electrical Equipment Replacement	Walnut	LMH2619	Engineering/Scoping
2022-0004	2022	Electrical Investigation Water Infiltration	Albert	LMH2619	Cancelled
2022-0005	2022	Mechanical Systems Comprehensive Review	Various	LMH261822	Under Review
2022-0006	2022	Plumbing Riser Replacement	Baseline	LMH2619	Cancelled
2022-0007	2022	Roof Repair Replacement Construction	Various	LMH261822	Contingency
2022-0008	2022	Window Replacement	Penny Lane	LMH2619	Engineering/Scoping
2022-0009	2022	MUA Replacement	Tecumseh (2&3)	LMH261822	Engineering/Scoping

2022-0010	2022	Fences and Gates	York	LMH2619	Under Review
2022-0010	2022	Wood Fencing Renewal	Dorchester	LMH2619	Engineering/Scoping
2022-0011	2022	Asphalt Restoration & Replacement	Various	LMH2619	In Progress
2022-0013	2022	Family Site Garbage Infrastructure Improvement	Allan Rush	LMH2619	Under Review
2022-0013	2022	Family Site Garbage Infrastructure Improvement	Pond Mills	LMH2619	Under Review
2022-0013	2022	Family Site Garbage Infrastructure Improvement	Limberlost	LMH2619	Under Review
2022-0014	2022	Interior Common Areas Upgrades	Various	LMH261822	In Progress
2022-0015	2022	Flooring Capital	Various	LMH261822	Recurring
2022-0016	2022	Outdoor Security Cameras	Boullee	LMH2619	Under Review
2022-0016	2022	Appliances: Capital Purchases	Various	LMH2619	Recurring
2022-0018	2022	BCA 40% Portfolio	Various	LMH2619	In Progress
2022-0019	2022	Universal Access Upgrades	Various	LMH2619	Recurring
2022-0020	2022	Furnace Replacement	Southdale	LMH261822	In Progress

2022-0021	2022	General Contingency	Various	LMH2619	Contingency
2022-0022	2022?	Fire Alarm and Fire Protection	10 York St	LMH261822	Under Review





## STAFF REPORT 2022 - 70

TO: LMCH Board of Directors

FROM: Paul Chisholm, Chief Executive Officer

SUBJECT: CMHC Acceptance of Seed Contribution

DATE: November 11, 2022

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### PURPOSE:

To seek authorization from the Board of Directors to execute the required documents to participate in the Canada Mortgage and Housing (CMHC) Co-Investment Fund. Providing access to \$103,000 in Seed Contribution.

### RECOMMENDATION:

That the Board of Directors receive this report and approves the following recommendations:

1. Approve the Board Motion required by CMHC to participate in this funding program:

The Corporation approved at a meeting of the Board of Directors held on **November 17, 2022**, the execution and delivery by the Corporation of a **Contribution Agreement dated June 1, 2022 ("Agreement")** to be made between Canada Mortgage and Housing Corporation ("CMHC") and the Corporation providing for funding in the total principal amount of **One Hundred and Three Thousand (\$ 103,000) Dollars ("Funding Amount")** for the Project.

2. Authorize LMCH to receive the Seed Funding Non-Repayable Contribution in the amount of \$103,000;
3. Authorize the Board Chair (or designate) and the Chief Executive Officer to sign the Contribution Agreement on behalf of London Middlesex Community Housing Inc.; and
4. Authorize the LMCH staff to take the necessary actions to give effect to the above recommendations.

## BACKGROUND

London and Middlesex Community Housing has received funding through Business Case # 21 to support the Regeneration of Public Housing. In December 2020 the LMCH Board of Directors identified the Southdale Community as the first redevelopment project for the Corporation. One of the deliverables of Business Case # 21 was to "*Work with all levels of government to leverage funds using a mix of housing and municipal tools*".

Canada Mortgage and Housing has funding available to developers of affordable housing to assist them reduce or manage the costs associated with planning for development. The Seed Funding Program supports affordable housing through interest-free loans and /or non-repayable contributions.

As reported to the Board through the course of 2021 and 2022, LMCH has submitted for the required Zoning Bylaw Amendment and is planning on submitting the Site Plan Application in the coming months.

Expenses being incurred by LMCH through both the Zoning Bylaw Amendment and the Site Plan Approval Process are eligible for funding under the Seed Funding Program. LMCH applied for Seed Funding and was approved for both the repayable loan portion and the non-repayable contribution.

## REASONS FOR RECOMMENDATIONS:

Through conversations with the City of London it was determined that the Seed Funding Program repayable loan was not a viable option for LMCH. This required security against the asset (the Southdale Site), considerable administrative burden and required approval of the shareholder.

LMCH has confirmed with CMHC that we are permitted to accept the non-repayable contribution without taking the repayable loan. The Contribution Agreement was reviewed by LMCH legal representatives (Cohen Highley LLP) and no issues were identified.

The acceptance of the non-repayable contribution is consistent with the deliverables of Business Case #21 by leveraging funds of other levels of government to advance the regeneration of Public Housing.

CMHC requires the LMCH to pass a specific Board resolution in order to a specific Board resolution To allow LMCH to receive the Seed Contribution from CMHC in the amount of \$103,000 as a forgivable loan to invest in the Re-Image Southdale Project.

For the Seed Contribution from CMCH to be successful, it will require the Board of Directors and the CEO to have the ability to sign on behalf of LMCH and allow the staff of LMCH to act on the above recommendations.

**LEGAL IMPLICATIONS:**

CMHC requires LMCH to sign several legal documents to finalize the Seed Contribution as part of the Program. LMCH staff and independent legal advisors (Cohen Highley LLP) worked closely with CMHC to receive clarification on program and agreement requirements and have determined that the requirements set out by CMHC were acceptable.

**CONCLUSION:**

LMCH staff are recommending that the agreement to receive the Seed Contribution in the amount of \$103,000 be approved by the Board.

**ATTACHMENTS:**

Attachment 1 – LMCH Application Approval Letter  
Attachment 2 - Signing Resolution

<b>PREPARED and RECOMMENDED BY:</b>
<b>PAUL CHISHOLM, CHIEF EXECUTIVE OFFICER</b>

**APPLICATION APPROVAL LETTER**

June 1, 2022

London & Middlesex Community Housing Inc.  
1299 Oxford Street E, Unit 5C5  
London, ON N5Y 4W5  
Attention: Scott Robertson

**RE: APPLICATION BY LONDON & MIDDLESEX COMMUNITY HOUSING INC. (the “Recipient”) FOR SEED FUNDING**  
CMHC SEED #26795294

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Thank you for your recent Seed Funding Application (the “**Application**”). We are pleased to advise your Application has been reviewed and approved on May 24, 2022 for CMHC Seed Funding in the amount of \$258,000.00 (the “**Seed Funding**”).

The Seed Funding is administered through a Contribution and Loan Agreement. Enclosed please find the Contribution and Loan Agreement. Please sign and return the Agreement(s) via email to [core-contracting@cmhc.ca](mailto:core-contracting@cmhc.ca), along with the Signing Resolution (document that provides the name(s) of who has the financial authority to sign on behalf of the Company/Association) and we will execute the document and forward a fully executed copy to you for your files. If required, and upon exception, we may allow you to mail the signed document to CMHC, please contact us at [core-contracting@cmhc.ca](mailto:core-contracting@cmhc.ca) for details.

The Seed Funding is to be used specifically for the project and the related eligible activities outlined under Schedule A of the Contribution and Loan Agreement. In receiving the Seed Funding you are agreeing to remain in compliance with all of the terms and conditions of the Contribution and Loan Agreement. Advances shall be provided to you in accordance with Section 6 under the Contribution and Loan Agreement.

Congratulations on your successful Application. We look forward to working with you as your project moves forward.

Yours truly,

**CANADA MORTGAGE AND HOUSING CORPORATION**

Per: \_\_\_\_\_  
Name: Marie-Eve Rochon  
Title: Senior Officer, Financing Operations

**CMHC SEED FUNDING  
CONTRIBUTION AGREEMENT  
("Agreement")**

BETWEEN

**CANADA MORTGAGE AND HOUSING CORPORATION**  
("CMHC")

- AND -

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

("Recipient")

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

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

and

**WHEREAS** the Recipient has requested CMHC Seed Funding from CMHC through the submission of an application which was approved by CMHC on May 24, 2022, for any one or more of the housing projects ("**Project**") and certain eligible costs associated with the Project, as identified under **Schedule A** of this Agreement (the "**Eligible Activities**"); and

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

**1. Term of Agreement.**

This Agreement shall become effective on June 1, 2022 ("**Effective Date**") and shall terminate on the second year anniversary of the Effective Date May 31, 2024 ("**Initial Term**"), unless terminated earlier in accordance with its terms. At CMHC's sole discretion and following the end of the Initial Term, this Agreement may be extended in writing by CMHC. Collectively the Initial Term and any CMHC authorized extension shall constitute the "**Term**" of this Agreement.

**2. Seed Contribution and Maximum Financial Liability.**

The maximum contribution of CMHC under this Agreement is \$103,000.00 (the "**Seed Contribution**"). The Recipient acknowledges and agrees that:

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

**3. Project.**

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

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

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

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

(b) within ten (10) calendar days of the end of the Initial Term of this Agreement, June 10, 2024, the Recipient shall have completed and invoiced the remaining Eligible Activities identified under Schedule A.

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

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

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

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

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

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

Provided that the Recipient is in compliance with all of the provisions of this Agreement and has submitted detailed invoices evidencing the actual and reasonable expense for the Eligible Activities, the Seed Contribution will be advanced to the Recipient in an amount equal to such invoice amounts provided by the Recipient. Unless otherwise agreed to by CMHC, the Recipient will not be entitled to submit an advance request more frequently than once per month. Collectively the advances under this Agreement shall not exceed the amount of the Seed Contribution.

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

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

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

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

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

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

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

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

## **11. Intellectual Property.**

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

## **12. Indemnification.**

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

## **13. Personal Liability.**

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

## **14. Records.**

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

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

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

## **16. Confidentiality.**

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

## **17. Termination.**

- (1) CMHC may, by written notice to the Recipient (the “**Notice of Termination**”), immediately terminate this Agreement if:
  - (a) the Recipient has breached one or more of its obligations under this Agreement and has not remedied its obligations, to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing (as the case may be), or
  - (b) the Recipient has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations, or
  - (c) the Project does not proceed within two (2) years after the initial advance of the Seed Contribution is disbursed by CMHC to the Recipient.

- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Recipient, including without limitation, if funding for the Program is no longer available due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Upon termination of this Agreement by CMHC, CMHC will have no further liability of any kind to the Recipient and the Recipient shall return all of the Seed Contribution paid to the Recipient by CMHC within thirty (30) calendar days of the date of the Notice of Termination.
- (4) Notwithstanding any other term or condition of this Agreement to the contrary, Section 11 (Intellectual Property), Section 12 (Indemnification), Section 13 (Personal Liability) and Section 16 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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



**24. Notice.**

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

**CMHC:**

700 Montreal Road,  
Ottawa, ON K1A 0P7  
Financing Operations  
Fax: 613-748-2404  
E-mail: ahc\_on@cmhc-schl.gc.ca

**LONDON & MIDDLESEX COMMUNITY HOUSING INC. :**

1299 Oxford Street E, Unit 5C5  
London, ON N5Y 4W5  
Contact : Scott Robertson  
E-mail : srobertson@lmch.ca

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

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

**26. Counterparts and Electronic Delivery.**

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

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

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

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

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

Name:

Title:

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

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

Name:

Title:

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

I/We have the authority to bind the Recipient.

**CANADA MORTGAGE AND HOUSING CORPORATION**

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

Name:

Title:

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

Name:

Title:

I have the authority to bind the Corporation.

## Schedule A

### PROJECT AND ELIGIBLE ACTIVITIES

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

New Construction of 86 units with 43 affordable units.

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

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

June 1, 2022

**RE: LONDON & MIDDLESEX COMMUNITY HOUSING INC. (the "Borrower")**  
**931 SOUTHDALE ROAD E, LONDON, ONTARIO N6E 1B3 - BLKS M & N PLAN 988 S/T 306094, 329737**  
**LONDON/WESTMINSTER (the "Property")**  
**CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC", "us" or "we") #26795294**

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To whom it may concern,

### **The Matter**

Your client, the Borrower, is seeking financing from us pursuant to a loan or contribution agreement that is currently being prepared (the "Financing"). The proceeds from the Financing are to be used by your client to develop a housing project on the Property.

### **Joint Retainer and Client Identification**

In order to facilitate a cost effective manner in which to close the Financing, and as an accommodation to your client, we are retaining you to act on behalf of CMHC to facilitate the items described in Schedule "A" attached hereto (the "General Instructions"), upon the terms and conditions provided for in this letter. CMHC will not review or execute a separate retainer agreement.

CMHC's full legal name is "Canada Mortgage and Housing Corporation" and our address is 700 Montreal Road, Ottawa, ON K1A 0P7. In connection with the Financing should you have any questions you can contact:

Simon Ribbans  
Specialist, Financing Operations  
[core-contracting@cmhc.ca](mailto:core-contracting@cmhc.ca)  
Telephone: 613-742-5375  
Facsimile: 613-748-2404  
700 Montreal Road, Ottawa, ON K1A 0P7

## **Conflicts of Interest**

CMHC will not be retaining the services of a lawyer (either internally or externally) in respect of the Financing. As you are being jointly retained by your client and us, we acknowledge that your professional and ethical obligations preclude you from treating information concerning the Financing received from us or your client as confidential as between us and your client. If a conflict develops as between your client and us that cannot be resolved, by accepting this joint retainer, you acknowledge and agree that you will withdraw from representing either us or your client.

## **Preparation of Documents; Documents in Final Form**

Please prepare all documents, instruments, agreements and filings in accordance with the General Instructions. Please note that, subject to what is provided for in the General Instructions, the CMHC forms of agreements provided (or to be provided) to you are final forms of agreements and should not be amended or otherwise altered without our express written approval. You are to assume sole responsibility for the accuracy and validity of all documents and the preparation and filing of all registrations. You are to confirm the identity of all individuals signing on behalf of your client.

CMHC will not review or approve any draft documents. Subject to what is set out in the General Instructions with respect to your opinion and title opinion (if applicable), we will not review the final documents sent to us. You are to take all steps that would be taken by a careful and prudent solicitor on behalf of a client. To report any unusual or suspected fraudulent activity relating to the Financing or the Property, or should you have any questions or concerns regarding the Financing (including information that may be brought to your attention of a material nature which could affect our willingness to enter into the Financing), please contact the individual referenced above during regular business hours.

## **Your Account**

Your account for this matter, including your representation of CMHC, will be paid by for by your client and you acknowledge and agree that: (i) any failure by your client to pay or otherwise satisfy such account shall not be the responsibility of CMHC; and (ii) you shall not make or assert any claim (including any solicitor's lien) as against CMHC or effecting CMHC for any failure by your client to pay such account.

Marie-Eve Rochon  
Senior Officer, Financing Operations

## Schedule A – General Instructions

### Required action, document, registration or other deliverable

- Verify the due existence of the Borrower and conduct a minute book review of the corporate records of the Borrower to confirm its duly appointed directors and officers.
- Verify the identity of each signing director and officer of the Borrower who will be signing all loan documentation.
- Confirm that the Borrower: (i) is the registered owner of the Property in fee simple; or (ii) holds a valid leasehold estate with a minimum of at least ten (10) years remaining on lease beyond the amortization period of the loan, and that there are no instruments registered on title to the Property or in accordance with any personal property security legislation which grants a security interest to any person, other than CMHC and those liens permitted by CMHC below, which is prior in time to the registrations to be made below.
- Prior in time to the registrations to be made below, in the case of a beneficial owner, obtain an acknowledgement from the beneficial owner of the Property that:
  - (i) Confirms that the beneficial owner has received and agrees with the terms and conditions of the loan documentation (including the Security Documents); and
  - (ii) Permits the Borrower to (1) execute and deliver to and in favour of CMHC the loan documentation, and (2) provide any assurances as CMHC may reasonably require to enable CMHC to enforce its rights and remedies under or in respect of the Security Documents.
- Attend, in person, to the execution of the following transaction documents to be delivered to CMHC (collectively, the “Documents”):
  - (a) loan or contribution agreement;
  - (b) debenture or collateral mortgage;
  - (c) acknowledgement and direction regarding registration of debenture or mortgage;
  - (d) officer’s certificate; and
  - (e) corporate resolution.

(Note - forms of above items are attached hereto as Schedule “B”.)
- Confirm that there have been no material amendments or modifications to the Documents.
- Register a mortgage/the above debenture on title to the Property. (Note - please ensure that you comply with all local administrative/clerical requirements in order to register such mortgage/debenture.)
- Title Opinion**

Execute and deliver a title opinion\* in favour of CMHC (Notes - (i) form of title opinion attached as Schedule “D”; OR (ii) obtain a title insurance policy for an insured amount of not less than the total amount of the Financing with endorsements and other provisions consistent with the endorsements and provisions set out in Schedule “C”)
- Corporate Opinion**

Execute and deliver a corporate opinion\* in favour of CMHC (Note - form of corporate opinion attached as Schedule “E”)

\*Any material variation to the form of opinion is to be drawn to the attention of CMHC by way of computer generated document comparison delivered to CMHC not less than 10 business days prior to the closing of the financing and CMHC may, at its option, engage independent legal counsel to assess material changes to the form of opinion and the costs associated with such independent assessment shall be payable by the Borrower.

**Schedule B - Forms of Documents [see attached]**

### **Schedule C - Title Insurance Provisions**

1. Access;
2. Address;
3. Doing Business;
4. Government Response;
5. Restrictions, Encroachments and Minerals;
6. Tax Lot;
7. Usury;
8. Work Orders;
9. Zoning; and
10. Such other endorsements as would be reasonably required in transactions of a similar nature.



**Schedule D - Title Opinion**

(letterhead of counsel for the Borrower)

**[INSERT DATE]**

Canada Mortgage and Housing Corporation  
 700 Montreal Road  
 Ottawa, ON K1A 0P7  
**Attention: •**

Dear Sir/Madam,

**Re: [Insert name of Borrower] (the "Borrower")**  
**[Insert municipal address of housing project] (the "Property")**  
 Canada Mortgage and Housing Corporation ("CMHC", "us" or "we") reference number •

In accordance with your instructions, we have registered a mortgage on the property with such priority specified in your instructions and report as follows.

<b>MORTGAGOR(S)</b>			
<b>GUARANTOR(S)</b> (if any)			
<b>MORTGAGED PROPERTY</b>	<b>CIVIC ADDRESS</b>		
	<b>BRIEF LEGAL DESCRIPTION</b>		
<b>MORTGAGE</b>	<b>AMOUNT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
<b>TAXES</b>	<b>PAID IN FULL TO</b>	<b>Fire Insurance - Coverage as specified in your instructions is in force.</b>	
	<i>(DD/MM/YR)</i>		
	<b>PROPERTY CODE #</b>		
<b>TITLE OPINION</b>	It is my opinion that the Mortgagor(s) has a good and marketable title to the mortgaged property/is the registered owner [in fee simple/of the leasehold estate] of the mortgaged property, free and clear of all encumbrances, judgements, liens and other charges and that there are no rights or other claims (other than Permitted Liens (as such term is defined in the loan or contribution agreement)) having priority over your mortgage on the mortgaged property or otherwise affecting its validity, other than Permitted Liens. You have a valid charge against the property, subject only to: (i) Permitted Liens, as defined in Schedule F; and (ii) if the mortgaged property is located in British Columbia, Section 26(1) of the Land Title Act (British Columbia) and full registration of the mortgage by the Land Title Office in the normal routine of business (we are not aware of any reason why such registration will not occur in the normal routine of business). There are no builders/mechanics/construction liens registered against the mortgaged property.		

Per: \_\_\_\_\_  
 Name:  
 Address:  
 Tel:  
 Email:

## Schedule E -Opinion

**[INSERT DATE]**

Canada Mortgage and Housing Corporation  
700 Montreal Road  
Ottawa, ON K1A 0P7

**Attention:** ●

Dear Sir/Madam,

**Re:** **[Insert name of Borrower]** (the “**Borrower**”)  
**[Insert municipal address of housing project]** (the “**Property**”)  
Canada Mortgage and Housing Corporation (“**CMHC**”, “us” or “we”) reference number ●

We have acted as counsel for ● (the “Borrower”) in connection with, among other things, the authorization, execution and delivery by the Borrower to Canada Mortgage and Housing Corporation (“CMHC”) of the following documents (collectively, the “Documents”):

- a) a loan agreement or contribution agreement dated ● between the Borrower and CMHC;
- b) a debenture dated ● issued by the Borrower to CMHC;
- c) an intercreditor and subordination agreement dated ● between the Borrower, ● and CMHC; and
- d) ● [Note - any other material agreements to be listed].

### Examinations

We examined executed originals of each of the Documents. We also examined and relied on (with respect to the matters of fact contained therein) each of the following:

- a) a certificate of [status/compliance/good standing] dated ● issued by ● in respect of the Borrower on which we have exclusively relied for the purpose of rendering the opinion in paragraph 1 below;
- b) an officer's certificate dated ●, by an officer of the Borrower relating to the Borrower and, among other things, attaching certified copies of:
  - i. the constating documents of the Borrower and any amendments thereto issued on or before the date hereof;
  - ii. the by-laws of the Borrower (if any) and all amendments thereto;
  - iii. a resolution of the directors of the Borrower authorizing the execution and delivery of the Documents and the performance by the Borrower of its obligations thereunder; and
- c) the corporate minute book of the Borrower made available to us.

We examined and relied on such other corporate and public records and made such other investigations, searches and inquiries and considered such matters of law as we considered necessary or appropriate to provide the opinions hereinafter expressed.

### Assumptions and Interpretation

We have assumed:

- a) with respect to all documents examined by us, the genuineness of all signatures, the legal capacity of individuals signing such documents, the authenticity of all certificates and other documents submitted to us as originals, and the conformity to originals of all documents submitted to us as certified or notarial copies or as telecopied or otherwise electronically transmitted or reproduced;
- b) that the certificate of [status/compliance/good standing] with respect to the Borrower referred to above continues to be accurate as of the date of this opinion as if issued on such date;
- c) that the minute books and other corporate records of the Borrower made available to us for our review are genuine, accurate and complete;

- d) the currency, completeness, truth and accuracy of all facts set forth in the official public records, certificates and documents provided by public officials, or otherwise delivered to us; and
- e) the currency, completeness, truth and accuracy of all facts set forth in the officer's certificate referred to herein.

#### Laws Addressed

This opinion is limited to the laws of the Province or Territory of ● and the federal laws of Canada applicable therein.

#### Registrations

We have:

- a) registered a Form B Mortgage/charge/mortgage of lands with the Land Registry Office/Land Titles Office/Land Registration Office of ● in favour of CMHC as document/registration no. ●. The above filing and each of the above registrations have been filed and registered, as the case may be, in accordance with CMHC's instructions to us and no filings or registrations have been made against the Borrower other than such filings or registrations described in CMHC's instructions to us

#### Matters as to Title

We have arranged for the issuance of a title insurance policy by ● as policy number ●. Such title insurance policy is in a form, and with endorsements, in accordance with CMHC's instructions. Such title insurance policy insures CMHC for the full amount of the loan provided for under the Documents.

#### **OR**

The Borrower has a good and marketable title to the mortgaged property/is the registered owner [**in fee simple/of the leasehold estate**] of the mortgaged property as provided for in accordance with the title opinion delivered concurrently herewith.

#### Opinions

Based and relying on and subject to the foregoing and subject to the qualifications set out below, we are of the opinion that:

1. The Borrower is a corporation or company (as applicable) incorporated and subsisting under the laws of ●.

**[Note - If the Borrower is a British Columbia corporation, replace paragraph 1 with the following: "The Borrower is a valid and existing corporation under the laws of the Province of British Columbia and is in good standing with the Office of the Registrar of Companies for British Columbia with respect to the filing of annual reports"]**

2. The Borrower has the corporate power and corporate capacity to execute and deliver the Documents and to perform its obligations thereunder.
3. All necessary corporate action has been taken by or in respect of the Borrower to authorize the execution and delivery of the Documents and the performance by the Borrower of its obligations thereunder and each of the Documents has been duly executed and delivered by the Borrower.
4. None of the authorization, execution or delivery of the Documents, any provision thereof, or the performance by the Borrower of its obligations thereunder conflicts with, constitutes a breach of, or results in a default under any provision of: (a) the Borrower's constating documents, by-laws or directors' resolutions; or (b) any law, statute or regulation to which the Borrower is subject.
5. No authorization, consent, permit or approval of, or other action by, filing with or notice to any government, governmental agency or authority, regulatory body, court, tribunal or other similar entity having jurisdiction is required at this time in connection with the execution and delivery of the Documents or the performance by the Borrower of its obligations thereunder (other than the registrations referred to herein).

Qualifications

No opinion is given with respect to the enforceability of any of the Documents or the security interests created thereby.

Reliance

This letter and the opinions expressed herein are for use by the addressees hereof and its successors and assigns. Notwithstanding that our fee for this opinion will be paid by the Borrower and that we have acted for the Borrower, we acknowledge that CMHC is relying on this letter and the opinions expressed herein in its present and future dealings with the Borrower.

Yours very truly,

## Schedule F

"**Liens**" means any mortgage, lien, claim, pledge, hypothecation, encumbrance, charge or other security interest granted or arising by operation of law with respect to the property of any person or any preferential arrangement that has the effect of security for any debt, liability or other obligations.

"**Permitted Liens**" means:

- (i) Liens created pursuant to the Security Documents in favour of CMHC;
- (ii) any taxes not yet due, payable, or delinquent;
- (iii) any occupancy or use restrictions which are being complied with, which do not, individually or in the aggregate, have a detrimental effect on the marketability of the property or the enforceability of CMHC's Liens against the property;
- (iv) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent;
- (v) security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operations of the Borrower in the ordinary course of business;
- (vi) the reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown, restrictions, easements, and rights of way, as well as title defects or irregularities which do not materially detract from the value of the real property concerns or materially impair its use in the operation of the business of the Borrower;
- (vii) liens existing on the date hereof and which have been subordinated under subordination agreements satisfactory to CMHC prior to the initial advance of the Seed Loan to the Borrower;  
and
- (viii) [The security interest of (BLANK) in all of the Borrower's real property registered [as File/Registration No. (BLANK) under the relevant land registry regime [and limited to the principal amount of (BLANK).<sup>1</sup>]

<sup>1</sup> To be used only where CMHC is not requiring the subordination of a prior registered security interest held by another third party creditor.

# CMHC SEED FUNDING LOAN AGREEMENT

THIS AGREEMENT made this June 1, 2022

BETWEEN

**CANADA MORTGAGE AND HOUSING CORPORATION**  
("CMHC")

- AND -

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

("Borrower")

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

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

**AND WHEREAS** the Borrower has requested Program funding from CMHC through the submission of a loan application dated March 31, 2022 ("**Application**"), which was subsequently approved by CMHC on May 24, 2022 ("**Application Approval**"), for the housing project identified under **Schedule A** of this Agreement (the "**Project**") and certain eligible costs associated with such projects, as identified under **Schedule A** of this Agreement (the "**Eligible Activities**");

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

## **1. Seed Loan.**

Subject to the terms and conditions of this Agreement, CMHC agrees to provide a loan to the Borrower up to an amount of \$155,000.00 (the "**Seed Loan**"). The Borrower's eligibility for the Seed Loan does not constitute an assurance that the Project or associated Eligible Activities will be approved for CMHC loan insurance, or other forms of CMHC or federal assistance. The Borrower agrees to use the proceeds from the advances under this agreement only for Eligible Activities.

## **2. Advances.**

This Agreement shall become effective on June 1, 2022 ("**Effective Date**") and the Borrower will submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures in each case within 36 months of the Effective date. For greater certainty, if the Maturity Date (as defined below) occurs prior to 36 months following the Effective Date then the Borrower will be required to submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures by such earlier date

The Borrower shall submit detailed invoices or receipts evidencing the actual expenses for the Eligible Activities ("**Requested Amount**") at least ten (10) business days prior to the proposed advance date. Unless otherwise agreed to by CMHC, the Borrower will not be entitled to submit an advance request more frequently than once per month. Provided CMHC is satisfied, in its sole discretion, that:

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

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

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

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

### **4. Repayment.**

- (1) The “**Repayment Amount**” shall include all amounts of the Seed Loan advanced under this Agreement, prior to the Maturity Date. The Repayment Amount shall be repayable on the Maturity Date, which date shall be the earlier of: (i) the date on which the Borrower receives Project Financing (as defined in Section 8(2)), or (ii) the third (3) year anniversary of the Effective Date or (iii) the date on which the Borrower notifies, in writing, CMHC that the Project has been discontinued or otherwise abandons the Project; or (iv) the date of a Notice of Termination (as defined under Section 11); or (v) the date on which CMHC notifies the Borrower, in writing, of its determination that the Borrower has failed to meet its Project objectives in accordance with the “Reports” (as defined herein). CMHC shall maintain, in accordance with its usual practice, accounts evidencing the Repayment Amount; and the information entered in such accounts shall constitute conclusive evidence of the Repayment Amount absent manifest error.
- (2) Where the Borrower is in receipt of a Project Financing, , the Borrower shall instruct and direct the Project Financing lender to directly disburse to CMHC the entirety of the Repayment Amount in the first advance under the Project Financing, unless otherwise agreed by the Parties hereto in writing. The Borrower shall issue written instructions to such lender to this effect, with a copy to CMHC.
- (3) When a repayment is required under this Agreement, other than pursuant to Section 11, the Borrower shall repay the entirety of the Repayment Amount to CMHC within thirty (30) days of the Maturity Date, unless CMHC, in its sole discretion, agrees in writing to an alternate repayment schedule, not to exceed twenty-four (24) months and interest shall be paid in accordance with Section 5. CMHC, in its sole discretion may extend the repayment period.

### **5. Interest.**

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

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

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

<sup>2</sup> The Canada Prime Rate as established by the Bank of Canada shall apply.

## 7. Security.

As security for the due and punctual performance of all the Borrower's obligations to CMHC hereunder, the Borrower will deliver to CMHC, each in form and substance satisfactory to CMHC, the following:

- (i) a mortgage whereby the Borrower grants to CMHC a 1st ranking priority mortgage over the real property described in **Schedule A** of this Agreement and subject only to Permitted Liens;
- (ii) if requested by CMHC, a debenture from the Borrower creating a security interest in respect of all of the Borrower's present and future property, assets and undertaking;
- (iii) if requested by CMHC, an assignment of rentals and rental charges agreement creating at least a 1st ranking priority charge on all of the Borrower's interest in any leases or occupancy rights now or hereafter affecting the whole or any part Project;
- (iv) if requested by CMHC, one or more bank account control agreements in respect of the accounts maintained for the Borrower; and
- (v) if requested by CMHC, such other security, as continuing security, as CMHC deems necessary or desirable in its reasonable discretion from time to time.

The documents referred to in this Section 7 are collectively referred to as the "**Security Documents**". The Security Documents shall be registered where necessary or desirable to record and perfect the charges contained therein, as determined by CMHC in its sole discretion.

## 8. Reporting Requirements.

### (1) Semi-Annual Reporting.

The Borrower shall provide CMHC with semi-annual progress report ("**Report(s)**"), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the next six (6) month's Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last submitted Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project. In reviewing such Reports, CMHC will determine, in its sole discretion, whether the Reports indicate the timely realization of the Project and Eligible Activities by the Borrower, as well as the Borrower's continued ability to perform the Project objectives, failing which CMHC may exercise its right to terminate this Agreement in accordance with Section 11 of this Agreement.

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

### (2) Project Reporting.

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

## 9. Representations and Warranties.

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

- (a) it is duly incorporated, organized, established and validly existing under the laws of its jurisdiction of incorporation, operation, and organization, as the case may be;
- (b) the execution, delivery and performance by the Borrower of the terms of this Agreement and of each document to be delivered by it with respect thereto are: (i) within the Borrower's powers and have been duly authorized by all necessary action; and (ii) do not violate any law, statute, regulation, ordinance or decree applicable to it in the Province of Ontario or the federal laws of Canada applicable therein;



- (c) this Agreement and each document with respect thereto have been duly executed and delivered by the Borrower and constitute direct, legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms;
- (d) there are no legal proceedings pending or, so far as is known to the Borrower, threatened against any of the Borrower, the collateral described in to the Security Documents, which could or would materially adversely affect the Borrower's financial condition or its operations, or its ability to perform its obligations under this Agreement or the Security Documents;
- (e) it is not in violation of any term of its constating documents or of any agreement to which it or its business or assets or the Project are subject; and the entering into, performance of and compliance with this Agreement and the Security Documents will not result in any such violation or constitute a default under or be in conflict with any such term or result in the creation of any Lien upon any of its assets pursuant to any such term, other than Liens in favour of CMHC; and
- (f) in respect of the security interest granted by the Borrower in the collateral described in Security Documents: (i) the Borrower is the sole owner of such collateral, free and clear of any Liens, except for Permitted Liens set out in **Schedule B** of this Agreement, if any, (ii) the Borrower has the right to grant a security interest in such collateral in favour of CMHC on the terms of the Security Documents; and (iii) the security interests granted pursuant to such Security Documents have been validly created and will, when registered, constitute security interests at the ranking required by Section 7 of this Agreement in the collateral granted as security thereunder.

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

#### **10. Covenants.**

The Borrower covenants and agrees that it will:

- (a) promptly notify CMHC of the occurrence of any Event of Default (as defined under Section 11 of this Agreement) or of any event that with notice, lapse of time or a determination hereunder or any combination thereof would constitute an Event of Default;
- (b) pay when due all taxes payable by it;
- (c) at all times comply with all applicable laws, including all Environmental Laws, and regulations relating to it and its operations;
- (d) use the Seed Loan only for the approved Eligible Activities carried out after the Borrower's receipt of CMHC's Application Approval Letter confirming the Borrower's eligibility for the Seed Loan;
- (e) ensure that the Project continues to meet, during the life of this Agreement, the minimum "Affordability Criteria" in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
- (f) promptly, and in any event within three (3) days of such change, notify CMHC of any change in its name or the location of its chief executive office;
- (g) complete the Eligible Activities and submit invoices in respect of expenditures to complete the Eligible Expenses within the time required pursuant to Section 2.
- (h) maintain and preserve all of the collateral under the Security Documents in good repair, working order and condition and make all required and proper repairs, renewals, replacement, additions and improvements thereto and preserve and protect such collateral and promptly notify CMHC of any loss of or damage to the collateral under the Security Documents;
- (i) take all steps and all actions as may be reasonably required or deemed advisable by CMHC to perfect, register, or more fully evidence CMHC's rights and interest in the collateral under the Security Documents;
- (j) where property insurance is requested by CMHC, obtain property insurance covering such collateral in an amount not less than the acquisition cost of the collateral and ensure that all property insurance policies shall name CMHC as lender loss payee and provide that all losses in respect of claims shall be paid to CMHC and, in respect of liability insurance policies, name CMHC as additional insured; and

- (k) ensure that no Liens, other than the security interests created in favour of CMHC under the Security Documents and the Permitted Liens, will be created or permitted to exist over the collateral under the Security Documents until all sums due to CMHC under this Agreement are repaid.

#### 11. Events of Default.

- (1) The Parties hereto agree that, if any one or more of the following events (each an "**Event of Default**") has occurred:
  - (a) if CMHC considers that the Project no longer satisfies all applicable "Affordability Criteria" in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
  - (b) if the Borrower is not in compliance with applicable laws, including all Environmental Laws, and regulations relating to it and its operations and cannot remedy, to the sole satisfaction of CMHC, such non-compliance with laws;
  - (c) if, in CMHC's sole opinion, the Project does not proceed in a timely manner and/or in accordance with the Reports described in Section 8 of this Agreement, or if the Borrower otherwise discontinues or abandons the Project, unless otherwise agreed by CMHC in writing;
  - (d) if the Security Documents cease to create valid and perfected security interests in the collateral thereunder at the rank required by this Agreement, or any Lien other than a Permitted Lien, is created over the collateral under the Security Documents;
  - (e) if the Borrower sells, transfers, assigns or otherwise disposes of all or a part of the collateral under the Security Documents, without the prior written consent of CMHC;
  - (f) if any representation or warranty made by the Borrower under this Agreement or the Security Documents, or in any related document or opinion, was incorrect when made or deemed to be made or becomes incorrect during the life of this Agreement and is incurable or remains uncured by the Borrower for a period of more than ten (10) business days of the earliest discovery by either of the Parties of such error;
  - (g) if the Borrower has breached or failed to fulfill any one or more of its obligations under this Agreement and has not remedied such breach or failure and to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing;
  - (h) if proceedings are started by any person to dissolve, liquidate, or wind up the Borrower or to suspend any of its operations;
  - (i) if the Borrower: (i) makes an assignment for the benefit of its creditors; or (ii) is declared by any competent authority to be bankrupt or insolvent; or (iii) starts any proceeding relating to itself under any present or future reorganization, arrangement, adjustment of debt, dissolution or liquidation law of any jurisdiction;
  - (j) if the Borrower: (i) fails to pay any amount due, under any one or more loans related to the Project or (ii) is in default under any one or more such loans related to the Project or collateral outlined under the Security Documents;
  - (k) if fraud or misrepresentation as described under Section 18 of this Agreement on the part of the Borrower or its representatives has occurred or is continuing without remedy to the satisfaction of CMHC; and
  - (l) if any other event or circumstance occurs which, in the sole discretion of CMHC, is likely to materially and adversely affect the Borrower's ability to successfully proceed with the Project or otherwise perform all or any of its obligations under this Agreement or the Security Documents;

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

- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Borrower, including without limitation, if funding for the Program is no longer available including due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Notwithstanding any other term or condition of this Agreement to the contrary, Section 15 (Intellectual Property), Section 16 (Indemnification), and Section 19 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

## **12. Independent Borrower.**

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

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

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

## **14. Acknowledgement of Seed Loan.**

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

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

## **15. Intellectual Property.**

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

## **16. Indemnification.**

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

## **17. Records.**

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

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

Notwithstanding Section 11 of this Agreement, if in CMHC's sole discretion, fraud, misconduct, or misrepresentation by the Borrower or its representatives has occurred, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Loan disbursed to the Borrower by CMHC shall be immediately repayable by the Borrower to CMHC.

## **19. Confidentiality.**

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

## **20. Conflict of Interest.**

The Borrower shall avoid any conflict of interest for the duration of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 11 of this Agreement shall apply.

## **21. Entire Agreement.**

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

## **22. Binding Agreement.**

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

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

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

## **24. House of Commons.**

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

## **25. English Language.**

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

**26. Governing Law and Jurisdiction.**

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

**27. Notice.**

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

**CMHC:**  
700 Montreal Road,  
Ottawa, ON K1A 0P7  
Financing Operations  
Fax: 613-748-2404  
Contact: ahc\_on@cmhc-schl.gc.ca

**LONDON & MIDDLESEX COMMUNITY HOUSING INC. :**  
1299 Oxford Street E, Unit 5C5  
London, ON N5Y 4W5  
Contact : Scott Robertson  
E-mail : srobertson@lmch.ca

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

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

**29. Counterparts and Electronic Delivery.**

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

**[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]**

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

**LONDON & MIDDLESEX COMMUNITY HOUSING INC.**

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

Name:

Title:

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

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

Name:

Title:

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

I/We have the authority to bind the Borrower.

**CANADA MORTGAGE AND HOUSING CORPORATION**

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

Name:

Title:

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

Name:

Title:

I have the authority to bind the Corporation.

**SCHEDULE A  
PROJECT AND ELIGIBLE ACTIVITIES**

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

New Construction of 86 units with 43 affordable units.

**2. Description of collateral (Section 7 - Security) securing this Agreement:**

Mortgage – 931 Southdale Road E, London, Ontario N6E 1B3 - BLKS M & N PLAN 988 S/T 306094, 329737 LONDON/WESTMINSTER.

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

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

## SCHEDULE B DEFINED TERMS

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

**"Liens"** means any mortgage, lien, claim, pledge, hypothecation, encumbrance, charge or other security interest granted or arising by operation of law with respect to the property of any person or any preferential arrangement that has the effect of security for any debt, liability or other obligations.

**"Permitted Liens"** means:

- (i) Liens created pursuant to the Security Documents in favour of CMHC;
- (ii) any taxes not yet due, payable, or delinquent;
- (iii) any occupancy or use restrictions which are being complied with, which do not, individually or in the aggregate, have a detrimental effect on the marketability of the property or the enforceability of CMHC's Liens against the property;
- (iv) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet due or delinquent;
- (v) security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operations of the Borrower in the ordinary course of business;
- (vi) the reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown, restrictions, easements, and rights of way, as well as title defects or irregularities which do not materially detract from the value of the real property concerns or materially impair its use in the operation of the business of the Borrower;
- (vii) liens existing on the date hereof and which have been subordinated under subordination agreements satisfactory to CMHC prior to the initial advance of the Seed Loan to the Borrower; and
- (viii) [The lien on the Borrower's property as described in Schedule "F" of the solicitor's instructions.

**"Security Documents"** has the meaning ascribed thereto in Section 7 of this Agreement.



## SCHEDULE C CONDITIONS PRECEDENT

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

1. Documentation required prior to CMHC's initial advance of the Seed Loan, in each case in form and substance satisfactory to CMHC:
  - (a) an executed copy of this Agreement;
  - (b) [executed copies of any subordination or intercreditor agreements, as required by CMHC, from creditors having Liens over any assets securing this Agreement;
  - (c) the favourable opinion of a law firm satisfactory to CMHC acting as counsel to the Borrower and CMHC and in the form attached hereto in **Schedule D**;
  - (d) an officer's certificate satisfactory to CMHC, setting out the names of persons authorized to sign this Agreement, the Security Documents, and any other documents required thereunder, on behalf of the Borrower, with specimen signatures of such persons and attaching certified copies of the constating documents of the Borrower together with all by-laws and certified resolution(s) authorizing the execution, delivery and performance of this Agreement and the Security Documents;
  - (e) [evidence of insurance coverage (together with [first/second]<sup>3</sup> lender loss payee and additional insured certificates satisfactory to CMHC) for the Borrower as required pursuant to the terms of the this Agreement]<sup>4</sup>; and
  - (f) such financial or other information or documents relating to the Borrower as CMHC may reasonably require.

<sup>3</sup> Insert depending on the rank CMHC has over the real property security (see Section 7 for rank).

<sup>4</sup> To include if the is real property security that already has structures on it.

**SCHEDULE D  
FORM OF OPINION**

RESOLUTION OF THE BOARD OF DIRECTORS  
of  
**London Middlesex Community Housing Inc.**  
(the “[Corporation]1”)

**WHEREAS** the Directors of the Corporation are authorized from time to time to borrow money upon the credit of the Corporation and it is in the best interests of the Corporation that the Directors exercise such authority.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Corporation approved at a meeting of the Board of Directors held on November 17, 2022, the execution and delivery by the Corporation of a Loan/Contribution Agreement dated June 1, 2022 ("**Agreement**") to be made between Canada Mortgage and Housing Corporation ("**CMHC**") and the Corporation providing for funding in the total principal amount of one hundred and three thousand dollars (\$103,000) Dollars ("**Funding Amount**") for the Project.
2. Any two directors or officers of the Board of Directors of the Corporation, or any combination thereof, are hereby authorized for and on behalf of the Corporation to execute or cause to be executed under its corporate seal or otherwise, the Agreement and such other documentation as required by the Agreement, with such alterations, additions, amendments and deletions as may be approved by such persons executing the same whose signature shall be conclusive of such authorization.
3. Such directors or officers of the Board of Directors of the Corporation, are hereby authorized for and in the name of the Corporation to execute and deliver under the corporate seal or otherwise all such other documents and to do all such other acts and things as may be necessary or desirable to give effect to this Resolution and to perform the obligations of the Corporation.

Dated the _____ day of _____, 2021.	
<b><i>*The signatories of the Seed Funding Agreement(s) must provide a signature sample below*</i></b>	
_____ <b>Name:</b> <b>Title:</b>	_____ <b>Name:</b> <b>Title:</b>
or	
Dated the _____ day of _____, 2021.	
<b>Motion #</b>	
<b>CARRIED (by electronic vote)</b>	
<b>Abstain:</b>	

1 To be adjusted by joint solicitor depending on the nature of the Borrower.

## Staff Report 2022- 71

**TO:** LMCH Board of Directors

**FROM:** Bushra Walji, Finance Manager

**SUBJECT:** Q3 2022 Financial Results

**DATE OF REPORT:** November 11, 2022

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### RECOMMENDATION:

That the Q3 2022 Financial Performance Results and its Operating Summary Report BE RECEIVED for information.

### REASONS FOR RECOMMENDATIONS:

The following report provides a high-level analysis of LMCH's September 2022 Operating Financial Results.

The YTD operating results on September 30, 2022, ended with an operating surplus of \$1,365,669 a favorable variance of \$ 1,258,212 to the budgeted surplus of 107,457.

### Operations Revenue

Total revenue showed a favorable variance of \$962,394 over the 2022 budget:

- The positive variances to the budget were realized in rental revenue of \$920,273. LMCH is preparing to review this positive variance as there is a risk that the positive variance is overstated. Increasing tenant arrears, delays at the Landlord and Tenant Board and the lag in rental revenue adjustment when RGI subsidies are reapplied to tenants need to be assessed to quantify the potential impact on Year End Operating and Financial Statements.
- Additional positive variances, \$36,267 in tenant recoveries, \$72,342 in interest revenue, and \$2,609 in antenna licenses.
- Positive variances in revenues are offset by higher than anticipated net bad debt write-offs (\$71,047).

## Expenditures

Total expenditures showed a favorable variance of \$278,839 over the 2022 budget, led by \$210,243 favorable variance in Salaries, wages, and benefits due to turnover and extended hiring.

Building Maintenance, Materials and Services was the primary driver for the variance with an unfavorable variance of (\$88,931). LMCH continues to experience high demand for maintenance and repairs due to the age of buildings and infrastructure. An unfavorable variance is driven by costs in Building General (\$283,325), Snow Removal (\$81,121), Pest Control (\$68,495), Cleaning (\$51,885), Sundry materials & services (\$27,630), Vandalism (\$14,096) and Elevators (\$9,029).

Utilities have an unfavorable variance of (\$121,494) and were offset with a favorable variance of \$ 80,925 in Property and \$200,379 in Administration.

Please see attached report for a detailed analysis.

## Appendix A – SEPTEMBER 2022 Operating Results

### SIGNATURE:

PREPARED and SUBMITTED BY:	REVIEWED and CONCURRED BY:
BUSHRA WALJI MANAGER of FINANCE	DIANA TAPLASHVILY DIRECTOR of FINANCE & CORPORATE SERVICES
REVIEWED and CONCURRED BY:	
PAUL CHISHOLM CHIEF EXECUTIVE OFFICER	

TO: LMCH Board of Directors  
FROM: Ahmad Mian, Business Analyst  
SUBJECT: Q3 2022 Key Performance Indicators (KPIs)  
DATE OF SUBMISSION: November 11<sup>th</sup>, 2022

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**RECOMMENDATION:**

That, on the recommendation of the Business Analyst, the following report **BE RECEIVED** for information purposes.

**REASONS FOR RECOMMENDATIONS:**

A new reporting format and schedule has been approved by the LMCH Board of Directors (BOD). This report honors this new reporting structure.

**Appendix A** is LMCH BOD KPI summary, with unaudited, preliminary Q3 2022 data.

**Appendix B** is the data dictionary for LMCH BOD reported KPIs.

**SIGNATURE:**

PREPARED and SUBMITTED BY:	
AHMAD MIAN BUSINESS ANALYST	
REVIEWED and CONCURRED BY:	REVIEWED and CONCURRED BY:
DIANA TAPLASHVILY DIRECTOR FINANCE & CORPORATE SERVICES	PAUL CHISHOLM CHIEF EXECUTIVE OFFICER

## Appendix A: LMCH Board of Directors KPI Summary

 <b>LONDON &amp; MIDDLESEX COMMUNITY HOUSING</b>	Q3 2022	Q2 2022	Q1 2022	Q4 2021	Q3 2021	Avg. 2022	Avg. 2021
	Current Quarter	Previous Quarter					
<b>Category/Metrics</b>							
<b>Human Resources KPI Metric Summary</b>							
Full Time Staff	75	69	72	73	74	72	72
Full Time Equivalent (FTE) <sup>Ω</sup>	76.43	70.47	73.26	74.3	75.13	73.05	73.36
Business Case 19 Related Hires	20	19	19	17	14	19	14
<b>Finance, Information Technology and Data Science KPI Metric Summary</b>							
Surplus/(Deficit)	\$1,365,669	\$335,081	(\$255,516)	\$158,265	\$924,115	N/A	N/A
Rent Arrears	\$1,065,373	\$869,969	\$676,415	\$294,987	\$303,952	\$1,065,373	\$294,987
Rent Collection Percentage	89.59%	87.32%	80.71%	97.55%	96.65%	82.35%	90.48%
Percentage of Tenants in Good Financial Standing	76.52%	77.22%	77.35%	85.60%	86.08%	76.89%	85.62%
<b>Tenant Services KPI Metric Summary</b>							
Total Evictions	3	16	13	21	17	32	49
Units Leased	89	81	97	93	79	267	344
<b>Property Services KPI Metric Summary</b>							
Total Vacant Units	136	134	146	182	164	416	626
Total Vacancy Rate	4.14%	4.08%	4.44%	5.36%	5.00%	4.22%	4.69%
Cost of Vacancy <sup>†</sup>	\$114,210	\$115,830	\$132,840	\$142,560	\$119,070	\$120,960	\$120,628
<b>Regeneration and Capital KPI Metric Summary</b>							
Percentage Spent vs Approved Budget	12.31%	6.78%	4.12%	31.12%	15.70%	7.44%	31.12%
FCI Score <sup>**</sup>	-	-	-	-	-	-	-
<p>Staff Capacity Percentage<sup>*</sup> is removed and replaced with 'Full Time Staff' and 'Full Time Equivalent (FTE)'.  <sup>Ω</sup> Derivation excludes On Call Manager Hours  <sup>*</sup>Percentage Spent vs Approved Budget<sup>*</sup> has been adjusted to reflect projects with anticipated spend in 2022. Q2 %age have been updated.  <sup>†</sup> Derived from KPMG 'Cost of Vacancy' Metric.</p>							

## Appendix B: LMCH Board of Directors KPI Data Dictionary

### Human Resources KPI Metric Summary

Full Time Staff – The number of full-time employees at the end of the reporting period

Full Time Equivalent (FTE) – Quarterly average FTE based on overtime hours, with respect to work (paid) days for a given period

Business Case 19 Related Hires – The number of accumulated LMCH staff related to Business Case 19 for a given period.

### Finance, Information Technology and Data Science KPI Metric Summary

Surplus/(Deficit) – The amount leftover / (excess of expenditure) compared to budget for a given period.

Rent Arrears – Total money owing by tenants for rent, for a given period.

Rent Collection Percentage – The percentage of tenant rent collected with respect to amount owing, year-to-date for a given period

Percentage of Tenants in Good Financial Standing – The number of tenants who are current with rent charges for a given period

### Tenant Services KPI Metric Summary

Total Evictions – The total number of evicted LMCH tenants for a given period.

Average Length of Tenancy for Current Tenants – The time duration as an LMCH tenant (Current) for a given period

Units Leased – The total number of units rented for a given period.

### Property Services KPI Metric Summary

Total Vacant Units – The total number of vacant units for a given period.

Total Vacancy Rate – The percentage of the total vacant units with respect to our total LMCH portfolio count (3282) for a given period

Cost of Vacancy – The cost due to lost rent revenue on vacant units for a given period

### Regeneration and Capital KPI Metric Summary

Percentage Spent vs Approved Budget –  $(\text{Money Spent}/\text{Approved Budget}) \times 100\%$  For projects with anticipated spend within the reporting year

FCI Score – The percentage within each FCI score status ("Excellent", "Very Good", "Good", "Fair", "Poor", "Deficient") for a given period.